

## Introduction

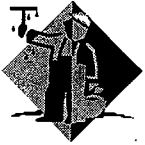
This report is a follow-up to the report submitted to the Metropolitan King County Council on February 3, 2003 entitled Facilities Management Division: An Evaluation of Organizational Structure and Business Practices. That report (hereafter referred to as the "FMD Reorganization Report") was prepared by staff of the Facilities Management Division (FMD) in the Department of Executive Services (DES) in response to concerns raised by the Metropolitan King County Council regarding building and real property management. Following is a list of Council's concerns:



**Facilities Management Division Organizational Structure:** Is the Facilities Management Division organized for optimum cost, operational efficiency, and management oversight? Does the current structure provide optimum management of the Major Maintenance program?



**Real Property Management:** Is King County real property being managed efficiently? Are County-owned property assets being put to their highest and best use? Are King County property management systems sufficiently integrated?



**Custodial Services:** Are custodial services in King County (i.e., the "team cleaning" approach) efficient and effective?



**Security Staffing:** Is the current level and deployment of security staffing in the Facilities Management appropriate?

The Council's Budget and Fiscal Management Committee met on April 2, 2003, on April 30, 2003, and on June 18, 2003, to consider the analysis and recommendations in the FMD Reorganization Report. The Council Staff report for the June 18 meeting noted as follows:

The council wished to acknowledge the substantial work completed and the good faith effort of items included in the report and to release a portion of the funds previously restricted by the 2003 budget proviso.

Consequently, on June 23, 2003, the council adopted Motion 11732, approving the FMD Reorganization Report and Ordinance 14638 amending the 2003 budget for FMD and amending the budget proviso that required the FMD Reorganization Report.

The proviso amendment “broke” the initial proviso into two provisos- with appropriation authority restrictions also split between the two. A brief description of each revised proviso follows:

1. The original budget proviso was amended so that \$300,000 of appropriation authority was released upon council’s approval of the FMD Reorganization Report.
2. The new budget proviso was adopted that encumbered \$200,000 in expenditure authority until the council approves by motion a report that addresses remaining council concerns.

The Facilities Management Division has responded to the new proviso through this report. Specifically, this report responds to the Councils mandate by:

- Recommending a process for providing the council timely information for policy level direction on major real estate and capital project decisions;
- Presenting a final evaluation of the team cleaning concept, including proposed service level agreements and surveys of tenants and janitorial staff; and
- Proposing detailed reorganization options for major franchising functions.

The full text of Motion 11732 and that of Ordinance 14638 is contained in **Appendix A** of this report.

This report will address the following issues:

**Real Property Management:** Is King County real property being managed efficiently? Are County-owned property assets being put to their highest and best use? Are King County property management systems sufficiently integrated?

**Custodial Services:** Are custodial services in King County (i.e., the “team cleaning” approach) efficient and effective? Are tenants and custodial staff satisfied with the team cleaning approach? Are there adequate service level agreements to meet tenant needs?

**Major Franchising Unit:** Is the creation of the Major Franchising Unit, as proposed in the FMD Reorganization Report, appropriate? Does it make sense to move the Cable Franchising Unit from the Information Technology Services (ITS) Division in DES to the FMD?

There are five sections to this report:

Section 1. Background

Section 2. Real Property Management in King County

Section 3. Evaluation of Custodial Services

Section 4. Major Franchising Unit

Section 5. Current Actions and Anticipated Council Action Needed

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# SECTION 1

## Background

**T**his report contains King County Executive evaluations of the three remaining issues raised by the Metropolitan King County Council with respect to the organization structure of the FMD and the management of King County Real Estate. These issues concern: 1) real property management, 2) custodial services, and 3) the franchising function. Additionally, this report includes a brief status update on implementation of the recommended Best Business Practices related to these issues.

### 1.1 Council Action

The Metropolitan King County Council directed the Executive to evaluate the organization of the Facilities Management Division. This direction is in the form of language added to ordinances and budget provisos.

#### 1.1.1 Reorganization Ordinance

In 2001, the King County Executive prepared a major reorganization plan to reduce ongoing management and administrative costs. The Executive's reorganization plan was prepared in response to a projected \$36 million budget shortfall. One component of the Executive's reorganization plan combined a number of general service departments into one Department of Executive Services. The former Department of Construction and Facilities Management (DCFM) was renamed the Facilities Management Division (FMD) and was included in the new Department of Executive Services (DES).

Ordinance 14199 adopted the Executive's major reorganization strategy; and included Section 256 of the ordinance calling for further study of Facilities Management Division organizational options. On February 3, 2003, the Executive submitted the FMD Reorganization Report to the council. On June 23, 2003 the council adopted the report by motion. This report resolved all of the original Council issues with respect to the basic organizational structure of the FMD, exclusive of the real estate management concerns. One new organizational issue emerged, however, as a result of one of the Best Business Practices recommendations. That issue surrounds the creation of a Major Franchising Unit in the FMD Director's Office. This issue is addressed in Section 4 of this report.

### **1.1.2 Properties Expert Review Task Force**

On April 2, 2001, the council adopted Ordinance 14106 that directed council staff to establish a properties expert review task force. The purpose of this task force was to evaluate real property resources to ensure that County assets are put to their highest and best use and to propose criteria to assist the council in its decision-making.

The PERT consisted of a small group of knowledgeable local representatives from the real estate development community. In August 2001 the PERT reported to the Council and made a number of observations and recommendations. The Council took account of these in Ordinance 14199 and directed that capital asset management be an integral part of the requested study of the FMD organizational structure.

The full text of Ordinance 14199 Section 256 is as follows:

**Ordinance  
14199  
Section 256**

Based upon the preliminary review of the Properties Expert Review Task Force (PERT), thoughtful consideration of capital asset management, planning, retention, and disposition needs to occur in a comprehensive manner. Past reorganizations have resulted in unintended consequences of a property management system that is not sufficiently integrated countywide. Deliberative study and thoughtful implementation of an organizational structure is needed in order to achieve the goals required by county policymakers.

In consideration of this review, the executive shall prepare and submit a report to the council on the organization of the facilities management division of the department of executive services by May 2002. This report shall identify different organizational structures, including but not limited to, splitting the building services section from the asset management and development sections, creating two separate divisions, and integrating other like functions into the asset management and development section. Criteria for evaluation of proposed models shall include, but not be limited to, cost efficiencies; management oversight; development of decision making models for policy makers; effective and strategic planning for buildings and land assets and overall coordination of other related services.

- A copy of the original PERT Report is contained in **Appendix B** of this report for reference. Also included in **Appendix B** is a white paper developed during 2002 and finalized in January 2003 by Seneca Real Estate Group/Kinzer Real Estate Services titled "White Paper In Response to PERT Report."

The February 3, 2003 FMD Reorganization Report, although addressing many of the business practice concerns relative to real estate management in King County, did not fully resolve Council concerns that grew from the PERT report. Section 2 of this follow-up report contains an Executive Branch proposal to address Council concerns, while remaining in compliance with the King County Charter.

### 1.1.3 Budget Provisos

A number of 2002 and 2003 budget provisos required the Facilities Management Division Organizational Study as described above. In addition to these, two new requirements were added as provisos to the 2003 adopted budget:

*The report shall also include: (1) an evaluation of the efficacy of the team cleaning concept, and (2) a staffing plan showing the deployment of building security guards in county buildings, including any assignments to parking facilities, and a workload analysis justifying the number of FTEs in the plan.*

The “team cleaning” concept is the method currently used by FMD for delivery of janitorial services. The team cleaning approach, implemented during the spring of 2002, involves assigning teams of custodians to work together on each floor of a building until it is cleaned. This approach differs from past FMD practice of assigning individual custodians to specific floors.

Although the February 3, 2003 FMD Reorganization report contained a section on the efficiency and effectiveness of team cleaning as an approach to janitorial services and included information gathered from research on industry practices nationwide, it did not include enough specific King County information to resolve Council concerns. Specifically, the Council requested additional information regarding tenant and custodial staff satisfaction and service level agreements. Although not included in any of the legislation or Council staff reports, there was a verbal request from Council to look into the impacts of team cleaning on absenteeism and on-the-job injuries. This report responds to the remaining concerns regarding team cleaning.

The building security staffing deployment concerns were addressed to the full satisfaction of the Council in the FMD Reorganization report.

## 1.2 Executive Response to Remaining Issues

This report contains the Executive Branch response to the remaining Council issues, as identified in Motion 11732 and Ordinance 14638.

### 1.2.1 Approach

A separate approach to each of the three remaining issues was taken to prepare this report:

**Real Property Management:** An interdepartmental Real Estate Forum was established to develop a strategy to address the remaining PERT

concerns and charters were drafted for both the Real Estate Forum and the Real Estate Oversight Committee.

**Custodial Services:** An independent consultant was hired to conduct tenant and employee surveys to ascertain the level of satisfaction of tenants and employees with respect to team cleaning. The Office of Safety and Claims reviewed the practices associated with Team Cleaning. The FMD reviewed the history of injury claims both before and after implementation of Team Cleaning and accumulated base information about custodian absenteeism. Finally, an independent consultant has been hired to assist with the preparation of service level agreements.

**Major Franchising Unit:** The DES Director's Office conducted an evaluation of options to address the concerns surrounding the creation of the Major Franchising Unit, and the question of whether or not it is advisable to move the Cable Franchising Unit from the Information Technology Services (ITS) Division in DES to the FMD.

These supporting or reference documents are provided as appendices:

- **Appendix A.** Motion 11732 and Ordinance 14638.
- **Appendix B.** King County Properties Expert Review Task Force (PERT) report, "Effectively Managing King County's Properties – Report and Recommendations," October 2001

Seneca Real Estate Group/Kinzer Real Estate Services report, "White Paper In Response to PERT Report" developed in 2002 and finalized in January 2003

- **Appendix C.** Job Announcement – Real Estate Services Manager
- ~~**Appendix D.** Committee Charters~~
- **Appendix E.** Tenant Satisfaction Surveys on Custodial Services Report/Sample of Survey.
- **Appendix F.** Custodial Staff Surveys Report/Sample of Survey.
- **Appendix G.** Office of Safety and Claims Report on Team Cleaning
- **Appendix H.** Summary of Custodial Absenteeism.

- **Appendix I.** Work Order – Development of Standardized Service Level Agreement Process.
- **Appendix J.** Franchising in King County – King County Code 6.27 and 6.27A relating to franchising.

## SECTION 2

# Real Estate and Major Capital Project Management

**T**his section addresses the remaining Council concerns regarding real estate and major capital project management. The real estate management issues were articulated in the PERT report. Responses to those issues were contained in the document prepared by Seneca Real Estate Group/Kinzer Real Estate Services report, "White Paper In Response to PERT Report." Additional responses were provided in the FMD Reorganization Report. Although both the Seneca/Kinzer white paper and the FMD Reorganization report made considerable progress in addressing Council concerns, some concerns remain.

In addition to the real estate management issues, both council and the PERT report articulated concerns regarding the management of major capital projects. The PERT report identified concerns regarding major capital projects in the context of overall strategic property and asset management. Council raised concerns regarding the management approach to major capital projects, and the ability for Council to provide early policy level input and direction. In response, the Executive has made significant changes to the management of major capital projects, which have led to notable improvements in project oversight, delivery, and coordination with Council. This report formalizes and memorializes the changes already implemented by the Executive. Additionally, this report recommends a formal committee structure, which would ensure Council opportunity for early policy level input on major capital projects and real estate matters.

## 2.1 Real Property Management

The PERT report raised significant concerns with respect to real estate and property management. Many of these concerns were addressed in the February 3, 2003 Reorganization Report; however, three remaining areas of concern remain:

- **Decentralized approach to real estate management:** real estate management is partially decentralized in King County, with FMD having some overall centralized functions such as real estate inventorying and surplus sales, while the Department of Transportation and Department of Natural Resources and Parks carry out certain decentralized functions, most notably land acquisition. The PERT report raised this as a concern due to the lack of clear lines of accountability and the potential for uncoordinated efforts, conflicting asset management objectives, and the lack of an overall strategic approach to real estate portfolio and asset management. The report also cited the need to consistently use analytical tools for property inventory maintenance, proactive identification of real estate needs, and identification of highest and best use for each property.
- **Council involvement in policy decisions:** the PERT report identified a need for early Council involvement in complex real estate transactions, prior to submittal of proposed legislation.
- **Appropriate staff expertise in real estate management:** although not explicitly stated as an area of concern, the report cited certain qualities of an effective delivery system for real estate portfolio needs suggested by The International City/County Managers Association (ICMA). Among those qualities was the necessary expertise to effectively deliver real estate portfolio services. That expertise included real estate experience in valuation, construction, buying and selling, marketing, property management, and development. Also cited were the ability to make detailed analysis of markets, financing, return versus risk.

The PERT report had specific recommendations regarding decentralized property management and council involvement in real estate decisions. With regard to the area of staff expertise, the PERT report recommended hiring an independent expert to help the County develop an asset management system and frame-up an asset management



program. The report acknowledged that from a staffing resource standpoint, it would be unrealistic to expect the limited number of already committed staff in Property Services to take on this initial set up for an asset management program. The PERT group had a preference that the County transition to in-house expertise as the program is defined and resource requirements are identified.

- **Decentralization** of real estate functions. The PERT recommendations address a number of the PERT concerns, including a clear point of accountability and authority and ensuring a coordinated asset management program. Rather than address whether there should be significant organizational change related to asset management, the PERT group focused on the need for development and implementation of a centralized real estate portfolio data base and portfolio management program as a means to better coordinate the many asset interests of the various County agencies, the County Executive and the County Council.
- **Early Council involvement in policy level direction** on real estate matters. To address this concern, the PERT report recommends creation of a Real Estate Cabinet that would include members from the Executive and Legislative Branches. The Cabinet would make policy level decisions regarding real estate.

Although the Executive Branch acknowledges that improvements are needed to address both concerns and, in fact are diligently moving forward with the first area, there are problems with the Real Estate Cabinet solution suggested by the PERT report. Creation of a Real Estate Cabinet, with members from both the executive and legislative branches of King County government conflicts with the County Charter and blurs the separation of powers between the branches of government.

This report proposes alternatives to the PERT recommendations regarding creation of a Real Estate Cabinet that are refinements to the recommendations in the original Reorganization Report. The proposed solutions presented in this report, a Joint Conferencing Committee, working with an Executive Oversight Committee is intended to address the root concerns leading to the PERT recommendations, while remaining within the parameters set forth in the King County Charter.

This report also outlines our initial approach and further actions to ensure that appropriately trained real estate expertise are assigned to staff positions within the County.

## **2.1.1 Centralization vs. Coordination**

**A**s part of the February 3<sup>rd</sup> FMD Reorganization report, FMD staff reviewed the real estate activities currently being undertaken by several groups within the County. The goal of this review was to determine if there is any advantage to consolidating real estate and asset management activities currently carried out by multiple County agencies. FMD concluded that centralization did not meet the needs of custodial agencies as well as a coordinated, decentralized approach to real estate and asset management. Seneca/Kinzer drew a similar conclusion in their white paper. There is, however, a need for significant restructuring of the management/oversight structure for real estate and asset management functions in King County. This restructuring needs to include a centralized oversight and coordination process, as well as a centralized real estate portfolio management system.

### **2.1.1.1 Summary of FMD Reorganization Report Findings**

The FMD Reorganization report contained information and findings that are pertinent to this follow-up report. A brief synopsis is provided below.

The potential advantages of consolidation or centralization associated with a larger resource base include:

- Increased opportunities to take advantage of economies of scale with a larger work group and a broader base of professional skills.
- Enhanced cross-training with the larger resource base.
- More consistent application of professional standards and administrative practices resulting from a single management.
- Reduced probability that capital construction needs will drive real estate acquisition decisions, thereby increasing the costs of real estate above reasonable levels.
- Greater capacity to deal with the peaks and valleys representing the business cycles of the various capital improvement programs.
- Enhanced coordination.

The potential shortcomings associated with consolidation include:

- Slower response times to emergent priority needs of the owner agency because real estate resources are being applied over the short term to competing interests.

- Decreased opportunities to develop specialty professional skills necessary to provide real estate services to individual capital improvement programs with unique programmatic needs or legal requirements.
- Reduced management control by owner agencies.
- Reduced budgetary control by owner agencies.

The relative merits of centralization vs. decentralization are difficult to assess because most shortcomings associated with each structure can be partially or totally offset through business systems or administrative structures. For example, coordination shortcomings associated with a decentralized system can be overcome by oversight groups, inter-agency task groups, shared reporting, or any number of other measures to ensure that necessary coordination is taking place.

The County has five groups located in three departments that perform real estate functions. Furthermore, these same departments have custody of properties and perform necessary activities related to protection of these public assets. Following is a summary of real estate functions and who plays a role in each (Table 1).

**Table 1. Real Estate Functions in King County**

| Real Estate Function | FMD | TRANSIT | PARKS & OS | W QUALITY | TOD | DES ITS | Comments   |
|----------------------|-----|---------|------------|-----------|-----|---------|--|
| Outside Leasing      | X   | X       |            |           |     |         | Transit leases some transformer sites or other small operational properties. |
| Leasehold Management | X   | X       | X          |           |     |         | Transit and Parks concessions only   |
| Real Estate Records  |     |         |            |           |     |         |  |
| Maintain Inventory   | X   |         |            |           |     |         |  |
| Real Estate Records  | X   | X       | X          | X         | X   |         |  |
| Surplus Sales        |     |         |            |           |     |         |  |
| In-House Brokerage   | X   |         |            |           |     |         |  |
| Auction              | X   |         |            |           |     |         |  |
| Franchising          | X   |         |            |           |     | X       | Office of Cable Communications   |

|                                   |   |   |   |   |  |  |                             |
|-----------------------------------|---|---|---|---|--|--|-----------------------------|
| Permits                           |   |   |   |   |  |  |                             |
| ROW Construction                  | X |   |   |   |  |  |                             |
| Special Use                       | X |   | X |   |  |  | Parks processes and reviews |
| Acquisition Agents                | X | X | X | X |  |  |                             |
| Appraisals                        |   |   |   |   |  |  |                             |
| In-House Appraisals               | X |   |   | X |  |  |                             |
| Peer Review Contracted Appraisals | X |   |   | X |  |  |                             |
| Relocations                       | X |   |   |   |  |  |                             |
| Title Searches                    | X |   | X |   |  |  |                             |

Further details regarding specific activities performed by each of these groups can be found in the February 3<sup>rd</sup> FMD Reorganization Report.

The FMD Reorganization Report concluded that the current structure of real estate services in King County confuses outside parties and, in the absence of a professional portfolio management system, is cumbersome and often fragmented. However, many of the shortcomings of the current structure can be overcome with enhanced business systems and administrative structure rather than a wholesale restructuring of the entire system. Many features of the current structure work both from the owner agencies' and FMD's perspectives.

The FMD believes that the County's real estate functions could be improved not only by implementing the recommendations, the organizational changes and Best Business Practices from the FMD Reorganization report, but also by taking the following steps:

- Formally adopting a countywide real estate oversight and coordination structure.
- Creating a Real Estate Joint Conference Committee including representatives from the Council and Executive Cabinet.

The FMD further believes that multi-agency coordination of the various capital programs, an element of asset management, could be enhanced by creating a CIP Forum whose purpose would be to provide general guidance, oversight, coordination, and direction to all County departments performing CIP work, and a CIP Coordination Subcommittee of the Real Estate Forum designed to coordinate the various County

CIP Plans with real property decisions. This is discussed in more detail at Section 2.1.1.2

### **2.1.1.2 Oversight and Coordination Structure**

The proposed real estate oversight and coordination structure provides for centralized coordination at the technical level and centralized oversight at the policy level. There are three basic components to the proposed structure:

- **A Real Estate Forum** at the technical level
- **An Executive Oversight Committee** at the executive department director level
- **A Joint Conference Committee** representing the interests of both the Council and the Executive

#### ***Real Estate Forum***

To improve coordination at the technical level, FMD has initiated a Real Estate Forum. The purpose of the Forum is to provide for coordination, information, and direction to all County departments performing real estate work to ensure countywide consistency. The Forum is chaired by the Real Property Services Section Manager in FMD. Members include director-appointed representatives from each department, division, and section performing real estate functions. There are currently about twenty representatives from at least nine work units participating in the Forum. Beyond those with direct real estate management responsibilities, there are representatives from the County's Geographic Information System (GIS) center, the Information and Telecom Services (ITS) Division, and the housing staff of the Department of Community and Human Services (DCHS). The Forum is charged with the following responsibilities:

- Ensuring Consistent implementation of real estate portfolio management policies.
- Recommending countywide real estate portfolio goals and monitoring performance against those goals.
- Developing and implementing a countywide real estate portfolio management system.
- Sharing resources, preventing duplication of effort

- Conducting strategic, long-term planning, and making countywide strategic real estate plan recommendations.
- Proposing updates to County policies, procedures, and code to address concerns raised by the PERT report.
- Coordinating real estate portfolio management activities with CIP project planning and implementation on a countywide basis.
- Producing monthly status reports, including work program progress reports, potential policy issues/concerns, and budget proposals.

To accomplish these goals, working subcommittees will be formed. Work products of the subcommittees will be given to the Oversight Committee for review, discussion with the Joint Conference Committee, and approval.

As of this date four subcommittees have been identified:

- **Real Estate Portfolio Management System Subcommittee:** This subcommittee will be responsible for developing and implementing the new countywide real estate portfolio management system. The subcommittee is in the process of developing the scope of work for the consultant contract to create the new system. The subcommittee will make recommendations to the Forum regarding data needs, reporting requirements, online access capabilities, interface with the King County Geographic Information System (GIS), and data maintenance responsibilities. The subcommittee will write a procedures manual, which clearly spells out roles and responsibilities of each work unit in terms of data updates.
- **Policy/Code Subcommittee:** The PERT report identified a number of areas where County code and policies needed review and modification. This subcommittee will follow up on the PERT recommendations to propose specific code language and policy changes. Additionally, the subcommittee will work with County departments and agencies to address their concerns regarding real estate code and policy issues.
- **Strategic Planning Subcommittee:** This subcommittee will identify the work program needs and strategic goals of each individual unit. Using this information, and policy guidance from the Oversight Committee and the Joint Conference Committee, will develop long term strategic plans. These strategic

plans will be recommended to the Oversight Committee.

- **CIP Coordination Subcommittee:** As identified by PERT, there clearly is a need to make sure real property decisions are made in concert with CIP plans. This subcommittee will be charged with coordinating with the CIP Forum (described later in this section), and bringing recommendations to the Oversight Committee with respect to overlapping CIP and real estate issues.

The Real Estate Forum will report to the Real Estate Executive Oversight Committee.

### ***Real Estate Executive Oversight Committee***

The purpose of the Executive Oversight Committee is to provide for consistent implementation and coordination of countywide policies regarding real estate portfolio management. The Oversight Committee will be chaired by the County Administrative Officer. Members will include Assistant County Executives, the Budget Office Director, affected department directors, the FMD Division Director, and the Executive's Council Liaison. The Oversight Committee will be charged with the following responsibilities:

- Overseeing implementation of a countywide Real Estate Portfolio Management Program. Specifically, the Oversight Committee will:
  - Provide for consistent implementation of real estate portfolio management policies.
  - Establish countywide real estate portfolio goals and monitoring performance related to those goals.
  - Oversee development and implementation of the countywide Real Estate Portfolio Management System.
- Reviewing and approving surplus property proposals.
- Providing direction on, and review of, budget initiatives.
- Coordinating interdepartmental agency work programs and issues.
- Reviewing and approving legislation prior to submittal to Council.

- Reviewing monthly status reports from the Real Estate Forum.
- Participating in the Joint Conference Committee (monthly).
  - Discuss issues relating to all of the Oversight Committee responsibilities listed above.
  - Review status reports.
  - Obtain early policy input from Joint Conference Committee prior to submittal of legislation.
  - Provide direction to the Real Estate Forum as determined in the Joint Conference Committee.

***Real Estate Joint Conference Committee***

The purpose of Joint Conference Committee is to provide a forum for early policy level dialogue between the Executive and Council on real estate matters. Membership shall consist of Real Estate Executive Oversight Committee members and Council members and Council staff as appointed by the Council Chair. The Joint Conference Committee shall be chaired by a Council member as determined by the Council Chair and will have the following responsibilities.

- Reviewing and discussing policy matters regarding real estate portfolio management, prior to submittal of legislation.
- Discussing significant real estate policy issues related to major capital projects.
- Assisting with interdepartmental/interagency coordination.
- Providing early policy level input regarding potential budget initiatives.
- Reviewing monthly project status reports.

A structure similar to the oversight and coordination structure proposed for real estate portfolio management is proposed for major capital projects.



### *CIP Forum*

To improve coordination at the technical level, FMD a CIP Forum is proposed. The purpose of the Forum is to provide general guidance, oversight, coordination, and direction to all County departments performing CIP work. The Forum will be chaired by the County's Administrative Officer. Members will include director-appointed representatives from each department, division, and section performing CIP functions. The Forum will be charged with the following responsibilities:

- Sharing resources, preventing duplication of effort.
- Conducting strategic, long-term planning, and making countywide strategic real estate plan recommendations.
- Proposing updates to County policies, procedures, and code to address concerns raised by the PERT report.
- Coordinating procurement efforts.
- Proposing changes to, and implementation strategies for, environmental laws, regulations, and policies.
- Coordinate CIP planning and implementation with the Real Estate Forum.
- Producing monthly status reports, including work program progress reports, potential policy issues/concerns, and budget proposals.

To accomplish these goals, working subcommittees will be formed. Work products of the subcommittees will be given to the Oversight Committee for review, discussion with the Joint Conference Committee, and approval.

As of this date four subcommittees have been identified:

- **Strategic Planning Subcommittee:** This subcommittee will identify the work program needs and strategic goals of each individual unit. Using this information, and policy guidance from the Oversight Committee and the Joint Conference Committee, will develop long term strategic plans. These strategic plans will be recommended to the Oversight Committee.
- **Policy/Code Subcommittee:** The PERT report identified a number of areas where County code and policies needed review and modification. This subcommittee will follow up on the PERT recommendations to propose specific code language and policy changes. Additionally, the subcommittee

will work with County departments and agencies to address their concerns regarding code and policy issues.

- **Environmental Subcommittee:** This subcommittee will review and evaluate environmental laws and regulations and make recommendations regarding implementation strategies and/or regulatory changes.
- **CIP Coordination Subcommittee:** As identified by PERT, there clearly is a need to make sure real property decisions are made in concert with CIP plans. This subcommittee will be charged with coordinating with the CIP Forum (described later in this section), and bringing recommendations to the Oversight Committee with respect to overlapping CIP and real estate issues.

The CIP Forum will report to the Major Capital Projects Executive Oversight Committee.

#### ***Major Capital Projects Executive Oversight Committee***

The purpose of the Major Capital Projects Executive Oversight Committee is to provide general guidance, oversight, coordination and direction on major capital projects. The Oversight Committee will be chaired by the Executive Chief of Staff. Members will include Assistant County Executives, Budget Office Director, affected department directors, the FMD Division Director, and the Executive's Council Liaison. The Oversight Committee will be charged with the following responsibilities:

- Identifying major capital projects based on cost, complexity, risk, delivery method.
- Monitoring scopes, schedules, and budgets.
- Approving project delivery methods.
- Providing direction on and review of budget initiatives.
- Coordinate interdepartmental/interagency issues.
- Participating in the Joint Conference Committee (monthly).
  - Discuss issues relating to all of the Oversight Committee responsibilities listed above.

- Review status reports.
- Obtain early policy input from Joint Conference Committee prior to submittal of legislation.
- Provide direction to the CIP Forum as determined in the Joint Conference Committee.

***Major Capital Projects Joint Conference Committee***

The purpose of Joint Conference Committee is to provide a forum for early policy level dialogue between the Executive and Council on major capital project matters. Membership shall consist of Major Capital Projects Executive Oversight Committee members and Council members and Council staff as appointed by the Council Chair. The Joint Conference Committee shall be chaired by a Council member as determined by the Council Chair. The Joint Conference Committee shall be responsible for:

- Reviewing and discussing policy matters regarding major capital projects.
- Discussing significant real estate policy issues related to major capital projects.
- Assisting with interdepartmental/interagency coordination.
- Providing early policy level input regarding strategic, long term goals.
- Providing early policy level input regarding potential budget initiatives.
- Reviewing monthly project status reports.

### **2.1.2 Appropriate level of staff expertise**

Although not specifically identified as an area of concern, the PERT report recommended hiring an independent expert to help the County develop an asset management system and frame up an asset management program. The report acknowledged that from a staffing resource standpoint, it would be unrealistic to expect the limited number of already committed staff in Property Services to take on this initial phase of work. The PERT group had a preference that the County transition to in-house expertise as the program is defined and resource requirements are identified.

The FMD expects that both the CIP and Real Estate forums will take an active interest in the in-house skill sets currently brought to bear in the County's asset management, the scope of procured consultant advisory services, and develop a staff development and training plan for the County as appropriate. With regard to real estate, the FMD's first step is to hire a person to fill the current vacant Real Estate Section Manager position who has the skill sets to both direct the development of and execute a new real estate portfolio management program. The job announcement for this position is attached at Attachment C.

The FMD, through the newly created Real Estate Portfolio Management System Subcommittee, is currently defining the scope of consultant advisory services to be applied to the development of a real estate portfolio management system and program. As recommended by the PERT, the scope shall include an assessment of necessary in-house skill sets for the program. The FMD expects the new Manager of the Real Estate Services Section to work with the consultant to develop a staffing and professional skills development plan for the County's portfolio management program.

### **2.1.3 Combined real estate and major capital projects joint conference committee**

In the interest of efficiency, the creation of a single committee, to be called the real estate and major capital projects joint conference committee is an alternative to having two separate committees.

## SECTION 3

### Evaluation of Custodial Services

**T**his section addresses Council concerns about custodial services. Specifically, this section addresses the following questions regarding Custodial Services: Are custodial services in King County (i.e., the “team cleaning” approach) efficient and effective? Are tenants and custodial staff satisfied with the team cleaning approach? Are there adequate service level agreements in place to meet tenant needs?

An independent consultant was hired to conduct tenant and employee surveys to ascertain the level of satisfaction of tenants and employees with respect to team cleaning. Furthermore, the Office of Safety and Claims reviewed the practices associated with Team Cleaning. Also, the FMD accumulated base information about custodian absenteeism. Finally, an independent consultant is being hired to embark on an effort to develop service agreements for custodial services.

The general conclusion is that there are positive signs that “team cleaning” is making a positive difference to quality of services. The FMD is cautiously optimistic that with continuing implementation efforts including training, this program will be a success. However, close monitoring is in order. The DES is undertaking a consultant effort to develop and implement Service Level Agreements with tenant agencies, as part of a test model for the Department.

#### **3.1 Tenant and Employee Satisfaction**

##### **3.1.1 Overview**

A consultant was hired to conduct tenant and employee surveys to ascertain the level of satisfaction of tenants and employees with respect to team cleaning. In order to obtain information about custodial employees’ opinions of team cleaning and their workplace satisfaction, The Facilities Maintenance Division engaged a consultant to conduct survey of tenants and custodial employees who work in teams in order to obtain information about custodial employees’ opinions of team cleaning and their workplace satisfaction. The results of the research will be used in assessing team cleaning and in developing strategies to improve productivity, the quality of work, and the work environment.

### **3.1.2 Tenant Satisfaction**

The specific information objectives of the research are as follows:

- Examine tenants' overall satisfaction with the custodial and cleaning services provided by FMD;
- Assess tenants' opinions of the quality of customer service and custodial services provided by FMD;
- Assess tenants' perceptions of changes in satisfaction with and quality of custodial services since the introduction of team cleaning (King County Courthouse and Administration Building tenants); and
- Determine the importance of selected activities to which FMD could allocate resources, including an annual deep cleaning and additional staff training.

The full text of the report and the questionnaire used in the research is included Appendix E.

#### **3.1.2.1 Research Methods**

There are three buildings in which FMD custodians work in teams: the King County Courthouse, Administration Building, and the Regional Justice Center (RJC). FMD has a tenant representative for each department in these buildings.

The FMD tenant representatives for each department in the King County Courthouse, Administration Building, and RJC were contacted by email on July 9, 2003, and asked to participate in this survey to assess janitorial services. Follow-up telephone calls and visits by FMD staff reminded the department representatives to participate in the survey. By July 25, 2003, a total of 18 tenants (department contacts) returned completed questionnaires by email, fax, or U.S. mail. Therefore, 78 percent of the 23 department contacts participated in the survey.

Survey results were compiled, analyzed, and conclusions drawn with regard to the direction of the "team cleaning" approach to custodial services.

#### **3.1.2.2 Results – Team Cleaning**

Tenants in the King County Courthouse and Administration Building were asked how their satisfaction and the quality of custodial services have changed since team cleaning was introduced. Responses to these questions show that tenants have had

mixed experiences with team cleaning. Some report that service and satisfaction are higher, some report they are lower, and some report no changes since team cleaning was introduced. More tenants reported improvements with team cleaning in lobbies, stairwells, and elevators than in other building areas. More tenants said that service was worse with team cleaning in office areas, courtrooms, jury rooms, and chambers, than in other building areas. For all services in restrooms, showers, and locker rooms and in lobbies, stairwells, and elevators, at least 73 percent of the tenants said that service was the same or better after team cleaning was introduced than it was previously. This suggests that team cleaning has the potential to be effective in all areas. It currently is perceived as more effective than the previous zone cleaning approach by some tenants.

### **3.1.2.3 Results – Service Satisfaction**

On a five-point scale, all tenants rated their overall satisfaction with the quality of the custodial and cleaning services provided in their work area by FMD as a “2,” “3,” or “4.” No tenants said that they were either “extremely satisfied” (“5”), or “not at all satisfied” (“1”) with service quality. Seventy-eight percent of respondents were somewhat or very satisfied with services. The FMD has the opportunity to increase satisfaction with custodial and cleaning services.

Tenants gave high ratings to FMD staff and managers for being courteous. All 18 tenants participating in the survey rated FMD a “4” or “5” on the five-point scale where 5 means “excellent” for being “courteous.” FMD has the opportunity to improve customer service in the other areas rated, including being “available when you need them,” and “knowledgeable about your needs.”

Of the custodial services rated, FMD received the highest ratings for collecting trash and the lowest ratings for cleaning walls. FMD was rated higher for cleaning floors than dusting horizontal services. The consultant recommended that the FMD should apply the same standards used for emptying trash to all areas of custodial service, with particular attention to improving performance in the areas of cleaning walls and dusting. The FMD needs to balance this need with available resources and frequency of cleaning tasks.

When asked how important it is for FMD to allocate resources to six different activities, tenants rated an annual deep cleaning, one-time deep cleaning following remodels or retrofitting, and periodic inspections with tenants to monitor cleaning more important than the other areas. When asked what they would keep the same about FMD services, tenants praised the friendliness of the staff, the good work they

perform, and supervisory responsiveness. When asked what they would change, tenants most often mentioned that they would improve the quality of cleaning, increase the staff, and increase the frequency of cleaning. The FMD plans to undertake periodic deep cleanings as a “best business practice” presented in the original Reorganization Report. The consultant recommended that FMD consider carefully reviewing tenants’ comments and incorporating tenant suggestions in programs to improve the quality of custodial services. The FMD agrees with that recommendation.

### **3.1.3 Custodian Satisfaction**

The specific information objectives of the research were as follows:

- Examine custodial employees’ opinions of and experiences with team cleaning;
- Assess custodial employees’ satisfaction with their jobs and work environment, including overall satisfaction, supervisor support and communication, job-related resources, and management practices; and
- Determine custodial employees’ experiences with lifting heavy items at work. This portion of the scope goes hand-in-hand with the ergonomics analysis performed by the King County Safety and Claims Management review (Section 3.2).

The full text of the report and the questionnaire used in the research is included Appendix F.

#### **3.1.3.1 Research Methods**

A total of 25 FMD custodial employees completed written questionnaires during an employee meeting on July 18, 2003, 89 percent of those employees participating in “team cleaning”. Survey results were compiled, analyzed, and conclusions drawn with regard to the direction of the “team cleaning” approach to custodial services.

#### **3.1.3.2 Results-Team Cleaning**

Employees indicated that they have mixed opinions of team cleaning. While some employees did, other employees did not report experiencing the benefits typically associated with team cleaning (such as handling fewer cleaning products, being able to do more cleaning, and leaving cleaner areas than when working alone). In addition, some employees said that they would like to “stop” team cleaning, or that team



cleaning permitted some employees to underperform and required others to do more than their share of cleaning. Other employees had no suggestions to improve team cleaning. These results suggest that the team cleaning approach works well for some employees and not as well for others. The consultant suggested that FMD may wish to identify the groups that work productively and effectively with team cleaning, and use those teams as models or a source of lessons for how to improve the performance and satisfaction of other teams.

### **3.1.3.3 Results-Satisfaction with Job and Work Environment**

In response to questions about their overall job satisfaction, work climate, supervisor support and communication, job-related resources, and management practices, employees also reported mixed opinions. Some employees agreed and some disagreed with each question. However, employees gave higher ratings to the work climate (including being treated with respect and contributing to the success of FMD) and job-related resources (equipment, tools, supplies, and training) than to other areas. FMD may want to consider targeting the lower-rated areas of management practices, supervisor support, and communications and developing strategies to improve performance in these areas.

### **3.1.3.4 Results-Lifting Heavy Items**

Almost half of the employees said that they feel they lift heavy items, including trash bags, supplies, and water buckets, at work daily. According to the consultant, FMD may want to ensure that the weight of such items is not problematic, even though the items are judged to be “heavy” by the employees. See next Section 3.2 for the FMD’s ergonomic response.

## **3.2 Safety**

The work duties of the custodians in the Courthouse were changed in March 2002 by assigning custodial employees from floor assignments to the work regimen accompanying “Team Cleaning”. Based on concerns raised by custodians, the King County Safety and Claims Management Office was asked to perform an ergonomics assessment for these Courthouse custodians. The results of that assessment were reported on May 15, 2002 (Appendix G).

The assessment tested “team cleaning” practices against the new Washington State Labor and Industries WISHA Ergonomics Rule. None of the positions reviewed exceeded the WISHA Ergonomics Rule limits for Work Related Musculoskeletal Disorder

Hazards. The other set of limits in the WISHA Ergonomics Rule is the Caution Zone Checklist which are conditions that may increase the risk for work related musculoskeletal disorders. This category, if not complied with, would require employee ergonomics training once every three years. One specific job task, vacuuming carpets, exceeded this standard. Backpack cleaners are being ordered to deal with this condition. This would eliminate this as a non-compliant category. For those that cannot use the backpack cleaner, lighter vacuums are being investigated.

The FMD also reviewed the janitorial injury claims both before and after the implementation of "team cleaning". Janitors filed a total of 4 claims immediately after the implementation of team cleaning attributable to changed work tasks. As in other jurisdictions, once the Safety and Claims Management Office reviewed the "team cleaning" job activities and found that no ergonomic hazards were present and once employees got used to the work routine, no further "team cleaning" related claims were made.

As the FMD was considering using the "team cleaning" concept, it was assumed that ergonomic issues associated with the changed approach would be minor, if any, because "team cleaning" is not repetitive motion. Rather the concept involves repetitive tasks that have multiple motions.

### **3.3 Custodial Absenteeism**

A question has arisen as to what impact "team cleaning" has had on employee absenteeism with an assertion that the combination of repetitive tasks and motions associated with team cleaning would result in increased use of sick leave, particularly sick leave for custodial related on-the-job injuries. The FMD finds that the opposite appears to be the case. Sick leave use and custodial related injury time off has actually decreased for those employees who are participating in "team cleaning".

Appendix H presents a report that shows sick leave usage for those employees participating in "team cleaning" for the years 2001, 2002, and 2003 presented as a per month average hours. For this analysis, absenteeism for non-custodial related claims has been removed. This removal involved two employees. One employee was injured while working as an Asbestos worker with extended time off and another was off for an extended period of time due to a surgery that was not related to work at King County.

The results of this analysis are encouraging. The average time off for years 2001 and 2002 was 14.0 and 14.3 hours respectively. The average time off for 2003 has dropped to 11.3 hours.

### **3.4 Service Level Agreements (SLAs)**

King County's Department of Executive Services (DES) has a specific interest in developing a *standardized approach* for not only formulating Service Level Agreements (SLAs) in a variety of service areas, but also, the creation of a vehicle for evaluating the support providers' performance against the developed SLA with clear, meaningful, and appropriate measures. To accomplish this, DES has contracted with HDR to work with their assigned agencies to develop two separate internal SLA's between two separate and distinct internal service receivers and service providers. One of the two selected is custodial services of the FMD. DES is conducting this work to test and refine the appropriateness and congruency of the customized SLA development process prior to employing it on a more comprehensive scale. The work order for this effort is provided as Attachment I.

#### **3.4.1 Project Approach**

The project approach will capitalize upon DES's existing relevant data collection and performance indicators pertaining to the service receiver that is selected to develop a SLA. The intent of this approach is to cultivate a productive relationship focused on effective and efficient service delivery between the service provider and service receivers, and any relevant industry specialists that are selected by DES to assist in the development of a SLA.

The following overarching questions will have to be answered to ensure the SLA is meaningful:

- What **exactly** is the service to be provided?
- What are the responsibilities with regards to this service?
- How will the **quality** of the service be measured?
- What is the service level the support provider is expected to achieve?
- How will performance be reported?

- What corrective actions will the support provider take if the outlined service levels are not achieved?
- What fees, charge backs, or budget assessments will the service receiver pay for the services provided?
- What, if any, remedies will be used to compensate the service receiver if the service levels are not achieved (i.e. reduced funding for service, enhance support service provision, reduced dedicated FTE's, etc.)?
- What opportunities exist for additional efficiencies and cost savings?

### **3.4.2 Project Scope**

The development of a SLA requires both a process and documentation. The process of reaching an agreement is just as important as the agreement itself. Hence, the best service level agreements result from the close cooperation between the two parties involved. The advantages of this process are that it gives the support service provider an opportunity to improve performance, while at the same time giving the customer (service receiver) an opportunity to review priorities.

The main reason organizations, public and private, enter into SLA's is to improve the effectiveness and efficiency of service delivery. To that end, there are benefits for both customers and service providers if the SLA process is executed, implemented, and monitored correctly.

The scope of work is intended to achieve the department's goal to (1) standardize an approach for formulating SLA's, and (2) create a vehicle for evaluating the support providers' performance against the developed SLA with clear, meaningful, and appropriate measures.

This project is composed of ten (10) tasks with corresponding deliverables described for each. The intended outcome for each task is cumulative in nature—one task building upon the next. All of the tasks described below are necessary components of

the overall goals which are as follows:

- (1) the development of an effective SLA process for DES,
- (2) the development of two actual SLAs one being for custodial services, and
- (3) the development of an SLA implementation training tool for managing implemented SLAs.

## SECTION 4

### Major Franchising Unit

**T**his section addresses the creation of the Major Franchising Unit, as proposed in the FMD Reorganization Report, and whether or not such creation is appropriate. The section further addresses the issue of whether or not it makes sense to move the Cable Franchising Unit from the Information Technology Services (ITS) Division in DES to the FMD.

The DES Director's Office conducted an evaluation of options to address the concerns surrounding the creation of the Major Franchising Unit, and the question of whether or not it is advisable to move the Cable Franchising Unit from the Information Technology Services (ITS) Division in DES to the FMD.

#### **4.1 FMD Reorganization Report Recommendations and Follow-up Study**

The FMD Reorganization Report recommended that a major franchising unit be created that reports directly to the FMD Director in the interest of effectively dealing with complex negotiations with franchise applicants. The report also recommended further study into the idea of consolidating all County franchising activities within the FMD. As part of the reorganization of the Facilities Management Division, a Major Franchising Unit is being created in the Division Manager's Office to negotiate major long-term franchising agreements with large utilities as a move to deal effectively with complex and inter-departmental issues related to use of the County's property and, in particular, franchising. With the creation of a Major Franchising Unit dedicated to managing complex franchise negotiations and agreements, the question has arisen whether the responsibility for cable and telecommunication franchises should then be moved from the ITS Division to this centralized group in FMD.

#### **4.2 Follow-up Study Recommendations**

The DES Director's Office has performed this organization study for franchise responsibilities and concludes that it does make sense to move to a consolidated franchising unit through a thoughtful and sequenced process with the first step being the creation of a Major Franchising Unit reporting to the director of FMD with total

staff resources of 1.5 FTE's. One of those FTE's would transfer from Property Services to the Director's Office. The .5 FTE would transfer from the Cable Office.

### **4.3 Background**

#### **4.3.1 Franchising**

Franchising is a real estate function related to a county's fiduciary and custodial responsibility to operate and maintain the right-of-way.

A franchise is a special privilege conferred by a local government on individuals that does not belong to the citizens generally as a common right. While each citizen has the right to use the public streets in common with the rest of the general public, special rights are granted to other entities, typically public service companies, to use the public ROW to install their facilities on a permanent basis, and to use those facilities to provide the service that they sell to the public.

A franchise is granted for a period of 10 to 50 years and does the following:

- Grants permission to the utility to place its facilities in the right-of-way
- Establishes rules of how the utility may use the right-of-way;
- Provides the framework for regulating rates and services of the utility to the public;
- Provides the means for payment by the utility to the government for the privilege of using the right-of-way.

#### **4.3.2 Franchising Process**

Under state law and county code franchising is a two-step process. The executive negotiates a franchise with the utility after which the franchise is transmitted to council for adoption. The negotiations should be conducted in full recognition of the complex set of federal and state laws and county codes that apply to all franchising as well as those that are specific to the type of utility being franchised.

The council adopts the franchise by ordinance after a public hearing. If after the hearing, the council deems it to be in the public interest to grant the franchise in whole

or in part, it may make and enter a resolution to that effect and may require the applicant to place its utility and its appurtenances in such location on or along the county road as the board finds will cause the least interference with other uses of the road

Because franchising issues are complex and because franchises are typically granted for a period of 10 to 25 years, the time to complete the negotiations is lengthy. Staff estimates that it will take approximately two years to negotiate a new franchise with Puget Sound Energy. Negotiations with the Soos Creek Water and Sewer District for a water service franchise took four years.

### **4.3.3 Franchising Complexity**

This report will explore in depth the emerging complexity of franchising in order to appropriately frame organizational issues.

Franchising is an extremely complex and technical subject matter - and growing more so every day. Issues of franchising cannot be separated from trustee responsibility of the right-of-way. The most significant franchising issue for the county today is the major lobbying effort by the utilities to limit local government's ability to manage its right-of-way.

Some of the complexities include:

- Federal, state and local law;
- Relationship of franchising authority and the Washington State Utility and Transportation Commission;
- Dual public-private nature of utilities;
- Emerging competition between utilities;
- Nature of the county's regulatory and custodial roles;
- Compensation issues for utility use;
- Emerging federal interest in municipal right-of-way regulations.

### **4.3.4 Enabling Legislation**



Legally, franchising is controlled by federal and state law, and by county code. In addition, the Washington State Utilities and Transportation Committee (WUTC) adopts tariffs for some utilities. Through tariffs some utilities are attempting to limit local government's authorities in franchises. Because most of the large utilities operate nationally or regionally, franchising in one community is watched closely both by the industry and by other communities.

### **Federal Law**

Prior to the 1980's, state law was the body of law that provided the enabling statutes for franchising. With the emergence of the telecommunications industry the federal government stepped in to regulate the industry because of its interstate characteristics. Federal law preserves local government's authority to regulate its right-of-way through franchising and allows for "compensation". The Federal Communications Commission has no rules concerning how local governments are to be compensated for use of the right-of-way by information services such as cable-modem high-speed internet access.

Federal law applies primarily to franchising for cable and telecommunications providers (wireless and wireline). Two major statutes are of concern: the Federal Telecommunications Act of 1996 and the Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992.

The Federal Telecommunications Act of 1996 (1996 Act) was enacted to remove economic and legal barriers to entry into the telecommunications industry. It applies to wireline, wireless and cable providers. While the Act proscribes state and local legal requirements that prohibit any entity from providing telecommunications services, the act preserves a state's ability to impose requirements related to universal service, public safety and welfare, consumer protection and quality of services, but on a competitively neutral basis. The Act also preserves the right of a state or local government to manage its rights-of-way and obtain "fair and reasonable" compensation, again, on a competitively neutral basis.

The Federal Cable Communications Act of 1984 as amended (1992 and 1996) broadly regulates the cable industry. A critical feature of cable regulation throughout its history, and of the 1992 Cable Act, is the relation between local cable companies and the local governments exercising jurisdiction over service areas.

Under current law, local franchising authorities impose franchise fees of up to five percent of gross revenues, set basic cable rates where there is no "effective competition" (as defined by the FCC), determine the number of cable franchises to

award in their area, determine channel "set asides" for public, educational and governmental-access stations, and establish customer-service requirements. The franchiser-local government has the authority to appropriate still other monetary as well as non-monetary benefits from the franchised cable operator.

### **State Law**

Pursuant to RCW 36.55.010 King County has the right to grant franchises to persons or private or municipal corporations to use the right of way of county roads in their respective counties for the construction and maintenance of waterworks, gas pipes, telephone, telegraph, and electric light lines, sewers and any other such facilities. RCW 80.32 grants the county the right to franchise electric power companies. RCW 80.36 grants telephone and telegraph companies operating at the time of statehood the right to operate in the right-of-way without a franchise.

According to RCW 35.55.050 the county has the right to impose reasonable regulatory requirements on the numerous parties who use the ROW including the regulation to obtain a franchise. In addition to the basic authority to grant franchises, state law includes a variety of provisions to govern franchising for specific utilities. The state Attorney General has advised that counties have sufficient authority under RCW 36.55 to impose a franchise fee. What constitutes a "reasonable fee" and its basis of compensation are open to question.

### **County Code**

In 1973, King County adopted Ordinance 1710 (KCC 6.27) requiring franchises for facilities in the right of way including waterworks, gas pipes, telephone, telegraph, electric lines, sewer and other such facilities. This code does the following:

- Grants permission to utilities to place facilities within the right-of-way
- Establishes rules of how the utility may use the ROW;
- Provides the framework for regulating rates and services of the utility to the public.

Notably, KCC 6.27 does not provide the means for payment by the utility to the county for the privilege of placing utilities in the right-of-way.

In 1994, council adopted Ordinance 11278 (KCC 6.27A) requiring franchises for cable providers. This code enables the county to impose franchise fees, determine channel

"set asides" for public, educational and governmental-access stations, and establishes customer-service requirements.

In 1999, Executive Sims issued an executive order allowing voluntary franchising for wireline providers pending council adoption of regulations. This executive order is in effect pending council adoption of an ordinance regulating wireline providers.

In 2000, council adopted Ordinance 13734, exempting wireless providers from franchising requirements. This code establishes conditions for wireless providers to use the right-of-way, establishes fees for its use, and requires that the provider for each installation in the right-of-way sign a right-of-way use agreement.

#### **4.3.5 Public Utility Commission**

As late as the 1940's, local governments were the locus of utility regulatory authority in the State of Washington, and the basic structure of that regulation was the local government franchise. Recognizing that private for-profit utilities were granted monopolies to provide a public service over an area larger than a single municipality and desiring to protect the public's interest, the state of Washington created the Utilities and Transportation Commission. The WUTC regulates the rates, services, and practices of privately-owned utilities and transportation companies, including electric, telecommunications, natural gas, water, and solid waste collection companies. The WUTC is primarily an economic regulator, with some public safety responsibilities for in-state pipelines and railroads. The WUTC approves tariffs that set out rules and regulations for receiving services. For regulated utilities such as Puget Sound Energy the county participates in negotiating these tariffs.

The statewide acts did not eliminate all municipal regulatory authority. The statutes explicitly preserve the powers of municipalities to regulate right-of-way usage.

It is important to note that the WUTC does not regulate wireless and cable utilities. As a consequence, responsibility for ensuring that the public is well served by wireless and cable companies at the local level resides with King County.

#### **4.3.6 Dual public-private nature of utilities**

The dual public-private nature of utilities is one of the myriad sources of conflicting purposes that permeate regulation of ROWs. On the one hand, in many instances the public utility is a privately held corporation, dedicated to making a profit for its owners. On the other hand, the nature of a public utility imposes special responsibilities for public service. There is a duty to serve the entire public, and a public interest the how the ROW is used and in receiving fair compensation for such use.

#### **4.3.7 Competition between utilities**

The overall legal framework for public utilities has been severely tested in recent years due to the introduction, in various forms and to varying extents, of competition to what was traditionally viewed as a naturally monopolistic industry. The experiences in the long distance telephone arena have convinced many policymakers that the introduction of competition to a formerly non-competitive industry will result in lower prices for consumers, without any unacceptable decrease in service. This change to a partially competitive environment has caused difficulty in right-of-way management for municipalities. Where once a municipality was faced with one phone company, one electric company, one gas company, and one cable company, now multiple entities are trying to compete for business, and for space in the right-of-way. Private utilities are lobbying extensively at the federal and state level to reduce the county's custodial role over the ROW.

#### **4.3.8 Nature of county's regulatory role**

The right-of-way is established for the purpose of providing transportation corridors. In defending the propriety of traditional franchises, an analogy is typically drawn to a landlord-tenant relationship. The right-of-way user wishes to place its property above or beneath the property of the county—typically its roads, streets and alleys. However, counties are not typical property owners, streets are not typical property, and utilities are not typical tenants.

On the one hand, the franchise is a grant by the county of the right of a private entity to use the “streets, alleys, highways, or grounds” of the county. This grant is crucial for those private entities that must physically deliver electricity, gas, or electronic

communications to individual residences and businesses within the municipality. On the other hand, the franchise is a protective and regulatory mechanism. The franchise protects the county from liability due to utility actions, and protects the essential use of the right-of-way for transportation purposes by requiring relocation at the cost of the utility should a road need to be widened or moved. The franchise is also the means by which a county regulates the rates and services of companies using the right-of-way. Wireless and cable providers are not regulated by the WUTC.

Utilities contend that the right-of-way serves a broader public purpose than provision of transportation and that their services should be allowed by right and without payment of compensation. They are also lobbying to require local jurisdictions to pay the cost of relocation. The utilities have lost this issue in the courts but continue to pursue it through legislative lobbying.

#### **4.3.9 Emerging Federal Interest in Right-of-Way regulation**

The telecommunications industry is attempting to make the case at the federal level that the local franchise provides a broad arena for local governments to indirectly influence the profitability and direction of the communication industry. From the industry's perspective, local governments are using franchises to coerce the communication system-its owners and operators-into behavior they ordinarily would not pursue, creating a competitive disadvantage for some providers. Some carriers are beginning to make assertions (and some in D.C. are listening) that local regulations on rights-of-way are affecting interstate commerce and that this should be used by federal officials to preempt local authorities. These are high-priority monitoring and lobbying issues for National Association of Counties and the National Association of Telecommunications Officers. By better focusing the franchising function in King County we can better support and leverage off of their activities.

Broadband is a case in point. Internet access can be provided by wireline, cable or telephone lines. Under FCC regulations this service is called high-speed internet access but there is no differentiation about how this service is provided.

Until now, wireline and cable providers have had the dominant role in providing internet access. The county franchise for cable requires payment of fees for cable services. Cable providers claim that broadband is not a cable service and are refusing to pay fees for "internet access". The executive order for wireline requires payment of fees for wireline services including internet access. Telephone companies are exempt

from franchising and pay no fees even though their lines are being used for the same service as other wireline carriers. Up until now the ‘Baby Bells’ have shown little interest in the broadband market. However, with households switching from landline telephone service to wireless service broadband may be a future “telephone” product that can absorb the costly infrastructure support requirements of lines and switching stations.

The area of telecommunications is being litigated in the circuit courts at this time. Resolution of the legal issues will affect the county’s regulation of its right-of-way in unknown ways that will require careful monitoring and management.

#### **4.4 Organizational Structure in King County**

King County code assigns the responsibility for franchising to ITS and FMD. ITS is responsible for managing cable communications provisions set out in KCC 6.27A (Cable Franchising) and for negotiating and administering cable television and telecommunication franchises under 6.27. (KCC 2.16.035(A)(2-3). FMD is responsible for issuing franchises and permits and easements for the use of county property except franchises for cable television and telecommunications. (KCC 2.16.035(E)(10).

As part of the reorganization of the Facilities Management Division, a Major Franchising Unit is being created in the Division Manager’s Office to negotiate major long-term franchising agreements with large utilities. With the creation of a Major Franchising Unit dedicated to managing complex franchise negotiations and agreements, the question has arisen whether the responsibility for cable and telecommunication franchises should be moved from the ITS Division to this centralized group in FMD.

##### **4.4.1 Stakeholders**

Stakeholders in franchising include:

- FMD – Real property management, right-of-way permitting, franchising utilities;
- Roads Division – custodial responsibility for roads maintenance and operations;

- Department of Natural Resources and Parks – water and sewer comprehensive plans and franchises
- King County Council – CTV (government channel provided through the cable franchise)
- ITS – INET (operations), technology, franchising
- Prosecuting Attorney – legal issues for franchising and franchise compliance.

#### **4.4.2 Lines of Business**

The lines of business for ITS are to create and manage secure, reliable, value-driven information and technology solutions to enable all King County agencies to be productive and efficient. Within ITS, the role of the Cable Office is franchise compliance and renewal and establishing and maintaining cable linkages (coaxial cable) for King County agencies. Franchise compliance includes ownership transfers of cable franchises; public education and government (PEG) compliance, customer service and arbitration, revenue collection and community needs and interests assessments.

The lines of business for FMD are to manage and operate the county's capital assets by developing and maintaining cost conscious, sustainable, quality facilities and environments, and to manage to financial and programmatic performance of the county's real estate portfolio. The function of the Major Franchising Unit is to negotiate long-term franchise agreements for large utilities that require extensive knowledge of the political and legislative processes, as well as the ability to analyze legal issues and coordinate legal review with the Prosecuting Attorney's Office.

As established, the Cable Office is functionally independent of other ITS functions. However, with budget cuts the Cable Office manager position has been eliminated. At this time, policy level decision-making and franchise renewal negotiations has been moved to the ITS Director's Office with support from remaining cable office staff.

The Cable Office is functionally related to FMD functions regarding real estate management, right-of-way management and franchising but organizationally separate. Should the franchising function of the cable office be moved to FMD, expertise from the ITS Director's Office would continue to be needed. (NOTE: This relationship would be similar to the relationship that now exists between FMD and the Roads

Division and FMD and DNRP in negotiating franchises with lead franchise negotiation responsibility resting with FMD.)

#### **4.4.3 Subject Matter Expertise**

The subject matter expertise for franchising is distributed between the Prosecuting Attorney's Office, ITS and FMD. The PAO and outside legal council provide expertise in the Telecommunications Act and Cable Acts, franchise negotiations and national issues. ITS Director's Office and Cable Office staff provide expertise in the Telecommunications Act and Cable Acts, cable franchise negotiations, wireless operations, wireline and cable market and business, and technology. FMD provides expertise in wireless and wireline market and business, lease and use negotiations with technology carriers, right-of-way expertise, real property management and franchise negotiations.

#### **4.5 Issues**

The only relationship between cable and the county is that created through the county's legal authority and responsibility for right-of-way management. In this context, two significant issues must be considered when deciding the organizational structure for franchising.

##### **4.5.1 Challenges to right-of-way management**

The legal framework for right-of-way franchising is being severely tested at the federal and state level by utilities in highly competitive industries (wireless, wireline, wireless). This will affect franchising for ALL utilities. An example of this challenge is Qwest's attempt to require Sound Transit to pay for the relocation of Qwest lines as part of construction of the light rail system.



A single agency should be tasked with monitoring the rapidly evolving political and legislative landscape. This includes issues of relocation, compensation and right-of-way use standards. Overarching questions being lobbied by private utilities include:

- Who owns the right-of-way?
- Is the purpose of the right-of-way to provide transportation or to provide for transportation and utility services?
- What rights should be granted to a local agency in order for it to manage the right-of-way and should compensation be allowed?
- What rights should utilities have to locate and operate in the right-of-way?

#### **4.5.2 Functional relationship between telecommunications utilities**

The organizational structure should recognize the functional relationship between wireless, wireline and cable franchises. In terms of functionality and expertise, one agency should be tasked with both franchising and property management responsibility (permitting, location and leasing) for all three utilities. Primary reasons for focusing these responsibilities in a single agency are:

- Federal legislation for telecommunications
- Lack of state regulation for wireless and cable
- County franchising authorities
- Right-of-way uses.

#### **4.6 Conclusion**

In the interest of creating a unified approach to policy development, negotiation framework, and franchise implementation, creation of the Major Franchising Unit and the assignment to this unit of franchise negotiation responsibility for all utilities including the telecommunications and cable industries is prudent. Staffing for this function can be provided by transferring the following staff to the FMD Director's Office: 1.0 FTE from Property Services and 0.5 FTE from ITS Cable Office.

The Cable Office should remain in ITS at this time. The budget appropriates 2.0 FTE for the office. The office is currently staffed with 1.5 FTE and some true temporary

employee time. 0.5 FTE is available for transfer. The Cable Office shall continue to monitor cable franchise activities under the existing franchises during 2004.

## **Appendix**

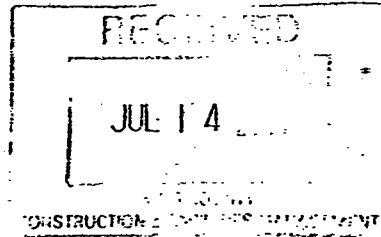


**KING COUNTY**  
**Signature Report**

**Appendix A-1**

June 24, 2003

Motion 11732



Proposed No. 2003-0155.2

Sponsors Phillips

1           A MOTION approving a report evaluating the potential  
2           reorganization of the facilities management division of the  
3           department of executive services in response to a proviso  
4           outlined in the 2003 Budget Ordinance, Ordinance 14517,  
5           Section 108, and in response to a proviso contained in  
6           Ordinance 14199, Section 256, creating the department of  
7           executive services.

8  
9  
10          WHEREAS, the facilities management division completed and the county  
11         executive has transmitted the report required in the department of executive services  
12         reorganization ordinance, Ordinance 14199, Section 256, and in the 2003 Budget  
13         Ordinance, Ordinance 14517, Section 108, regarding the reorganization of the facilities  
14         management division, and

15         WHEREAS, the report, entitled Facilities Management Division – An Evaluation  
16         of Organizational Structure and Business Practices was submitted to the county council  
17         on February 3, 2003, as required, and

18 WHEREAS, the report identified different organization structures, included but  
19 not limited to, splitting the building services section from the asset management and  
20 development sections, creating two separate divisions and made recommendations related  
21 to the organizational structure of the facilities management division as required, and

22 WHEREAS, the report assessed the advisability of integrating other like functions  
23 into the asset management and development section and made recommendations related  
24 to integration of like functions as required, and

25 WHEREAS, the report included a preliminary evaluation of the efficacy of the  
26 team cleaning concept, and

27 WHEREAS, the report included a staffing plan showing the deployment of  
28 building security guards in county buildings, including any assignments to parking  
29 facilities as required, and

30 WHEREAS, the report included a response to the property expert review task  
31 force (PERT) concerns regarding the capital asset management;

32 WHEREAS, the 2003 Budget Ordinance, Ordinance 14517, was amended by the  
33 council to request additional review and analysis of three outstanding issues, and

34 WHEREAS, the review and analysis will be provided in an additional report that  
35 is due on August 1, 2003, and

36 WHEREAS, the additional report will include a final evaluation of the team  
37 cleaning concept, a proposal detailing reorganization options for major franchising  
38 functions, and a recommended process for providing the council timely information for  
39 policy level direction on major real estate and capital project decisions:

40 NOW, THEREFORE, BE IT MOVED by the Council of King County:

41  
42  
43

The report, entitled Facilities Management Division – An Evaluation of Organizational Structure and Business Practices, is hereby approved.

Motion 11732 was introduced on 3/31/2003 and passed by the Metropolitan King County Council on 6/23/2003, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson

No: 0

Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments      A. Facilities Management Division-An evaluation of organization structure and business practices

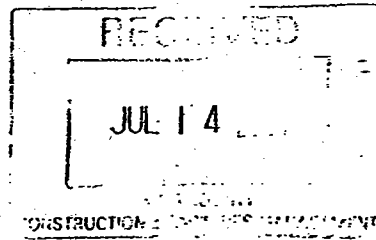
**Kathy Brown, Division Director**  
**Dept. of Executive Services**  
**Facilities Management**  
**ADM-ES-0800**



Signature Report

June 24, 2003

Motion 11732



Proposed No. 2003-0155.2

Sponsors Phillips

1 A MOTION approving a report evaluating the potential  
2 reorganization of the facilities management division of the  
3 department of executive services in response to a proviso  
4 outlined in the 2003 Budget Ordinance, Ordinance 14517,  
5 Section 108, and in response to a proviso contained in  
6 Ordinance 14199, Section 256, creating the department of  
7 executive services.

8  
9  
10 WHEREAS, the facilities management division completed and the county  
11 executive has transmitted the report required in the department of executive services  
12 reorganization ordinance, Ordinance 14199, Section 256, and in the 2003 Budget  
13 Ordinance, Ordinance 14517, Section 108, regarding the reorganization of the facilities  
14 management division, and

15 WHEREAS, the report, entitled Facilities Management Division – An Evaluation  
16 of Organizational Structure and Business Practices was submitted to the county council  
17 on February 3, 2003, as required, and



18 WHEREAS, the report identified different organization structures, included but  
19 not limited to, splitting the building services section from the asset management and  
20 development sections, creating two separate divisions and made recommendations related  
21 to the organizational structure of the facilities management division as required, and

22 WHEREAS, the report assessed the advisability of integrating other like functions  
23 into the asset management and development section and made recommendations related  
24 to integration of like functions as required, and

25 WHEREAS, the report included a preliminary evaluation of the efficacy of the  
26 team cleaning concept, and

27 WHEREAS, the report included a staffing plan showing the deployment of  
28 building security guards in county buildings, including any assignments to parking  
29 facilities as required, and

30 WHEREAS, the report included a response to the property expert review task  
31 force (PERT) concerns regarding the capital asset management;

32 WHEREAS, the 2003 Budget Ordinance, Ordinance 14517, was amended by the  
33 council to request additional review and analysis of three outstanding issues, and

34 WHEREAS, the review and analysis will be provided in an additional report that  
35 is due on August 1, 2003, and

36 WHEREAS, the additional report will include a final evaluation of the team  
37 cleaning concept, a proposal detailing reorganization options for major franchising  
38 functions, and a recommended process for providing the council timely information for  
39 policy level direction on major real estate and capital project decisions;

40 NOW, THEREFORE, BE IT MOVED by the Council of King County:

41  
42  
43

The report, entitled Facilities Management Division – An Evaluation of Organizational Structure and Business Practices, is hereby approved.


Motion 11732 was introduced on 3/31/2003 and passed by the Metropolitan King County Council on 6/23/2003, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

Attachments      A. Facilities Management Division-An evaluation of organization structure and business practices

**Kathy Brown, Division Director**  
**Dept. of Executive Services**  
**Facilities Management**  
**ADM-ES-0800**



KING COUNT

Appendix A-2

Signature Report

July 24, 2003

Ordinance 14638

Proposed No. 2003-0044.2

Sponsors Phillips

1 AN ORDINANCE appropriating \$381,543 from the current  
2 expense fund; and amending the 2003 Budget Ordinance,  
3 Ordinance 14517, Sections 37, 39 and 108, as amended.  
4  
5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. There is hereby approved and adopted appropriations of \$381,543  
8 from the current expense fund.

9 SECTION 2. Ordinance 14517, Section 37, as amended, is hereby amended by  
10 adding thereto and inserting therein the following:

11 INTERNAL SUPPORT – From the current expense fund there is hereby  
12 appropriated to:

13 Internal support

\$220,000

14 SECTION 3. Ordinance 14517, Section 39, as amended, is hereby amended by  
15 adding thereto and inserting therein the following:

16 CX TRANSFERS – From the current expense fund there is hereby  
17 appropriated to:

18 CX Transfers \$161,543

19 SECTION 4. Ordinance 14517, Section 108, as amended, is hereby amended as  
20 follows:

21 From the facilities management - internal service fund there is hereby appropriated to:

22 Facilities management - internal service fund \$33,463,198

23 The maximum number of FTEs for facilities management –  
24 internal service fund shall be: 279.75

25 **PROVIDED THAT:**

26 Of this appropriation, ~~(((\$500,000))~~ \$300,000 shall not be expended or  
27 encumbered until after the executive submits to the council and the council approves by  
28 motion a report evaluating the potential reorganization of the facilities management  
29 division of the department of executive services. ~~((If the report is not submitted by  
30 February 3, 2003, \$500,000 of this appropriation shall lapse and be returned to fund  
31 balance.))~~ The report shall identify different organizational structures including, but not  
32 limited to, splitting the building services section from the asset management and  
33 development sections, creating two separate divisions, and integrating other like  
34 functions into the asset management and development section. Criteria for evaluation of  
35 proposed models shall include, but not be limited to: cost efficiencies; management  
36 oversight; and development of decision-making models for policy. The report shall also  
37 include~~((: (1) an evaluation of the efficacy of the team cleaning concept; and (2)))~~ a  
38 staffing plan showing the deployment of building security guards in county buildings,  
39 including any assignments to parking facilities, and a workload analysis justifying the  
40 number of FTEs in the plan. The report must be filed in the form of 15 copies with the

41 clerk of the council, who will retain the original and will forward copies to each  
42 councilmember and to the lead staff for the budget and fiscal management committee or  
43 its successor.

44 PROVIDED FURTHER THAT:

45 Of this appropriation, \$200,000 shall not be expended or encumbered until after  
46 the executive submits to the council and the council approves by motion a report that  
47 includes:

48 (1) A final evaluation of the efficacy of the team cleaning concept; including but  
49 not limited to: a proposed service level agreement to be used between the facilities  
50 management division and its tenants, the results of a survey of tenants regarding cleaning  
51 standards and performance levels, and the results of an anonymous survey of janitorial  
52 staff participating in team cleaning that would evaluate the concept and would be  
53 conducted by an independent source;

54 (2) A recommended process for timely policy level direction on major real estate  
55 and capital projects decisions; and,

56 (3) A proposal detailing reorganization options for major franchising functions.

57 If the report is not submitted by August 1, 2003, \$200,000 of this appropriation  
58 shall lapse and be returned to fund balance. The report must be filed in the form of 15  
59 copies with the clerk of the council, who will retain the original and will forward copies  
60 to each councilmember and to the lead staff for the budget and fiscal management  
61 committee or its successor.

62 PROVIDED FURTHER THAT:

63           Of this appropriation, \$9,842 shall only be spent on the facilities management  
64 division's share of the cost of the landmarks program and shall be transferred to the  
65 current expense fund.

66           **PROVIDED FURTHER THAT:**

67           Of this appropriation, \$532,500 shall not be expended or encumbered until the  
68 executive submits and the council adopts an ordinance to transfer parking expenditures  
69 and revenues from the facilities management internal service fund to property services if  
70 such legislation is deemed necessary by the prosecuting attorney's office. The legislation  
71 should be submitted by February 3, 2003, if necessary.

72           **PROVIDED FURTHER THAT:**

73           Of this appropriation, \$100,000 shall be spent or encumbered only in four  
74 increments of \$25,000 after the council receives the 2002 report and each of the three  
75 quarterly reports required herein. The executive must submit to the council a report  
76 documenting the amount of funds budgeted for and the amount actually spent on inside  
77 and outside maintenance of the county courthouse and the administration building for  
78 2002. The executive must also submit to the council quarterly reports for 2003 detailing:  
79 (1) the amount of funds budgeted for and the amount actually spent on inside and outside  
80 maintenance of the county courthouse and the administration building; and (2) the target  
81 and actual level of maintenance service for the county courthouse and administration  
82 building separately. The 2002 report must be filed by January 31, 2003, and the quarterly  
83 reports must be filed by the twenty-fifth day after the end of each quarter in the form of  
84 16 copies with the clerk of the council, who will retain the original and will forward

85 copies to each councilmember and to the lead staff for the budget and fiscal management  
86 committee and labor, operations and technology committee or their successors.

87 PROVIDED FURTHER THAT:

88 Of this appropriation, \$854,000 shall be spent only as a transfer to the current  
89 expense fund.

90 PROVIDED FURTHER THAT:

91 Of this appropriation, \$71,500 shall be spent solely on the King County winter  
92 shelter to be located on the fourth floor of the Yesler building in vacant temporary  
93 courtroom spaces constructed for the CSP or the administration building first floor space  
94 adjacent to the lobby currently used for CSP material storage, or equivalent county-  
95 owned space. Funds shall be expended for a contract with a private nonprofit agency and  
96 costs of county security. Of this amount, \$39,000 shall be expended only on the winter



97 shelter from January 1, 2003, through March 31, 2003. Of this amount, \$32,500 shall be  
98 expended only on the winter shelter from October 15, 2003, through December 31, 2003.  
99

Ordinance 14638 was introduced on 2/10/2003 and passed by the Metropolitan King  
County Council on 5/12/2003, by the following vote:

Yes: 10 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. Constantine, Mr. Gossett, Ms. Hague and Mr. Irons  
No: 0  
Excused: 2 - Mr. McKenna and Ms. Patterson

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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ATTEST:

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APPROVED this 22nd day of May, 2003.

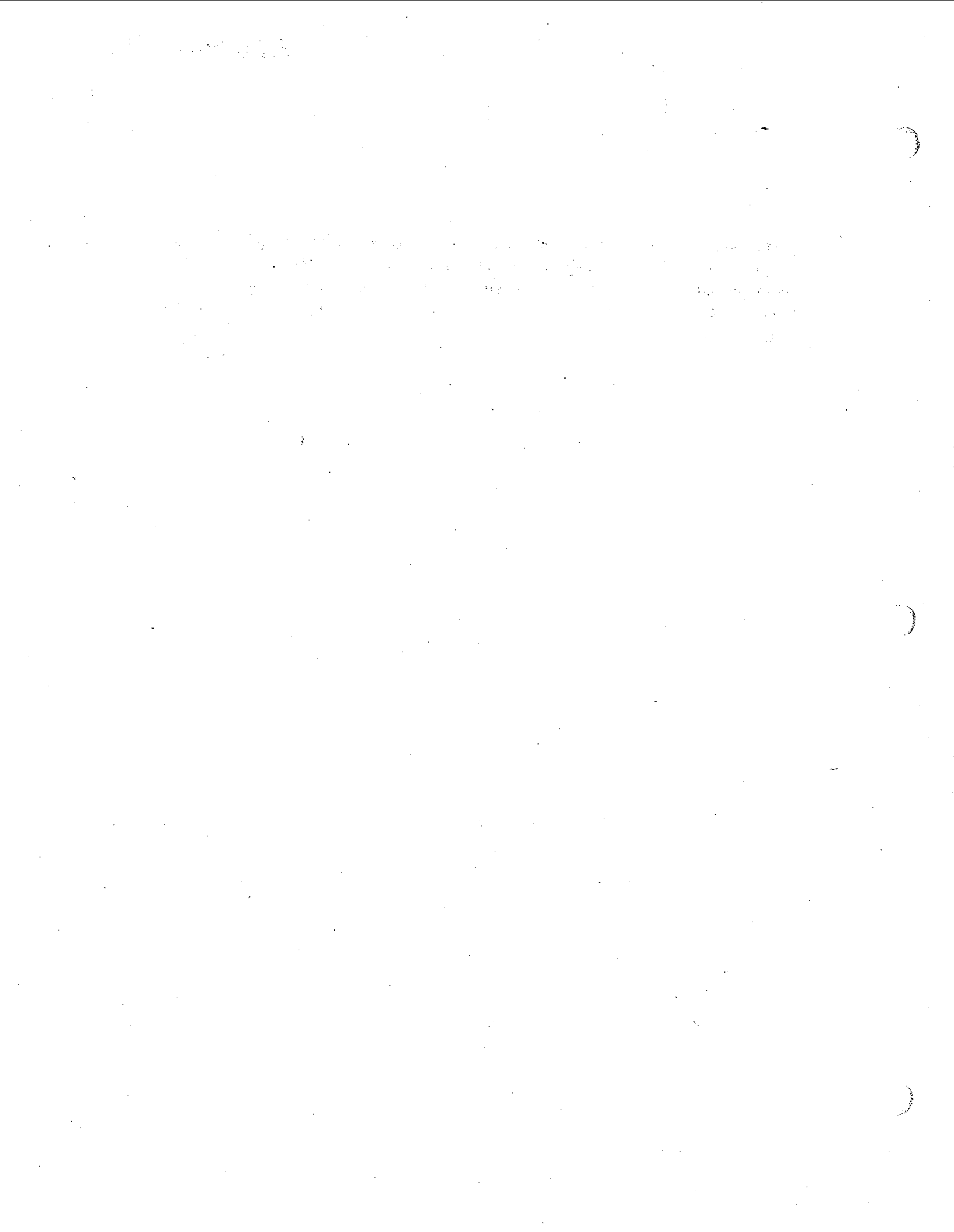
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Attachments      None

## Appendix B

### NOTE:

The October, 2001 report of the Properties Expert Review Task Force (PERT), together with the June 2002 White Paper by Seneca/Kinzer examining the PERT recommendations, may be found in Appendix A of the *original* FMD Reorganization Report of February 3, 2003. This measure was taken to conserve paper, due to the size of the documents.





## King County

### REAL ESTATE SERVICES SECTION MANAGER

DEPARTMENT OF EXECUTIVE SERVICES

FACILITIES MANAGEMENT DIVISION

Annual Salary Range \$77,077.52 - \$97,700.51

Job Announcement No.: 03GA3388

OPEN: 7/16/03 CLOSE: 7/30/03

**WHO MAY APPLY:** This position is open to all qualified King County career service employees, all other executive branch regular exempt employees, current probationary employees who achieved career service status in a previous position, and the general public. First consideration will be given to candidates in the first three categories.

**WHERE TO APPLY:** Required forms and materials must be sent to: **Recruitment Officer, Facilities Management Division, 500 4<sup>th</sup> Ave, Room 800, Seattle, WA 98104.** Application materials must be received by 4:30 p.m. on the closing date. (Postmarks are NOT ACCEPTED.) Contact Gary Atchison at (206) 296-0564 for further inquiries. **PLEASE NOTE:** Applications not received at the location specified above may not be processed.

**FORMS AND MATERIALS REQUIRED:** A King County application form, resume and letter of interest detailing your background and describing how you meet or exceed the requirements are required.

**WORK LOCATION:** King County Administration Building, 500 - 4<sup>th</sup> Avenue, Room 500, Seattle, WA 98104.

**WORK SCHEDULE:** This position is exempt from the provisions of the Fair Labor Standards Act, and is not overtime eligible. The workweek is normally 40 hours, Monday through Friday.

**PRIMARY JOB DUTIES INCLUDE:** Overseeing real estate asset management functions in King County, including the County's real estate portfolio of approximately 3500 parcels of land valued at one billion dollars and numerous buildings valued at over \$600 million.

- Manages and provides leadership in the County's real estate portfolio by developing and executing a decision making system that assesses real estate performance and identifies opportunities for the real estate portfolio to better meet the County's objectives.
- Manages and provides leadership with regard to assisting the County's decision makers to come to strategic decisions about real estate acquisition, sales, leasing, or co-development.
- Manages the assemblage of basic data about each of the real estate properties in the portfolio and the updating of that data relative to property values, property use, and property performance.
- Coordinates real estate management work with other County departments and divisions. Serves as the central point in the County for real estate portfolio data.
- Manages and coordinates matters related to the acquisition of real estate required by County government; supervises and negotiates leasing and rental of County-owned real estate and for the leasing of such real estate as is required for the use of County agencies.
- Manages and coordinates matters related to development and execution of the County's Space Plan.
- Supervises the execution of real estate transactions and the compliance of technical documentation, including appraisals, related to those transactions.
- Oversees appraisals of real estate to be acquired by the County through purchase, condemnation, or legal action, and appraisal valuations of the existing portfolio of real estate.
- Oversees relocation of displaced parties when law or regulation requires relocation assistance.

KING COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER. JOB ANNOUNCEMENTS ARE AVAILABLE IN ALTERNATIVE FORMATS FOR PERSONS WITH DISABILITIES.

(206) 296-5209 JOBLINE <http://www.metrokc.gov/ohrm/psd/openings.html> Website Address (206)-296-8535 TTY

- Supervises the issuance of right-of-way construction and other use permits designed to protect the County's property interests in owned properties or property rights.
- Supervises the administration of properties owned by the County through foreclosure (tax title properties).
- Serves as chief staff to the Real Estate Advisory Committee.
- Develops legislation pertaining to division activities for submittal to the County Executive, County Council, and State Legislature.
- Manages and provides leadership for Section staff in work ethics, public services and professional development; manages the work of section staff through the Facilities Management Division work plan; hires, trains, coaches, evaluates, disciplines and terminates staff as needed in accordance with personnel guidelines and labor agreements.
- Develops and administers the Real Estate Services Section budget. Monitors expenditures, produces financial reports, and presents budget information to managers and elected officials.
- Develops, implements, and monitors Real Estate Section work programs.

**QUALIFICATIONS:** Four-year Degree in Business Administration, Economics or related field. Eight years of progressively responsible work experience in real estate acquisitions, sales, or other relevant real estate activities. Three years of progressively responsible work experience managing a complex, multi-parcel, and multi-use real estate portfolio. Working knowledge of real property leasing, purchasing and acquisitions in the public sector. Working knowledge of real estate market trends and market analysis. Working knowledge of real estate portfolio management practices and how to implement those practices. Working knowledge of strategic planning, including space planning, to satisfy real estate needs. Knowledge of financial management and budgeting, negotiation techniques, and real property appraisal. Knowledge of legal and technical terms and concepts related to real property contracts and acquisitions. Excellent written and oral communication skills. Skill in effectively communicating work performance standards, monitoring and evaluating performance, and human resource management. Skill in providing leadership to multiple disciplines simultaneously, and working effectively with diverse populations. Skill in preparing and interpreting technical reports, and interpersonal relations, negotiation and dispute-resolution. Must have decision-making and presentation sk

**NECESSARY SPECIAL REQUIREMENTS:** At the time of appointment the selected candidate must be licensed as a Certified Property Manager or Certified Facility Manager or equivalent, and possess a valid Washington State driver's license or the ability to travel throughout King County in a timely manner. The selected applicant must complete an annual "Financial Disclosure Statement" in accordance with the King County Code of Ethics.

**CLASS CODE: 1502100 - SEQUENCE NUMBER: 44-1502100-1004**

**King County Department of Construction and Facilities Management**

**Facilities Maintenance Division**

**Tenant Survey on Custodial Services and Team Cleaning**

July 30, 2003

*Prepared for:*

Robin Bishop  
Facilities Maintenance Division  
King County Administration Building  
500 Fourth Avenue, Room 320  
Seattle, WA 98104  
(206) 296-0659

*Prepared by:*

Mary V. McGuire  
3507 NE 43<sup>rd</sup> Street  
Seattle, WA 98105-5618  
(206) 709-3998  
[maryvmcguire@att.net](mailto:maryvmcguire@att.net)

**DRAFT**

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    Quality of Custodial Services .....4

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Appendix. Questionnaire

## DRAFT

### **King County Department of Construction and Facilities Management**

#### **Facilities Maintenance Division**

### **Tenant Survey on Custodial Services and Team Cleaning**

July 30, 2003

In order to obtain information about tenant opinions of and satisfaction with custodial services and team cleaning, the Facilities Maintenance Division (FMD) conducted a survey of tenants in buildings in which custodial services are provided through team cleaning. The results of the survey will be used in assessing team cleaning and in developing strategies to improve the quality of custodial services provided to tenants by FMD.

The specific information objectives of the research are as follows:

- Examine tenants' overall satisfaction with the custodial and cleaning services provided by FMD;
- Assess tenants' opinions of the quality of customer service and custodial services provided by FMD;
- Assess tenants' perceptions of changes in satisfaction with and quality of custodial services since the introduction of team cleaning (King County Courthouse and Administration Building tenants); and
- Determine the importance of selected activities to which FMD could allocate resources, including an annual deep cleaning and additional staff training.

This report describes research methods first, followed by results and conclusions and observations. The questionnaire used in the research is included in the appendix.

### **Research Methods**

There are three buildings in which FMD custodians work in teams: the King County Courthouse, Administration Building, and the Regional Justice Center (RJC). FMD has a contact person for each department in these buildings.

The FMD contacts for each department in the King County Courthouse, Administration Building, and RJC were contacted by email on July 9, 2003, and asked to participate in this survey to assess janitorial services. Follow-up telephone calls and visits by FMD staff reminded the department contacts to participate in the survey. By July 25, 2003, a total of 18 tenants (department contacts) returned completed questionnaires by email, fax,



## DRAFT

or U.S. mail. Therefore, 78 percent of the 23 department contacts participated in the survey.

Survey participants represented all three buildings in which team cleaning is performed, as shown in the following table.

**Buildings in Which Survey Participants Work**

|                         | <b>Number of<br/>Tenants</b> | <b>Percent</b> |
|-------------------------|------------------------------|----------------|
| <i>Total</i>            | <i>18</i>                    | <i>100%</i>    |
| King County Courthouse  | 6                            | 33%            |
| Administration Building | 9                            | 50%            |
| Regional Justice Center | 3                            | 17%            |

The questionnaire used in the tenant survey was developed with the input and approval of FMD and other King County staff. A copy of the questionnaire is included in the appendix.

### **Results**

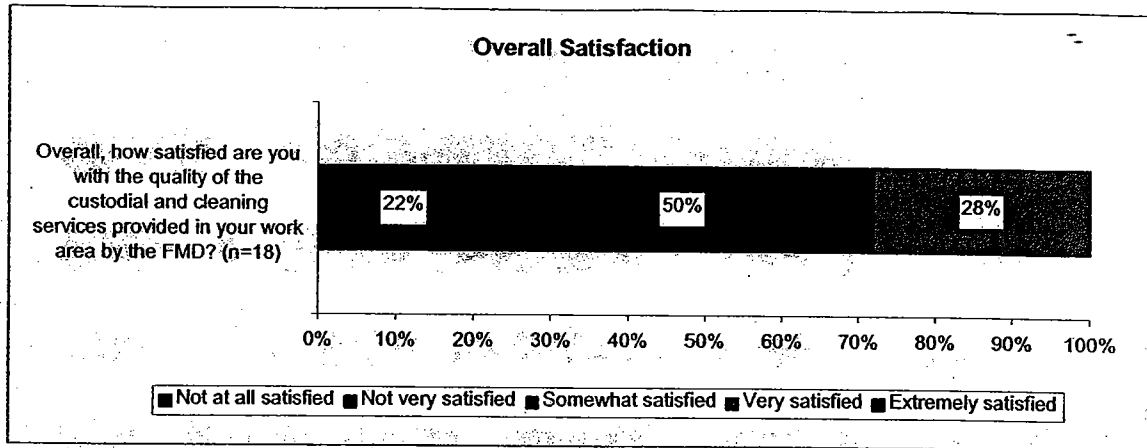
Overall satisfaction is discussed first, followed by the quality of customer service and quality of custodial services provided by FMD. Next, tenants' perceptions of whether the quality of custodial services has changed since team cleaning was introduced to the King County Courthouse and Administration Building is discussed. Finally, tenants' opinions of the importance of FMD allocating resources to several activities and tenants suggestions for FMD are presented.

A small number of individuals (18 total) participated in this survey, and not all participants answered every question. Even though the sample sizes are small, results are presented in percentages (based on the number of tenants answering the question) to facilitate comparison among questions.

#### **Overall Satisfaction**

First, tenants were asked, "Overall, how satisfied are you with the quality of the custodial and cleaning services provided in your work area by the FMD?" As the next chart shows, almost equal numbers of tenants said that they were "very satisfied" and "not very satisfied" with the quality of the custodial and cleaning services provided by FMD. Half of the tenants said that they were "somewhat satisfied" with the custodial and cleaning services. No one said that they were "extremely satisfied" or "not at all satisfied."

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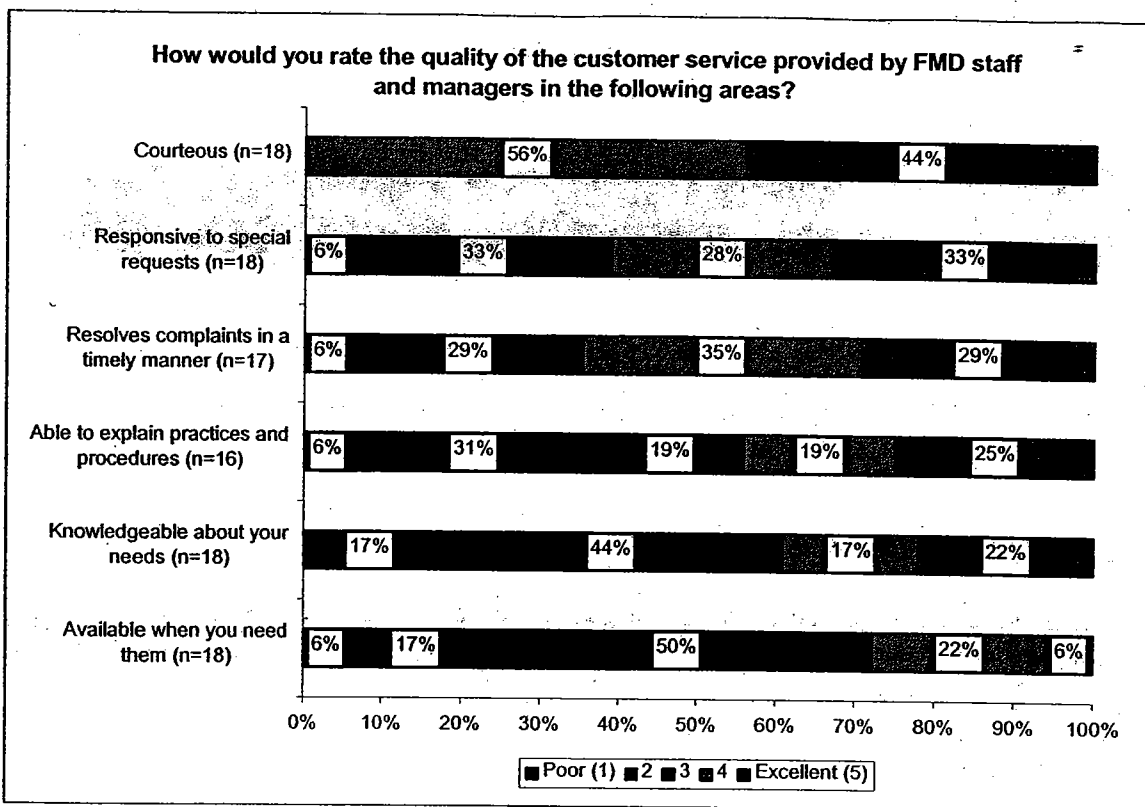
### Quality of Customer Service

Tenants were asked to use a five-point scale, where 5 means “excellent” and 1 means “poor,” to rate “the quality of the customer service provided by FMD staff and managers in the following areas:”

- Courteous,
- Responsive to special requests,
- Resolves complaints in a timely manner,
- Able to explain practices and procedures,
- Knowledgeable about your needs, and
- Available when you need them.

FMD was rated highest for its courtesy, with 44 percent of the tenants (8 tenants) rating FMD “Excellent” on courtesy. FMD was rated lowest for being “available when you need them,” with 6 percent (1 tenant) rating FMD “Excellent” on this item. These results are detailed in the next chart. Percentages do not always total 100 in this and subsequent charts due to rounding.

**DRAFT**



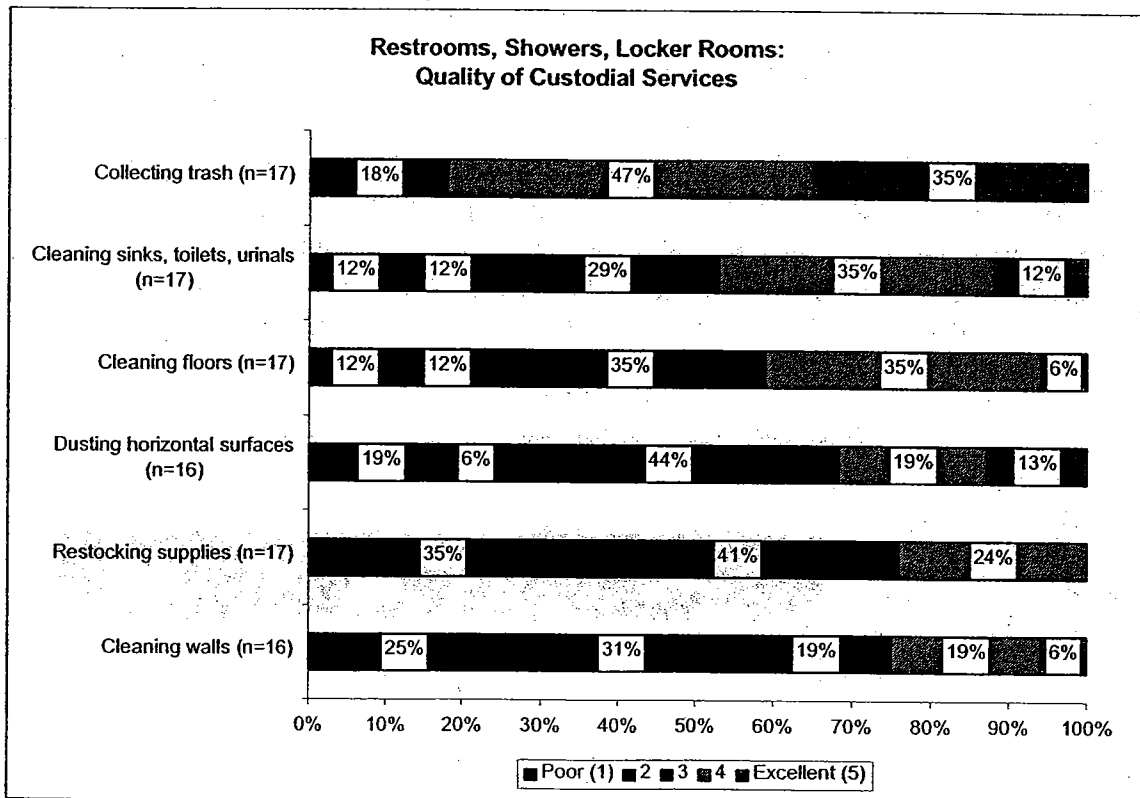
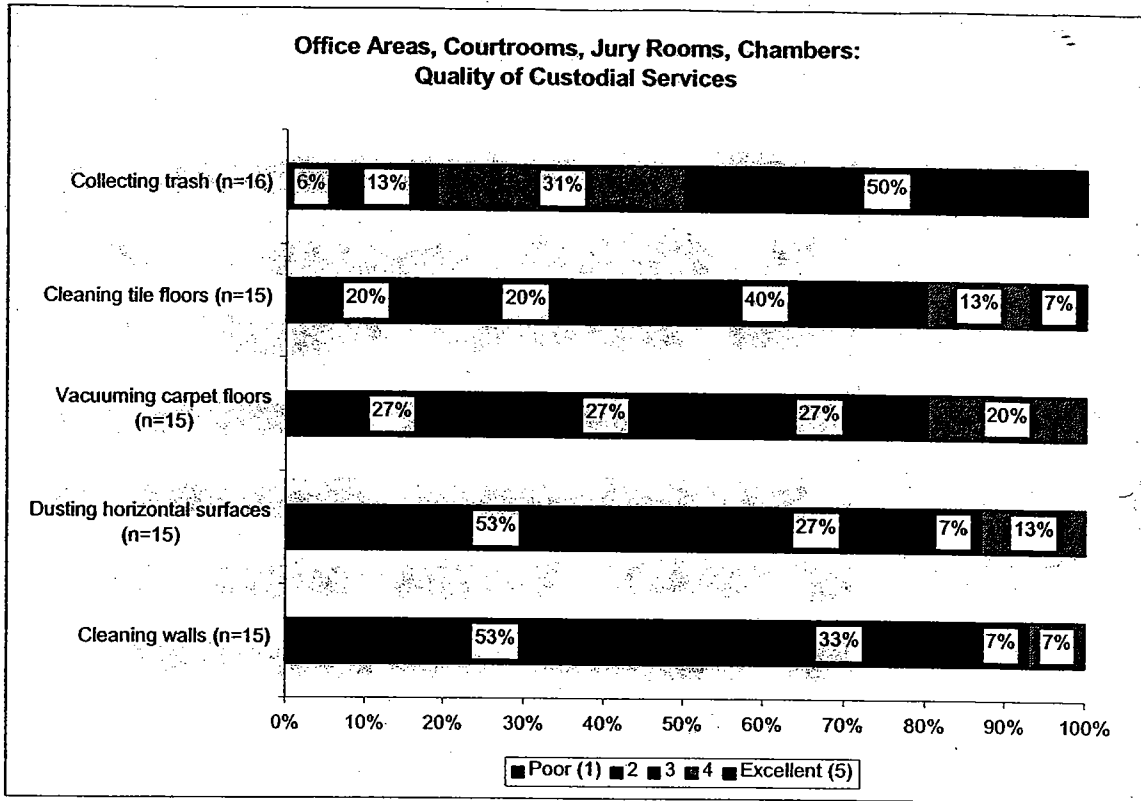
**Quality of Custodial Services**

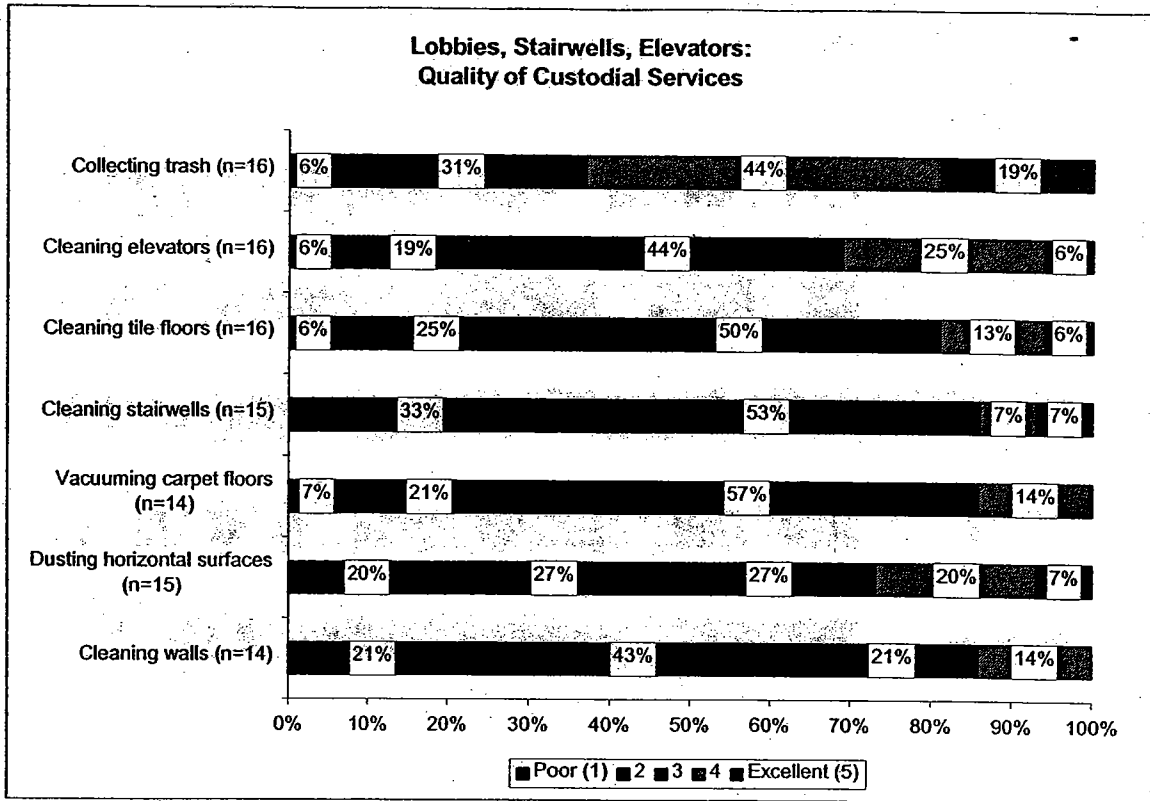
Tenants were asked to rate the quality of custodial services provided in their work areas using the same five-point scale, where 5 means "excellent" and 1 means "poor." The next three charts show ratings in three building areas:

- (1) Office areas, courtrooms, jury rooms, and chambers;
- (2) Restrooms, showers, and locker rooms; and
- (3) Lobbies, stairwells, and elevators.

As these three charts show, collecting trash received the highest ratings and cleaning walls received the lowest ratings in all three building areas. Also, cleaning floors was rated higher than dusting horizontal surfaces.

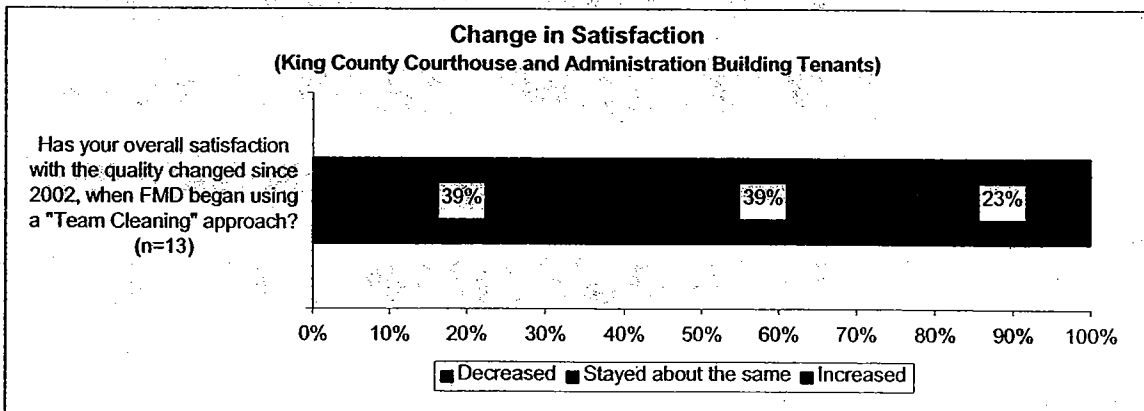
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**Changes Since Team Cleaning Was Introduced**

Tenants in the King County Courthouse and Administration Building, where team cleaning was introduced in 2002, were asked, “Has your overall satisfaction with the quality of custodial and cleaning services increased, decreased, or stayed about the same since 2002, when FMD began using a ‘Team Cleaning’ approach to service?”<sup>1</sup> As the next chart shows, tenants reported mixed impacts of team cleaning on satisfaction: Twenty three percent (3 tenants) said that their overall satisfaction increased, 39 percent (5 tenants) said that their overall satisfaction stayed about the same, and 39 percent (5 tenants) said that their overall satisfaction decreased since team cleaning began.



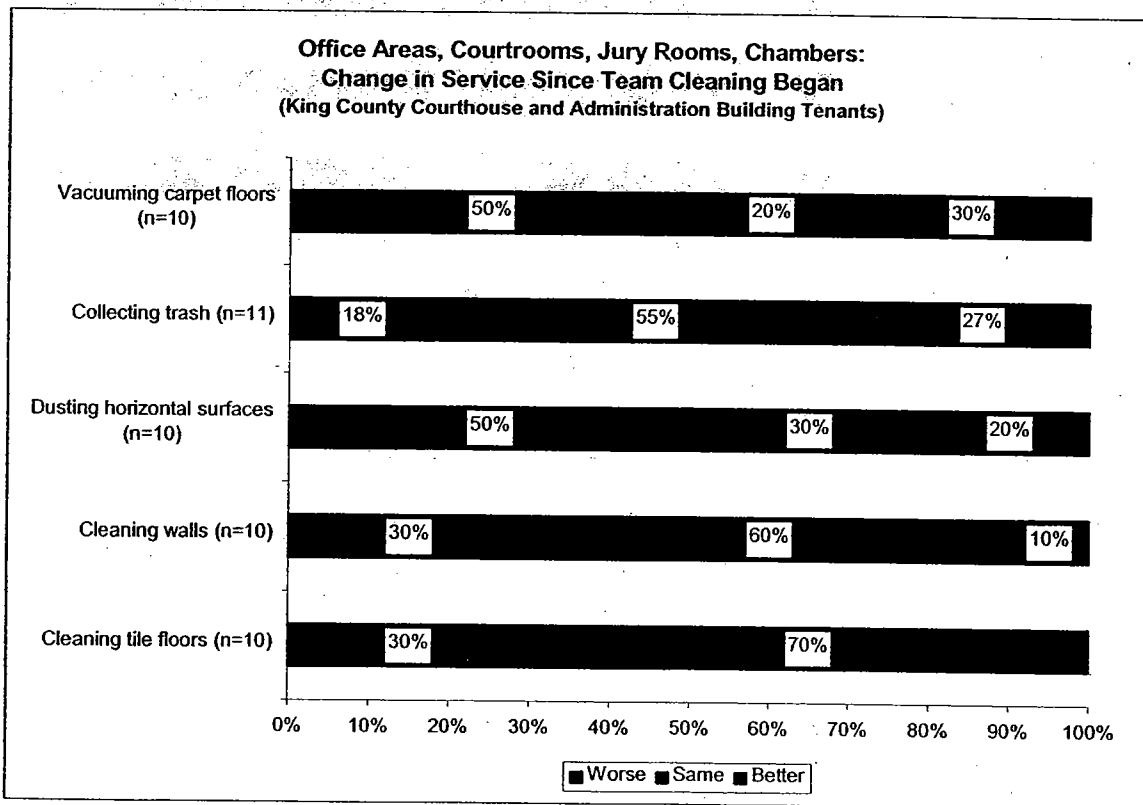
<sup>1</sup> Team cleaning has been used in the RJC since it opened; these questions were not asked of RJC tenants.

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Tenants in the King County Courthouse and Administration building also reported mixed experiences with changes in custodial services in their buildings following the introduction of team cleaning. Typically, some tenants said that the quality of service was better, some said it was worse, and most said it was about the same since FMD began using team cleaning.

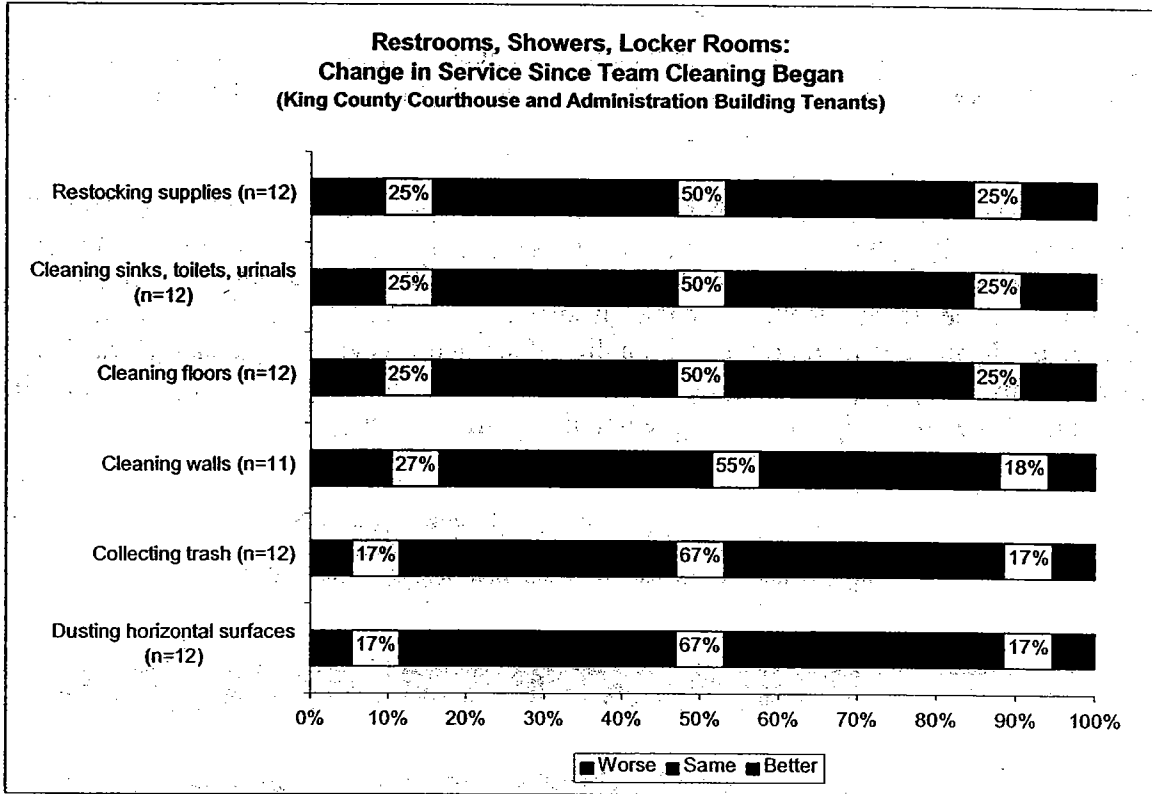
As the next three charts show, more tenants reported that custodial services were worse since team cleaning began in office areas, courtrooms, jury rooms, and chambers than in either restroom areas or lobby areas.

More people reported improvements since team cleaning began in collecting trash and vacuuming carpet floors than in the other services to office areas, courtrooms, jury rooms, and chambers. No tenants said that the quality of "cleaning tile floors" had improved since team cleaning began in office areas, courtrooms, jury rooms, and chambers. More tenants reported that quality of service was worse than said it was better in vacuuming carpet floors, dusting horizontal surfaces, cleaning walls, and cleaning tile floors in office areas. These results are detailed in the next chart.



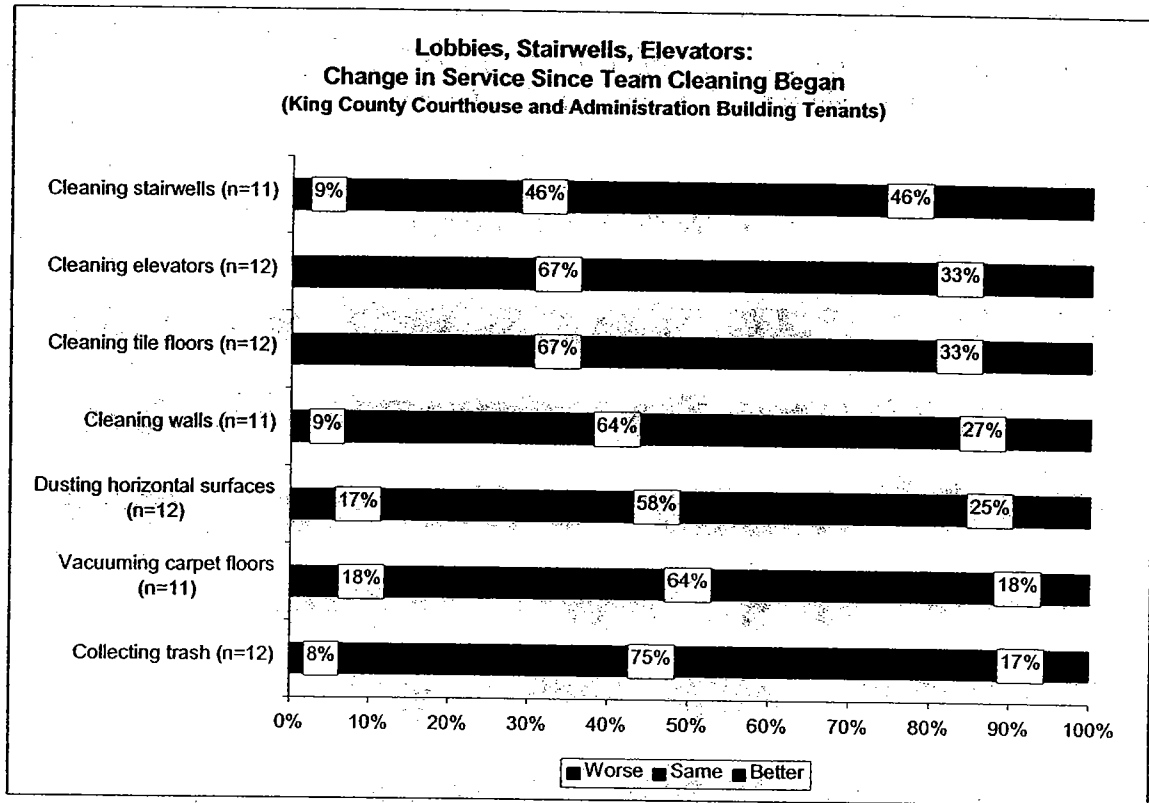
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Typically, equal numbers of tenants said that service was better and said it was worse in restrooms, showers, and locker rooms since team cleaning began. Between half and two thirds of the tenants said that service was the "same" after team cleaning began. These results are shown in the next chart.



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More tenants reported that the services to lobbies, stairwells, and elevators were better than said they were worse since team cleaning began. In most cases, the majority of tenants said that services to lobbies, stairwells, and elevators were the same before and after team cleaning began. These results are shown in the next chart.



### Importance of FMD Activities and Suggestions for FMD

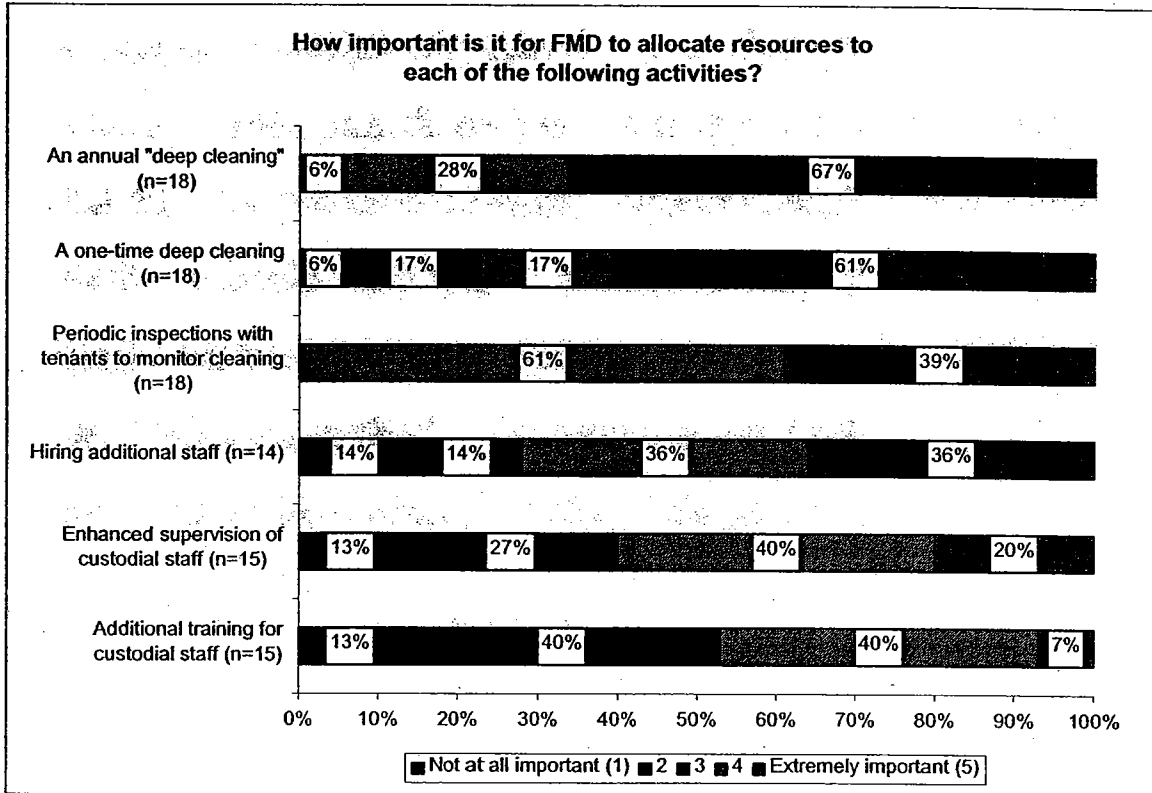
All tenants were asked how important it is for FMD to allocate resources to six activities:

- An annual “deep cleaning” to remove accumulated floor wax, stained ceiling tiles, broken floor trim, and other items which custodial staff cannot address during a normal cleaning shift;
- A one-time deep cleaning following remodels or seismic retrofitting;
- Periodic inspections with tenants to monitor cleaning quality;
- Hiring additional staff;
- Enhanced supervision of custodial staff; and
- Additional training for custodial staff.



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As the next chart shows, the activity rated highest in importance (rated “extremely important” by two thirds, or 11, of the tenants) was “an annual ‘deep cleaning’ to remove accumulated floor wax, stained ceiling tiles, broken floor trim, and other items which custodial staff cannot address during a normal cleaning shift.” “A one-time deep cleaning following remodels or seismic retrofitting” was rating next highest in importance, with 61 percent (11) tenants rating this activity “extremely important.” Periodic inspections also were rated important; all 18 tenants rated inspections a “4” or a “5” on the five-point scale where 5 means “extremely important.”



Tenants also were asked three open-ended questions about custodial services:

- “If there were one thing you could keep the same about FMD custodial services, what would it be?”
- “If there were one thing you could change about FMD custodial services, what would it be?”
- “Do you have any other comments or suggestions?”

When asked what they would keep the same about FMD custodial services, tenants discussed the staff, the quality of work, and supervisory responsiveness. These results are summarized in the next table.

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**If there were one thing you could keep the same about FMD custodial services, what would it be?**

| Examples of Employees' Comments  | Number of employees |
|--|---------------------|
| <i>Total</i>   | 11                  |
| "Friendliness of custodians;" "Positive attitude;" "The people that really want to work and do a good job;" "Keep the same people at the RJC." | 7                   |
| "Keep up the good work we've come to know at the RJC;" "Regularly scheduled, reliable cleaning each work day."                                 | 3                   |
| "Supervisory responsiveness."  | 1                   |

When asked what they would like to change about FMD custodial services, tenants gave a wide variety of responses, ranging from "quality of cleaning" to "change the hiring staff." Responses to the question about what employees would like to change in FMD custodial services are summarized in the next table. The total number of responses in this table is greater than 13 since some tenants gave more than one answer to this question.

**If there were one thing you change about FMD custodial services, what would it be?**

| Examples of Employees' Comments   | Number of employees |
|---|---------------------|
| <i>Total</i>  | 13                  |
| "Quality of cleaning;" "Need better level or quality of cleaning;" "I would like to see them do a better job on the tile floors . . . I didn't realize that facilities dusted." | 5                   |
| "Additional staff;" "Increase staffing . . ."   | 3                   |
| "Clean more often;" Clean carpet more often and dust and wipe "main public stairwell more often."   | 2                   |
| "Have custodial staff take more time to clean our area every other day rather than to quickly spot clean each day for a shorter amount of time."                                | 1                   |
| "Employee initiative and pride in work; look thoroughly for areas in need of cleaning and do it. . ."   | 1                   |
| "Change the hiring team. They need to learn how to select good people."   | 1                   |
| "That we have a custodian that we see and just is assigned to our floor."   | 1                   |

Tenants also had a variety of responses to the question, "Do you have any other comments or suggestions?" Responses to this included statements that staff do a "great job" and that "cleaning services received are bare-boned minimal." Tenants' "other comments or suggestions" are summarized in the next table.

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**Do you have any other comments or suggestions?**

| Examples of Employees' Comments  | Number of employees |
|--|---------------------|
| <i>Total</i>   | 8                   |
| "I think overall facilities does a good job . . ." "Overall, general consensus at RJC is that custodial staff do a great job. . ."   | 2                   |
| "Different service on different parts of the floor, from average to non-existent." "It is the unanimous opinion that the cleaning services received are bare-boned minimal." | 2                   |
| "Consider standard attire/uniforms so we know they are King County employees."   | 1                   |
| "Please train your janitors to do a good job and show pride in their work."  | 1                   |
| "There needs to be someone responsible for the quality of cleaning who actually does walk throughs."   | 1                   |
| "FMD is available 8:30 – 4:30. Our hours extend beyond that time. I don't feel request sent to voice mail or email gets prompt attention."                                   | 1                   |

### **Conclusions and Observations**

This research is based on the responses of 18 tenants who receive team cleaning services from FMD in the King County Courthouse, Administration Building, or RJC. Five department contacts in these buildings did not respond to the survey. Therefore, research results may not reflect the views of all tenants who receive team cleaning services, although the majority of these tenants (78%) participated in the research.

The research suggests that FMD has opportunities to improve the quality of services provided its tenants in some areas and to maintain the quality of higher-rated services in other areas. The conclusions and observations suggested by the research are as follows:

**Team Cleaning.** Tenants in the King County Courthouse and Administration Building were asked how their satisfaction and the quality of custodial services have changed since team cleaning was introduced. Responses to these questions show that tenants have had mixed experiences with team cleaning. Some report that service and satisfaction are higher, some report they are lower, and some report no changes since team cleaning was introduced. More tenants reported improvements with team cleaning in lobbies, stairwells, and elevators than in other building areas. More tenants said that service was worse with team cleaning in office areas, courtrooms, jury rooms, and chambers, than in other building areas. For all services in restrooms, showers, and locker rooms and in lobbies, stairwells, and elevators, at least 73 percent of the tenants said that service was the same or better after team cleaning was introduced than it was previously. This suggests that team cleaning has the potential to be effective in all areas. It currently is perceived as more effective than the previous zone cleaning approach by some tenants.

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Overall Satisfaction. On a five-point scale, all tenants rated their overall satisfaction with the quality of the custodial and cleaning services provided in their work area by FMD as a "2," "3," or "4." No tenants said that they were either "extremely satisfied" ("5"), or "not at all satisfied" ("1") with service quality. FMD has the opportunity to increase satisfaction with custodial and cleaning services.

Quality of Customer Service. Tenants gave high ratings to FMD staff and managers for being courteous. All 18 tenants participating in the survey rated FMD a "4" or "5" on the five-point scale where 5 means "excellent" for being "courteous." FMD has the opportunity to improve customer service in the other areas rated, including being "available when you need them," and "knowledgeable about your needs."

Quality of Custodial Services. Of the custodial services rated, FMD received the highest ratings for collecting trash and the lowest ratings for cleaning walls. FMD was rated higher for cleaning floors than dusting horizontal services. FMD should apply the same standards used for emptying trash to all areas of custodial service, with particular attention to improving performance in the areas of cleaning walls and dusting.

Tenant Recommendations for FMD. When asked how important it is for FMD to allocate resources to six different activities, tenants rated an annual deep cleaning, one-time deep cleaning following remodels or retrofitting, and periodic inspections with tenants to monitor cleaning more important than the other areas. When asked what they would keep the same about FMD services, tenants praised the friendliness of the staff, the good work they perform, and supervisory responsiveness. When asked what they would change, tenants most often mentioned that they would improve the quality of cleaning, increase the staff, and increase the frequency of cleaning. FMD should consider carefully reviewing tenants' comments and incorporating tenant suggestions in programs to improve the quality of custodial services.

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**Appendix**  
**Questionnaire**

**King County Facilities Maintenance Division  
Custodial Services Tenant Survey  
Courthouse and Administration Buildings**

The King County Facilities Maintenance Division (FMD) is committed to improving the quality of custodial services provided to you. Please complete the following questions so that FMD can include your opinions in planning and developing strategies to better serve you. All answers will be anonymous and reported in aggregate form only. Please return this completed questionnaire directly to our consultant on this project, Mary V. McGuire, at [maryvmcguire@att.net](mailto:maryvmcguire@att.net), or if you prefer by fax (206-709-4073) or mail (3507 NE 43<sup>rd</sup> Street, Seattle, WA 98105). Thank you very much for your input.

1. Overall, how satisfied are you with the quality of the **custodial and cleaning services** provided in your work area by the FMD?
  - Extremely satisfied
  - Very satisfied
  - Somewhat satisfied
  - Not very satisfied
  - Not at all satisfied
  
2. Has your overall satisfaction with the quality of custodial and cleaning services increased, decreased, or stayed about the same since 2002, when FMD began using a "Team Cleaning" approach to service.
  - Increased
  - Stayed about the same
  - Decreased
  
3. How would you rate the **quality of the customer service** provided by FMD staff and managers in each of the following areas? Please use a 5-point scale where 1 means "Poor" and 5 means "Excellent."

|  | Poor<br>1                | 2                        | 3                        | 4                        | Excellent<br>5           |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Courteous                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Knowledgeable about your needs           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Responsive to special requests           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Resolves complaints in a timely manner   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Able to explain practices and procedures | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Available when you need them             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

4. A list of custodial services provided by FMD follows. For each service, please (1) rate the quality using the 5-point scale where 1 means "Poor" and 5 means "Excellent," and (2) indicate whether you think the quality has become worse, better, or stayed about the same since 2002, when FMD began using "Team Cleaning."

|  | Quality of Service       |                          |                          |                          |                          | Change Since Team Cleaning Began |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|----------------------------------|--------------------------|--------------------------|
|  | 1                        | 2                        | 3                        | 4                        | 5                        | Worse                            | Same                     | Better                   |
| <b>Office Areas, Courtrooms, Jury Rooms/Chambers</b>         |                          |                          |                          |                          |                          |                                  |                          |                          |
| Dusting horizontal surfaces                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning walls   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Vacuuming carpet floors                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning tile floors   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Collecting trash   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Restrooms, Showers, Locker Rooms (including chambers)</b> |                          |                          |                          |                          |                          |                                  |                          |                          |
| Dusting horizontal surfaces                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning walls   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning floors  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Collecting trash   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning sinks, toilets, urinals                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Restocking supplies (soap, towels, toilet paper, etc.)       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Hobbies, Stairwells, Elevators</b>                        |                          |                          |                          |                          |                          |                                  |                          |                          |
| Dusting horizontal surfaces                                  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning walls   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Vacuuming carpet floors                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning tile floors   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Collecting trash   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning elevators   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |
| Cleaning stairwells  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>         | <input type="checkbox"/> | <input type="checkbox"/> |

5. How important is it for FMD to allocate resources to each of the following activities? Please use a 5-point scale where 1 means "Not at all important" and 5 means "Extremely important."

|  | <u>Not at all important</u> |                          |                          |                          | <u>Extremely important</u> |
|--|-----------------------------|--------------------------|--------------------------|--------------------------|----------------------------|
|  | 1                           | 2                        | 3                        | 4                        | 5                          |
| Periodic inspections with tenants to monitor cleaning quality  | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
| An annual "deep cleaning" to remove accumulated floor wax, stained ceiling tiles, broken floor trim, and other items which custodial staff cannot address during a normal cleaning shift | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
| A one-time deep cleaning following remodels or seismic retrofitting  | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
| Additional training for custodial staff  | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
| Enhanced supervision of custodial staff  | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
| Hiring additional staff  | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |
| Other – Please specify _____   | <input type="checkbox"/>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   |

6. In what building do you work?

- Courthouse  
 Administration Building  
 Other – Please specify \_\_\_\_\_

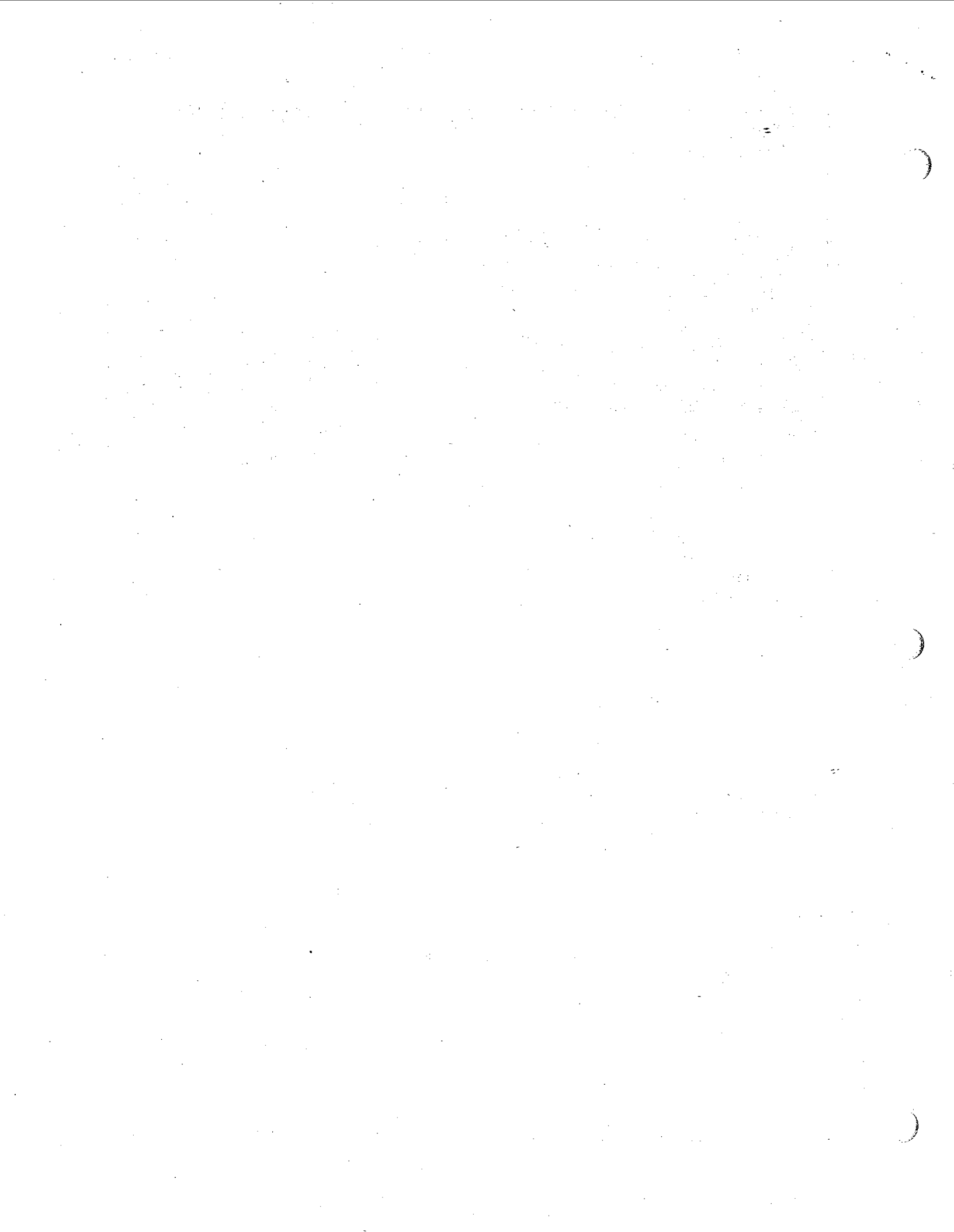
7. If there were one thing you could keep the same about FMD custodial services, what would it be?

8. If there were one thing you could change about FMD custodial services, what would it be?

9. Do you have any other comments or suggestions?

**Thank you very much for your time and input. Your comments will be very helpful.**





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**Appendix F**

**King County Department of Construction and Facilities Management**

**Facilities Maintenance Division**

**Employee Survey on Team Cleaning and Job Satisfaction**

July 25, 2003

*Prepared for:*

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### **King County Department of Construction and Facilities Management**

#### **Facilities Maintenance Division**

### **Employee Survey on Team Cleaning and Job Satisfaction**

July 25, 2003

In order to obtain information about custodial employees' opinions of team cleaning and their workplace satisfaction, the Facilities Maintenance Division conducted a survey of custodial employees who work in teams. The results of the research will be used in assessing team cleaning and in developing strategies to improve productivity, the quality of work, and the work environment.

The specific information objectives of the research are as follows:

- Examine custodial employees' opinions of and experiences with team cleaning;
- Assess custodial employees' satisfaction with their jobs and work environment, including overall satisfaction, supervisor support and communication, job-related resources, and management practices; and
- Determine custodial employees' experiences with lifting heavy items at work.

This report describes research methods first, followed by results and conclusions and observations. The questionnaire used in the research is included in the appendix.

### **Research Methods**

A total of 25 FMD custodial employees completed written questionnaires during an employee meeting on July 18, 2003. Three custodial employees were unable to attend the meeting. Thus, 89 percent of the 28 custodial employees who are assigned to team cleaning participated in the survey.

Employees participating in the survey worked in the King County Courthouse, Administration Building, or the Regional Justice Center. Employees have worked for the FMD for between less than two and over 20 years. Employees' descriptions of their work location and tenure are detailed in the next table.

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**Employee Work Location and Tenure**

|  | <b>Number of Employees</b> | <b>Percent</b> |
|--|----------------------------|----------------|
| <i>Total</i>                                       | 25                         | 100%           |
| <b>Work Location</b>                               |                            |                |
| King County Courthouse                             | 13                         | 52%            |
| Administration Building                            | 5                          | 20%            |
| King County Courthouse and Administration Building | 2                          | 8%             |
| Regional Justice Center                            | 5                          | 20%            |
| <b>Tenure with FMD</b>                             |                            |                |
| Less than 2 years                                  | 5                          | 20%            |
| 2 – 5 years  | 5                          | 20%            |
| 6 – 10 years                                       | 7                          | 28%            |
| 11 – 20 years                                      | 7                          | 28%            |
| More than 20 years                                 | 1                          | 4%             |

The questionnaire used in the survey was developed with the input and approval of FMD and other King County staff. A copy of the questionnaire is included in the appendix.

**Results**

Employees' opinions of team cleaning are discussed first, followed by satisfaction with job and work environment. Next, employees' opinions concerning the need to lift heavy items at work are described. Unless otherwise noted, 24 or 25 employees answered the questions discussed below, and the charts are based on the number of employees answering each question.

**Team Cleaning**

Employees were asked six questions about specific aspects of team cleaning. The questions, like most questions in the survey, asked employees to indicate their level of agreement with a statement using a five-point scale: "Strongly agree," "Agree," "Neither agree nor disagree," "Disagree," or "Strongly disagree."

As the next chart shows, employees reported that they had mixed opinions of team cleaning: Some employees agreed and some disagreed with the statements about team cleaning. In several cases, more employees said that they "disagree" or "strongly disagree" with the statements than said they "agree" or "strongly agree".

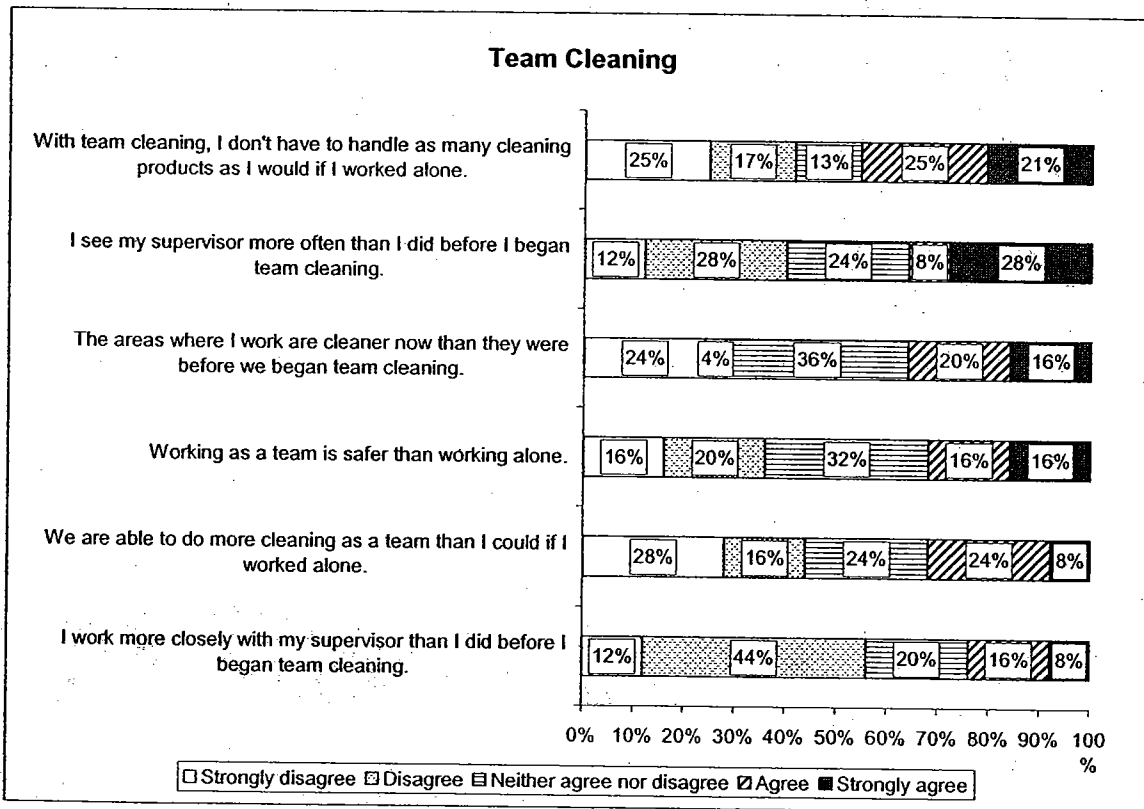
- Forty six percent of the employees (11 employees) said that they "agree" or "strongly agree" with the statement, "With team cleaning, I don't have to handle as many cleaning products as I would if I worked alone." Forty two percent (10

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of the employees said that they “disagree” or “strongly disagree” with the statement.

- Between 32 and 36 percent of the employees (8 or 9 employees) said that they “agree” or “strongly agree” with four statements about team cleaning: “I see my supervisor more often than I did before I began team cleaning,” “The areas where I work are cleaner now than they were before we began team cleaning,” “Working as a team is safer than working alone,” and “We are able to do more cleaning as a team than I could if I worked alone.” Between 28 and 44 percent (7-11) of the employees said that the “disagree” or “strongly disagree” with these statements.
- Twenty four percent of the employees (6 employees) said that they “agree” or “strongly agree” with the statement, “I work more closely with my supervisor than I did before I began team cleaning.” Fifty six percent (14) of the employees said that they “disagree” or “strongly disagree” with this statement.

These results are detailed in the next chart. Percentages do not always total 100 in this and subsequent charts due to rounding.



Employees were asked to provide their “suggestions or comments for how to improve team cleaning.” Fifteen employees responded to this question. Some employees suggested discontinuing team cleaning, some suggested using team cleaning only in some situations (e.g., in large areas only), and some said that they had “no” suggestions for

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how to improve team cleaning. Employees' responses to this question are summarized in the next table.

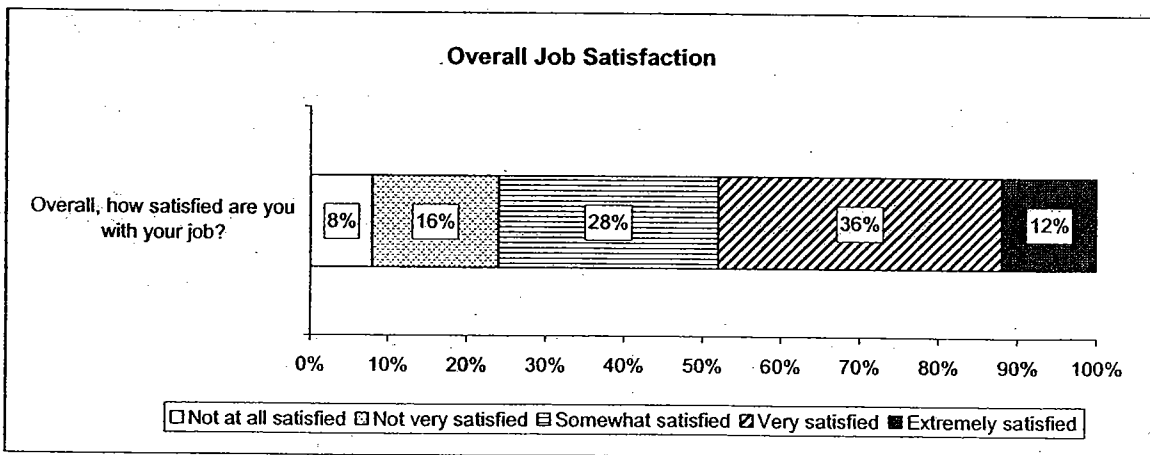
**Do you have any suggestions or comments for how to improve team cleaning?**

| Examples of Employees' Comments  | Number of employees |
|--|---------------------|
| <i>Total</i>   | <i>15</i>           |
| "Stop it." "No more team cleaning. Everyone should work."<br>"The team cleaning is good if everybody's working together as a group. But mostly some people don't – not fair to some people who work hard."                 | 5                   |
| Use team cleaning "only with conferences, meetings" or "for certain buildings or areas that are large areas to cover. However other areas that do not require as many workers cause congestion and slow down the process." | 2                   |
| "None." "No." "None at all."   | 8                   |

**Satisfaction with Jobs and Work Environment**

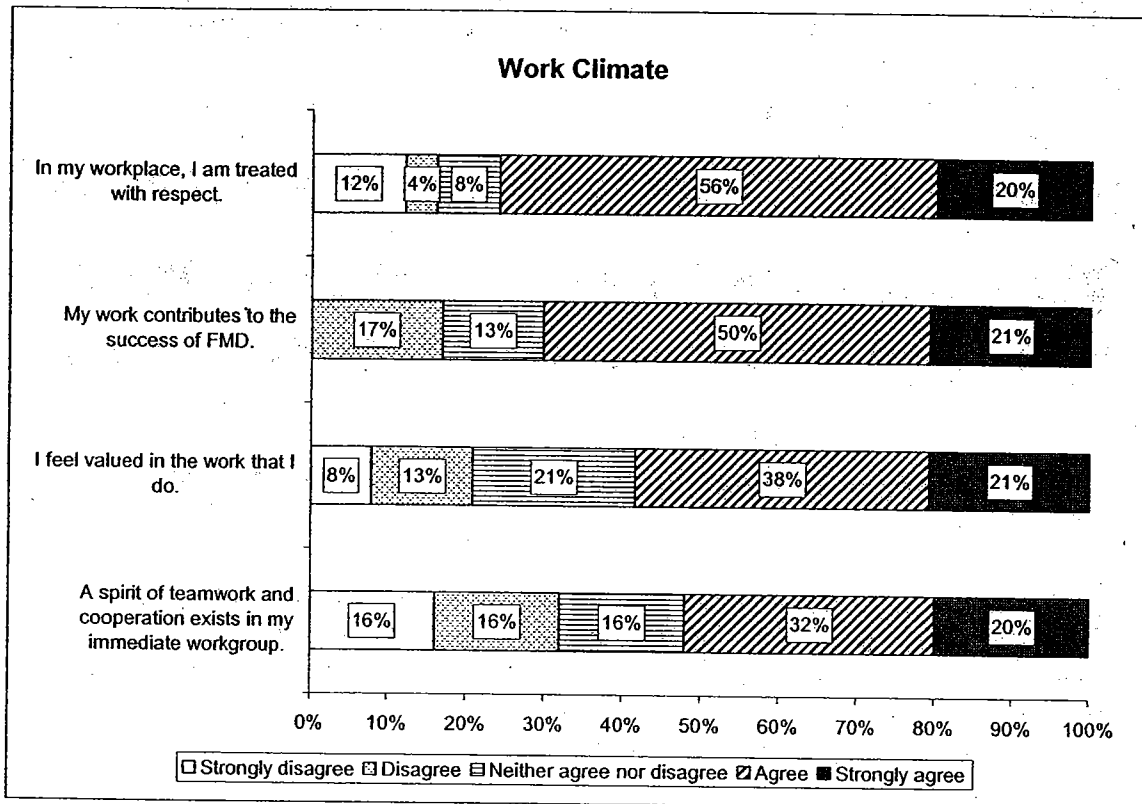
Employees were asked a variety of questions about their jobs and work environment. Overall job satisfaction is discussed first, followed by employees' opinions of the work climate, supervisor support and communication, job-related resources, and management practices.

Overall job satisfaction. When asked, "Overall, how satisfied are you with your job?" 48 percent (12) of the employees said that they were "extremely satisfied" or "very satisfied." Twenty four percent (6) of the employees said that they were "not at all satisfied" or "not very satisfied" with their jobs. These results are shown in the next chart.



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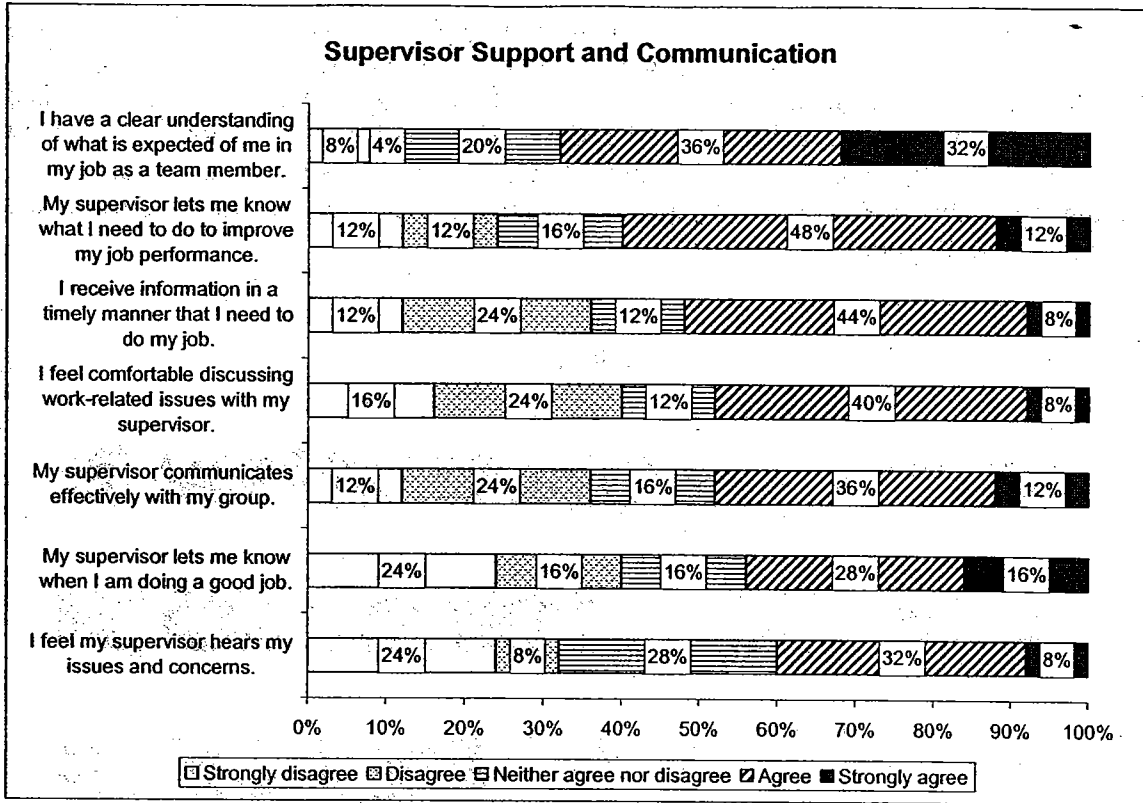
Work climate. Several items asked questions about the work climate. As the next chart shows, over 70 percent of the employees (17 to 19 employees) said that they “agree” or “strongly agree” with the statements, “In my workplace, I am treated with respect,” and “My work contributes to the success of FMD.” Over half of the employees (13 to 14 employees) said that they “agree” or “strongly agree” with the statements, “I feel valued in the work that I do,” and “A spirit of team work and cooperation exists in my immediate work group.”



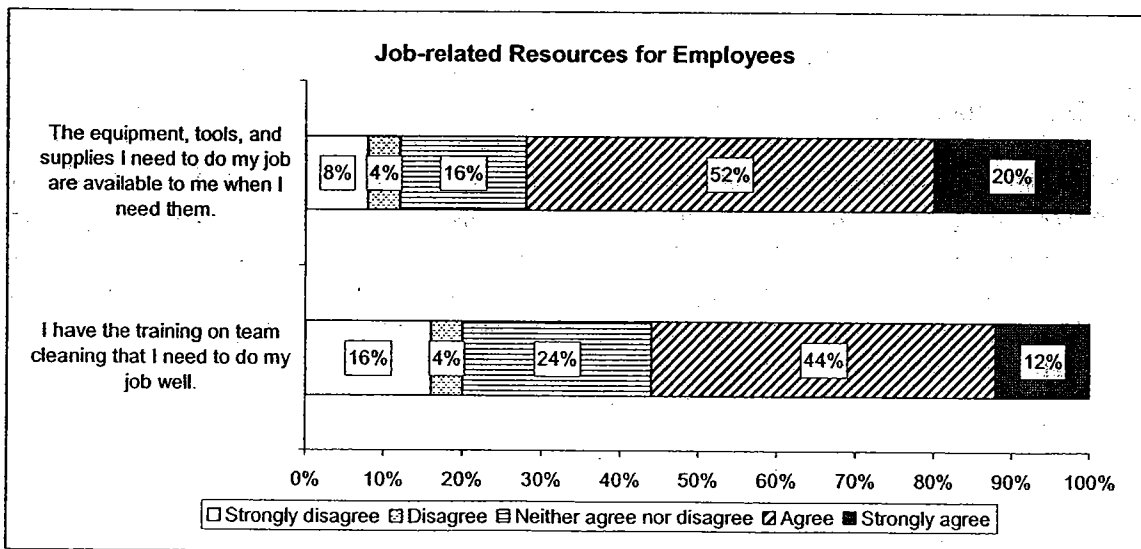
Supervisor support and communication. Seven questions asked employees about the support and communications they receive from their supervisor. The highest level of agreement was reported for the statement, “I have a clear understanding of what is expected of me in my job as a team member.” Thirty two percent (8) of the employees said that they “strongly agree” and 8 percent (2) of the employees said that they “strongly disagree” with this statement. As the next chart shows, equal or greater numbers of employees said that they “strongly disagree” as said that they “strongly agree” with the other six statements.



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**Job-related resources.** Seventy two percent (18) of the employees said that they “agree” or “strongly” agree that, “The equipment, tools, and supplies I need to do my job are available to me when I need them.” Fifty six percent (14) of the employees said that they “agree” or “strongly agree” with the statement, “I have the training on team cleaning that I need to do my job well.” These results are shown in the next chart.



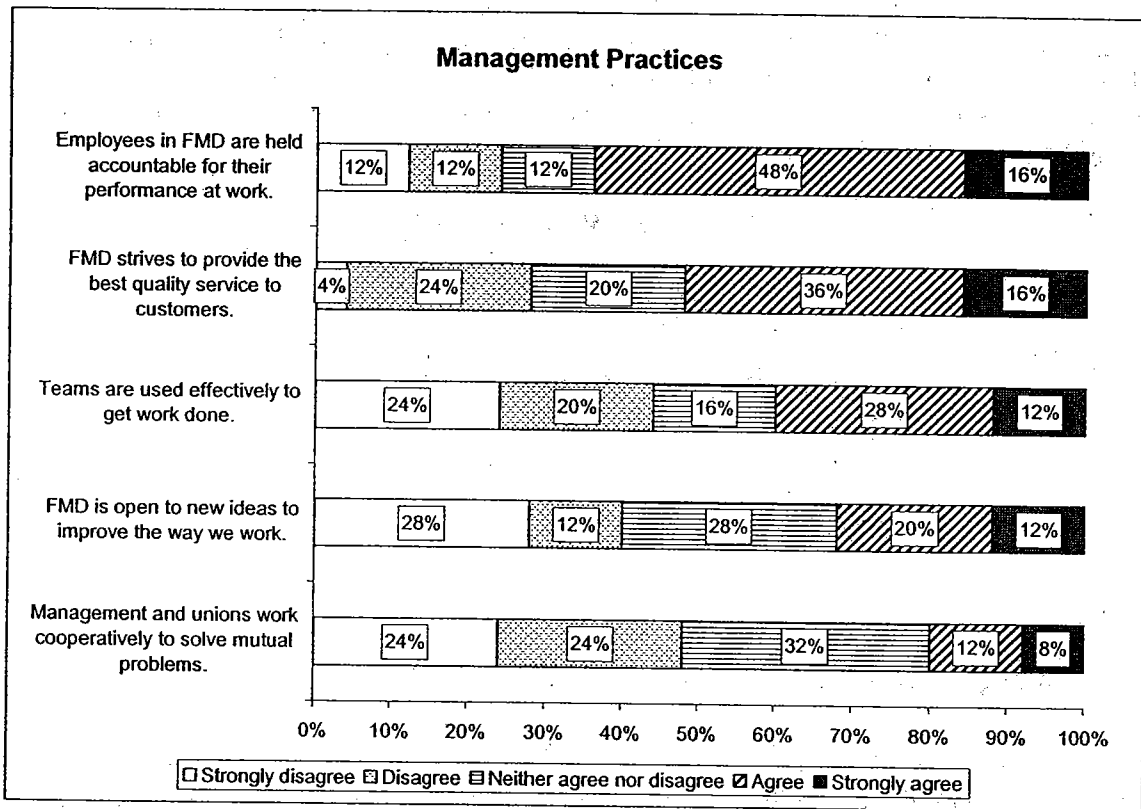
**DRAFT**

**Management practices.** Five items addressed management practices. Over half (13-16) of the employees said that they “agree” or “strongly agree” that “Employees in FMD are held accountable for their performance at work,” and “FMD strives to provide the best quality service to customers.” However, only 20 to 40 percent (7-10) of the employees said that they “agree” or “strongly agree” (while 40 to 48 percent, or 10 to 12 employees, said that they “disagree” or “strongly disagree”) with three statements:

“Teams are used effectively to get work done,”

“FMD is open to new ideas to improve the way we work,” and

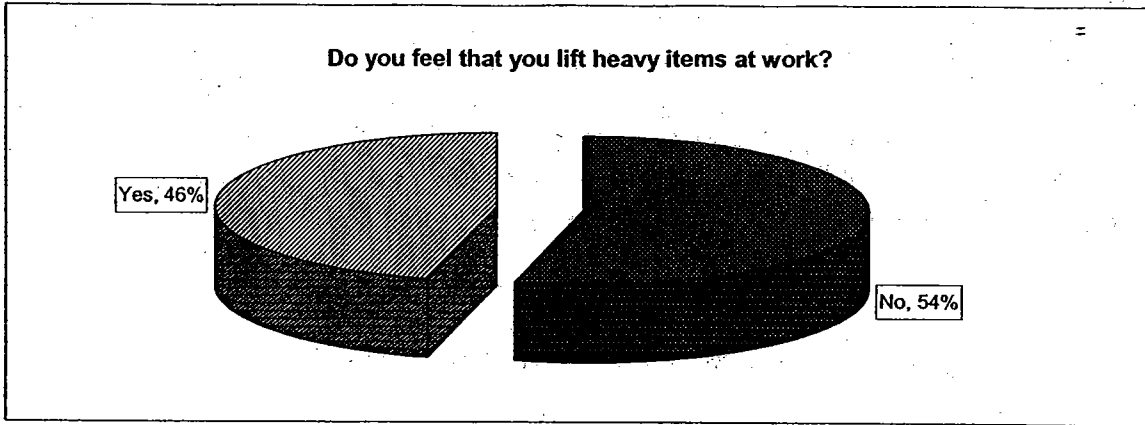
“Management and unions work cooperatively to solve mutual problems.”



**Lifting Heavy Items**

Employees also were asked, “Do you feel you lift heavy items at work?” As the next chart shows, 46 percent (11 employees) said that they feel they lift heavy items at work.

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Employees were asked to describe the heavy items they lift, and their responses to this question are summarized in the following table. Employees said that they typically lift these items daily at work. The total in this table is greater than 11, since some employees described more than one item.

**Heavy Items You Lift at Work**

| Items                           | Number of employees |
|---------------------------------|---------------------|
| <i>Total</i>                    | <i>11</i>           |
| Garbage, trash, full trash bags | 7                   |
| Supplies                        | 3                   |
| Vacuum                          | 2                   |
| Water bucket                    | 2                   |
| Boxes                           | 1                   |
| Floor care machine              | 1                   |

**Conclusions and Observations**

This research is based on the responses of 25 custodial employees involved in team cleaning. Since three employees were not able to participate in the research, the results may not represent the views of all employees although most employees (89%) are represented.

The employees who participated in the research provided a great deal of information about their experiences with and opinions of team cleaning and their work environment. This information provides a challenge for FMD staff and management to review the results in light of FMD priorities and initiatives and develop action plans to improve performance and employee satisfaction.

The following conclusions and observations are suggested by the research and may inform, but should not replace, the FMD process of identifying research implications and action items:

## DRAFT

Team cleaning. Employees indicated that they have mixed opinions of team cleaning. While some employees did, other employees did not report experiencing the benefits typically associated with team cleaning (such as handling fewer cleaning products, being able to do more cleaning, and leaving cleaner areas than when working alone). In addition, some employees said that they would like to “stop” team cleaning, or that team cleaning permitted some employees to underperform and required others to do more than their share of cleaning. Other employees had no suggestions to improve team cleaning. These results suggest that the team cleaning approach works well for some employees and not as well for others. FMD may wish to identify the groups that work productively and effectively with team cleaning, and use those teams as models or a source of lessons for how to improve the performance and satisfaction of other teams.

Satisfaction with job and work environment. In response to questions about their overall job satisfaction, work climate, supervisor support and communication, job-related resources, and management practices, employees also reported mixed opinions. Some employees agreed and some disagreed with each question. However, employees gave higher ratings to the work climate (including being treated with respect and contributing to the success of FMD) and job-related resources (equipment, tools, supplies, and training) than to other areas. FMD may want to consider targeting the lower-rated areas of management practices, supervisor support, and communications and developing strategies to improve performance in these areas.

Lifting heavy items. Almost half of the employees said that they feel they lift heavy items, including trash bags, supplies, and water buckets, at work daily. FMD may want to ensure that the weight of such items is not problematic, even though the items are judged to be “heavy” by the employees.

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**Appendix**  
**Questionnaire**

## King County Facilities Maintenance Division Custodial Services Employee Survey

The King County Facilities Maintenance Division (FMD) is committed to improving productivity, the quality of work, and the work environment. Please complete the following questions about your work so that FMD can include your opinions in planning and developing strategies to improve custodial services. **All answers will be anonymous.** Please hand your completed questionnaire directly to our consultant who will analyze the results and present responses in aggregate form only.

1. Overall, how satisfied are you with your job?  
 Not at all satisfied     Not very satisfied     Somewhat satisfied     Very satisfied     Extremely satisfied
2. I feel valued in the work that I do.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
3. A spirit of teamwork and cooperation exists in my immediate workgroup.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
4. My work contributes to the success of FMD.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
5. The equipment, tools, and supplies I need to do my job are available to me when I need them.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
6. I have the training on team cleaning that I need to do my job well.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
7. I feel my supervisor hears my issues and concerns.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
8. I have a clear understanding of what is expected of me in my job as a team member.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
9. My supervisor lets me know when I am doing a good job.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
10. My supervisor lets me know what I need to do to improve my job performance.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
11. I feel comfortable discussing work-related issues with my supervisor.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree

12. My supervisor communicates effectively with my group.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
13. I receive information in a timely manner that I need to do my job.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
14. In my workplace, I am treated with respect.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
15. Employees in FMD are held accountable for their performance at work.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
16. Management and unions work cooperatively to solve mutual problems.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
17. Teams are used effectively to get work done.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
18. FMD is open to new ideas to improve the way we work.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
19. FMD strives to provide the best quality service to customers.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
20. I work more closely with my supervisor than I did before I began team cleaning.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
21. I see my supervisor more often than I did before I began team cleaning.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
22. Working as a team is safer than working alone.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
23. The areas where I work are cleaner now than they were before we began team cleaning.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
24. With team cleaning, I don't have to handle as many cleaning products as I would if I worked alone.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree
25. We are able to do more cleaning as a team than I could if I worked alone.  
 Strongly Disagree     Disagree     Neither agree nor disagree     Agree     Strongly Agree

26. Do you feel that you lift heavy items at work?

- No ⇒ Please skip to Question 28
- Yes ⇒ Please continue with Question 27

27. If you lift heavy items at work, please describe the items, how often you lift them, and where you lift them.

| Heavy Items You Lift | How Often? | Where? |
|----------------------|------------|--------|
|                      |            |        |
|                      |            |        |
|                      |            |        |
|                      |            |        |
|                      |            |        |

28. Do you have any suggestions or comments for how to improve team cleaning?

29. These last two questions are for background only. In what building do you work?

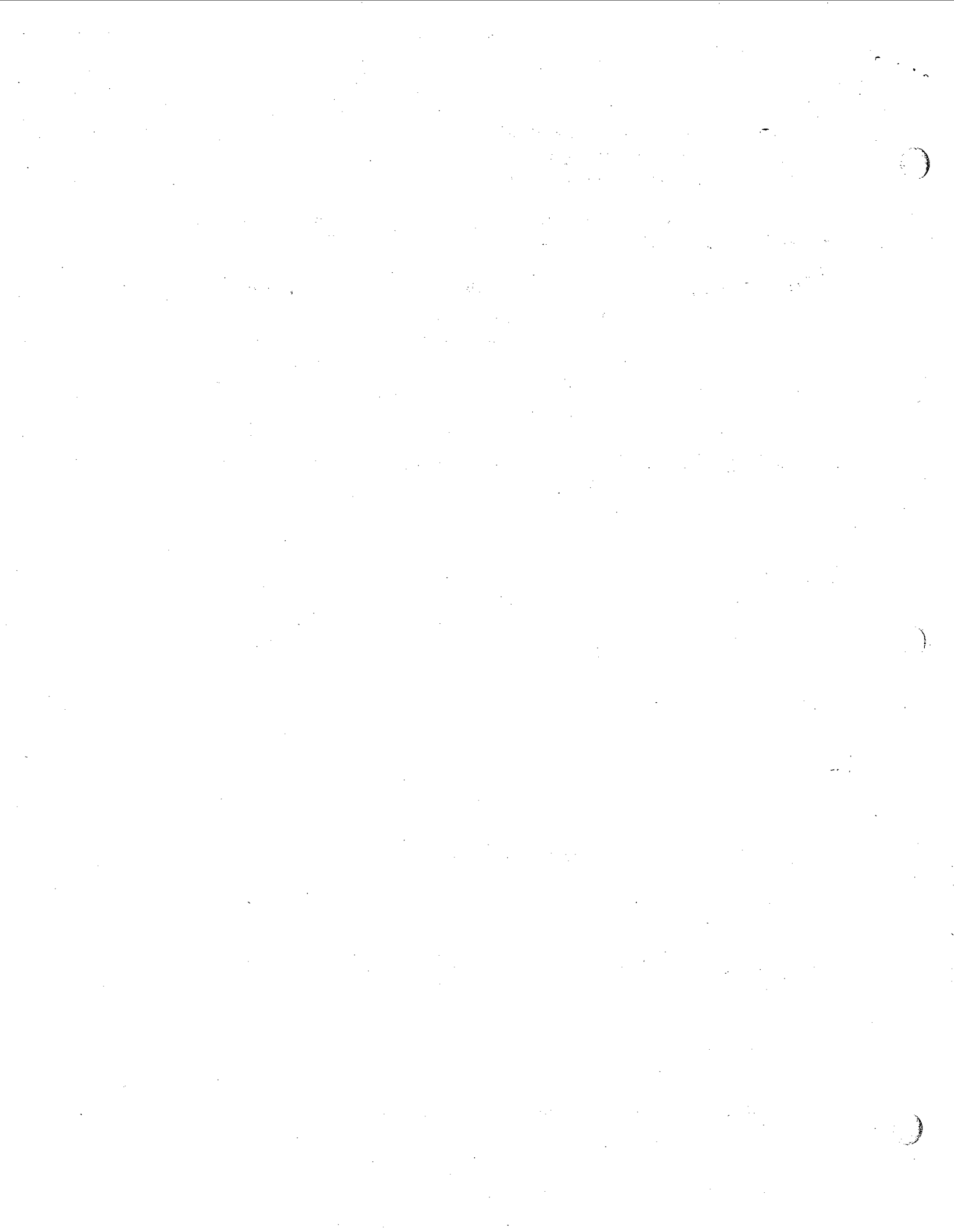
- Administrative Building
- Courthouse
- Regional Justice Center

30. How long have you worked in the King County Facilities Maintenance Division?

- Less than 2 years
- 2 - 5 years
- 6 - 10 years
- 11 - 20 years
- More than 20 years

**Thank you very much for your input. Your opinions will be very helpful.**







**King County**  
**Safety and Claims Management**  
Human Resources Management Division  
P.O. Box 80283  
Seattle, WA 98108  
(206) 296-0510  
(206) 296-0514 FAX

May 15, 2002

To: Jim Nitz, Building Services Supervisor, Facilities Maintenance, Executive Services

From: Greg Kuhn, Safety and Health Officer

RE: Ergonomics Assessment for Courthouse Custodians

## **Introduction**

The work duties of the custodians in the Courthouse were changed in March, 2002. Employees are now assigned to cleaning specific items on 6 floors in a work regimen known as "Team Cleaning".

The purpose of this evaluation was to provide information to Crawford and Company to develop the Job Assessment evaluation for this position and to determine if the new duties would exceed requirements for the State of Washington WISHA Ergonomics Rule (WAC 296-62-051). The rule has two different types of job categories, Caution Zone Jobs and Work Related Musculoskeletal (WMSD) Hazards. The rule is now in effect, but enforcement of the rule has been delayed until July 1, 2004.

Caution Zone Jobs have physical factors that may increase the risk for work related musculoskeletal disorders. WISHA does not prohibit these jobs or require that the employer change caution zone jobs. Workers in caution zone jobs must receive ergonomic training once every three years. A copy of the checklist is included with this report.

The types of jobs WISHA requires the employer to reduce risk factors are WMSD Hazards. The Hazard jobs have the same risk factors as the caution zone, but with much longer time limit periods.

## **Method and Results**

We had decided to observe the employees we perceived to have the most ergonomically challenging jobs on the floors with the most concentrated employee densities. The positions we choose were trash, vacuum and restroom on floors Basement through Five. Observations were made on the evenings of April 24 and 25, 2002.

I observed one employee in each of these team positions for an amount of time that I felt was reasonably representative of their work duties.

I used a Chatillon-USA weight scale, model IN-25, a Wagner Force Dial FDK 60 Push Pull Force Gauge and an Extech Stopwatch Model 365540 to make measurements.

### Trash

One employee, Juan Castilla, empties the waste receptacles from Floor Five through the basement. I observed Juan during his activity on floors Two and Five. I counted the numbers of waste cans emptied, weighed certain items and observed body positions.

Juan uses a 50-gallon plastic bin on wheels with plastic bag liners to empty waste into. When this fills, he pulls the bag out. Weights recorded for these bags in lbs. were 13, 8, 18, 18, 8, 9, and 25. These bags are eventually taken by elevator to the trash-compactor on the loading dock.

99% of the small waste cans were 3 gallon, round metal cans that weighed 3.5 lbs. each. There were a few square metal cans that weighed 5 lbs. and a few plastic cans that weighed 2 lbs. Only with rare exception was the weight of waste sufficient to increase the empty can weight. I instructed Juan to let me weigh cans that seemed heavy. The following weights were recorded in lbs. - 4, 4.5, 8, 10 and 9.

I counted 102 small waste cans emptied on the Second Floor and 151 small cans on the Fifth Floor. Using floor plans for the Courthouse, I estimated that Juan would empty 500 small waste cans per work shift.

There were two to three 20-gallon waste cans in break rooms per floor. Juan would lift the bag liners out of these. Weights ranged between 1.5 lbs. and 10 lbs. Juan also picked up 2 bags of shredded paper that weighed 8 lbs. and 11 lbs.

Juan would bend over to about a 45-degree angle to pick up and put down the small waste cans for a period of about one-second each. If a plastic liner needed to be replaced, he would bend over to about 90 degrees for about 3 seconds.

### *Trash Summery*

Approximately 500 small waste cans are emptied per shift for an average of one small can emptied every 45 seconds with an average weight of 3.5 lbs.

There is a hand pinch grip on a small waste cans for 1000 seconds per shift (a pinch grip twice for each can to pick up and put down for one second each) for a total of 17 minutes per shift.

There are approximately 14 large bags of waste from the wheeled bin generated per shift with an average weight of 14 lbs. with a range of 8 to 25 lbs. Each bag lifted three to four times. An additional 2 bags of shredded paper are picked up with an average of 10 lbs.

A back bend of about 45 degrees to pick up and put down about 500 small waste cans with duration of about 1 second each for a total time of 17 minutes.

A back bend of about 90 degrees to replace small waste can plastic liners for an average of one for every 10 cans for a total of 50 liners per shift. The duration is for approximately 3 seconds for a total of 4 minutes per shift.

None of the WISHA regulation Caution Zone Checklist limits (WAC 296-62-05105) were exceeded. These include the categories for high hand force, highly repetitive motion and heavy, frequent or awkward lifting.

### Vacuum

I observed one member of the two person vacuum team on Thursday, during the period of the weekly cleaning for the Second Floor. The weekly cleaning is a once per week thorough cleaning of that floor. Weekly duties include vacuuming carpets; high/low dusting, and cleaning break room sinks. Daily duties include spot vacuuming, light dusting, and cleaning break room sinks.

The vacuum used was a Vesramatic upright vacuum that weighs 25 lbs. The push-pull force to move the vacuum across carpet measured with the force gauge was 8 to 10 lbs. This push-pull measurement was made trying to simulate the back and forth frequency of movement the employee was using to include the momentum force encountered.

For the two and one-half hours I observed of the weekly cleaning of the Second Floor, each room or cubicle would be vacuumed with the upright vacuum, the vacuum hose would be used along some carpet edges with furniture and equipment dusted with a synthetic feather duster. Using the stopwatch over a period of 154 minutes, 60 minutes was spent vacuuming carpet, 10 minutes using the vacuum hose, and 20 minutes dusting. Approximately 20% or less of the time dusting would involve working with the hands above the head or the elbows above the shoulders.

The percentage of time spent doing these tasks on the floors that would receive the daily spot cleaning would be less, as much more time would be spent travelling.

### *Vacuum Summery*

I estimate that about 3 hours are spent vacuuming, about 60 minutes dusting, and about 30 minutes using the vacuum hose per shift. The rest of the time would be spent on travel, set-up and other minor tasks.

There is some bending over up to 45 degrees when vacuuming or using the vacuum hose under a small percentage of desks. The time is very short, usually 1 to 3 seconds in duration.

Vacuuming requires highly repetitive forward and backward motion of the arm at least every few seconds. The Caution Zone Checklist time limit for this type of highly

repetitive motion is 2 hours. The estimated 3 hours of active vacuuming would make this a caution zone job. The WMSD Hazard limit for highly repetitive motion is 6 hours.

### Restroom

I observed the daily cleaning on the Second Floor of one public men's restroom and one judges chamber restroom. The public restroom had 4 sinks, 3 toilets and 4 urinals. The chamber restroom had one sink and one toilet.

Weekly cleanings are more thorough cleaning of most surfaces. The chamber bathrooms are cleaned once per week. Weekly cleanings of other bathrooms would occur on different floors per different day of the week.

On one shift per team member, the approximate number cleaned (from counts I made from floor plans) is 8 public size restrooms, 20 personal restrooms and 2 showers.

The daily public restroom cleaning took 30 minutes. Trash is emptied, supplies restocked, sink area and mirror cleaned. Sinks, urinals and toilets were then swabbed with disinfectant and then wiped dry for a period of 4 and 1/2 minutes – about 60 % of that time with the back bent from 30 to 50 degrees. Chrome was then polished. Mopping the floor took 2 minutes with the neck bent about 30 degrees.

The chamber bathroom cleaning took 10 minutes, with awkward postures accounting for the same approximate percentage of time.

### *Restroom Summary*

Working with the back bent from 30 to 50 degrees occurred for approximately 3 minutes in the public restroom and 1 minute in the private. The total estimated time per shift is 50 minutes.

Working with the neck bent more than 30 degrees occurred for approximately 3 minutes in the public restroom and 1 minute in the private. The total estimated time per shift is 50 minutes.

Wiping and scrubbing may be considered to be similar repetitive motions. I would estimate the time per shift to be approximately 90 minutes.

Moping is a repetitive motion that is very dissimilar to wiping and scrubbing. Moping is done approximately 36 minutes per shift.

None of the WISHA regulation Caution Zone Checklist limits (WAC 296-62-05105) were exceeded. These include the categories for awkward position and highly repetitive motion.

**Conclusions**

I observed custodial jobs in the Courthouse for representative periods, performed in the team cleaning method, that were estimated to have the highest potential for ergonomic issues. Records of specific times for tasks, weights and force measurements were taken to estimate risk factor parameters. Comparisons were made to the new WA Labor and Industries WISHA Ergonomics Rule (WAC 296-62-071) limits. The law is in effect, but enforcement of the rule has been delayed until July 1, 2004.

None of the positions I observed exceeded the WISHA Ergonomics Rule limits for Work Related Musculoskeletal Disorder (WMSD) Hazards. Jobs in this category will in the future require that the employer to make a reasonable attempt to reduce the hazard.

The other set of limits in the WISHA Ergonomics Rule is the Caution Zone Checklist. Caution Zone Checklist Jobs have physical factors that may increase the risk for work related musculoskeletal disorders. WISHA does not prohibit these jobs or require that the employer change caution zone jobs. Workers in caution zone jobs are required to receive ergonomic training once every three years.

One specific job task, vacuuming carpets, exceeded the Caution Zone Checklist limit for Highly Repetitive Motion for more than 2 hours per day. I estimated that vacuuming carpets occurs for approximately 3 hours per day. The WMSD Hazard limit for highly repetitive motion is 6 hours.

Management is currently replacing the current 25 lbs. upright vacuum cleaners with a backpack style vacuum cleaner that weighs 10 lb. The hose and metal wand weigh less than 2 lbs. The wand is shaped so that it will mostly eliminate the need to bend over when vacuuming. This improvement will greatly reduce the force needed during the repetitive motion and will substantially reduce back bending. For those that may not be able to use the backpack cleaner, alternative, lighter vacuums are being investigated.

Please call me if you have any questions at 206-205-5375

GK/113

CC: Robin Bishop, Facilities Maintenance Manager, Executive Services  
Kyle Pletz, Vocational Counselor, Crawford and Company

Dear Sir,

I have the pleasure to inform you that your application for the position of [Job Title] has been received and is currently under review. We will contact you again once a decision has been reached.

Thank you for your interest in our organization. We appreciate the time and effort you have invested in applying for this position. If you have any questions, please do not hesitate to contact our Human Resources Department.

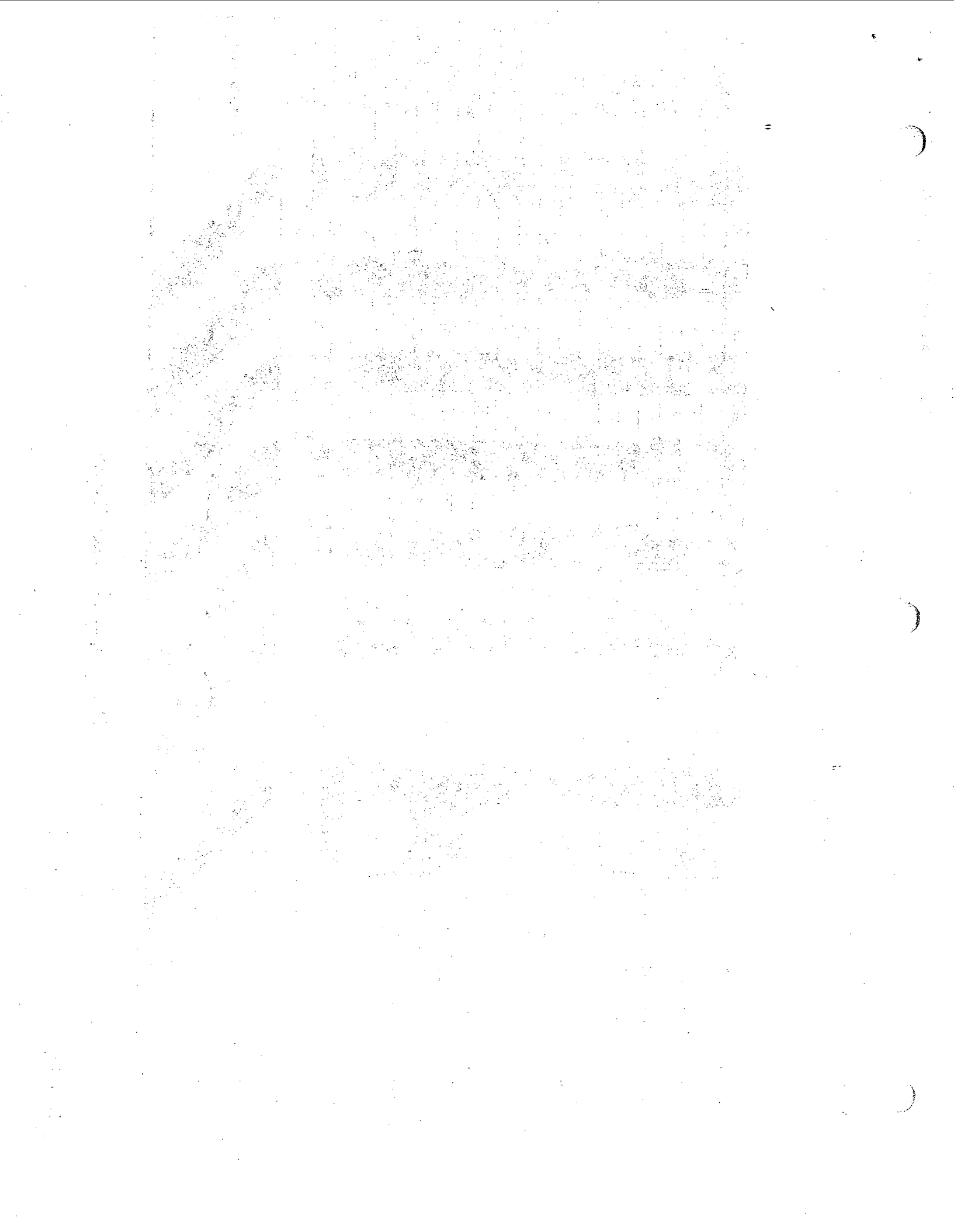
Yours faithfully,  
[Name]  
[Title]

# 2001 Sick Leave Report

## Appendix H

| Assignment | 1st Quarter |          | 2nd Quarter |       | 3rd Quarter |      | 4th Quarter |        | Summary   |         | Total Hours | Total Months | Hours per Month (Average) |   |
|------------|-------------|----------|-------------|-------|-------------|------|-------------|--------|-----------|---------|-------------|--------------|---------------------------|---|
|            | January     | February | March       | April | May         | June | July        | August | September | October |             |              |                           | November  |
| Custodian  | 32          | 16       | 8           | 28    | 32          | 8    | 57          | 8      | 285       | 12      | 285         | 12           | 23.8                      | No Injury Claims                                  |
| Custodian  | 0           | 24       | 28          | 66    | 24          | 48   | 40          | 16     | 339       | 12      | 339         | 12           | 28.3                      | No Injury Claims                                  |
| Custodian  | 8           | 16       | 0           | 0     | 11          | 11   | 8           | 16     | 90        | 12      | 90          | 12           | 7.5                       | No Injury Claims                                  |
| Custodian  | 0           | 0        | 0           | 0     | 8           | 0    | 0           | 0      | 11        | 12      | 11          | 12           | 0.9                       | Excluded from Totals - Not Employed by KC in 2001 |
| Custodian  | 0           | 0        | 0           | 0     | 0           | 0    | 0           | 0      | 0         | 0       | 0           | 0            | 0.0                       | Excluded from Totals - Not Employed by KC in 2001 |
| Custodian  | 88          | 0        | 12          | 8     | 8           | 0    | 0           | 0      | 173       | 12      | 173         | 12           | 14.4                      | No Injury Claims                                  |
| Custodian  | 16          | 168      | 168         | 170   | 184         | 68   | 0           | 11     | 1154      | 12      | 1154        | 12           | 96.2                      | Injury Claim - Several (2001/2002)                |
| Custodian  | 8           | 3        | 30          | 17    | 24          | 32   | 8           | 40     | 185       | 12      | 185         | 12           | 15.4                      | No Injury Claims                                  |
| Custodian  | 0           | 0        | 40          | 0     | 0           | 0    | 0           | 0      | 40        | 12      | 40          | 12           | 3.3                       | No Injury Claims                                  |
| Custodian  | 0           | 8        | 0           | 0     | 8           | 8    | 8           | 0      | 88        | 12      | 88          | 12           | 7.3                       | No Injury Claims                                  |
| Custodian  | 0           | 40       | 8           | 19    | 8           | 0    | 0           | 0      | 75        | 12      | 75          | 12           | 6.3                       | No Injury Claims                                  |
| Custodian  | 0           | 16       | 4           | 16    | 0           | 0    | 4           | 4      | 87        | 12      | 87          | 12           | 7.2                       | No Injury Claims                                  |
| Custodian  | 8           | 0        | 0           | 0     | 16          | 0    | 8           | 0      | 83        | 12      | 83          | 12           | 6.9                       | No Injury Claims                                  |
| Custodian  | 12          | 0        | 8           | 2     | 16          | 0    | 8           | 0      | 91        | 12      | 91          | 12           | 7.6                       | No Injury Claims                                  |
| Custodian  | 0           | 8        | 8           | 5     | 8           | 8    | 0           | 16     | 56        | 12      | 56          | 12           | 4.6                       | No Injury Claims                                  |
| Custodian  | 0           | 11       | 0           | 0     | 4           | 0    | 0           | 0      | 70        | 12      | 70          | 12           | 5.8                       | No Injury Claims                                  |
| Custodian  | 0           | 0        | 0           | 0     | 0           | 0    | 0           | 0      | 0         | 0       | 0           | 0            | 0.0                       | Excluded from Totals - Not Employed by KC in 2001 |
| Custodian  | 2           | 8        | 3           | 1     | 3           | 2    | 3           | 2      | 27        | 12      | 27          | 12           | 2.2                       | Excluded from Totals - Not Employed by KC in 2001 |
| Custodian  | 0           | 42       | 24          | 21    | 3           | 10   | 0           | 0      | 178       | 12      | 178         | 12           | 14.8                      | Injury Claim - Hurt Hand Picking-up Trash (Feb)   |
| Custodian  | 0           | 0        | 0           | 0     | 0           | 0    | 0           | 0      | 0         | 0       | 0           | 0            | 0.0                       | Injury Claim - Hurt Hand Picking-up Trash (Feb)   |
| Custodian  | 89          | 206      | 360         | 306   | 341         | 357  | 207         | 144    | 3030      | 27      | 3030        | 27           | 14.0                      | Injury Claim - Hurt Hand Picking-up Trash (Feb)   |





# 2002 Sick Leave Report

| Assignment | 1st Quarter |     | 2nd Quarter |     |     | 3rd Quarter |     |     | 4th Quarter |     |     | Summary |             |              |
|------------|-------------|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|---------|-------------|--------------|
|            | Jan         | Feb | Mar         | Apr | May | Jun         | Jul | Aug | Sep         | Oct | Nov | Dec     | Total Hours | Total Months |
| Custodian  | 8           | 16  | 8           | 24  | 30  | 0           | 8   | 16  | 40          | 0   | 24  | 224     | 12          | 18.7         |
| Custodian  | 48          | 24  | 24          | 41  | 24  | 8           | 28  | 24  | 18          | 12  | 24  | 294     | 12          | 24.5         |
| Custodian  | 9           | 8   | 16          | 120 | 176 | 40          | 32  | 4   | 36          | 16  | 3   | 464     | 12          | 38.7         |
| Custodian  | 8           | 8   | 0           | 21  | 31  | 0           | 0   | 0   | 8           | 2   | 0   | 55      | 12          | 4.6          |
| Custodian  | 0           | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 0           | 0.0          |
| Custodian  | 0           | 5   | 0           | 0   | 8   | 0           | 24  | 4   | 45          | 9   | 13  | 123     | 12          | 10.3         |
| Custodian  | 0           | 0   | 0           | 5   | 136 | 160         | 48  | 16  | 36          | 184 | 0   | 705     | 12          | 58.7         |
| Custodian  | 10          | 35  | 9           | 24  | 175 | 16          | 18  | 10  | 32          | 0   | 8   | 186     | 12          | 15.5         |
| Custodian  | 0           | 2   | 0           | 10  | 11  | 0           | 8   | 0   | 0           | 0   | 8   | 28      | 12          | 2.3          |
| Custodian  | 0           | 8   | 3           | 36  | 14  | 8           | 0   | 8   | 0           | 16  | 0   | 95      | 12          | 7.9          |
| Custodian  | 15          | 0   | 0           | 8   | 38  | 0           | 19  | 120 | 171         | 144 | 168 | 684     | 12          | 57.0         |
| Custodian  | 4           | 4   | 3           | 19  | 0   | 0           | 8   | 9   | 24          | 6   | 12  | 97      | 12          | 8.1          |
| Custodian  | 0           | 0   | 122         | 6   | 0   | 0           | 24  | 0   | 56          | 16  | 48  | 306     | 12          | 25.5         |
| Custodian  | 14          | 4   | 4           | 18  | 0   | 0           | 55  | 0   | 23          | 1   | 4   | 139     | 12          | 11.6         |
| Custodian  | 0           | 0   | 0           | 6   | 4   | 32          | 4   | 0   | 8           | 2   | 8   | 66      | 12          | 5.5          |
| Custodian  | 0           | 16  | 0           | 2   | 0   | 0           | 10  | 8   | 10          | 0   | 8   | 54      | 9           | 6.0          |
| Custodian  | 0           | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0           | 8   | 8   | 16      | 12          | 1.3          |
| Custodian  | 0           | 0   | 15          | 9   | 0   | 16          | 48  | 0   | 0           | 0   | 0   | 94      | 12          | 7.8          |
| Custodian  | 24          | 8   | 24          | 18  | 20  | 0           | 2   | 25  | 4           | 137 | 92  | 424     | 12          | 35.3         |
| Custodian  | 0           | 0   | 72          | 16  | 0   | 16          | 0   | 8   | 0           | 0   | 0   | 96      | 12          | 8.0          |
|            | 131         | 138 | 512         | 599 | 236 | 304         | 274 | 242 | 682         | 434 | 429 | 4147    | 225         | 18.4         |

Injury Claim - Mopping (May)

No Injury Claims

Injury Claim - Bending (March)

Excluded - Not Employed by KC in 2002

Injury Claim - Vacuuming (August)

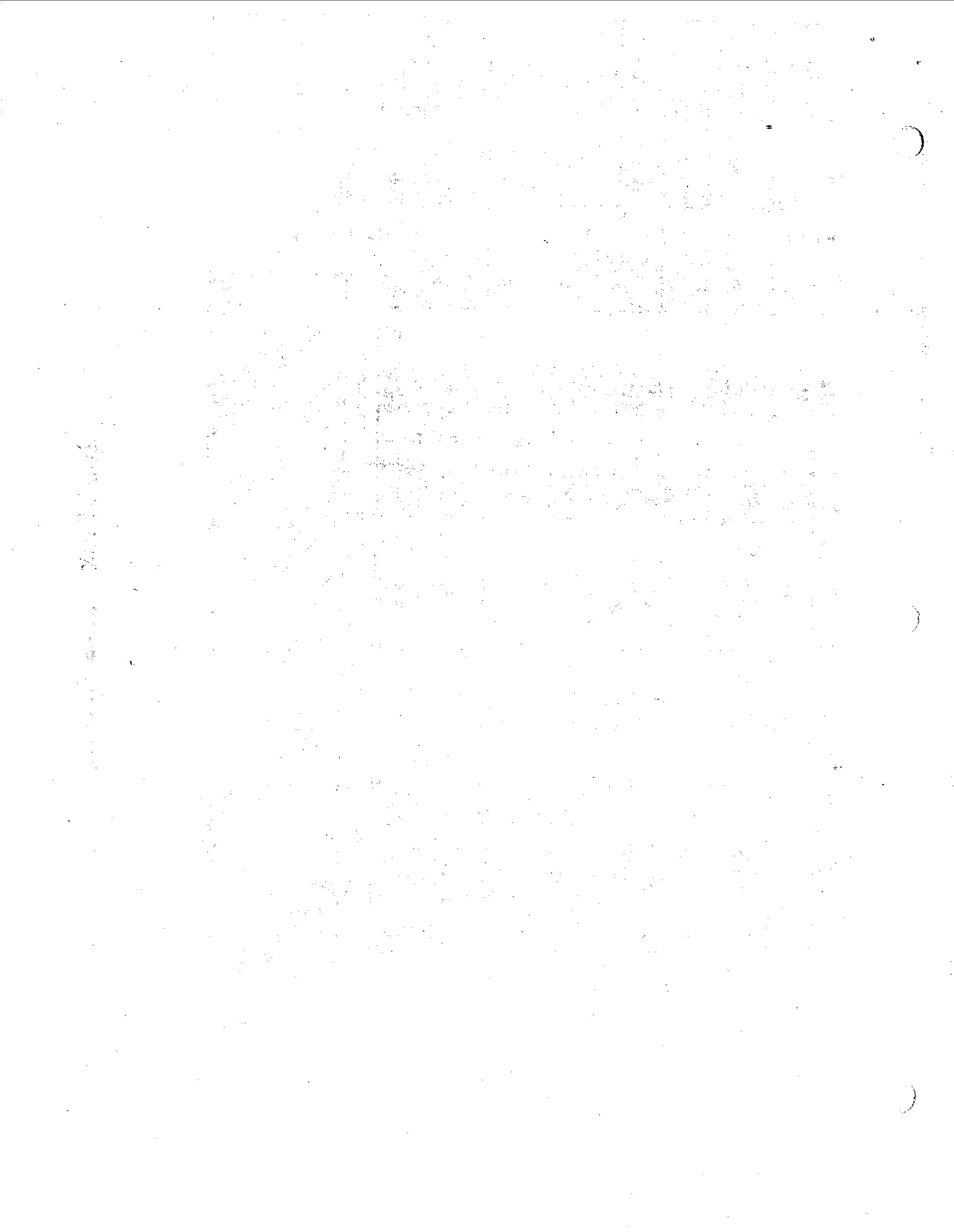
Injury Claims - Several (2001/2002)

No Injury Claims

Injury Claim - Non-County (August)

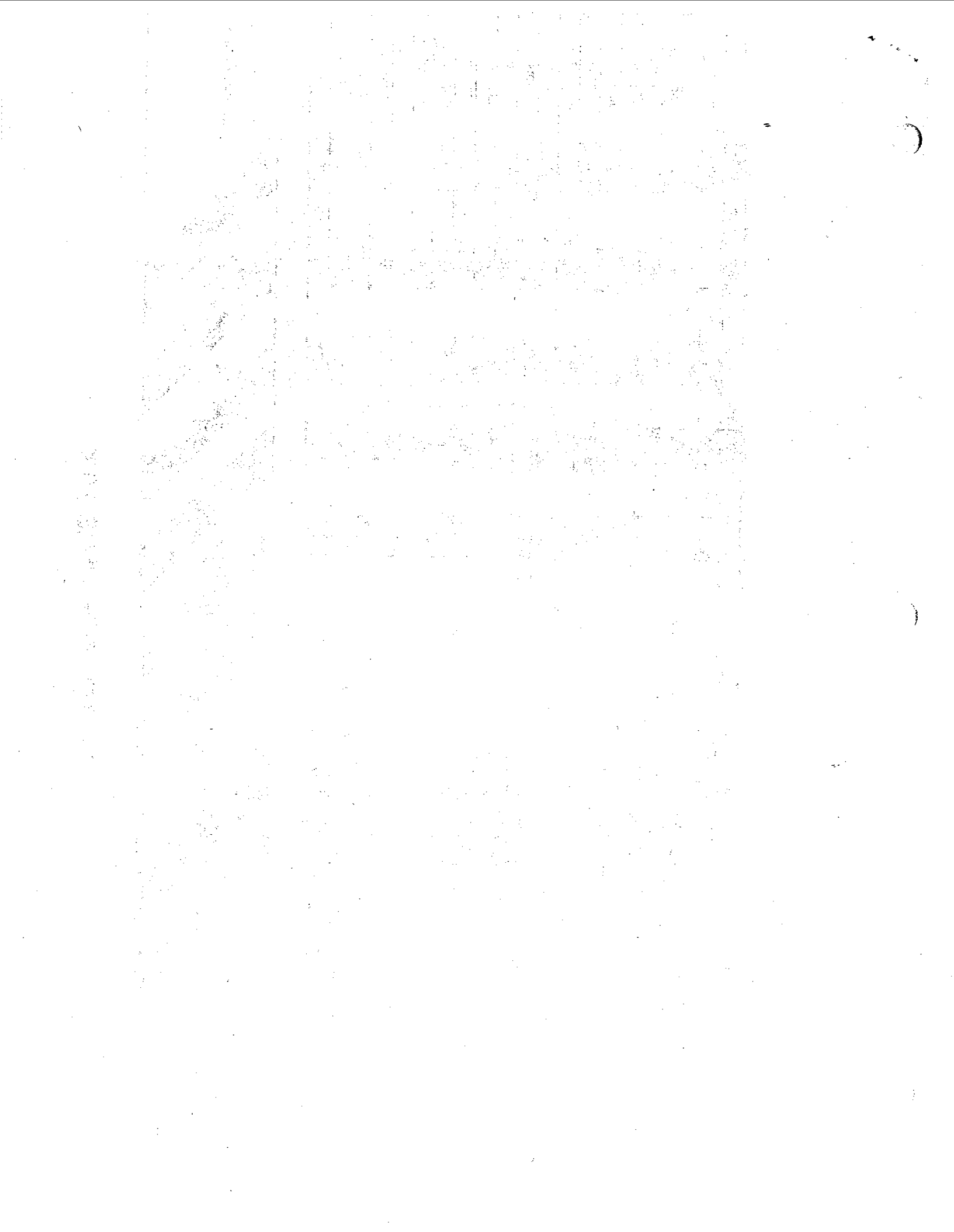
Injury Claim - Vacuuming (March)

Injury Claim - Asbestos Crew (June)  
Injury Claim - Walking (March)



# 2003 Sick Leave Report

| Assignment | 1st Quarter |     | 2nd Quarter |     |     | 3rd Quarter |     |     | 4th Quarter |     |     | Summary |             | Injury Claims |              |  |
|------------|-------------|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|---------|-------------|---------------|--------------|--|
|            | Jan         | Feb | Mar         | Apr | May | Jun         | Jul | Aug | Sep         | Oct | Nov | Dec     | Total Hours |               | Total Months | Hours per Month (Average)                                  |
| Custodian  | 0           | 80  | 19          | 8   | 24  | 16          | 0   | 0   | 0           | 0   | 0   | 0       | 144         | 5.8           | 24.8         | Injury Claim - Strained back throwing trash bag (Jan)      |
| Custodian  | 0           | 0   | 0           | 0   | 32  | 54          | 0   | 0   | 0           | 0   | 0   | 0       | 86          | 1.5           | 57.3         | No Injury Claims - Return to Work (5/12)                   |
| Custodian  | 4           | 15  | 40          | 8   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 67          | 5.8           | 14.6         | No Injury Claims   |
| Custodian  | 0           | 0   | 6           | 0   | 4   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 9           | 5.8           | 1.6          | No Injury Claims   |
| Custodian  | 16          | 0   | 16          | 4   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 36          | 5.8           | 6.2          | No Injury Claims   |
| Custodian  | 8           | 8   | 29          | 8   | 0   | 2           | 0   | 0   | 0           | 0   | 0   | 0       | 55          | 5.8           | 9.5          | No Injury Claims   |
| Custodian  | 0           | 11  | 29          | 31  | 26  | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 88          | 5.8           | 15.1         | No Injury Claims   |
| Custodian  | 8           | 8   | 16          | 8   | 40  | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 80          | 5.8           | 13.8         | No Injury Claims   |
| Custodian  | 0           | 8   | 22          | 0   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 30          | 5.8           | 5.2          | No Injury Claims   |
| Custodian  | 8           | 8   | 8           | 8   | 40  | 8           | 0   | 0   | 0           | 0   | 0   | 0       | 80          | 5.8           | 13.8         | No Injury Claims   |
| Custodian  | 64          | 7   | 5           | 0   | 21  | 8           | 0   | 0   | 0           | 0   | 0   | 0       | 105         | 5.8           | 18.0         | Injury Claim - Residual Non-County (2002)                  |
| Custodian  | 4           | 10  | 16          | 11  | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 41          | 5.8           | 7.1          | No Injury Claims   |
| Custodian  | 24          | 36  | 24          | 19  | 8   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 111         | 5.8           | 19.1         | No Injury Claims   |
| Custodian  | 19          | 3   | 16          | 0   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 38          | 5.8           | 6.5          | No Injury Claims   |
| Custodian  | 0           | 12  | 8           | 0   | 0   | 40          | 0   | 0   | 0           | 0   | 0   | 0       | 60          | 5.8           | 10.3         | No Injury Claims   |
| Custodian  | 0           | 18  | 0           | 0   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 18          | 5.8           | 3.1          | No Injury Claims   |
| Custodian  | 40          | 0   | 6           | 0   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 56          | 5.8           | 9.7          | Injury Claim - Strained back while cleaning elevator (Jan) |
| Custodian  | 66          | 110 | 0           | 0   | 10  | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 176         | 5.8           | 30.3         | Injury Claim - Sprained ankle in stairwell (Jan)           |
| Custodian  | 60          | 152 | 168         | 168 | 136 | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 852         | 5.8           | 146.9        | Injury Claim - Residual Asbestos Crew Injury (2002)        |
| Custodian  | 40          | 0   | 0           | 8   | 0   | 0           | 0   | 0   | 0           | 0   | 0   | 0       | 48          | 5.8           | 8.3          | No Injury Claims   |
|            | 351         | 485 | 426         | 281 | 372 | 264         | 0   | 0   | 0           | 0   | 0   | 0       | 2178        | 5.8           | 19.5         |  |





King County

**CONTRACT:** T01573T  
**CONSULTANT:** HDR Engineering, Inc.

## Work Order No. #

|                                |  |
|--------------------------------|--|
| <b>Department:</b>             | Department of Executive Services (DES) |
| <b>Division:</b>               | Director's Office                      |
| <b>County Project Manager:</b> | Caroline Whalen                        |
| <b>Telephone No.</b>           | 206-296-3820                           |
| <b>Mailstop</b>                | KCC ES 0410                            |
| <b>IBIS or ARMS:</b>           | ARMS org: 1501 account: 53104          |

### **Work Order: Development of a Standardized Service Level Agreement (SLA) Process**

#### **1.0 Project Understanding**

King County's Department of Executive Services (DES) has a specific interest in developing a *standardized approach* for not only formulating SLA's in a variety of service areas, but also, the creation of a vehicle for evaluating the support providers' performance against the developed SLA with clear, meaningful, and appropriate measures. To accomplish this, DES has requested that HDR work with their assigned agencies to develop two separate internal SLA's between two separate and distinct internal service receivers and service providers. HDR understands that the DES has requested this to test and refine the appropriateness and congruency of the customized SLA development process prior to employing it on a more comprehensive scale.

#### **2.0 Project Approach**

The project approach will capitalize upon DES's existing relevant data collection and performance indicators pertaining to the service receiver that is selected to develop a SLA. The intent of this approach is to cultivate a productive relationship focused on effective and efficient service delivery between the service provider and service receivers, and any relevant industry specialists that are selected by DES to assist in the development of a SLA.

The following overarching questions will have to be answered to ensure the SLA is meaningful:

- ▶ What **exactly** is the service to be provided?
- ▶ What are the responsibilities with regards to this service?
- ▶ How will the **quality** of the service be measured?
- ▶ What is the service level the support provider is expected to achieve?

- ▶ How will performance be reported?
- ▶ What corrective actions will the support provider take if the outlined service levels are not achieved?
- ▶ What fees, charge backs, or budget assessments will the service receiver pay for the services provided?
- ▶ What, if any, remedies will be used to compensate the service receiver if the service levels are not achieved (i.e. reduced funding for service, enhance support service provision, reduced dedicated FTE's, etc.)?
- ▶ What opportunities exist for additional efficiencies and cost savings?

### **3.0 Project Scope**

The development of a SLA requires both a process and documentation. The process of reaching an agreement is just as important as the agreement itself. Hence, the best service level agreements result from the close cooperation between the two parties involved. The advantages of this process are that it gives the support service provider an opportunity to improve performance, while at the same time giving the customer (service receiver) an opportunity to review priorities.

The main reason organizations, public and private, enter into SLA's is to improve the effectiveness and efficiency of service delivery. To that end, there are benefits for both customers and service providers if the SLA process is executed, implemented, and monitored correctly.

The scope of work is intended to achieve the department's goal to (1) standardize an approach for formulating SLA's, and (2) create a vehicle for evaluating the support providers' performance against the developed SLA with clear, meaningful, and appropriate measures.

This project is comprised of ten (10) tasks with corresponding deliverables described for each. The intended outcome for each task is cumulative in nature—One task building upon the next. All of the tasks described below are necessary components of the overall goals which are as follows:

- (1) the development of an effective SLA process for DES,
- (2) the development of two actual SLAs, and
- (3) the development of a SLA implementation training tool for managing implemented SLAs.

#### **Task 1 - Project Initiation**

The first step in developing a SLA is to decide who will represent the service receiver and support service provider in the negotiation process. HDR will work with DES to identify these individuals and begin the process of forming the foundation of the SLA with each.

In Task 1, HDR will work with the DES to accomplish the following activities:

1. Determine the main goals of the SLA from the service receiver and service providers' perspective
2. Define the service providers' business, as well as the service receiver's business where relevant
3. Identify the existing relationship between the service receiver and support service provider

4. Identify each participant's underlying concerns
5. Establish a timeframe for the SLA (e.g., 1 year, 2-3 years, 4+ years)

### **Task 1 Deliverables**

- ▶ Project Initiation Memorandum describing the identified SLA goals, service receiver and service providers' business, existing relationship, underlying concerns, and SLA timeframe

### **Task 2 - Identify Key Stakeholders**

A network of service relationships surrounds a service level agreement. This task will identify 5-7 key stakeholder groups and consult with those most affected by the SLA. Key Stakeholders include the support service provider, suppliers, service receiver receiving support services, and those who have an interest in the outcomes of the service.

In Task 2, HDR will work with the DES to accomplish the following activities:

1. Identify all relevant stakeholders, including agency representatives who are currently involved in major productivity initiatives
2. Identify the needs and expectations of 5-7 key stakeholder groups
3. Identify where there are competing expectations
4. Define key priorities from each participant's perspective and develop realistic SLA outcomes

### **Task 2 Deliverables**

- ▶ Stakeholder Analysis Memorandum identifying relevant stakeholder groups' needs, expectations, priorities, and competing expectations with other stakeholder groups

### **Task 3 – Identify Needs and Expectations**

Managing needs of different customers and stakeholder groups can be a difficult undertaking in a public sector environment. For example, front line employees may value ease of access to an information system while their managers are more concerned with the quality of information. For the SLA to be effective, it is imperative that these differences in valuation be identified and categorized for each relevant stakeholder group.

In Task 3, HDR will work with the DES to accomplish the following activities:

1. Identify and rank the service receiver's and support service provider's service attributes<sup>1</sup> that are most valued
2. Identify and distinguish the service receiver's and support service provider's essential service needs from broader service expectations
3. Quantify essential service needs and prioritize

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<sup>1</sup> A service attribute is the aspect of service quality that is relevant to the service receiver, support service provider, or stakeholder.



### Task 3 Deliverables

- ▶ Service Receiver and Service Providers' Needs and Expectations Memorandum identifying and ranking service attributes, essential service needs, and quantification of essential service needs with prioritization

### Task 4 – Define Service Levels

HDR will work with the support service provider to outline the current capabilities and constraints of their operation. This will help the service receiver depending on the support service provider to better understand the context for their service requests and minimize unrealistic service level expectations (see Table 1 for example service levels).

**Table 1: Example Service Levels**

| Attribute      | Expectation          | Service Level                               |
|----------------|----------------------|---|
| Availability   | Suitable Hours       | Open 8:30am-6:30pm                          |
| Responsiveness | Prompt Attention     | Help desk reply w/in 1 hour                 |
| Timeliness     | Quick Processing     | Procurement request processed w/in 24 hours |
| Reliability    | Accuracy in Billing  | 99.5% accuracy                              |
| Equity         | Consistent Decisions | No complaints about unfair treatment        |

In Task 4, HDR will work with the DES to accomplish the following activities:

1. Identify service levels that are measurable
2. Identify service levels based on user satisfaction as well as service output
3. Identify "key service levels" for critical areas

### Task 4 Deliverables

- ▶ Definition of Service Levels Memorandum identifying and describing service levels that will be measured in the SLA

### Task 5 - Establish Performance Indicators

After establishing appropriate service levels in Task 4, HDR will begin working with each participant to agree upon how the service levels will be measured. Performance can be difficult to measure, especially where the benefits are intangible. The objective will be a sensible mix of credible output and outcome measures; this mix has been found to generate the best results. It also has been found that staff will lose confidence in the SLA if the measures are not credible.

In Task 5, HDR will work with the DES to accomplish the following activity:

1. Identify credible performance indicators that establish how each of the identified service levels will be measured

#### **Task 5 Deliverables**

- ▶ Performance Indicators Memorandum identifying and describing credible performance indicators that will be used to establish how each of the identified service levels will be measured

#### **Task 6 – Confirm Mutual Issues**

An effective SLA acknowledges that internal agencies and support service providers have responsibilities and obligations to each other. For the SLA to be effective, it is critically important to address these points in the negotiation process, and acknowledge them in the final SLA document.

In Task 6, HDR will work with the DES to accomplish the following activities:

1. Identify mutual issues and assumptions pertaining to the fulfillment of specified service levels in the SLA
2. Develop a mechanism for altering the SLA using a mutually agreeable process for resolving disputes if they should occur

#### **Task 6 Deliverables**

- ▶ Mutual Issues Memorandum identifying mutual issues and assumptions pertaining to the fulfillment of specified service levels in the SLA as well as the identification of a mechanism for altering the SLA using a mutually agreeable process for resolving disputes if they occur

#### **Task – 7 Determine Costs and Terms of Payment**

Certain services are required for the benefit of the entire county, regardless of whether they are used by individual units or not. Support service providers typically bill these costs in a block amount. When support service providers operate from an aggregate budget, it is sometimes difficult to determine the exact cost of the individual services that are provided. Breaking down aggregated costs by activity does take time and effort, but it is a worthwhile investment, as this will provide the platform for identifying savings.

In Task 7, HDR will work with the DES to accomplish the following activities:

1. Identify and select the support service
2. Identify activities and sub-activities
3. Identify the costs components for each activity and sub-activity
4. Incorporate indirect costs
5. Identify cost drivers (i.e. person-hours, usage rates, etc.)
6. Compare service costs with established industry benchmarks for comparable services

## **Task 7 Deliverables**

- ▶ Determination of Cost Memorandum identifying the support services provided, all activities and sub-activities associated in the fulfillment of the support services provided, cost components for each activity and sub-activity as well as cost drivers

## **Task 8 – Development of the Draft SLA, Content, and Style**

Based on all of the analysis accomplished in previous tasks, HDR will work with the DES to develop the most appropriate document framework. That being said, HDR feels that there are key areas of content that must be incorporated in the SLA framework so that it is meaningful and effective:

### **I. Parties to and period of the agreement**

This section is usually found on the first page and includes the units or organizations that are parties to the agreement, the names and signatures of the representatives of those organizations, and the period covered by the agreement.

### **II. Agreement objectives**

A general statement of the key goals of the SLA is defined in this section.

### **III. Description of services**

This section broadly describes the services included in the SLA, with specific detail relating to each service contained in the service schedules.

### **IV. Communications, reporting, and review**

Most SLA's describe arrangements for general communication between the service receiver and support service provider.

### **V. Mutual obligations**

This section is useful for expressing the general obligations of both parties. An example would be the roles and responsibilities for both the service provider and service receiver.

### **VI. Billing and payment**

It is important to include a section on the method of billing and payment, including an agreed frequency. Including the schedule of fees that cover the services to be provided will ensure that the service receiver is clear about the basis of the bills they will receive.

### **VII. Variations**

An effective SLA includes a process for agreeing on variations. Usually, this requires both parties' acceptance and a specific period of notice.

## **VIII. Exclusions**

Sometimes, it is important to describe what is excluded (i.e. additional equipment, after-hours support, etc.) as to describe what is part of the agreement.

## **IX. Dispute resolutions**

It is important to include a mechanism for resolving disputes. This is a general guideline for making a decision when the two parties cannot agree. In more complex support services, a detailed escalation procedure may be necessary.

## **X. Termination conditions**

To avoid protracted negotiations when a SLA is terminated, it is a good idea to include details of how to compensate either party for its initial investment. Any penalty for early withdraw should be covered here as well.

## **XI. Service Schedule**

This section describes each service provided to the service receiver by the support service provider, the agreed service level or standard, and how achievement of the standards will be measured. It is quite common for the service schedule to be in table format.

## **XII. Glossary**

A good SLA will include a section that provides precise definitions of key terms.

### **Task 8 Deliverables**

- ▶ DES Standard SLA Outline

### **Task 9 – Establishing a Review Process & Development of the Final SLA**

At this stage, it will be important to define how the SLA will be monitored and what mechanisms will be used to resolved disputes. Once this is accomplished and agreed upon, HDR will work with the DES to accomplish the following activities:

1. Establish an effective review process and methodology for confirming service level provision as specified in the ratified SLA
2. Develop the final SLA
3. Obtain signatures from the service receiver representative and the support service provider representative
4. Present signed SLA to appropriate oversight body for ratification

## **Task 9 Deliverables**

- ▶ SLA Review Process Memorandum
- ▶ Final Draft SLA for two selected services

## **Task 10 – Develop an SLA Implementation Training Tool**

HDR will develop a SLA training tool to provide DES managers with process instructions and guidelines to effectively monitor and manage an implemented SLA. This tool is not intended to be a comprehensive review of the SLA process. Rather, it is intended to provide process guidance pertaining to the on-going management and monitoring roles and responsibilities for both the service provider and service receiver of an implemented SLA.

In Task 10 HDR will work with the DES to develop a SLA implementation training tool that includes the following activities:

1. Define roles and responsibilities for service receivers and service providers administering a ratified SLA
2. Develop guidelines for monitoring SLA performance
3. Establish an agreed upon performance monitoring schedule for the life of the ratified SLA
4. Develop conflict dispute resolution processes to employ when the service provider does not meet the service receiver's acceptable level of satisfaction in regard to performance

## **Task 10 Deliverables**

Final SLA Implementation Training Tool

### **4.0 Key Personnel Involved & hourly rate**

HDR Personnel / Direct Salary Rate / Total Hourly Rate (2003 rates)

Deborah Chase / \$45.00 / \$133.00 (1)

Bryan Pennington / \$33.60 / \$99.63 (1)

Ron Owes / \$ 62.50 / \$185.33 (1)

Bobbie McCoy / \$26.00 / \$77.10 (2)

Administrative Assistance / \$19.76 / \$58.59 (2)

(1) From Attachment A of the contract

(2) Total Hourly Rate calculated using 164.75% overhead and 12% profit, per Attachment A of the contract.

(The Administrative Assistance category may include the Records Manager, Marketing Coordinator, or any other assistance needed during the project. The salary rate used is the top end of the range to ensure the estimate was adequate. The actual direct salary rate will be that of the specific individual(s) assisting on the project.)

### **5.0 Estimated Number of Hours and Cost**

Estimated hours = 240

Estimated cost = \$28,000

6.0 Work Order Amount not to exceed: \$28,000

7.0 Work Order Payment schedule: Consultant shall submit its invoice and such other documents/deliverables as are required pursuant to a specific work order within thirty (30) calendar days of completion of the task(s).

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the 24<sup>th</sup> day of July, 2003.

AGREED TO:

King County

By Caroline Whalen

Title Deputy CAO

HDR Engineering, Inc.

By [Signature]

Title SVP



THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
5780 SOUTH CAMPUS DRIVE  
CHICAGO, ILLINOIS 60637

RECEIVED  
JAN 15 1964

FROM: [Illegible]  
TO: [Illegible]  
SUBJECT: [Illegible]



## RIGHT-OF-WAY FRANCHISES FOR UTILITIES

### Chapter 6.27 RIGHT-OF-WAY FRANCHISES FOR UTILITIES

#### Sections:

- 6.27.010 Purpose.
- 6.27.020 Franchises required.
- 6.27.030 Application - Generally.
- 6.27.050 Application - Review - Hearing.
- 6.27.054 Franchise application and advertising fees.
- 6.27.060 Criteria for approval.
- 6.27.065 Franchises amended - violation - revocation.
- 6.27.070 Severability.

**6.27.010 Purpose.** The purpose of this chapter is to regulate the granting of county right-of-way franchises for public and private utilities to insure consistency of such franchises with the applicable district comprehensive plan, the county comprehensive plan, sound engineering and design standards, health and sanitation regulations and county standards for water mains and fire hydrants and to protect against damage to the county rights-of-way or threats to the public health, safety and welfare that may result from the presence of such utilities in such rights-of-way. (Ord. 11278 § 2, 1994: Ord. 1710 § 1, 1973).

**6.27.020 Franchises required.** Persons or private or municipal corporations are required, in accordance with RCW 36.55.010, to obtain a right-of-way franchise approved by the King County council in order to use the right-of-way of county roads for the construction and maintenance of waterworks, gas pipes, telephone, telegraph and electric lines, sewers, cable TV and petroleum products and any other such public and private utilities. This requirement may be waived for the purpose of issuing emergency right-of-way construction permits as provided in K.C.C. 14.44.055. (Ord. 11790 § 2, 1995: Ord. 1710 § 2, 1973).

**6.27.030 Application - Generally.** Applications for right-of-way franchises shall be submitted, in a form approved by the property and purchasing division, to the clerk of the King County council. (Ord. 1710 § 3, 1973).

#### **6.27.050 Application - Review - Hearing.**

A. Each application for a right-of-way franchise shall be reviewed by the following agencies prior to submission to the King County council for hearing and decision:

1. King County department of executive services; and
2. King County department of transportation.

B. In addition, each application for a right-of-way franchise by sewer and water districts and water distributors shall be submitted to the utilities technical review committee. Approval by that committee is required prior to any submission of the application to the council for approval. Approval shall be forthcoming if all criteria outlined in K.C.C. 6.27.060 are met.

C. In accordance with RCW 36.55.040, the council shall set a time and a place for a public hearing on each franchise application which has been reviewed in accordance with subsections A and B of this section. The county shall post notice of such hearing in three public places fifteen days before the hearing and publish notice twice in some daily newspaper in the county not less than five days before the hearing. (Ord. 14199 § 116, 2001: Ord. 1710 § 5, 1973).



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[Editor's Note: Ord. 10553, 1992 renamed and transferred the powers, duties and functions to the property services division. Also see Ord. 2012 and Ord. 6066.]

**6.27.054 Franchise application and advertising fees.** A. Effective January 1, 2002, a party requesting a new franchise, amended franchise, renewal, extension of an existing franchise or transfer shall pay a franchise application fee of one thousand four hundred dollars as reimbursement to King County for the administrative costs and expenses incurred in the processing of the franchise application. The franchise application fee is payable at the time the application is filed with the clerk of the council. In addition, each applicant shall pay the full advertising costs associated with the application. Franchise application and advertising fees are not refundable, even if the application is disapproved.

B. All franchise application payments received shall be credited to the county current expense fund.

C. This section shall not apply to franchise applications, renewal, amendments or transfers made under the county's cable television regulations, K.C.C. chapter 6.27A. (Ord. 14264 § 2, 2001; Ord. 13327 § 6, 1998; Ord. 10171 § 1, 1991).

**6.27.060 Criteria for approval.** A. All franchises granted for county rights-of-way shall be consistent with the following criteria:

1. A previously approved comprehensive plan for the applicant; if required to have such a plan by K.C.C. 13.24.010;
2. The county comprehensive plan;
3. The standards of good practice regarding accommodation of utilities on county road right-of-way as stated in the King County Road Standards, pursuant to Washington Administrative Code, Chapter 136-40.

B. In addition, all franchises granted for water and sewer utilities shall be consistent with the following criteria:

1. Health and sanitation regulations of the Seattle-King County health department and the state;
2. County standards for water mains and fire hydrants;
3. The grantee of the franchise shall, at no expense to the county, repair all existing facilities that it owns within county road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if such repair is required by the county for any reasonable purpose;
4. The grantee of the franchise shall, at no expense to the county, adjust, remove or relocate existing facilities with county road rights-of-way, including all appurtenant facilities and service lines connecting its system to users, if the county determines such adjustment, removal or relocation is reasonably necessary to allow for an improvement or alteration planned by the county in such road right-of-way. The county shall give the grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the county's capital improvement program, including such available information as is reasonably necessary for the grantee to plan for such adjustment, removal or relocation;

5. For projects that are a part of the county's capital improvement program, in addition to any other notice given to the grantee of the franchise, the county

shall provide a vertical and horizontal profile of the roadway and drainage facilities within it, both existing and as proposed by the county, and the proposed construction schedule; notwithstanding any permit conditions that may later be applied to the county project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than 30 days by providing to the county the best available information as to the location of all of the grantee's facilities, including all appurtenant facilities and service lines connecting its system to users and all facilities that it has abandoned, within the area proposed for the public works project. The county shall offer the grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the grantee's facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The county shall have sole authority to choose the contractor to perform such work. The grantee and the county may negotiate an agreement for the grantee to pay the county for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the grantee's allocation of contractor costs, the grantee shall reimburse the county for costs, such as for inspections or soils testing, related to the grantee's work and reasonably incurred by the county in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of county professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the county on other similar projects, including joint projects with other county agencies.

6. The grantee of the franchise shall, at no expense to the county, assume the following obligations with respect to facilities connected to its system that are within county road rights-of-way and which it does not own, including appurtenant facilities and service lines connecting its system to users:

a. The grantee shall apply for, upon request and on behalf of the owner of the facilities, a county right-of-way construction permit for any repairs required for such facilities; provided such owner agrees to reimburse the grantee for all costs incurred by the grantee and any other reasonable conditions the grantee requires as a precondition to applying for the permit. All work to be performed in the county right-of-way shall comply with all conditions of the county permit and all applicable county requirements. The grantee may at its option perform any part of the repair with its own forces or require the owner to employ a contractor for that purpose, provided such contractor is approved by the county;

b. In the event that the county determines emergency repair of such facilities is necessary to halt or prevent significant damage to county road rights-of-way or significant threats to the health, safety or welfare of parties other than the owner or the occupants of the building served by such facilities, the grantee shall take prompt remedial action to correct the emergency to the county's approval, which the county shall not unreasonably withhold;

c. When the county or its contractor provides notice to the grantee, pursuant to chapter 19.122 RCW, of its intent to excavate with county road rights-of-way, the grantee shall provide to the county or its contractor the best information available from the grantee's records or, where reasonable, from the use of locating equipment as to the location of such facilities, including surface markings where these would reasonably be of use in the excavation. If the grantee fails to make good faith efforts to provide the above information within the deadlines provided by chapter 19.122 RCW, the grantee shall hold the county harmless for all reasonable costs that result from damage to such facilities if such damage occurs as a result

of the failure to provide such information. Nothing in this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the county or the grantee toward any third party, nor is anything in this subsection intended or to be construed to alter the rights and responsibilities of the parties under chapter 19.122 RCW, as amended. (Ord. 13625 § 1, 1999; Ord. 11278 § 3, 1994; Ord. 1710 § 6, 1973).

**6.27.065 Franchises amended - violation - revocation.** The county executive is hereby directed to notify all grantees of water and sewer franchises, consistent with the requirement for notice in their franchise agreements, that their agreements have been amended to include the language in Section 6.27.060 B.3, 4, 5 and 6, which shall take precedence over any existing language in their agreements. If the grantee, its successors or assigns shall violate or fail to comply with these amendments after they become effective, King County may notify the grantee of the county's intent to revoke the franchise. The county shall schedule a public hearing within 45 days of such notification. The decision to revoke shall become effective 90 days following the public hearing if the county finds the revocation to be in the public interest. (Ord. 11278 § 4, 1994).

**6.27.070 Severability.** If any provision of this chapter or its application to any person or circumstance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this chapter. (Ord. 1710 § 8, 1973).

**Chapter 6.27A**  
**CABLE COMMUNICATIONS**

**Sections:**

- 6.27A.010 Definitions.
- 6.27A.020 Grant of authority.
- 6.27A.030 Franchises and franchise agreements.
- 6.27A.035 Specific acts prohibited.
- 6.27A.040 Interpretation of franchise terms.
- 6.27A.050 Applications for franchise, renewal, modification or transfer.
- 6.27A.060 Franchise renewal.
- 6.27A.070 Notices.
- 6.27A.080 Insurance requirements.
- 6.27A.090 Liability and indemnification.
- 6.27A.100 Security fund or letter of credit.
- 6.27A.110 Liquidated damages.
- 6.27A.120 Non-discrimination.
- 6.27A.130 Privacy.
- 6.27A.140 Rates.
- 6.27A.150 Customer service standards.
- 6.27A.160 Technical standards.
- 6.27A.170 Minimum facilities and services.
- 6.27A.180 Local origination.
- 6.27A.190 Reports and records.
- 6.27A.200 Performance evaluation.
- 6.27A.210 Revocation, expiration or abandonment.
- 6.27A.220 Continuity of service mandatory.
- 6.27A.230 Enforcement remedies.
- 6.27A.240 Notice and order procedure.
- 6.27A.250 Municipal cable system ownership authorized.
- 6.27A.260 Administration.
- 6.27A.270 Applicability to current franchise agreements.
- 6.27A.280 Severability.

*Public, educational and government access (CTV) television channels:  
K.C.C. chapter 2.59*

**6.27A.010 Definitions.** For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined herein shall be given the meaning set forth in the Cable Act. Words not defined in this chapter or the Cable Act shall be given their common and ordinary meaning.

A. Abandonment means failure by the franchisee to operate the entire cable system for ten (10) consecutive days without just cause. Just cause shall include circumstances beyond the franchisee's control, such as natural disasters and material breakdown of the system that is not the result of the franchisee's fault or negligence.

B. Access channel means any channel or bandwidth on a cable system set aside for public, educational and/or governmental use.

C. Basic cable service means any service tiers which include the retransmission of local television broadcast signals.

D. Bulk rate means a rate charged to an owner of a structure or parcel of land containing multiple dwelling units in return for the provision of cable service to those units.

E. Cable Act means the Cable Communications Policy Act of 1984, codified at 47 U.S.C. Sec.s 521 *et seq.*, and as hereafter may be amended.

F. Cable manager means the manager of the information and telecommunications services division.

G. Cable office means the King County information and telecommunications services division.

H. Cable rules means rules promulgated by the King County information and telecommunications services division for the purpose of administering the terms and requirements of this chapter.

I. Cable service means the transmission of video or other service over a cable system to subscribers together with any subscriber interaction provided in connection with such service.

J. Cable system means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service that includes video programming and that is provided to subscribers within King County. A cable system does not include:

1. a facility that serves only to retransmit the television signals of one or more television broadcast stations;

2. a facility that serves only subscribers in one or more multiple unit dwellings under common ownership, control, or management, unless such facility uses any public right-of-way;

3. a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, codified at 47 U.S.C. Sec 201 *et seq.*, except that such facility will be considered a cable system to the extent it is used in the transmission of video programming directly to subscribers; or

4. any facilities of any electric utility used solely for operating its electric utility systems.

K. Channel means a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).

L. Commercial rate means a rate charged to a business in return for the provision of cable service to that business.

M. Council means the King County council.

N. County means the King County government or its officers, employees or authorized agents while acting within the scope of their official duties.

O. Disabled subscriber means a subscriber with a physical or mental impairment that substantially limits one or more of the major life activities of such individual.

P. Senior Citizen subscriber means a subscriber sixty-five years of age or over.

Q. Equitable price means the price that a willing buyer would pay to a willing seller for a going concern, less any value attributed to the franchise itself, less the amount of harm to the community, and less any expenses incurred by the county as result of the actions giving rise to the revocation.

R. Executive means the King County executive, as established by Article 3 of the King County Charter, or his designee.

S. Fair market price means the price that a willing buyer would pay to a willing seller for a going concern, less any value attributed to the franchise itself.

T. FCC means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

U. Franchise means the right granted by the county to a franchisee to construct, reconstruct, repair, maintain and operate a cable system over, on, along, or under any public rights-of-way within all or specified areas within unincorporated areas of the county. The term does not include any license or permit required by other laws, ordinances or rules of the county for the privilege of transacting and carrying on a business within the county, or for construction, reconstruction, repair or maintenance on, over or under or use of any public rights-of-way.

V. Franchise agreement means a document entered into between the county and a franchisee that sets forth the terms and conditions under which the franchise will be exercised.

W. Franchisee means any person granted a franchise pursuant to this chapter who has entered into a franchise agreement with King County.

X. Gross revenues means the annual gross revenue of the franchisee from all sources in the operation of the cable communications system, excluding any bad debt, sales tax, excise tax, or other taxes collected for direct pass-through to local, state or federal government.

Y. Installation means the connection and/or activation of the system from feeder cable to subscriber terminals.

Z. Institutional network means a voice, data and/or video communications system, whether physically integrated with a cable system or not, that is constructed, operated or maintained by a franchisee, whose transmissions are principally available to persons other than cable television subscribers.

AA. Interconnect means the sharing of video, audio and/or data transmissions between two or more cable systems, institutional networks and/or users.

BB. Minority persons means African-Americans, Hispanics, Mexican-Americans, Asian-Americans, Pacific Islanders, American Indians and Alaska Natives.

CC. Person means any individual, corporation, partnership, limited partnership, association, joint venture, organization, or any other legal entity of any kind, and any lawful trustee, successor, assignee, transferee or personal representative thereof.

DD. Public rights-of-way means the surface of and the space along, above and below any street, road, highway, freeway, lane, sidewalk, alley, court, boulevard, parkway, drive, utility easement and road right-of-way now or hereafter held or administered by the county.

EE. State means the State of Washington

FF. Subscriber means any person who legally receives cable service delivered over the cable system.

GG. Transfer means any transaction in which:

1. an ownership or other interest in a franchisee is transferred from one person to another person so that control of the franchisee is transferred, or

2. the rights held by the franchisee under a franchise agreement are transferred or assigned, in whole or in part, to another person.

Provided, the transfer of ownership or other interest in a franchisee between members of the same immediate family shall not be a transfer for the purpose of

this chapter so long as the county is notified of the fact of the transfer of ownership or other interest no later than fourteen (14) days prior to the transfer of ownership or other interest, except where the transfer of ownership or other interest occurs due to death or disability, in which case the county shall be notified within fourteen (14) days after the transfer of ownership or other interest. The franchisee shall insure that its insurance coverage and all other commitments continue in force without interruption and provide evidence of the same to the county.

For the purposes of this provision, a transfer shall be deemed to be between members of the same family if the transferee is the spouse, parent, sibling, adopted or natural child or other lineal descendant of the transferor, or if the transferee is a trust established for the benefit of such a person or for the benefit of the transferor. If the ownership or other interest in the franchisee is held by the trustee of a trust, then a transfer shall be deemed to be between members of the same family if the transferee is the spouse, parent, sibling, adopted or natural child or other lineal descendant of any other beneficiary of the trust, or any trust created for the benefit of such a person.

Provided further that, the transfer of ownership or other interest in a franchisee in connection with an internal reorganization or internal merger to a direct or indirect parent, subsidiary or affiliated entity under common control with the franchisee shall not be a transfer for the purpose of this chapter so long as:

1. the county is notified of the proposed transfer no later than thirty (30) days prior to the transfer of ownership or other interest;
2. the transferee shall insure that insurance coverage and all other commitments under the franchise agreement continue in force and without interruption and provide evidence to the same of the county no later than thirty (30) days prior to the proposed transfer; and
3. there is no increased risk of liability to the county or nonperformance of the terms of the franchise agreement.

HH. Two-way capability means the capacity for two-way transmission, over the cable system.

II. "Video programming vendor" means a person engaged in the production, creation, or wholesale distribution of video programming for sale. (Ord. 14199 § 117, 2001; Ord. 10731 § 1, 1993; Ord. 10159 § 3, 1991).

#### **6.27A.020 Grant of authority. Franchise and permits required.**

A. A franchise authorizes the use of the county's public rights-of-way and compatible utility easements, as defined in the Cable Act, to construct, reconstruct, repair and maintain a cable system and/or institutional network.

B. No person shall construct or operate a cable system in the county without a franchise granted by the county and a franchise agreement executed with the county.

C. A franchisee must obtain any permits and pay any permit fees required by the county for use of the public rights-of-way. Such permits shall be obtained by and issued to a franchisee prior to any construction, reconstruction, repair or maintenance activity on any public rights-of-way.

D. A franchisee, in consideration of its use of the public rights-of-way, must pay to the county quarterly a franchise fee equal to five percent of the franchisee's gross revenues.

E. A franchisee is at all times subject to and must comply with all generally applicable federal, state and local laws, ordinances, codes, rules, regulations and orders. A franchisee shall at all times be subject to the exercise of the police power of the county. (10159 § 4, 1991)

**6.27A.030 Franchises and franchise agreements.**

A. The county may grant one or more franchises to serve all or a specified portion of unincorporated areas of the county. Any new franchise, renewal, transfer or modification shall be granted by ordinance and shall be for a term not to exceed fifteen years from the date the franchise is fully executed.

B. Any franchise granted shall be nonexclusive, and does not expressly or implicitly preclude the issuance of other franchises, or affect the county's right to use or authorize the use of its public rights-of-way to other persons as it determines appropriate.

C. In evaluating an application for a new franchise or a transfer of a franchise, the county may consider, among other things, the following factors: the applicant's technical, financial, and legal qualifications to construct and operate the proposed system; the nature of the proposed facilities, equipment, and services; the applicant's record and experience in constructing and operating cable systems and providing cable service in other communities, if any; the capability of the county's public rights-of-way to accommodate the proposed system; the potential disruption to existing users of the county's public rights-of-way and the resulting inconvenience to the public caused by the construction or operation of the proposed system; and whether the proposal will meet reasonably anticipated community cable-related needs and interests and serve the public interest.

D. The terms, conditions and provisions of a fully executed franchise agreement, together with all applicable laws, ordinances, codes, rules, regulations and orders, enacted now or in the future, shall define the rights and obligations of the franchisee and the county relating to the franchise.

E. The county may modify franchises consistent with its police powers as follows:

1. at the time of renewal, transfer, or other disposition;
2. when the franchisee's service area is altered, provided the franchisee is given thirty (30) days written notice of the proposed modification and is provided an opportunity to present arguments against the modification, or alternatives in lieu of it;
3. upon giving thirty days written notice to the franchisee of the proposed modification, provided the franchisee is given an opportunity to present arguments against the modification or alternative in lieu of it;
4. upon request of the franchisee under the circumstances provided in the Cable Act; or
5. when the franchise and/or franchise agreement is inconsistent with governing laws or statutes.

F. Except as expressly provided to the contrary, all costs incurred by an applicant or franchisee in complying with this chapter, the cable rules, a franchise, applicable law, or any action thereunder shall be the sole responsibility of the applicant or franchisee and shall not be charged to the county.

G. The notice requirements contained in RCW 36.55.040 shall apply to this section. (Ord. 10159 § 5, 1991)

**6.27A.035 Specific acts prohibited.** No cable operator or holder of a franchise to provide cable services or other multichannel video programming distributor providing or intending to provide services in King County shall:

A. Engage in unfair methods of competition or unfair or deceptive acts or practices.

B. Monopolize or attempt to monopolize or combine or conspire with any other person or persons to monopolize any part of the production, control or sale of cable services, video programming or equipment.



C. Lease or make a sale or contract for the sale of goods or services used in the provision of multichannel video programming in King County when the purpose or effect of such lease, sale, or contract may be to:

1. substantially lessen competition, or
2. tend to create a monopoly; or

3. hinder significantly or prevent any multichannel video programming distributor from providing video programming to subscribers or consumers when the purpose or effect is to substantially lessen competition or to tend to create a monopoly.

D. Require a financial interest in a program service as a condition of carriage on one or more of its systems when the purpose or effect is to substantially lessen competition or to tend to create a monopoly.

E. Coerce a video programming vendor to provide, or retaliate against such a vendor for failing to provide, exclusive rights against other multichannel video programming distributors as a condition of carriage on a system when the purpose or effect is to substantially lessen competition or to tend to create a monopoly.

F. Engage in conduct the effect of which is to unreasonably restrain the ability of a video programming vendor to compete fairly by discriminating in video programming distribution on the basis of affiliation or nonaffiliation of vendors in the selection, terms, or conditions for carriage of video programming provided by such vendors when the purpose or effect is to substantially lessen competition or to tend to create a monopoly. (Ord 10731 § 2, 1993).

**6.27A.040 Interpretation of franchise terms.** All franchise agreements shall include the following provision: The provisions of the cable ordinance and the cable rules shall apply to the franchise agreement as if fully set forth in the franchise agreement, and the express terms of this chapter and the cable rules will prevail over conflicting or inconsistent provisions in the franchise agreement unless the franchise agreement expresses an explicit intent to waive a requirement of this chapter and/or the cable rules. (Ord. 10159 § 6, 1991).

**6.27A.050 Applications for franchise, renewal, modification or transfer.**

A. All applications for the following must be filed in writing with the clerk of the county council:

1. grant of a new franchise;
2. renewal of a franchise under the franchise renewal procedures set forth in the Cable Act and this chapter;
3. modification of a franchise agreement; or
4. transfer of a franchise.

B. An applicant shall demonstrate in its application compliance with all requirements of this chapter, the cable rules, and applicable federal, state and local law.

C. An application for a new franchise or renewal of an existing franchise must contain, at a minimum, the following:

1. information regarding the characteristics and location of the proposed system;
2. the applicant's technical and financial ability to construct and operate the proposed system;
3. a proposal for the provision of public, educational and/or governmental ("PEG") access channels, and equipment and facilities relating to such channels sufficient to meet community needs and interest; and
4. a proposal to meet future cable-related community needs and interests.

D. If the county issues a request for franchising proposals or a request for refranchising proposals, an application must comply with the requirements of such request.

E. An application for approval of a transfer of a franchise must contain, at minimum, information regarding the applicant's technical and financial ability to construct and operate the system and a statement that the proposed transferee will comply with the transferor's franchise agreement, this chapter, the cable rules and applicable law.

F. An application for a new franchise must be accompanied by a \$5,000 deposit to cover the costs incurred by the county to review and process the application. This deposit shall be made payable to the county and delivered to the clerk of the council. (Ord. 10159 § 7, 1991)

**6.27A.060 Franchise renewal.** A. Franchises may be renewed using either the formal process specified in the Cable Act and in subsection B of this section or the informal process specified in subsection C of this section.

B. The following procedure shall be used for all formal renewals effected under the Cable Act:

1. During the six-month period which begins with the thirty-sixth month prior to the expiration of a franchise, the county may on its own initiative, and shall at the request of the franchisee, commence proceedings which afford the public in the franchise area appropriate notice and participation to identify the future cable-related community needs and interests and to review the franchisee's performance under the franchise.

2. Upon completion of the proceeding, the franchisee may, on its own initiative or at the request of the county, submit a proposal for renewal. All such proposals must meet the requirements of this chapter. If the county requests a renewal proposal, it shall establish a date when the renewal proposal shall be due, which shall not be less than thirty (30) days after the request is made.

3. Upon submittal of a completed proposal for renewal by the due date, the county shall notify the public of the proposal and, during the four (4) month period which begins on the date of submission of the cable operator's proposal pursuant to subsection B.2., the county shall issue a preliminary assessment that the franchise should not be renewed or the county shall grant the renewal. The county's failure to make a preliminary assessment or to grant the renewal within the four (4) month period shall be deemed to be a preliminary assessment that the franchise should not be renewed and shall entitle the franchisee to the procedure set out in subparagraph 4.

4. Whenever a preliminary assessment is made that a franchisee should not be renewed, the county may on its own initiative, and shall at the request of the franchisee, commence an administrative proceeding by the King County hearing examiner pursuant to K.C.C. 20.24.080 A.19, after providing notice to the public and the franchisee, to consider whether:

a. the franchisee has substantially complied with the material terms of the existing franchise and with applicable law;

b. the quality of the franchisee's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix, quality, or level of cable services or other services provided over the system, has been reasonable in light of community needs;

c. the franchisee has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the franchisee's proposal; and

d. the franchisee's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

The franchisee and the cable office shall be afforded fair opportunity for full participation in the proceeding. At the completion of the proceeding, the county shall issue a written decision granting or denying the renewal based upon the record of such proceeding, and transmit a copy to the franchisee.

5. Any denial of a renewal shall be based on one or more adverse findings made with respect to the factors described in subparagraphs a. through d. of subsection B.4., pursuant to the record of proceeding under that subsection. The county may not base a denial of renewal on conditions listed in subparagraphs a. or b. of subsection B.4. unless the county has provided the franchisee with notice and the opportunity to cure, or in any case in which it is documented that the county has waived its right to object, or has effectively acquiesced.

6. Any franchisee whose renewal proposal has been denied by a final decision of the county made pursuant to subsection B. or has been adversely affected by a failure of the county to act in accordance with procedural requirements of subsection B. may appeal such final decision or failure pursuant to the provisions of the Cable Act.

C. Notwithstanding the provisions of subsection B., a franchisee may submit an informal renewal application pursuant to this subsection at any time. The following procedure shall be used for all informal renewal applications:

1. A franchisee may submit a renewal application meeting the requirements of this chapter. Submission of a renewal application in accordance with this subsection shall not invoke the formal application process contained in subsection B.

2. Upon submittal of a completed application, the county shall notify the public of the application and solicit public comments.

3. After receiving the public comments and completing any other review, the county shall either deny or grant the renewal. In determining whether to grant or deny the renewal, the county may consider whether:

a. the franchisee has the technical, legal, and financial ability to provide the services, facilities, and equipment as set forth in the franchisee's proposal;

b. the franchisee has substantially complied with the material terms of the existing franchise and with applicable law;

c. the quality of the franchisee's service, including signal quality, response to consumer complaints, billing practices, service mix, or service level, has been reasonable in light of community needs;

d. the franchisee's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interest; and

e. such other factors consistent with the intent of this chapter and the Cable Act.

4. The denial of a renewal pursuant to this subsection shall not affect action on a renewal application that is submitted in accordance with subsection B. (Ord. 11075 § 1, 1993; 10159 § 8, 1991).

**6.27A.070 Notices.** All notices from a franchisee to the county pursuant to this chapter and the cable rules shall be filed with the cable office. A franchisee shall maintain with the cable office, throughout the term of the franchise, an address for service of notices by mail. (Ord. 10159 § 9, 1991).

**6.27A.080 Insurance requirements.** A. For any franchise agreement entered into after the effective date of this chapter, a franchisee must carry commercial general liability, automobile liability and stop gap or employers liability coverage, each in minimum limits of not less than one million dollars (\$1,000,000.00), in an amount approved by the King County office of risk management. All policies must name King County as an additional named insured.

B. All policies shall be placed with insurers having a Bests' rating of no less than A:VIII or, if not rated by Bests, with surpluses equivalent to or greater than Bests' A:VIII rating. A franchisee shall send copies of certificates, endorsements or other adequate evidence of compliance with this section to the cable office prior to the county's execution of the franchise agreement. (Ord. 10159 § 10, 1991).

**6.27A.090 Liability and indemnification.** A. All franchise agreements shall contain the following provision: a franchisee shall have no recourse whatsoever against the county or its officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the franchise, franchise agreement, or this chapter because of the enforcement of the franchise, franchise agreement, or this chapter except if such loss, costs, expenses or damages are the result of the sole negligence or misconduct on the part of the county or its agents.

B. All franchise agreements shall contain the following provision: to the extent permitted by law, a franchisee shall, at its sole cost and expense, indemnify, hold harmless, and defend the county and its officers, boards, commissions, agents and employees, against any and all claims, including but not limited to third-party claims, suits, causes of action, proceedings and judgments for damages or equitable relief arising out of the construction, repair, maintenance or operation of its cable system, or in any way arising out of the franchisee's enjoyment or exercise of a franchise granted pursuant, or otherwise subject, to this chapter, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this chapter, the cable rules, or a franchise agreement. This provision includes, but is not limited to, expenses for reasonable legal fees and for disbursements and liabilities assumed by the county as follows:

1. To persons or property, in any way arising out of or through the acts or omissions of the franchisee, its officers, employees, or agents or to which the franchisee's negligence shall in any way contribute;

2. Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation; or the violation or infringement of any copyright, trademark, trade name, service mark or patent; or a failure by the franchisee to secure consents from the owners, or authorized distributors of programs to be delivered by the cable system; or of any other right of any person, excluding claims arising out of or relating to programming provided by the county;

3. Arising out of a franchisee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule, or regulation applicable to the franchisee with respect to any aspect of its cable television business to which this chapter, the cable rules, and/or franchise agreement apply.

C. The county shall give the franchisee timely written notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this chapter. In the event any such claim arises, the county or any other indemnified party shall tender the defense thereof to the franchisee and the franchisee shall have the right to defend, settle, or compromise any claims arising hereunder and the county shall cooperate fully therein. (Ord. 10159 § 11, 1991).

**6.27A.100 Security fund or letter of credit.** An applicant for a grant of a franchise or franchise renewal or transfer must provide the cable office, for deposit with the King County office of financial management, in an amount determined by the cable office, but not less than twenty-five thousand dollars (\$25,000) either a cash security deposit or an irrevocable letter of credit from a financial institution in a form satisfactory to the manager and the King County office of financial management prior to the county's execution of the franchise agreement. The amount of the deposit shall be based on the scope of the applicant's existing and proposed cable operations in the county, the applicant's technical and financial qualifications, and the applicant's history of compliance with its franchise agreements in the county and elsewhere. A security deposit or letter of credit may also be required or the amount of the security deposit or letter of credit may be raised as a condition of a modification. The security deposit or letter of credit shall be used to ensure the faithful performance of the franchise agreement; compliance with this chapter, the cable rules, applicable federal, state, and local law, all orders and permits; and the payment of any claims, liens, fees, or taxes due the county that arise by reason of the construction, operation, repair or maintenance of the cable system. The county may withdraw funds from the security deposit or make demand for payment upon the letter of credit for the monetary amount of any remedy imposed pursuant to this chapter. (Ord. 10159 § 12, 1991).

**6.27A.110 Liquidated damages.** All franchise agreements entered into after the effective date of this chapter may provide for liquidated damages to compensate the county for harm caused by violation of this chapter, the cable rules, a franchise agreement, or any applicable law in an amount which is a reasonable forecast of just compensation for the harm caused by the violation. (Ord. 10159 § 13, 1991).

**6.27A.120 Non-discrimination.** A. A franchisee and/or applicant for a franchise shall not deny cable service, or otherwise discriminate against any subscriber, access programmer, or resident on the basis of race, color, religion, national origin, physical or mental disability, age, political affiliation, marital status, sexual orientation, sex or income of the residents of the area in which the person resides. The franchisee shall comply at all times with all other applicable federal, state and local laws, rules, and regulations relating to nondiscrimination.

B. A franchisee shall not refuse to employ, nor discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of race, color, religion, national origin, physical disability, age, political affiliation, marital status, sexual orientation, sex or income.

C. A franchisee shall comply with all applicable federal, state and local equal employment opportunity requirements.

D. The franchisee shall establish, maintain, and execute an equal employment opportunity plan and a minority/women's business procurement program which shall be consistent with the intent of the county's affirmative action and minority/women's business procurement policies. Upon request, the franchisee shall file with the cable office a copy of their equal employment opportunity report submitted annually to the FCC and shall file with King County office of civil rights and compliance an annual compliance report detailing its progress with its minority/women's business procurement program during the previous year. The franchisee must also provide the cable office, upon request, copies of all other reports and information filed with federal, state, or local agencies concerning equal employment opportunity or employment discrimination laws.

This subsection shall apply only to franchise agreements entered into after the effective date of this chapter.

PROVIDED THAT;

No provision of this section shall invalidate any other section of this chapter. (Ord. 10159 § 14, 1991).

**6.27A.130 Privacy.** A franchisee must protect the privacy of all subscribers pursuant to the Cable Act. A franchisee may not condition subscriber service on the subscriber's grant of permission to disclose information which, pursuant to federal law, cannot be disclosed. (Ord. 10159 § 15, 1991).

**6.27A.140 Rates.** A. A franchisee must charge uniform prices throughout the geographic area in which cable service is provided over its cable system, except that different rates may be offered to commercial rate subscribers, and provided further that reduced rates may be offered to:

1. new subscribers,
  2. subscribers adding a service that they have not previously received,
- or
3. disabled, senior citizen, low income or bulk rate subscribers.

To the extent provided by federal law, a franchisee may change its rates and charges only if it has given a minimum of thirty (30) calendar days prior written notice to subscribers and the cable office.

B. The county may regulate rates except to the extent it is prohibited from doing so by state or federal law. Any regulated rate shall be adopted by ordinance and shall be processed in accordance with the provisions of K.C.C. 20.24.070. The cable office shall promptly notify the hearing examiner of any proposed rate changes. The director of the department of executive services is authorized to issue an order to toll the effective date of proposed rates in accordance with the provisions of the FCC rules and to take any other action necessary to implement rate regulation. The director of the department of executive services shall adopt rules governing the regulation of rates that:

1. are consistent with the FCC's regulations,
2. provide a reasonable opportunity for consideration of the views of interested parties, and
3. establish procedures analogous to those set forth by the FCC governing requests that proprietary information produced in the course of a rate proceeding be treated as confidential, to the extent permitted by law. (Ord. 14199 § 118, 2001; Ord. 11075 § 2, 1993; Ord. 10159 § 16, 1991).

**6.27A.150 Customer service standards.** A. Under normal operating conditions a franchisee shall comply with the customer service standards established under this chapter, the cable rules and its franchise. Such standards shall include, but need not be limited, to the following:

1. The franchisee shall have a local or toll-free telephone number. The franchisee shall have a location and procedure approved by the cable office to ensure that subscribers can conveniently make payments, exchange or accept equipment, receive responses to inquiries and schedule appointments during normal business and evening hours and at least one-half a business day during the weekend.

2. Under normal operating conditions, telephone answer time by the franchisee shall not exceed thirty (30) seconds, average speed of answer, and busy signals shall not occur more than three percent of the time. This requirement shall be met at least ninety (90) percent of the time, measured over any consecutive ninety (90) day period. The franchisee shall use an answering service

or be capable of receiving service complaints and system malfunction reports when the business office is closed.

3. Installation work shall be performed in a timely manner. The franchisee shall offer a choice of morning or afternoon appointments within a four (4) hour time period and may offer all day appointments for service, installation, or disconnection if it is necessary to enter the subscriber's residence. If the franchisee fails to keep two (2) or more consecutive scheduled appointments with a subscriber, and fails to give notice to the subscriber at least two (2) hours prior to the scheduled appointment time, the franchisee shall give a service credit to that subscriber.

4. A franchisee must have available twenty-four (24) hours a day, seven (7) days a week, personnel and equipment capable of locating and correcting major cable system outages. A major cable system outage is an outage which results in the loss of cable service to ten (10) or more subscribers on fifty (50) percent or more of the subscribers' channels or picture impairment visible to ten (10) or more subscribers on fifty (50) percent or more of the subscribers' channels. Major cable system outages must be corrected without delay. Corrective action for other cable system outages must be initiated by the franchisee not later than one (1) business day after the customer service call is received and must be completed as promptly as possible. Corrective action for all other service problems must be initiated by the franchisee not later than two (2) business days after the customer service call is received and must be completed as promptly as possible. A franchisee may intentionally interrupt service on the cable system only for good cause and for the shortest time possible. Upon request of a subscriber, the franchisee shall provide a rebate to subscribers, pro-rated, for any service problem cause by the franchisee that exceeds twenty-four (24) hours.

5. A franchisee shall provide each subscriber at the time cable service is installed, and upon request, with written subscriber information, which includes procedures for handling complaints and a schedule of service rates and charges as well as credits required by law.

6. All subscriber bills must clearly indicate charges, broken down to indicate the charge for each service, or group of services charged as a unit, equipment, and any other fees included on the bill.

7. A franchisee is prohibited from offering any service by a negative option.

8. A subscriber may voluntarily disconnect service at any time; however, voluntary disconnection does not excuse a subscriber from fulfilling its contract obligations. A franchisee may disconnect service to a subscriber for cause or if at least thirty (30) days have elapsed after the due date for payment of a bill and the franchisee has provided written notice that service will be disconnected if the bill is not paid in full by a specific date.

9. A franchisee may not refer, or cause to be entered, a negative report to any consumer credit reporting agency, association or business unless thirty (30) days have elapsed after sending notice to the customer at the last service address or billing address of record after disconnection has occurred.

B. The transmission of obscene programming is prohibited. The county expressly reserves the right to restrict or condition the provision of cable services that are otherwise constitutionally unprotected. (Ord. 10159 § 17, 1991).

**6.27A.160 Technical standards.** A franchisee shall comply with all applicable technical standards including, but not limited to, the National Electrical Safety Code, the National Electric Code, and standards established by the FCC,

the National Television Systems Committee and the county. (Ord. 10159-§ 18, 1991).

**6.27A.170 Minimum facilities and services.**

A. Consistent with the Cable Act every cable system constructed, reconstructed or upgraded after the effective date of this chapter:

1. shall have a two-way capability;
2. shall provide PEG access facilities, equipment, and/or channels; and
3. may be required to provide an institutional network.

B. The county may require, in the franchise agreement, a franchisee to interconnect its system with any or all of the other cable systems in areas of King County so as to enable each such system to carry and cablecast the public, educational and government access programming carried on each system and on institutional networks with channel capacity designated for educational and governmental use. Interconnection may be done by direct cable connection, microwave link, satellite or other appropriate method.

C. A franchisee must make cable service available for the standard installation charge to all persons within its franchise area who request cable service and agree to subscribe for a minimum period of one year if, using the most direct route, the distance the distribution line would be extended to provide service divided by the number of people requesting service is not more than three hundred (300) feet from the cable system, and the drop distance is not more than one hundred fifty (150) feet from the cable system. Cable service shall be provided to all persons who are not within these distances if the person agrees to pay the full cost to provide cable service beyond these distances.

D. The franchisee shall provide, at a minimum, the mix quality and level of services listed in the franchise agreement. Those services within the franchisee's control shall not be changed without thirty (30) days prior written notice to subscribers and the cable office in a manner approved by the cable office, which provides full and clear disclosure of the following:

1. the franchisee's proposed change;
2. the franchise agreement requires certain services; and
3. comments made by subscribers to King County will be considered in evaluating any proposed changes that requires county approval.

E. All franchisees shall provide for immediate access by King County in emergency situations and must have the ability to override programming with emergency programming provided by King County during these emergency situations. (Ord. 10159 § 19, 1991).

**6.27A.180 Local origination.** A franchisee may be required in the franchise agreement to produce up to two hours of local origination programming per day, seven days per week, for viewing between 4:00 p.m. and 10:00 p.m. It is the policy of the county to encourage local origination programming, including programming of interest and applicability to children, senior citizen, minority and disabled residents. This section shall not apply to franchises granted prior to the effective date of this chapter. (10159 § 20, 1991).

**6.27A.190 Reports and records.** A. The county and its representatives shall have the authority, upon reasonable notice, to inspect a franchisee's books, records, facilities, and any other items and to require a franchisee to keep, develop and produce books, records, reports, summaries, tests, lists and other items regarding the franchisee's operations in unincorporated King County that the county deems necessary to monitor a franchisee's compliance, its franchise, this



chapter, the cable rules, or applicable law. Such authority shall include, but not be limited to, the right to audit a franchisee's books and records and to inspect and test a franchisee's technical facilities.

B. A franchisee shall pay all of the county's costs associated with an audit, reaudit, inspection, reinspection, test or retest if it is determined that the franchisee has not materially complied with its franchise, this chapter, the cable rules, or applicable law. If the audit determines that the franchisee's franchise fee payment was less than the amount owed to the county, the franchisee shall pay to the county any deficiency plus interest on the deficiency equal to twelve percent per annum interest compounded daily from the date the franchise fee payment was due. (Ord. 10159 § 21, 1991).

**6.27A.200 Performance evaluation.** The cable office may conduct such periodic performance evaluations of a franchisee to ensure compliance with the franchise agreement and all applicable laws and may conduct community needs assessments. A franchisee shall cooperate fully with these evaluations and assessments. If the cable office implements a survey of cable subscribers in connection with a performance evaluation, the franchisee may be required to distribute the cable office's survey to its subscribers at the county's expense. (Ord. 10159 § 22, 1991).

**6.27A.210 Revocation, expiration or abandonment.**

A. The county executive may revoke the franchise and franchise agreement pursuant to the notice and order procedure contained in this chapter if:

1. a franchisee has committed a material breach of the franchise agreement; or
2. there has occurred an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the franchisee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding, unless within that one hundred twenty day period such assignment, receivership or trusteeship has been vacated; or
3. any part of the franchise or cable system is foreclosed or sold at a judicial sale.

B. Upon the expiration or revocation of a franchise and franchise agreement or abandonment of the cable system, the county may:

1. require the former franchisee to remove all portions of the cable system from all streets and public property within the franchise area that are above ground or are below ground and constitute a hazard to the health, welfare or safety of county residents and restore county property to the county's reasonable satisfaction. If the former franchisee fails to comply within the time specified, the county may remove any facilities and equipment, restore county property to the county's satisfaction, and recover any costs incurred from the franchisee or its assignees; or
2. require transfer to an owner acceptable to King County or acquire ownership of the cable system for an equitable price in the case of revocation, and at fair market value in the case of any other franchise termination. (Ord. 10159 § 23, 1991).

**6.27A.220 Continuity of service mandatory.**

A. Subscriber contracts shall give to subscribers the right to receive all available services from the franchisee as long as their financial and other obligations to the franchisee are satisfied.

B. The franchisee must ensure that all subscribers receive continuous, uninterrupted service. In the event of a revocation of the franchise, expiration which occurs without the franchisee having given notice pursuant to this section or abandonment of the cable system, the franchisee shall continue to operate the cable system for a period determined by the cable manager not to exceed eighteen (18) months from the date of such revocation or expiration, in order to provide for an orderly transition to another cable system operator without interruption of service. During such period the cable system must be operated under the same terms and conditions as required by this chapter, the cable rules, and the franchise agreement, except to the extent the county waives any franchise condition.

C. If the franchisee elects not to renew a franchise, the franchisee shall notify the county of its intent not less than twelve (12) months prior to the expiration date of franchise. Failure to provide this notification will subject the franchisee to the continuity of service provision in this section of this chapter. (Ord. 10159 § 24, 1991).

#### **6.27A.230 Enforcement remedies.**

A. The county may seek legal and/or equitable relief from any court of competent jurisdiction in the event a person violates this chapter, the cable rules, a franchise agreement, or applicable federal, state or local law. In addition, the county has the right to impose any one or combination of the following remedies: collect liquidated damages as provided for in the franchise agreement, assess civil penalties in an amount up to one hundred dollars per violation, require corrective action to remedy the violation, and/or revoke the franchise and franchise agreement. Each day a violation continues may be considered an additional violation. Any remedy or remedies set forth in this section may be:

1. recovered by legal action filed in King County superior court by the prosecuting attorney on behalf of King County; or

2. imposed by an administrative notice and order issued pursuant to this chapter by the director of the King County department of executive services, provided that only the county executive shall have the authority to revoke a franchise and franchise agreement.

B. In determining which remedy or remedies are appropriate, the county shall take into consideration the nature of the violation and the harm caused by it, the nature of the remedy required in order to remedy such harm and prevent further violations, and such other matters as the cable office determines are appropriate.

C. Failure of the county to enforce any requirements of this chapter, the cable rules, the franchise agreement or applicable law shall not constitute a waiver of the right to enforce that requirement, or subsequent violations of the requirement, or to seek appropriate enforcement remedies, nor shall it relieve a franchisee of the obligation to comply with any requirement.

D. A person's payment of liquidated damages or penalties or the county's imposition of any remedy shall not relieve the person of the obligation to comply with the requirements of this chapter, the cable rules, a franchise agreement, an order of the county or applicable law.

E. Any sum recovered by the county from the required security fund or letter of credit under the terms of this section shall not be a limitation upon the liability of the franchise to the county and shall not constitute an election of remedies.

F. In the event of any dispute between the franchisee and the county arising out of this chapter, the cable rules or the franchise agreement, the franchisee shall

pursue and exhaust all available administrative remedies pursuant to law prior to pursuing any appropriate legal action.

G. The revocation or forfeiture of any franchise shall not affect any of the county's rights under the franchise or under any provision of law.

H. No enforcement remedy shall be imposed except in accordance with due process of law. (Ord. 14199 § 119, 2001; Ord. 10159 § 25, 1991).

#### **6.27A.240 Notice and order procedure.**

A. Any remedy imposed by administrative notice and order shall be imposed following the procedure outlined in this section.

B. The notice and order shall contain:

1. a statement that the county has found the person to be in violation of this chapter, the cable rules, a franchise agreement or any applicable law, with a brief and concise description of the conditions found to be in violation;

2. a statement of any corrective action required to be taken. If the county has determined that corrective action is required, the order shall require that all corrective action commence within such time and be completed within such time as the county determines is reasonable under the circumstances;

3. a statement specifying the amount of the civil penalty assessed, if any, on account of the violation and, if applicable, the conditions on which assessment of such civil penalty is contingent;

4. a statement advising that the order shall become final unless, no later than ten days after the notice and order are served, any person aggrieved by the order requests in writing an appeal before the hearing examiner.

C. Service of the notice and order shall be made upon all persons identified in the notice and order either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested. If the address of any such person cannot reasonably be ascertained, a copy of the notice and order shall be mailed to such person at the address of the location of the violation. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this chapter. Service by certified mail shall be effective on the date of postmark.

D. Any person aggrieved by the order of the county may request in writing within ten days of the service of the notice and order an appeal hearing before the King County hearing examiner pursuant to K.C.C. 20.24.080 A.19. The request shall cite the notice and order appealed from and contain a brief statement of the reasons for seeking the appeal hearing.

1. The appeal hearing shall be conducted on the record and the hearing examiner shall have such rule-making and other powers necessary for conduct of the hearing as specified by K.C.C. 20.24.150. Such appeal hearing shall be conducted within a reasonable time after receipt of the request for appeal. Written notice of the time and place of the hearing shall be given at least ten days prior to the date of the hearing to each appealing party, to the cable manager, and to other interested person who have requested in writing that they be so notified. The county may submit a report and other evidence indicating the basis for the enforcement order. Each party shall have the following rights, among others:

a. to call and examine witnesses on any matter relevant to the issues of the hearing;

b. to introduce documentary and physical evidence;

c. to cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

d. to impeach any witness regardless of which party first called him to testify;

e. to rebut evidence against him;

f. to represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

2. Following review of the evidence submitted, the hearing examiner shall make written findings and conclusions, and shall affirm or modify the order previously issued if he finds that a violation has occurred. He shall reverse the order if he finds that no violation occurred. The written decision of the hearing examiner shall be mailed by certified mail, postage prepaid, return receipt requested to all the parties.

E. Any order duly issued by the county pursuant to the procedures contained in this chapter shall become final ten days after service of the notice and order unless a written request for hearing is received by the hearing examiner within the ten-day period. Enforcement of any notice and order of the county issued pursuant to this chapter shall be stayed during the pendency of any appeal under this chapter.

F. An order which is subjected to the appeal procedure shall become final twenty days after mailing of the hearing examiner's decision unless within that time period an aggrieved person initiates review by writ of certiorari in King County Superior Court. (Ord. 10159 § 26, 1991).

#### **6.27A.250 Municipal cable system ownership authorized.**

A. The county may construct, own, and/or operate a cable system.

B. Nothing in this chapter, the cable rules or a franchise agreement shall be interpreted to affect the right of the county to acquire the property of the franchisee, either by purchase or through the exercise of its right of eminent domain, for an equitable price in the case of revocation, and at fair market value in the case of any other form of franchise termination. Further, nothing in this chapter, the cable rules, or a franchise agreement shall be interpreted to contract away, modify, or abridge, whether for a term or in perpetuity, the county's right of eminent domain. (Ord. 10159 § 27, 1991).

#### **6.27A.260 Administration.**

A. This chapter shall be implemented by means of administrative rules adopted by the King County department of executive services in accordance with the provisions of K.C.C. chapter 2.98. These rules shall, at a minimum, contain requirements for applications for new franchises and franchise renewals, modifications and transfers, insurance coverage, security funds, letters of credit, restoration bonds, minimum facilities, service and line extensions, payment of franchise fees, reports and records, customer service, use of public rights-of-way, technical standards, and price arbitration. All rules shall comply with the intent of this chapter and with applicable federal, state and local law. All such rules shall have the force of law.

B. This chapter, the cable rules, and all franchise agreements shall be administered and enforced by the cable office. The functions of the cable office shall be to:

1. implement cable policy, this chapter, the cable rules and franchise agreements;

2. facilitate the resolution of complaints received from any person;

3. supervise government programming with respect to PEG operations or coordinate with any PEG access management authority designated by the county;

4. provide public information;

5. monitor cable policy and related developments in other jurisdictions and make recommendations for changes to county cable television policy;

6. develop and maintain productive relationships with franchisees, other cable system operators, and interested community groups to assure responsiveness to the needs and interests of the community;

7. provide staff assistance to any cable-related advisory committee or regulatory agency hereafter established. (Ord. 14199 § 120, 2001; Ord. 10159 § 28, 1991).

**6.27A.270 Applicability to current franchise agreements.** This chapter and the cable rules shall be applicable to all existing cable franchises and all franchises issued in the county in the future. (Ord. 10159 § 29, 1991).

**6.27A.280 Severability.** If any part, section, subsection, or other portion of this chapter and the cable rules or any application thereof to any person or circumstance is declared void, unconstitutional or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provision of this chapter and the cable rules, and all applications thereof not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The county declares that no invalid or prescribed provisions or application was an inducement to the enactment of this chapter, and that it would have enacted this chapter regardless of the invalid or prescribed provision or application. (Ord. 10159 § 30, 1991).