



REVISED AGENDA V.2

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SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, July 28, 2014
5:45 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: King County Sheriff John Urquhart

SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, July 28, 2014
7:00 p.m.

Council Chamber · Shoreline City Hall
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
(a) Proclamation of National Night Out Against Crime	<u>2a-1</u>	
3. REPORT OF THE CITY MANAGER		
4. COUNCIL REPORTS		
5. PUBLIC COMMENT		
<i>Members of the public may address the City Council on agenda items or any other topic for three minutes or less, depending on the number of people wishing to speak. The total public comment period will be no more than 30 minutes. If more than 10 people are signed up to speak, each speaker will be allocated 2 minutes. Please be advised that each speaker's testimony is being recorded. When representing the official position of a State registered non-profit organization or agency or a City-recognized organization, a speaker will be given 5 minutes and it will be recorded as the official position of that organization. Each organization shall have only one, five-minute presentation. Speakers are asked to sign up prior to the start of the Public Comment period. Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed. If time remains, the Presiding Officer will call individuals wishing to speak to topics not listed on the agenda generally in the order in which they have signed. If time is available, the Presiding Officer may call for additional unsigned speakers.</i>		
6. APPROVAL OF THE AGENDA		7:20
7. CONSENT CALENDAR		7:20
(a) Minutes of Business Meeting of June 16, 2014	<u>7a1-1</u>	
Minutes of Business Meeting of June 23, 2014	<u>7a2-1</u>	
Minutes of Workshop Dinner Meeting of July 14, 2014	<u>7a3-1</u>	
(b) Approval of expenses and payroll as of July 11, 2014 in the amount of \$1,101,245.34	<u>7b-1</u>	
(c) Authorization to Enter into an Agreement with ATT for Cell Tower Installation at Twin Ponds Park	<u>7c-1</u>	
8. ACTION ITEMS		

- | | | | |
|-----------|---|-------------|------|
| (a) | Motion to Authorize the City Manager to Execute a Contract with SCORE Correctional Facility | <u>8a-1</u> | 7:20 |
| (b) | Approval of Shoreline Veterans Recognition Memorial at City Hall | <u>8b-1</u> | 8:05 |
| 9. | EXECUTIVE SESSION: Litigation – RCW 42.30.110(1)(i) | | 8:35 |

The Council may hold Executive Sessions from which the public may be excluded for those purposes set forth in RCW 42.30.110 and RCW 42.30.140. Before convening an Executive Session the presiding officer shall announce the purpose of the Session and the anticipated time when the Session will be concluded. Should the Session require more time a public announcement shall be made that the Session is being extended.

10.	ADJOURNMENT	9:05
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The Council meeting is wheelchair accessible. Any person requiring a disability accommodation should contact the City Clerk's Office at 801-2231 in advance for more information. For TTY service, call 546-0457. For up-to-date information on future agendas, call 801-2236 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m. Online Council meetings can also be viewed on the City's Web site at <http://shorelinewa.gov>.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Proclamation of the "31 st Annual National Night Out"		
DEPARTMENT:	Police Department		
PRESENTED BY:	Shawn Ledford, Police Chief		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Proclamation

PROBLEM/ISSUE STATEMENT:

The Shoreline Police Department is joining with the National Association of Town Watch in sponsoring this year's "National Night Out" in Shoreline. The event, which is part of a nationwide crime, drug and violence prevention program, will take place on Tuesday, August 5, 2014. Shoreline City Councilmembers, Police Department, city staff, neighborhood associations, and block watches are participating by sponsoring a variety of activities to celebrate this annual event.

The goal of the event is to emphasize police-community partnerships as well as to promote and enhance the City's safe community and neighborhood initiatives and programs. Shawn Ledford, Shoreline Police Chief, will be in attendance to accept the proclamation.

RECOMMENDATION:

The Mayor should read the proclamation declaring August 5, 2014 as National Night Out in the City of Shoreline.

Approved By: City Manager **DT** City Attorney **IS**



PROCLAMATION

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a nationwide crime, drug and violence prevention program on August 5th, 2014 entitled "National Night Out"; and

WHEREAS, the "31st Annual National Night Out" provides a unique opportunity for the City of Shoreline to join forces with thousands of other communities across the country in promoting police-community crime prevention efforts; and

WHEREAS, the neighborhoods of the City of Shoreline play a vital role in assisting the Shoreline Police Department through joint crime, drug and violence prevention efforts and are supporting "National Night Out 2014" locally; and

WHEREAS, it is essential that all Shoreline residents are aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime; and

WHEREAS, police-community partnerships are key in promoting and enhancing the City's safe community and neighborhood initiatives and programs;

NOW, THEREFORE, I, Shari Winstead, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim August 5, 2014, as

NATIONAL NIGHT OUT

in the City of Shoreline

Shari Winstead, Mayor

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF BUSINESS MEETING

Monday, June 16, 2014
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Winstead, Deputy Mayor Eggen, Councilmembers McConnell, Salomon, and Roberts

ABSENT: Councilmembers McGlashan and Hall

1. CALL TO ORDER

At 7:00 p.m., the meeting was called to order by Mayor Winstead, who presided.

2. FLAG SALUTE/ROLL CALL

Mayor Winstead led the flag salute and the City Clerk called the roll.

Upon motion by Councilmember McConnell, seconded by Councilmember Roberts and carried 5-0, Councilmember McGlashan was excused from the meeting for personal reasons and Councilmember Hall was excused from the meeting to conduct city business.

Mayor Winstead read a proclamation declaring June 20, 2014 as World Refugee Day in the City of Shoreline. Tsehaynesh Alemayoh, an East African (Eritrean) refugee and longtime resident of Shoreline accepted the proclamation.

3. REPORT OF THE CITY MANAGER

Debbie Tarry, City Manager, provided reports and updates on various City meetings, projects and events.

4. COUNCIL REPORTS

Deputy Mayor Eggen reported attending the Municipal Solid Waste Advisory Committee meeting and stated that the Sustainable Solid Waste Management Plan was discussed.

Councilmember Roberts reported attending the Sound Cities Association Public Issues Committee meeting and stated the Board recommended adoption of Greenhouse Gas Targets and Metro reduction policies.

Mayor Winstead reported attending the NE 145th Street Station Citizens Committee Light Rail Design Kick-off meeting.

5. PUBLIC COMMENT

Dale Lydin, Echo Lake Neighborhood Association, stated support for the Echo Lake Park Improvement Project scheduled for adoption on tonight's Consent Calendar. He thanked Council, the Parks, Recreation and Cultural Services (PRCS) Board and City staff for their hard work and support for parks. He announced the annual Echo Lake Neighbor Picnic on July 15, 2014 at Shoreline Park.

Ginny Scantlebury, Shoreline resident, wonders why the City did not celebrate Flag Day on June 14, 2014. She commented that it is an important event that needs to be celebrated and asked the City to have a flag out next year.

Tom McCormick, Shoreline resident, commented on reviewing thousands of documents on the Point Wells Development. He stated reading emails from residents in opposition of the project and in support of downsizing the project, and read excerpts from several emails. He commented that more needs to be done to limit the scale of the development.

6. APPROVAL OF THE AGENDA

The agenda was adopted by unanimous consent.

7. CONSENT CALENDAR

Upon motion by Councilmember Roberts, seconded by Deputy Mayor Eggen and carried 5-0, the following Consent Calendar items were approved:

- (a) Motion to Authorize the City Manager to Execute a Contract with L.W. Sundstrom for Construction of Echo Lake Park Phase I

8. ACTION ITEMS

- (a) Adoption of 10 Year Financial Sustainability Plan

Robert Hartwig, Administrative Services Department Director, presented the staff report for the 10 Year Financial Sustainability Plan. He reviewed the development and the public process component of the Plan. He listed the following sustainability targets recommended by the subcommittee:

1. Achieve the development of an additional 160 units of multi-family residential housing and 7,500 square feet of retail redevelopment annually, beginning in 2014.
2. Reduce the expenditure growth rate to 0.2% below the average projected ten year growth rate and attempt to maintain existing service levels, beginning in 2015. Continue to seek out efficiencies and cost-saving strategies.
3. During 2014, research ways to increase investment returns by 100 basis points (1%) per year, and implement strategies to accomplish this.

4. During 2015, perform a study that will evaluate higher cost recovery percentages for an appropriate combination of fee based programs. The results will be reviewed, with target implementation beginning with the 2016 budget.
5. In 2014, begin to identify ways to replace the \$290,000 transfer from the General Fund to the Roads Capital Fund with another dedicated source of funding.
6. In 2016 or later, engage the business community in a discussion regarding the possible future implementation of a Business and Occupation (B&O) Tax.
7. Monitor the City's progress in relation to the Financial Sustainability Model. In 2016 or later, engage Shoreline residents in a discussion regarding the possibility of renewing the property tax levy lid lift.

Mr. Hartwig shared how the Plan will be sent to trade publications for publishing and concluded the report by thanking staff and Council.

Councilmembers expressed their gratitude to staff for all the hard work developing and completing the Plan.

Deputy Mayor Eggen moved acceptance of the 10 Year Financial Sustainability Plan. The motion was seconded by Councilmember McConnell.

Deputy Mayor Eggen stated the Plan provides a good starting point and serves as a road map on how the City will proceed over the next ten years. He commented on the importance of keeping the Plan up-to-date. Councilmember Salomon explained that this project came about due to an initiative prohibiting cities from raising property taxes over 1% per year, which is generally less than the rate of inflation, and shared that this reduction would be unsustainable over a long period of time. He supports the 10 Year Financial Sustainability Plan and recommends continued planning to promote economic growth, reductions in the rate of increase of spending, and a Business and Occupancy Tax analysis to address budget deficits.

Councilmember Roberts asked about the Plan's ability to weather a recession, and if the Subcommittee explored how other tools would be utilized if one tool did not meet targets. He asked for the percentages of Shoreline revenues received from businesses and from residential property owners.

Mr. Hartwig responded that the seven tools will help the City see an economic downturn sooner and allow the City to respond quicker. He explained that the model allows an item to be turned on or off and adjusted to history. He shared that the base model will be compared to actual numbers during the budget process that will show the City's financial position.

Councilmember Roberts moved an amendment to the language in the sixth sustainability target to read "In 2016 or later, engage the business community in a discussion regarding the possible future implementation of a Business and Occupation (B&O) Tax, to include a threshold exemption on a certain amount of gross receipts." The motion was seconded by Councilmember Salomon.

Councilmember Roberts stated his amendment will provide additional comfort to people starting new businesses. Councilmember McConnell asked for staff feedback regarding the amendment, and Ms. Tarry shared staff's support for the amendment.

Mayor Winstead, Deputy Mayor Eggen, and Councilmember Salomon offered their support for the amendment. Deputy Mayor Eggen shared that the Subcommittee talked about exempting certain amounts on gross receipts. Councilmember Salomon shared that the Subcommittee did discuss the advantage/disadvantage of taxing groups differently, and assisting a small business starting up. Mayor Winstead commented on the Subcommittee's discussion regarding the B&O tax, and stated it is important to have the specific language regarding a threshold exemption included in the motion.

The motion passed 5-0.

Mayor Winstead reiterated her appreciation to staff for all the hard work that went into developing the Plan and to Councilmember Hall for his encouragement in developing the Plan. She stated that the Plan will assist the City in being financially sustainable.

The main motion to accept the 10 Year Financial Sustainability Plan as amended passed 5-0.

9. STUDY ITEMS

(a) Discussion and Update of the Capital Improvement Project (CIP)

Mark Relph, Public Works Director, and Tricia Junke, City Engineer, presented the Capital Improvement Plan Update report. Ms. Junke outlined the objectives of the presentation and asked for Council's input and direction for development of 2015-2020 CIP. She reviewed the CIP schedule and development process, and explained that the CIP includes a fund summary of the General, Road, Surface Water, and Facilities Major Maintenance Funds.

She reviewed the following General Capital Fund projects: Parks Repair and Replacement for 2014-2016 which include the Echo Lake Restroom, Sunset School repairs, Northcrest Park play equipment, Hillwood Park parking lot, Shoreline park restroom, Ronald Bog parking lot and Shoreview Park play equipment; the Police Station; the Maintenance Facility; and the Pool Master Plan. She commented on funding for those projects and asked for Council's direction on proceeding with the current plan.

Councilmembers inquired about the Pool Master Plan, asked how it fits in with the Parks, Recreation and Open Space (PROS) Plan and wanted to know how adding in the Pool Master Plan effects funding for other park improvement projects. They inquired if there is technology that can reduce the cost of heating the pool and asked for data on energy savings. They also asked about the scope of the work being completed at Echo Lake Park.

Dick Deal, Parks, Recreation and Cultural Services Director, responded that a pool assessment was just completed and stated that a specific date for pool replacement is not identified in the

PROS Plan. Mr. Deal explained the addition of the Pool Master Plan to the CIP and that its impact on other projects would be dependent upon funding options and if it could be funded as a joint agreement. He talked about efficiency of new pools and noted the public will be asked for input on the design and location of the pool. He then reviewed the improvements to Echo Lake Park.

Councilmembers asked about the status of the Police Station and seizure funds and asked if they can fund the police station. Ms. Tarry responded that the City is working on acquiring the Grease Monkey property and that negotiations are ongoing. She anticipates the design work beginning this year, construction starting in 2015, and relocation of the Police Department to City Hall by 2016. She explained that Shoreline received a portion of the funds from participation in a task force for national and international seizures from criminal activity. \$1.7 million is currently in the bank and staff is trying to anticipate what the City might receive over the next few years.

Ms. Junke presented the Roads Capital Fund, reviewed fund balances, explained the relationship to the Transportation Improvement Plan, and commented on Transportation Benefit District funds that are available to transfer to the Roads Capital Fund. She explained funding supports system preservation projects (annual road surface maintenance, curb ramp, gutter and sidewalk maintenance, traffic signal rehabilitation, hidden lake bridge study), and Aurora Avenue N (192nd to 205th). Ms. Junke presented projects submitted for grants, reviewed city match amounts and potential funding sources, and discussed grant opportunities. Mr. Relph shared that the City is in a good position for receiving grant funding.

Councilmembers asked for clarification on grants that the City has been awarded. They asked questions about the sidewalk projects, design costs, and recommended identifying corridors that will be successful in the grant process. They asked about the City's match ratio for Aurora, and urged for prioritization of the Hidden Lake Bridge repair. It was requested that staff come back to Council with requests for grant match program funding. Ms. Junke explained that the Puget Sound Regional Council is recommending the projects she identified for funding. Deputy Mayor Eggen offered information on how the PSRC grant process works. Ms. Junke responded that the match for Aurora was approximately 10%, and clarified that the \$4 million for 145th and 175th is for the design cost only, and does not include any construction costs.

Ms. Junke recounted the Undergrounding code and stated that it is within Council's authority to designate capital projects for undergrounding. She stated that the plan for the Roads Capital fund is to continue with a preservation strategy, fund repairs on Hidden Lake/10th NW Bridge, continue with the grant funding approach to sidewalks, and identify funding for the grant match program.

Ms. Junke presented the Surface Water Utility Fund and stated it has both operating and capital expenditures. She talked about rate increases, listed the McAleer Basin Plan and Ballinger Creek Drainage Study, and the Hidden Lake Maintenance Study as current projects, and commented on funding for the pipe replacement program.

Deputy Mayor Eggen questioned if the City is working with the Cities of Mountlake Terrace, Lake Forest Park, and Edmonds on the McAleer Creek Basin. Mr. Relph responded about

collaborating with Lake Forest Park and stated the intent is to share information. He stated that he will check with Brian Landau, Surface Water and Environmental Services Manager, about collaborative efforts and report back to Council.

Ms. Junke presented the Facilities Major Maintenance Fund and stated it is funded through general fund contributions. She identified city facilities maintained by this fund and stated staff recommends adding City Hall to the list. Councilmembers expressed support for adding City Hall to the list but questioned the cost. They commented on sharing the cost of the Maintenance Facility with neighboring jurisdictions, and asked how the addition of the Police Station at City Hall will impact maintenance projects and funding. Ms Tarry responded that a discussion regarding the asset management program will be coming before Council and will assist in identifying long term maintenance needs and costs.

Ms. Junke stated next steps will be drafting the 2015-2020 CIP to present at the August 11, 2014 Council Meeting.

10. ADJOURNMENT

Mayor Winstead adjourned the meeting at 8:52 p.m.

Jessica Simulcik Smith, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF BUSINESS MEETING

Monday, June 23, 2014
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Winstead, Deputy Mayor Eggen, Councilmembers McGlashan, Hall, McConnell, Salomon, and Roberts

ABSENT: None

1. CALL TO ORDER

The meeting was called to order at 7:00p.m. by Mayor Winstead

2. FLAG SALUTE/ROLL CALL

Mayor Winstead led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present.

Mayor Winstead read a proclamation declaring July 2014 as Park and Recreation Month in the City of Shoreline. Luis Vicencio, Afternoon School Program Site Director, and Michael Follis and Sam Thurman, Camp Shoreline Staff, accepted the proclamation. They spoke about Camp Shoreline and the Counselor-in-training program.

3. REPORT OF THE CITY MANAGER

Debbie Tarry, City Manager, provided reports and updates on various City meetings, projects and events.

4. COUNCIL REPORTS

Mayor Winstead reported on attending the Association of Washington Cities Conference.

5. PUBLIC COMMENT

Greg Diamond, Vice President Regulatory Affairs TW Telecom, spoke in support of Ordinance 693 proposed Franchise Agreement. He provided background on the company and thanked staff for assisting in preparing the agreement. He announced that the company has been acquired by Level 3 Communication and remarked that it will not have an impact on TW Telecom plans.

Dan Bridges, General Manager Recology/CleanScapes, thanked Council for making the decision to use CleanScapes seven years ago. He talked about the company's history with the City of

Shoreline. He commented on the current proposal, the one million dollars in rate savings presented to the City, and stated the company will continue to work hard for Shoreline.

6. APPROVAL OF THE AGENDA

Councilmember McGlashan moved approval of the agenda. Councilmember Salomon seconded the motion and asked that item 7a, the June 2, 2014 Minutes, be removed from the Consent Calendar. The agenda as amended was approved by unanimous consent.

7. CONSENT CALENDAR

Upon motion by Councilmember Hall, seconded by Councilmember Roberts and unanimously carried, the following Consent Calendar items were approved:

(a) Approval of expenses and payroll as of June 6, 2014 in the amount of \$1,168,562.22

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
5/11/14-5/24/14	5/30/2014	55841-56036	13165-13185	57014-57018	\$564,956.11
					<u>\$564,956.11</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
5/28/2014	1082	\$5,987.89
		<u>\$5,987.89</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
5/29/2014	56879	56904	\$159,473.84
5/29/2014	56905	56919	\$29,584.42
5/29/2014	56920	56949	\$35,272.63
5/29/2014	56950	56956	\$1,717.68
6/5/2014	56957	56969	\$26,832.22
6/5/2014	56970	56990	\$208,670.75
6/5/2014	56991	56998	\$5,808.49
6/5/2014	56999	57013	\$130,258.19
			<u>\$597,618.22</u>

(b) Motion to Authorize the City Manager to Execute a Contract with Shoreline Community College Business Accelerator Program

(c) Motion to Authorize the City Manager to Amend the Contract with Woolpert

(d) Adoption of Res. No. 359 Amending the Personnel Policies

8. ACTION ITEMS

(a) Adoption of Ord. No. 693 - TW Telecom Franchise Agreement

Ian Sievers, City Attorney, provided the report. He stated proposed Ordinance 693 would grant a non-exclusive right-of-way Franchise to TW Telecom of Washington. He talked about fibers, trunk line leases, undergrounding facilities, and transfer of ownership in Section 9 of the Franchise. He explained that state law prohibits imposing impact fees, other than costs of administration, and that the Franchise has a five year term with a one year administrative approved extension.

Councilmember McGlashan moved adoption of Ordinance 693. Councilmember Roberts seconded the motion.

Deputy Mayor Eggen asked what happens when fibers need to be located for a capital project. Mr. Sievers responded that the City would share a portion of the cost and that state statute requires TW Telecom to share in the cost.

The motion passed unanimously.

(b) Adoption of Res. No. 360 - Ratifying the King County Countywide Planning Policies

Steve Szafran, Senior Planner, provided the staff report on Ratifying the King County Countywide Planning Policies (CPP). He explained that King County voted to approve and ratify the CPP to add Central Issaquah as an Urban Core. He provided background information on the CPP, and explained that it addresses changes to the Growth Management Act and supports VISION 2040.

Deputy Mayor Eggen moved to adopt Resolution 360 to ratify King County Countywide Planning Policies. Councilmember Hall seconded the motion.

Deputy Mayor Eggen commented on Issaquah's hard work to develop an urban center. Councilmember Hall reminded Council why Issaquah sought designation. He asked Council to think about whether Shoreline should seek designation as a regional growth center to assist in securing funding for improvements to 145th/SR 523 and its connection to Light Rail. Deputy Mayor Eggen concurred.

The motion passed unanimously.

9. EXECUTIVE SESSION: Property Acquisition - RCW 42.30.110(1)(b)

At 7:30 p.m. Mayor Winstead announced a Council recess into an Executive Session for a period of 25 minutes to discuss Property Acquisition pursuant to RCW 42.30.110(1)(b). City staff attending the Executive Session included: Debbie Tarry, City Manager; John Norris, Assistant City Manager; Ian Sievers, City Attorney; and Mark Relph, Public Works Director. At 8:04 p.m. Mayor Winstead announced a ten minute extension to Executive Session.

10. ADJOURNMENT

At 8:14 p.m., Mayor Winstead declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF WORKSHOP DINNER MEETING

Monday, July 14, 2014
5:45 p.m.

Conference Room 104 - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Winstead, Councilmembers McGlashan, McConnell, Salomon, and Roberts

ABSENT: Deputy Mayor Eggen and Councilmember Hall

STAFF: John Norris, Assistant City Manager; Alex Herzog, CMO Management Analyst; Rob Beem, Community Services Manager; Dick Deal, Parks, Recreation and Cultural Services Director; and Bonita Roznos, Deputy City Clerk

GUESTS: Norm Alberg, Director, King County Records and Licensing Services Division and Dr. Gene Mueller, Manager, Regional Animal Services of King County

At 5:48 p.m., the meeting was called to order by Mayor Winstead. Deputy Mayor Eggen and Councilmember Hall were excused for personal reasons.

Mr. Norris introduced Mr. Norm Alberg, Director, King County Records and Licensing Services Division and Dr. Gene Mueller, Manager, Regional Animal Services of King County. He shared that they will be presenting King County's Rabies Vaccination Reporting Proposal. He introduced Alex Herzog and explained that Mr. Herzog will be taking over the animal services contract.

Mr. Alberg talked about the struggle of generating enough revenue to pay for animal control services. He stated that the Rabies Vaccination Program proposal is a coordinated effort to get animals appropriately licensed, and will result in increased revenue. He reviewed King County's Animal Service contract process and options, and shared the timeline for the proposal. He commented on the discussions with the Washington State Veterinary Medical Association (WSVMA). Dr. Muller shared the benefits of increasing pet licensing sales. He reviewed vaccination reporting data and identified stakeholders. He commented on the need to identify pet owners, and shared direct mail and canvassing strategies. He reviewed the experiences of jurisdictions with similar pet vaccination programs, and commented on the WSVMA's objections.

Councilmembers asked about compliance rates, who establishes pet licensing rates, and if King County has considered changing the rate structure to make obtaining a license more attractive. They asked about the enforcement process, compliance with Revised Code of Washington, and

wanted to know what the additional revenue would pay for. Dr. Mueller responded that Shoreline's compliance rates are relatively high and explained the various stages of enforcement. Mr. Alberg explained that the pet licensing rates are set by the County and partner cities through the Joint City-County Collaboration Committee. He shared that each jurisdiction would decide how to spend their revenue. Mr. Norris explained the City's general fund contribution that supports Animal Control Services, the Progressive Animal Welfare Society (PAWS), and off-lease enforcement in Shoreline's park system. Mr. Norris added that increased revenue could also be used to support an additional Animal Control Officer, but that that type of policy decision would be up the Council.

Councilmembers asked for Multnomah County's compliance rates. Mr. Mueller stated he will provide Council with that information, and then reviewed the next steps in the proposal process.

Councilmembers commented on reducing general fund contributions for animal control.

At 6:49 p.m. the meeting was adjourned.

Bonita Roznos, Deputy City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of July 11, 2014
DEPARTMENT:	Administrative Services
PRESENTED BY:	R. A. Hartwig, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expenses, material, purchases-advancements."

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$1,101,245.34 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
6/8/14-6/21/14	6/27/2014	56233-56442	13206-13254	57207-57214	\$591,207.38
					<u>\$591,207.38</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
7/2/2014	57215	57225	\$21,985.01
7/2/2014	57226	57246	\$67,856.37
7/2/2014	57247	57258	\$4,508.25
7/3/2014	57259	57276	\$243,113.28
7/10/2014	57277	57287	\$9,415.11
7/10/2014	57288	57307	\$21,722.82
7/10/2014	57308	57328	\$141,437.12
			<u>\$510,037.96</u>

***Accounts Payable Claims:**

	Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
Approved By: City Manager <i>DT</i>	<hr/>			
	City Attorney <i>IS</i>			

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorization for the City Manager to Execute a Lease Agreement with AT&T for the Installation of a Telecommunications Pole and Structure at Twin Ponds Park		
DEPARTMENT:	Parks, Recreation, and Cultural Services		
PRESENTED BY:	Dick Deal, PRCS Director		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion	

ISSUE STATEMENT:

AT&T has requested permission to locate a telecommunications pole to mount antennas and a small structure to house telecommunications equipment at Twin Ponds Park. A new metal pole would replace an existing wooden light pole on the northeast corner of the soccer field to meet the telecommunications needs of AT&T. In addition to the new metal pole, AT&T is requesting permission to locate a 12' x 20' structure approximately 145 feet north of the pole location.

The Parks, Recreation, and Cultural Services (PRCS) Director and Assistant City Attorney have reviewed the proposed Lease Agreement with AT&T representatives. In addition the PRCS Board has reviewed the location of the new pole and structure at Twin Ponds Park and all involved recommend the City Council approve this lease agreement.

FINANCIAL IMPACT:

AT&T will pay the City of Shoreline \$3,200 a month on the first day of each month as the rent amount for access and use of this site. The annual income from this lease will be \$38,400 in the first year of the lease. On the anniversary date of this lease agreement the rent will be increased by three percent (3%) of the rent for the previous year. This lease shall be valid for five (5) years and the Lessee and City have the right to extend the term for two (2) additional terms of five (5) years each.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Telecommunications Facilities Lease Agreement for Twin Ponds Park with AT&T.

Approved By: City Manager **DT** City Attorney **IS**

BACKGROUND

AT&T has requested permission to locate a telecommunications pole to mount antennas and build a small structure to house telecommunications equipment at Twin Ponds Park. There is precedence for telecommunications companies leasing City park space for their telecommunications infrastructure. The City has existing telecommunications agreements at Shoreline Park, Hamlin Park, Twin Ponds Park, and James Keough Park with different telecommunications companies. The City Council approved the leases at Shoreline Park, Hamlin Park, and Twin Ponds Park in the last decade, and the agreement at James Keough was initially created by King County and recently updated by the City.

At Shoreline Park, Hamlin Park, and Twin Ponds Park, existing light poles were replaced with poles that met the needs of the telecommunications providers. While in each case, the replacement poles were taller with a larger diameter, in all cases, the new poles fit the scale of the site and the PRCS Department is not aware of any complaints as a result of the modifications to existing light poles. The antenna at James Keough Park is not on a light pole and is located in the southeast corner of the park adjacent to I-5. The telecommunications facilities at these parks have been virtually maintenance free for city staff, other than informing the communications provider when graffiti is present and to make arrangement for access to these sites for major pole maintenance.

DISCUSSION

In AT&T's proposal for Twin Ponds Park, a new metal pole would replace an existing wooden light pole on the northeast corner of the soccer field to meet the telecommunications needs of AT&T. Existing field lights would be relocated onto the new metal pole to provide similar light levels for play on the field. The existing wood pole is approximately 18" in diameter, and the new metal pole will be 24" in diameter. Telecommunications antennas will be attached to the top of the new metal pole (see Attachment A). This pole would be similar in diameter and length to the light pole immediately to the south that currently serves as a telecommunications pole for Clearwire. The City entered into an agreement with Clearwire for use of that pole in 2005 and there have been no maintenance or security issues as a result of that agreement.

In addition to the new metal pole, AT&T is requesting permission to locate a 12' x 20' structure approximately 145 feet north of the pole location. This structure would house telecommunications equipment and be designed to match the roof line and color scheme for the restroom in the park located approximately 250 feet to the north. The building will be located at the east edge of the park, north of the soccer field with easy access from 1st Avenue NE for AT&T maintenance (see Attachment B). A similar telecommunications structure is in place at Hamlin Park and there have been no issues that have required city staff attention.

The PRCS Director and Assistant City Attorney have reviewed the proposed Lease Agreement (Attachment C) with AT&T representatives. The PRCS Director has also met on site at Twin Ponds Park with representatives from AT&T twice to confirm the pole placement/size and location of the building. The PRCS Board also reviewed the location of the new pole and structure at Twin Ponds Park at their June 26th meeting and recommend the City Council approve this lease agreement.

FINANCIAL IMPACT

AT&T will pay the City of Shoreline \$3,200 a month on the first day of each month as the rent amount for access and use of this site. The annual income from this lease will be \$38,400 in the first year of the lease. On the anniversary date of this lease agreement the rent will be increased by three percent (3%) of the rent for the previous year. This lease shall be valid for five (5) years and the Lessee and City have the right to extend the term for two (2) additional terms of five (5) years each.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Telecommunications Facilities Lease Agreement for Twin Ponds Park with AT&T.

ATTACHMENTS:

Attachment A - Photosim showing the pole before and after installation

Attachment B - Map showing location of pole and structure in park

Attachment C - Lease Agreement with AT&T

Existing

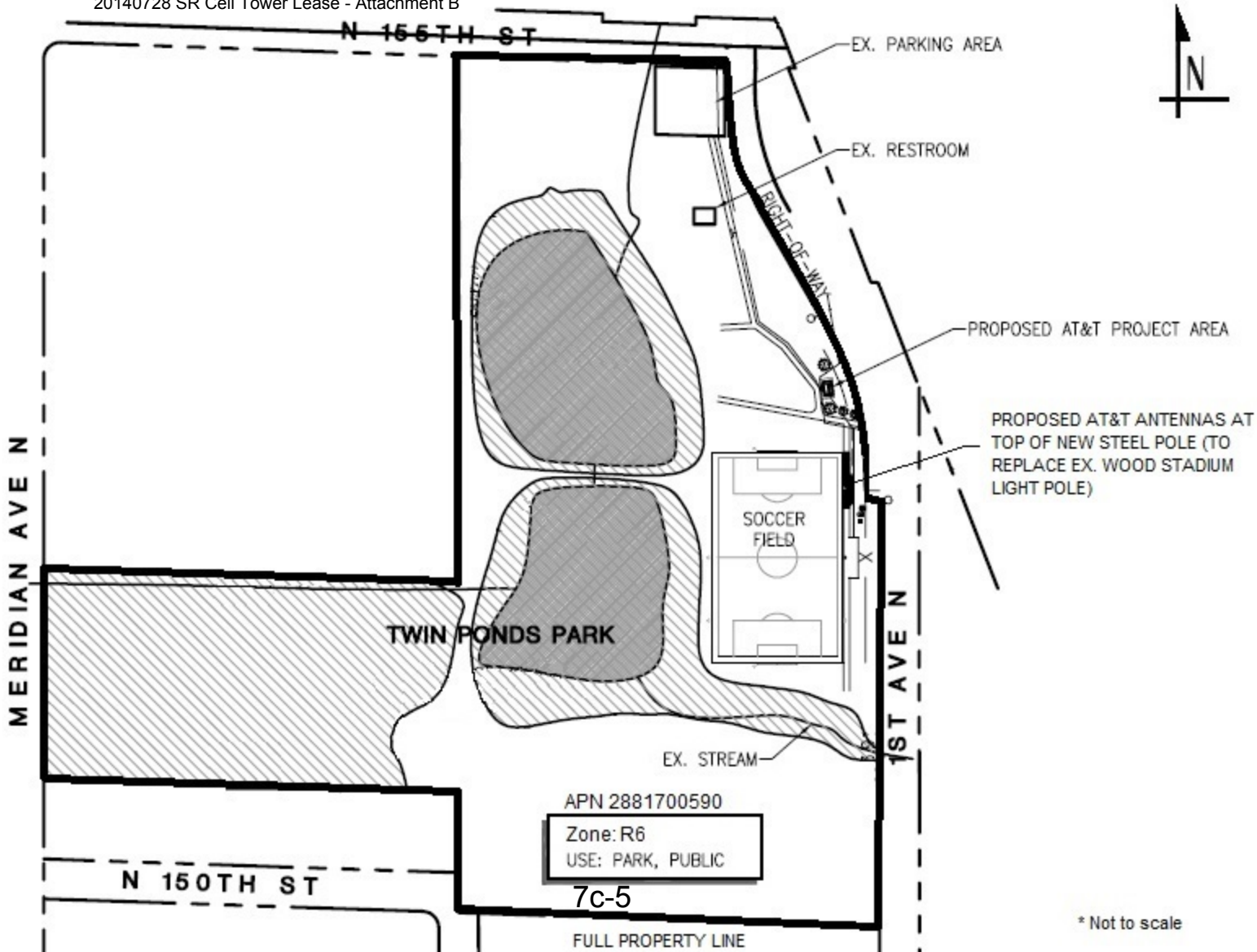


at&t

Proposed



SA1304 Twin Ponds Park



* Not to scale

**TELECOMMUNICATIONS FACILITIES
LEASE AGREEMENT**

THIS LEASE AGREEMENT entered into by and between the City of Shoreline, a municipal corporation duly organized and existing under the laws of the State of Washington, as Lessor (hereinafter referred to as “City”) and New Cingular Wireless PCS, LLC (hereinafter referred to as “Lessee”).

W I T N E S S E T H:

1. PREMISES. The City owns the real property known as Twin Ponds Park, Shoreline, WA (Assessor’s Parcel Number 2881700590), legally described in Exhibit A. The City leases to the Lessee ___345 square feet for shelter includes overhangs, and 25 square feet for aerial attachments on playfield light standard___ square feet of space located at Twin Ponds Park, as depicted in Exhibit B, for housing, installing, constructing, operating and maintaining certain telecommunications facilities (hereinafter referred to as “Premises”). Lessee accepts the Premises for such purpose, subject to the considerations, terms and conditions specified in this Telecommunications Facilities Lease Agreement (hereinafter referred to as “Lease”).

2. DEFINITIONS. For the purpose of this Lease, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings:

“**Commencement Date**” means the date Lessee commences construction of its mobile/wireless communications facilities on the Premises, excluding preliminary testing, survey and utilities work.

“**Day**” or “**Days**” means a calendar day. If the deadline for any required action should fall on a Saturday, Sunday, or legally-recognized holiday, then it is excluded and the next succeeding calendar day which is neither a Saturday, Sunday, nor legal holiday shall be the deadline.

“**Person**” means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals and includes their lessors, trustees and receivers;

“**Public street**” means any highway, street, alley or other public right of way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to highway purposes;

“**Public way**” means and includes all public streets and utility easements, as those terms are defined herein, now or hereafter owned by the City, but only to the extent of the City’s right, title, interest or authority to grant a permit or lease to occupy and use such streets and easements for telecommunications facilities;

“Telecommunications carrier” means and includes every person that directly or indirectly owns, controls, operates or manages plant, equipment or property within the City, used or to be used for the purpose of offering telecommunications service;

“Telecommunications facilities” means the plant, equipment and property, including but not limited to, cables, wires, conduits, ducts, pedestals, antennae, towers, electronics, equipment storage structures and other appurtenances used or to be used to transmit, receive, distribute, provide, house or offer telecommunications services;

“Telecommunications provider” means and includes every person who provides telecommunications services over telecommunications facilities without any ownership or management control of the facilities;

“Telecommunications service” means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

“Utility easement” means any easement owned by the City and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.

3. USES AND PURPOSES. Lessee shall have the use and occupancy of the Premises for the purpose of transmission and reception of telecommunication and signals in any and all frequencies that Lessee is allowed to use by the Federal Communications Commission using real property and telecommunications facilities described in Exhibit B. Lessee shall be responsible for adherence to all federal, state and local regulations pertaining to the operation of a communications facility.

Lessee shall have the right, at its sole expense, to erect and maintain on the Premises improvements, personal property and facilities, as described in Exhibit B after obtaining any and all required permits.

At all times during this Lease, City shall provide Lessee 24 hours a day, 7 days a week access to the Premises so as to adequately service the Premises and the telecommunication facilities. Lessee shall have the right to use existing park access drives and parking spaces. Lessee agrees to provide the City annually (based on the Commencement Date) with a schedule outlining the frequency of required visits (e.g., quarterly maintenance check, monthly site cleanup, etc.), and to give the City at least five (5) days notice prior to the use of substantial and/or heavy equipment and the excessive use of parking spaces.

Lessee shall annually (based on the Commencement Date) provide the City with a list of all authorized individuals, including but not limited to employees, agents, and contractors, who will have access to the Premises. Notification of changes to the list shall be provided to the City

within 24 hours by telephone, facsimile, or electronic mail (e-mail) from the point of contact identified in Section 40(G), which notice shall be followed by written notification pursuant to Section 40(G). Lessee shall be responsible for conducting appropriate background checks of all the authorized individuals.

Lessee authorized individuals visiting the Premises shall be clearly identifiable as authorized individuals of the Lessee either by uniform identification badge or marked company vehicle.

4. NON-EXCLUSIVE LEASE. This Lease is nonexclusive and does not preclude the City from granting a similar lease, right, license, franchise, etc. to other carriers, providers or other persons for telecommunications or any other purpose.

5. TERM OF LEASE. This Lease shall be valid for a term of five (5) years commencing on the Commencement Date and terminating at 11:59 p.m. Pacific Standard Time on the day before the five (5) year anniversary of the Commencement Date. Lessee shall, subject to City approval, have the right to extend the Term of this Lease for two (2) additional terms (each a “Renewal Term”) of five (5) years each. The Renewal Terms shall be on the same terms and conditions as set forth herein. Lessee shall provide written notice to City of its intent to extend each Renewal Term at least thirty (30) days before the commencement of each Renewal Term.

6. RIGHTS GRANTED. This Lease does not convey any right, title or interest in the Premises or any other City property, but shall be deemed the right only to use and occupy the Premises for the limited purposes and term stated in the Lease. Further, this Lease shall not be construed as any warranty of title.

7. INTERFERENCE WITH OTHER USERS. The Lessee acknowledges that the City may enter into leases with other tenants for tenants’ equipment and telecommunications facilities for the purposes of transmitting and receiving telecommunication signals from City property. The City, however, is not in any way responsible or liable for any interference with Lessee’s use of the Premises which may be caused by the use and operation of any other tenant’s equipment, even if caused by new technology. In the event that any other City property tenant’s activities interfere with the Lessee’s use of the Premises, and such use or operation was not in existence on the date of execution of this Lease, and the Lessee cannot resolve this interference with the other tenants, the City will, upon written request by Lessee, cause such interfering use to cease. The Lessee shall cooperate with all other tenants to identify the causes of and work towards the resolution of any electronic interference problem. In addition, the Lessee agrees to eliminate any radio or television interference caused to City-owned facilities or surrounding private residences at Lessee’s own expense and without installation of extra filters on City-owned equipment. Lessee further agrees to accept such interference as may be received from City-operated telecommunications or other City facilities located upon neighboring City property or the Premises subject to this Lease except those City antenna sites placed upon Lessee’s facilities pursuant to Section 10(B).

8. OWNERSHIP AND REMOVAL OF IMPROVEMENTS. All buildings, landscaping and all other improvements, except telecommunications facilities, shall become the property of the City upon expiration or termination of the Lease. In the event that the City requires removal of such improvements after termination of the Lease, such removal shall be accomplished at the sole expense of the Lessee and completed within thirty (30) days after receiving notice from the City requiring removal of the improvements. Additional time may be granted upon the discretion of the City which approval shall not be unreasonably withheld. In the event that telecommunications facilities or other equipment are left upon City property after expiration or termination of the lease, they shall, at the City's option, if not removed by the Lessee upon thirty (30) days written notice from the City, be removed and stored at the expense of Lessee. Stored telecommunications facilities that are not claimed by the Lessee within six (6) months from termination of the Lease shall become the property of the City with any and all costs of storage and/or disposal the sole responsibility of the Lessee.

9. CANCELLATION OF LEASE BY LESSEE.

A. This Lease is contingent upon the Lessee obtaining all necessary permits, approvals and licenses for the proposed facilities from all applicable government authorities having jurisdiction. In the event that the Lessee is unable to obtain all such permits, approvals and licenses, it may cancel this Lease, and obtain a pro rata refund in any rents paid, without further obligation by giving thirty (30) days prior written notice to the City. Lessee agrees to restore the Premises and any impacted City property to original condition if cancellation is requested.

B. In the event Lessee determines that the Premises are unsuitable for its intended purpose, or if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, the Lessee shall have the right to cancel the Lease upon one hundred (180) days prior written notice to the City. However, no prepaid rent shall be refundable; except in the event any changes occur with respect to the City's use of the Premises or adjacent City property subsequent to the effective date of this Lease (including but not limited to additional Lessees as permitted by the City) and such changes result in the Premises becoming unsuitable for Lessee's intended purpose.

10. COMPENSATION TO THE CITY.

A. Starting on the Commencement Date and on the first day of each month thereafter during the term of the Lease, Lessee shall pay rent at a rate of Three Thousand Two Hundred Dollars (\$3,200.00) per month, prorated for any partial months. Substantial expansion of the initial configuration described in Exhibit B will result in review and possible re-negotiation of the rental rate contained herein. Rent shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent for the previous year.

Any payments received fifteen (15) days after the due date shall include a late payment penalty of two percent (2%) of the annual rental fee for each day or part thereof past the due date.

B. Additional Consideration. City shall be allowed, at City's sole expense, to attach City's communication antennas to Lessee's telecommunications tower provided City first obtains Lessee's prior written consent for such attachments. Such consent shall not be unreasonably withheld. Lessee's approval for said attachments shall be contingent upon determining whether Lessee's tower is properly engineered to accommodate City's antenna system and such transmission shall not result in any impairment or diminution in the quality of Lessee's service. Further, said approval shall be given only after Lessee has reviewed and approved City's engineering plans for said antenna attachments in a location specified by Lessee. Approval shall not be unreasonably withheld. Upon written approval by Lessee, said attachments shall be installed by qualified licensed contractors and in accordance with Lessee's directives for the method of installment and with permits issued by all applicable governmental authorities having jurisdiction which shall first be obtained by City at its sole expense. City acknowledges and agrees that Lessee reserves the right to relocate City's antennas at any time(s) to accommodate modifications required for Lessee's future system requirements, provided such relocation shall provide equivalent quality of service to the City after such relocation. If Lessee relocates City's antennas, Lessee shall provide City written notification prior seven (7) days of the relocation.

11. AMENDMENT OF LEASE. Except as provided within the existing Lease, a new Lease shall be required of any telecommunications carrier or other entity that desires to expand, modify, or relocate its telecommunications facilities or other equipment located upon the Premises. If ordered by the City to locate or relocate its telecommunications facilities or other equipment on the Premises pursuant to Section 19, the City shall grant a lease amendment.

12. OBLIGATION TO CURE AS A CONDITION OF RENEWAL. This Lease shall not be renewed or extended until any ongoing violations or defaults in the Lessee's performance of the Lease have been cured, or a plan detailing the corrective action to be taken by the Lessee has been approved by the City.

13. IMPROVEMENTS. During the term of this Lease if Lessee wishes to substantially expand, modify, or relocate the initial configuration contained in Exhibit B, Lessee will provide at least thirty (30) days written notice to City. Substantial expansion may require a new Lease.

14. POLICE POWER. In accepting this Lease, the Lessee acknowledges that its rights hereunder are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public and it agrees to comply with all applicable general laws enacted by the City pursuant to such power.

15. INTERFERENCE WITH THE PUBLIC WAYS. The Lessee shall not locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public ways by the City, by the general public or by other persons authorized to use or be present in or upon the public ways. All such facilities which interfere with public ways shall be moved

by the Lessee, at the Lessee's sole expense, temporarily or permanently, as determined by the City Public Works Director.

16. REPAIR AND EMERGENCY WORK. In the event of an unexpected repair or emergency, the Lessee may commence such repair and emergency response work as required under the circumstances, provided the Lessee shall notify the City as promptly as reasonably possible, before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

17. MAINTENANCE OF LEASE FACILITIES. The Lessee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements. Lessee shall not permit waste, damage, or injury to the Premises including any City property, public ways of the City, other ways, such as private roadways, or other property, whether publicly or privately owned, located in, on or adjacent thereto. Lessee shall not restrict site access to City. City shall have the exclusive right to inspect the Lessee's telecommunications facilities and equipment at any time during the term of this Lease to ensure compliance with the terms and conditions herein; Provided, however, Lessee has the right to be present at all inspections of Lessee's telecommunications facilities and equipment, and City shall give Lessee at least one working day prior written notice of such intent.

18. SIGNAGE. Lessee shall display proper signage as required by the Federal Communications Commission (FCC) as well as current signage on telecommunication facilities identifying Lessee, address and a 24 hour phone number. Signage shall be posted and clearly visible at all times.

19. RELOCATION OR REMOVAL OF FACILITIES. Within one hundred eighty (180) days following written notice from the City, the Lessee shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any telecommunications facilities within the public ways or upon the Premises whenever the City shall have determines that such removal, relocation, change or alteration is reasonably necessary for:

- A.** The construction, repair, maintenance or installation of any City or other public improvement in or upon the public ways or City property; and
- B.** The operations of the City or other governmental entity in or upon the public ways or City property.

If the City requires removal, relocation, change, or alteration, the City will allow Lessee to relocate the telecommunications facilities to another comparable, mutually agreeable location in Hamlin Park. Additional time for removal or relocation may be granted at the discretion of the City, which extension shall not be unreasonably withheld. If Lessee fails to remove the property upon request by the City, Lessee agrees to reimburse the City for any and all removal costs incurred by the City.

20. REMOVAL OF UNAUTHORIZED FACILITIES. Within thirty (30) days following written notice from the City, Lessee or any person who owns, controls or maintains on behalf of Lessee any unauthorized telecommunications system, facility or related appurtenances within the public ways or real property, including the Premises, of the City shall, at its own expense, remove such facilities or appurtenances from the public ways, Premises, or property of the City. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

- A. Upon expiration or termination of the Lease without approved extension or renewal;
- B. Upon abandonment of a facility within the public ways, the Premises, or real property of the City. Any property of a Lessee shall be deemed abandoned if left in place thirty (30) days after expiration or termination of the Lease;
- C. If the system or facility was constructed or installed without the prior grant of a Lease;
- D. If the system or facility was constructed or installed without the prior issuance of a required permits, approvals and licenses for the proposed facilities from applicable government authorities having jurisdiction; and
- E. If the system or facility was constructed or installed at a location not permitted by the Lease.

Provided, however, that the City may, in its sole discretion, allow a Lessee, or other such persons who may own, control, or maintain telecommunications facilities within the public ways, the Premises, or property of the City to abandon such facilities in place. No facilities of any type may be abandoned in place without the express written consent of the City. Any plan for abandonment or removal of a Lessee's facilities must be first approved by the Public Works Director, and all necessary permits must be obtained prior to such work. Upon authorized permanent abandonment of the property of such persons in place, the property shall become that of the City, and such persons shall submit to the City an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such property in which event, Lessee shall have no further obligations or liability with respect to such property or facilities. The provisions of this Section shall survive the expiration, revocation, or termination of the Lease granted hereunder. If the City does not authorize abandonment and Lessee fails to remove such facilities within thirty (30) days following notice, Lessee agrees to reimburse the City for any and all costs incurred by the City for facilities removal.

21. EMERGENCY REMOVAL OR RELOCATION OF FACILITIES. The City retains the right and privilege to cut or move any telecommunications facilities located within the public ways of the City and upon City property, as the City may determine in good faith to be necessary in response to any public health or safety emergency. The City shall not be liable to

Lessee, or any other party for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section.

22. DAMAGE TO FACILITIES. Unless directly and proximately caused by the negligent, willful, intentional or malicious acts by the City not otherwise authorized herein, the City shall not be liable for any damage to or loss of any telecommunications facility upon City property or within the public ways of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on such City property or within the public ways by or on behalf of the City.

23. RESTORATION OF PUBLIC WAYS, OTHER WAYS, AND CITY PROPERTY.

A. When the Lessee, or any person acting on its behalf, does any work in or affecting any public ways, other ways, or City property, or when Lessee, or any person acting on its behalf damages any public ways, other ways, or City property, the Lessee or any person acting on the Lessee's behalf shall, at its own expense, promptly remove any obstructions therefrom and restore such ways or property to City construction standards as adopted before the work was undertaken, unless otherwise directed by the City. Lessee shall obtain all requisite permits for such work.

B. If weather or other conditions do not permit the complete restoration required by this Section, the Lessee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the Lessee's sole expense and the Lessee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

C. The Lessee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such restoration work in or affecting such ways or property.

D. The Public Works Director shall be responsible for inspection and final approval of the condition of the public ways, other ways, and City property following any construction and restoration activities therein. Further, the provisions of this Section shall survive the expiration, revocation, or termination of this Lease.

24. FACILITIES MAPS. The Lessee shall provide the City with a map or maps accurately reflecting the horizontal and vertical location and configuration of all of its telecommunications facilities within the public ways and upon City property. The Lessee shall provide the City with updated maps upon request by the City.

25. BOOKS, RECORDS AND MAPS. All books, records, maps, and other documents maintained by the Lessee with respect to its telecommunications facilities on the Premises shall be made available for inspection by the City at reasonable times and intervals at

Lessee's offices where such records are ordinarily stored upon fifteen (15) days prior written notice; *Provided, however*, that nothing in this Section shall be construed to require the Lessee to violate state or federal law regarding subscriber privacy, nor shall this Section be construed to require the Lessee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

26. SUB-LEASING. Lessee is not permitted to sublet the Premises.

27. UTILITIES. Electricity, HVAC, telephone service, or other utilities are to be provided to the Premises and Site at Lessee's expense and as outlined in Exhibit B. City shall cooperate with Lessee in obtaining utility service.

28. LICENSES AND TAXES. Upon commencement of the Lease, Lessee shall be responsible for paying real or personal property, applicable excise leasehold, business and occupation, and/or other taxes or licenses which may in the future be assessed as a direct result of the Lessee's operations at the telecommunications facilities described herein.

29. INSURANCE. The Lessee shall, as a condition of the Lease, secure and maintain the following liability insurance policies insuring both the Lessee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to the Lessee:

A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

- (1) \$2,000,000.00 for bodily injury or death to each person;
- (2) \$2,000,000.00 for property damage resulting from any one accident; and
- (3) \$2,000,000.00 for all other types of liability.

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$2,000,000.00 for each person and \$2,000,000.00 for each accident;

C. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;

D. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$2,000,000.00;

E. The liability insurance policies required by this Section shall be maintained by the Lessee throughout the term of the Lease, and such other period of time during which the Lessee is operating without a Lease hereunder, or is engaged in the removal of its

telecommunications facilities. The Lessee shall provide an insurance certificate, together with an endorsement designating the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any facilities pursuant to said Lease. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Lessee. The Lessee's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Lessee's insurance and shall not contribute with it. The City shall be provided thirty (30) days advance written notice of cancellation of any coverages required in this Section;

F. Within thirty (30) days after receipt by the City of said notice of cancellation, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, the Lessee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

30. GENERAL INDEMNIFICATION.

A. Lessee covenants not to bring suit against the City and hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officers, employees, agents and volunteers from and against any and all liability, loss, costs, damage, and expense, including costs and attorney fees in defense thereof, and including claims by the Lessee's own employees to which the Lessee might otherwise be immune under Title 51 RCW, because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of Lessee's performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of the Lessee, its agents, employees, representatives or assigns. This provision shall be inapplicable to the extent such damage or injury is judicially found to be caused by the negligence of the City. This provision waiving immunity for claims arising out of Title 51 RCW was specifically negotiated by the parties.

B. City covenants not to bring suit against Lessee and hereby agrees to defend, indemnify, and hold harmless Lessee, its directors, officers, employees and agents from and against any and all liability, loss, costs, damage, and expense, including costs and attorney fees in defense thereof, and including claims by the Lessee's own employees to which the City might otherwise be immune under Title 51 RCW, because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the City's performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of the City, its officers, employees, agents and volunteers. This provision shall be inapplicable to the extent such damage or injury is judicially

found to be caused by the negligence of Lessee. This provision waiving immunity for claims arising out of Title 51 RCW was specifically negotiated by the parties.

C. Lessee assumes the risk of damage to its facilities located in the City's public ways, rights-of-way, easements, and property from activities conducted by the City, its officers, employees, agents, and volunteers, except for damage caused by the City's negligence or willful misconduct. The Lessee releases and waives any and all claims against the City, its officers, employees, agents, and volunteers for damage to or destruction of the Lessee's facilities except to the extent any such damage or destruction is caused by the negligent, grossly negligent or willful and malicious action of the City, its officers, employees, agents, or volunteers.

31. CONSTRUCTION AND COMPLETION BOND. A performance bond written by a corporate surety acceptable to the City equal to at least one hundred percent (100%) of the estimated cost of constructing the Lessee's telecommunications facilities within the public ways of the City or upon the Premises shall be deposited in the event construction is commenced.

A. Except as provided below, the construction bond shall remain in force until sixty (60) days after substantial completion of the work, as determined by the City, including restoration of public ways and other property affected by the construction.

B. The construction bond shall guarantee, to the satisfaction of the City:

- (1) Timely completion of construction;
- (2) Construction in compliance with applicable plans, permits, technical codes, and standards;
- (3) Proper location of the facilities as approved by the City;
- (4) Restoration of the public ways and other public or private property disrupted, damaged, or otherwise affected by the construction. The construction bond shall warrant said restoration work for a period of one (1) year;
- (5) The submission of 'as-built' drawings after completion of the work as required by this Chapter; and
- (6) Timely payment and satisfaction of all claims, demands, or liens for labor, material or services provided in connection with the work.

32. ASSIGNMENTS OR TRANSFERS OF LEASE. Ownership or control of the Lease may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the Lessee, by operation of law or otherwise, without the

prior written consent of the City, which consent shall not be unreasonably withheld or delayed, except as expressed by ordinance and then only on such reasonable conditions as may be prescribed therein. Notwithstanding the foregoing, Lessee may assign this Lease at any time to any of Lessee's partners or affiliates upon prior written notice to City.

A. No Lease shall be assigned or transferred in any manner within twelve (12) months after the initial grant of the Lease, unless otherwise provided.

B. The Lessee and the proposed assignee or transferee of the telecommunications facilities system shall provide and certify the following information to the City not less than sixty (60) days prior to the proposed date of transfer:

- (1) Complete information setting forth the nature, terms, and conditions of the proposed transfer or assignment;
- (2) All information required of a lease applicant pursuant to Section 4 with respect to the proposed transferee or assignee; and
- (3) Any other information reasonably required by the City.

C. No transfer shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to own, hold and operate the telecommunications facility pursuant to this Lease.

D. Unless otherwise provided in this Lease, the Lessee shall reimburse the City for all direct and indirect costs and expenses reasonably incurred by the City in considering a request to transfer or assign this Lease. No approval shall be deemed approved until all such costs and expenses have been paid.

E. Any transfer or assignment of the Lease, telecommunications facilities system, or integral part of a system without prior written approval of the City under this Section or pursuant to the Lease shall be void and is cause for revocation of the lease.

F. Lessee shall make no assignment or transfer of this Lease without obtaining the written consent of City, which consent shall not be unreasonably withheld.

33. TRANSACTIONS AFFECTING CONTROL OF LEASE. Any transactions which singularly or collectively result in a change of fifty percent (50%) or more of the ownership or working control of the Lessee, of the ownership or working control of the telecommunications facility, of the ownership or working control of affiliated entities having ownership or working control of the Lessee or of a telecommunications facility, or of control of the capacity or bandwidth of the Lessee's telecommunication system, facilities or substantial parts thereof, shall be considered an assignment or transfer requiring City approval pursuant to Section 32 hereof. The Lessee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party of control of Lessee's company. Every change,

transfer, or acquisition of control of a Lessee's company shall cause a review of the proposed transfer, change, or acquisition. In the event that the City adopts a resolution or other appropriate order denying its consent and such change, transfer or acquisition of control has been effected, the City may cancel the Lease. Approval shall not be required for mortgaging purposes or if said transfer is from the Lessee to another person or entity controlling, controlled by, or under common control with the Lessee.

34. REVOCATION OR TERMINATION OF LEASE. The Lease granted by the City to use or occupy public ways of the City or City property may be terminated for the following reasons:

- A.** Lessee's construction or operation in the City or in the public ways of the City or upon City property without proper City authorization;
- B.** Lessee's construction or operation at an unauthorized location;
- C.** Unauthorized substantial transfer of control of the Lessee;
- D.** Unauthorized assignment of Lease;
- E.** Unauthorized sale, assignment, or transfer of the Lease, the Lessee's assets, or a substantial interest therein;
- F.** Misrepresentation by or on behalf of the Lessee in any written statement upon which the City relies in making the decision to grant, review or amend said Lease;
- G.** Abandonment of telecommunications facilities in the public ways or upon City property;
- H.** Failure to relocate or remove facilities as required in this Lease;
- I.** Failure to pay taxes, compensation, fees or costs when and as due the City;
- J.** Insolvency or bankruptcy of the Lessee;
- K.** Failure to construct or operate in accordance with approved permits; and
- L.** Violation of any material provision or term of this lease.
- M.** The Federal Communications Commission or its successor entity determines that the telecommunications facilities installed on the Premises are hazardous to health or safety.

35. NOTICE AND DUTY TO CURE. In the event that either party is in violation of or defaults under the provisions of the Lease, the party in default shall be given written notice of the apparent violation, default, or non-compliance, providing a short and concise statement of the nature and general facts of the violation, default, or non-compliance, and providing a reasonable period of time not exceeding sixty (60) days to cure the violation.

36. STANDARDS FOR REVOCATION OR LESSER SANCTIONS. If the City determines that the Lessee willfully violated or failed to comply with any of the provisions of this Lease, after notice is given the Lessee by the City under the provisions of this Lease, then the Lessee shall forfeit all rights conferred hereunder and the Lease may be revoked or annulled by the City. The City may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to pursue other remedies and to recover damages and costs incurred by the City by reason of the Lessee's failure to comply.

37. NOTICE OF ENTRY ON PRIVATE PROPERTY. At least twenty-four (24) hours prior to entering private property or streets or public easements adjacent to or on such private property to perform permitted new construction or reconstruction, a notice indicating the nature and location of the work to be performed shall be physically posted, at no expense to the City, upon the affected property by the Lessee. A door hanger may be used to comply with the notice and posting requirements of this Section. The Lessee shall make a good faith effort to comply with the property owner/resident's preferences, if any, on location or placement of underground installations (excluding aerial cable lines utilizing existing poles and existing cable paths), consistent with sound engineering practices. Provided, however, that nothing in this Lease shall permit the Lessee to unlawfully enter or construct improvements upon the private property or premises of another. In every situation, Lessee must obtain permission of the private property owner prior to entry onto private property.

38. SAFETY REQUIREMENTS. The Lessee, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall install and maintain and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public and/or workers. All structures and all lines, equipment, and connections in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the Premises, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair. The City reserves the general right to see that the telecommunications facility of the Lessee is constructed and maintained in a safe condition. If a violation of the National Electrical Safety Code or other applicable regulation is found to exist by the City, the City will, after discussions with the Lessee, establish a reasonable time for the Lessee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself, or have them made, and collect all reasonable costs thereof from the Lessee.

39. LIENS. Lessee shall not permit any lien to be imposed upon the Premises as a result of work done by or on behalf of the Lessee and shall indemnify and hold the City harmless against any and all expenses, including reasonable attorney's fees and court costs, in connection with any such lien.

40. MISCELLANEOUS.

- A.** This agreement shall be governed by the laws of the State of Washington.
- B.** The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.
- C.** Each party agrees to furnish the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.
- D.** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by both parties.
- E.** If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker.
- F.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- G.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, to the address of the respective parties set forth below:

CITY:

City of Shoreline
Attn: Director, Parks, Recreation and Cultural Services
17500 Midvale Avenue North
Shoreline, WA 98133-4905

LESSEE:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SA1304 ____; Cell Site Name: Twin Ponds Park_ (WA)
Fixed Asset #: _ 12918950_____

575 Morosgo Drive NE
13F, West Tower
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Re: Cell Site #: SA1304 ____; Cell Site Name: Twin Ponds Park ____
Fixed Asset #: _ 12918950_____

208 S. Akard Street
Dallas, TX 75202

The individuals identified in this paragraph shall be the specific point of contact for each party regarding all topics. Any change to this point of contact shall be delivered to the other party in writing by certified or registered mail, return receipt requested.

41. ENVIRONMENTAL. City represents that the Premises have not been used for the generation, storage, treatment or disposal of hazardous materials, hazardous substances or hazardous wastes. In addition, City represents that no hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks are located on or near the Premises. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement for entering into this Lease. Lessee may conduct soils testing on the Premises.

42. NONDISCRIMINATION. Lessee shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status or disability, except employment actions based on a bona fide occupational qualification.

LESSEE:

Lessee:

Date: _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

CITY OF SHORELINE

Date: _____

Debbie Tarry, City Manager

APPROVED AS TO FORM:

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2014, personally appeared _____, the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of _____
Residing at _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this _____ day of _____, 2014, personally appeared Debbie Tarry to me known to be the City Manager of the City of Shoreline, a municipal corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington
Residing at _____
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

TO BE PROVIDED

EXHIBIT B

LESSEE'S FACILITIES

TO BE PROVIDED

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Sign the Interlocal Agreement between the SCORE Jail and the City of Shoreline for Jail Services through December 31, 2019
DEPARTMENT:	CMO
PRESENTED BY:	Scott MacColl, Intergovernmental Relations
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Shoreline is no longer able to utilize the Snohomish County jail as our primary booking and housing facility for Shoreline misdemeanants. Since 2010, Shoreline has primarily utilized the Snohomish County Jail for booking and housing Shoreline misdemeanants, and utilized the King County Jail as a backup and for warrants booked by other law enforcement agencies. Shoreline had 'no minimum bed' contracts with Snohomish County (through 2016) and King County (through 2020), meaning we only pay for the beds we use but there are no guaranteed beds.

Unfortunately, the City received notice late last year that the Snohomish County Jail was running out of room; they officially cancelled the contract as of May 5, 2014. Since receiving notice, the City began the transition out of the Snohomish County jail and began to book solely at the King County Jail. As of May, the City has been solely booking at King County and could continue as we have a contract through 2020. However, costs at King County are prohibitively high and continued usage of their jail as a primary booking and holding facility is not financially sustainable. Staff has therefore negotiated a draft contract with the South Correctional Entity (SCORE) to use as the City's primary booking facility and misdemeanor housing facility.

The SCORE contract tentatively begins on September 1, 2014 and runs through the end of 2015 with two two-year extensions. This allows for a short term 16 month contract to make sure SCORE will work both operationally and financially, and to see if other contracting options are available during that period. If using the jail as the primary booking and housing facility works well, we can extend for another two two-year periods through 2019 to provide some mid-term certainty.

The draft contract includes a bed guarantee and a 25% cap above the guarantee to still retain the lower guaranteed bed rate. If our yearly bed days exceeds the 25% cap, we would then pay the higher rate for all beds above the bed guarantee. To ensure that we stay within the 25% cap, the draft agreement includes guaranteeing 35 beds (43 beds total), meaning we pay for 35 jail bed days regardless of whether or not they are

used and can use up to 43 beds to retain the lower bed rate. Based on staff projections, 35 beds is the appropriate number to meet our misdemeanor population demand without paying for unused beds.

RESOURCE/FINANCIAL IMPACT:

The 2014 Jail Budget is \$1.337 million, but is projected to be over budget by years' end by \$700,000 to \$800,000. The proposed SCORE contract would bump the City's 2015 Jail budget to approximately \$1.5 million. However, without signing a new contract with SCORE, the City would continue to solely utilize the King County Jail at a projected 2015 cost of a minimum of \$2.2 million.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to sign the Interlocal Agreement with SCORE for jail services.

Approved By: City Manager _____ City Attorney _____

INTRODUCTION

The Snohomish County Jail cancelled the City's existing contract due to lack of space in May of 2014. The jail notified the City last fall that they may run out of space, and that we would no longer be able to book into their facility. During the budget discussions last fall, Council requested that staff review options for jail bed space in the event the Snohomish County jail contract was terminated.

Since the King County Jail is prohibitively expensive as a long term jail option, staff has analyzed alternative options for a primary booking and misdemeanor housing facility. Staff has pursued a contract with the South Correctional Entity (SCORE) in Des Moines, to be the City's primary booking and misdemeanor housing facility (Attachment A - *Draft SCORE Jail Services Interlocal Agreement*).

As staff is still finalizing the proposed Interlocal Agreement with SCORE Jail staff, attached to this staff report is a substantially complete version of the contract. However, the proposed agreement may change once it has been finalized. The final agreement will replace the version attached to this staff report when that occurs.

BACKGROUND

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. Since the City does not own or operate our own municipal jail, we contract for that service. The City solely contracted with the King County Jail for a number of years after incorporation until 2002, when King County's jail projections identified they would run out of space for municipal prisoners by 2008. To manage their jail space, King County asked cities to find alternatives to the King County jail in the interim and to figure out their own long term solutions for after 2008.

For a time, the City was part of a King County cities coalition that jointly contracted with Issaquah Municipal Jail (as the drop off point) and the Yakima County Jail to house prisoners while looking at long term options. The City utilized Issaquah as the primary booking facility and guaranteed 18 beds at Yakima County for longer term misdemeanants (both pre and post trial). The City also continued a no minimum bed contract with the King County Jail as the backup booking facility to book warrants from other jurisdictions and to book some prisoners that couldn't be booked at the Issaquah Jail (prisoners with significant medical issues).

At that time, the south King County cities decided to form their own entity and build a municipal jail to house their misdemeanants. This effort led to the building of the SCORE facility, which means that these cities are no longer King County Jail users. The remaining larger cities in King County formed the North East Cities (NEC) coalition to determine long-term jail options. The NEC, which included the City of Seattle, conducted an extensive jail siting process to house misdemeanants for all NEC members. However, the NEC siting process concluded that siting, building and operating a misdemeanor facility is prohibitively expensive. As the largest NEC city, Seattle signed a long-term agreement with King County (through 2030) to book and house their misdemeanor prisoners with King County, and to contribute capital dollars to expanding the Norm Maleng Regional Justice Center (MRJC) in Kent if/when the

need arises. All King County cities were offered the same contract; however for Shoreline, solely utilizing King County was not financially feasible in the long-term (despite slightly lower booking/bed rates for guaranteeing beds long term).

Alternatively, Shoreline began exploring other contracting options, such as SCORE and Snohomish County, and in 2010 signed a no minimum bed contract with Snohomish County through 2016 to be the City’s primary booking facility. However, the City opted to continue a no minimum bed contract with King County as a backup facility and extended that contract through 2020 to have the option to ‘buy in’ at the time King County decides to expand their facilities as a potential long-term solution (if expansion occurs).

From 2010 through the first quarter of 2014, Shoreline booked all City misdemeanors into the Snohomish County Jail, and we utilized the King County Jail primarily as a backup and for warrants booked by other jurisdictions. However, both contracts are a 'no bed minimum contract', meaning we don't guarantee any bed space and we utilize on a space available basis.

DISCUSSION

Prior to contracting with Snohomish County, the City purchased guaranteed bed days at the Yakima County Jail; however, there were numerous periods where the City was paying for unused beds due to a variety of factors. In past discussions with Council, staff laid out short, medium, and long-term jail options for council consideration. The Snohomish County option was presented as a ‘medium-term’ option to get us through 2016 at least, and if it was going well, to possibly extend through 2020 to coincide with the King County contract and the presumed future regional discussion on how to address long-term jail bed housing needs. Those contracts were on a space available basis to retain future flexibility and to ensure we aren't paying for unused beds.

Through 2013, the City utilized Snohomish County exclusively, and King County was only utilized when another jurisdiction booked a Shoreline warrant. However, the City began transitioning booking out of the Snohomish County Jail since being notified of booking restrictions, which means that the City has been booking solely at King County for the majority of 2014 to date. Due to King County being a more expensive option, jail costs have risen dramatically in 2014. Table 1 below shows the year-to-date total jail costs for 2013 vs. 2014:

Table 1: Year-to-date Jail Costs for 2013 & 2014

	2013	2014
King County Jail (through May)	\$25,055	\$786,897
Snohomish County Jail (through June)	\$586,474	\$130,058
Total	\$611,529	\$916,955

As a result, staff anticipates that the City will exceed the 2014 Criminal Justice budget of \$1.337 million between \$1.75 million and \$1.82 million on jail housing days (plus an additional approximately \$200,000 on King County booking and medical ala carte fees)

depending on the percentage of inmates that are housed at King County for the months of September through December vs. another less expensive option.

Analysis

Staff analyzed multiple jail bed housing solutions, including maintaining the status quo, contracting out of county, booking in the King County Jail (due to the closer proximity) and then housing in SCORE, and utilizing SCORE as the primary booking and housing facility.

Out of County Contracting (Short Term)

Staff initially considered contracting out of county with the Yakima County Jail, but dismissed that alternative for a variety of reasons. In order to utilize that facility, we would also need to contract with the Issaquah Municipal Jail (IMJ) as the transfer facility to get prisoners to Yakima. This would also serve as the City's booking facility, as booking into Yakima directly is not possible. However in the past, operationally, many prisoners were still booked in King County as the IMJ turned away prisoners they felt they weren't equipped to handle (such as those defendants with medical or mental health needs). Logistically, the distance to Yakima County meant that many prisoners weren't in jail pre-disposition long enough to transport over, and the City wound up paying for unused beds at Yakima and higher cost beds at King County. Staff also doesn't believe guaranteeing beds at Yakima County would be a good option, and the jail plan would still rely heavily on King County as a booking and housing facility. Therefore, this would be a short term solution at best. Also, previous Shoreline Councils expressed concern with the distance and the ability for prisoners' families to visit them.

In-County Contracting

Therefore, the analysis pointed toward signing a contract with an in-County jail provider, likely the SCORE facility, and potentially guaranteeing beds to ensure that we have bed space for at least enough time to determine if there are other alternatives available. Also, the guaranteed bed rate for SCORE, while much higher than Snohomish County, is significantly less expensive than the SCORE non-guaranteed bed rate or the King County Jail rate (see Table 2 below).

Table 2 – Comparative Jail Daily Rates

Jail Daily Rates	2014	2015 Est.
King County Jail	\$141.88	\$144.01
SCORE Jail Guaranteed Bed	\$90	\$97
SCORE Jail Non-Guaranteed Bed	\$135	\$135
Snohomish County	\$66.63	N/A

Due to the fluctuating nature of Shoreline's prisoner bed days throughout the year (e.g. lower in winter and higher in summer), the draft SCORE contract includes a 25% inflator over the guaranteed beds whereby a city can house up to 25% over their guarantee for the year and still receive the guaranteed bed rate (See Table 2 above). However, once the bed days surpasses the 25%, the City is billed the non-guaranteed rate for all beds above the guarantee. This is significant incentive to find the 'sweet spot' where we are

using our guaranteed beds (e.g. not paying for unused beds) but not under estimating and surpassing the 25% guarantee (and bumping up to the \$135 per day rate).

Therefore, the options below consider how many bed days to guarantee at SCORE to find the 'sweet spot' financially, logistically, and operationally.

Option 1 – Maintain the Status Quo (Book and House at King County)

This options functions as the current base alternative, where the City continues to book and house all misdemeanants at the King County Jail and the City signs a no bed minimum contract with SCORE as a backup to King County. This option is operationally and logistically the most convenient; however, given that the City is projected to exceed the 2014 criminal justice budget by up to \$800,000, this is the most expensive option. Additionally the projections below are for bed days only and do not include booking fees or King County ala carte medical fees (these fees account for upwards of \$200,000 in additional costs for 2014 to date).

Table 3 - 2015 Projection (0 SCORE beds guaranteed)

Facility	Activity	%	Cost	%
King County*	15,150	100.0%	\$ 2,181,752	100.0%
SCORE Guaranteed	0	0.0%	\$ -	0.0%
SCORE Guaranteed (+25%)	0	0.0%	\$ -	0.0%
SCORE Non-Guaranteed	0	0.0%	\$ -	0.0%
Total Jail Services	15,150	100.0%	\$ 2,181,752	100.0%

*Comparison is for jail bed days only and does not include the King County booking fee or ala carte costs for services such as psychiatric services or one on one guarding.

Option 2 - Book at King County and House at SCORE

This option continues the practice of booking at King County, and then moving prisoners to SCORE for housing, both pre and post trial. This option considers that SCORE would be the primary housing facility and the City would buy 25 guaranteed beds to ensure a lower bed rate.

While this option would be operationally convenient to continue to book at King County, we would need to transport prisoners on a regular basis between the facilities. This either requires the Shoreline Police to transport prisoners, or SCORE Jail staff to provide this transport. If it is the latter, SCORE would add \$5 to the daily rate (for 2014, from \$90/day to \$95/day). Additionally, the cost projections below are for the jail bed days only and don't account for King County booking and ala carte medical costs.

Table 4 - 2015 Projection (25 SCORE beds guaranteed)

Facility	Activity	%	Cost	%
King County*	4,545	30.0%	\$ 654,525	40.7%
SCORE Guaranteed	9,125	60.2%	\$ 885,125	52.6%
SCORE Guaranteed (+25%)	1,480	9.8%	\$ 143,560	8.5%
SCORE Non-Guaranteed	0	0.0%	\$ -	0.0%
Total Jail Services	15,150	100.0%	\$ 1,683,210	100.0%

*Comparison is for jail bed days only and does not include the King County booking fee or ala carte costs for services such as psychiatric services or one on one guarding.

Option 3 – Book and House at SCORE

This option is the least cost alternative, and utilizes SCORE solely as our booking and housing facility. This option retains King County as a backup booking and housing facility for other jurisdictions booking a Shoreline warrant (e.g. Seattle Police will not transport to SCORE to book; they will only book at King County). While operationally less convenient than the King County jail, SCORE has a full medical staff and has video court already in place with the King County District Court system.

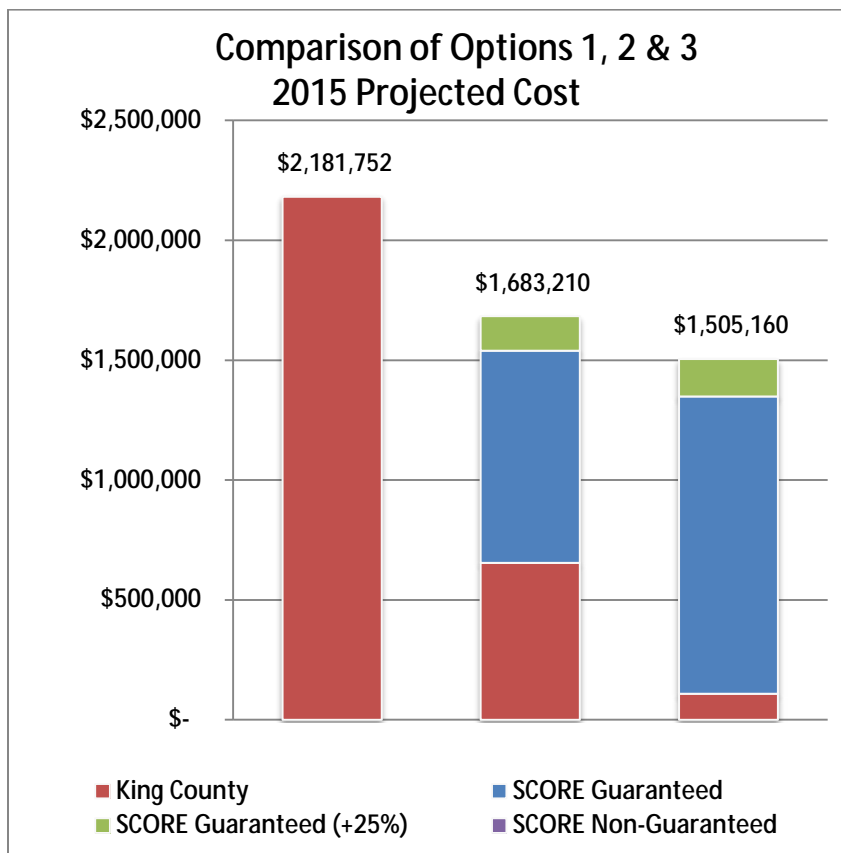
Additionally, SCORE has no booking fee and medical costs are covered as part of the daily bed rate (as opposed to King County's booking fee and ala carte medical costs).

Under this option, the City would guaranteed 35 beds (with a 25% over guarantee number of 43 beds) to ensure that we receive the guaranteed bed rate for all misdemeanor prisoners. This also assumes a 5% or lower usage rate at King County for other jurisdictions booking Shoreline warrants. Due to the relatively low number, Shoreline Police would be responsible for transferring prisoners from King County to the SCORE facility for housing.

Table 5 - 2015 Projection (35 SCORE beds guaranteed)

Facility	Activity	%	Cost	%
King County	758	5.0%	\$ 109,088	7.2%
SCORE Guaranteed	12,775	84.3%	\$ 1,239,175	82.3%
SCORE Guaranteed (+25%)	1,618	10.7%	\$ 156,898	10.4%
SCORE Non-Guaranteed	0	0.0%	\$ -	0.0%
Total Jail Services	15,150	100.0%	\$ 1,505,160	100.0%

The cost comparisons for these three jail options is as follows:



Draft SCORE Contract

The draft SCORE contract to be the City's primary booking and housing facility for Shoreline misdemeanor prisoners initially runs through 2015. The 16-month contract allows for a trial period to ensure that it works both operationally and financially. This length term also allows the City the ability to ensure jail space while also continuing to explore alternatives, such as potentially returning to the Snohomish County Jail or finding another facility. The contract includes two two-year extensions, which would potentially extend the term through 2019. That timeframe coincides with the potential regional discussion on regional jail beds beginning around 2018.

The draft contract includes a bed guarantee and a 25% cap above the guarantee to still retain the lower guaranteed bed rate. If our yearly bed days exceeds the 25% cap, we would then pay the higher rate for all beds above the bed guarantee. To ensure that we stay within the 25% cap, the draft agreement includes guaranteeing 35 beds (43 beds total), meaning we pay for 35 jail bed days regardless of whether or not they are used and can use up to 43 beds (on average) to retain the lower bed rate. Based on staff projections, 35 beds is the appropriate number to meet our misdemeanor population demand without paying for unused beds, yet not exceeding the 25% cap and paying a higher bed rate for beds above the cap.

The contract would begin September 1st, 2014 to allow for time for staff to set up and finalize video court operations with the District Court and to a sign public defender contract for the first appearance calendar.

RESOURCE/FINANCIAL IMPACT

The 2014 Jail Budget is \$1.337 million, but is projected to be over budget by years' end by \$700,000 to \$800,000. The proposed SCORE contract would increase the City's 2015 Jail budget to approximately \$1.5 million. However, without signing a new contract with SCORE, the City would continue to solely utilize the King County Jail at a projected 2015 cost of a minimum of \$2.2 million.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to sign the Interlocal Agreement with SCORE for jail services.

ATTACHMENTS

Attachment A: *Draft* SCORE Jail Services Interlocal Agreement (this Interlocal Agreement is substantially complete but will be replaced with the final agreement prior to the Council meeting)

AGREEMENT FOR INMATE HOUSING -- 2014

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the City of Shoreline, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City"), and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE for the purpose of being housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

1. Purpose and Term. The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the September 1, 2014 through December 31, 2015.

2. Definitions.

Business Day – Monday through Friday excluding SCORE observed holidays.

Committing Court – the court that issued the order or sentence that established the City's custody of a City Inmate.

Credit for Time Served – credit authorized by the sentencing court against the number of calendar days to be served in confinement.

Detainer – a legal order authorizing or commanding another agency a right to take custody of a person.

City Inmate – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

Good Time – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

Inmate – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

Member City – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

Policies – shall refer to the SCORE Custody Manual, as adopted by SCORE on September 1, 2012, as amended from time to time.

Procedures – shall refer to common practices within SCORE, reflective of Policies that have been adopted by SCORE.

SCORE Facility – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

Specialty Housing – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

3. General Provisions. SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates pursuant to SCORE Policies and Procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return City Inmate. To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide written notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

5. Inmate Transport. The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. The City will also designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable to SCORE and the City.

6. Inmate Medical Records. Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

7. Inmate Personal Property. SCORE shall accept City Inmate personal property in accordance with **Attachment B – Personal Property**, and shall be responsible only for City Inmate personal property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE Policies and Procedures and in the same manner it holds and handles personal property of other Inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to process the City Inmate's personal property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate personal property according to the provisions of **Attachment B – Personal Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.

8. Booking. City Inmates shall be booked pursuant to SCORE's booking Policies and Procedures, adopted September 1, 2012 and modified as necessary.

Pursuant to RCW 70.48.130, and as part of the booking Procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including

insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

9. Classification. City Inmates shall be classified pursuant to SCORE's classification Policies and Procedures, and within the sole discretion and judgment of SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

10. Housing. City Inmates shall be assigned to housing pursuant to SCORE's Policies and Procedures, and within the sole discretion and judgment of SCORE.

11. Inmate Work Programs. SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's Policies and Procedures and within the sole discretion and judgment of SCORE.

12. Health Care. SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

City Inmates shall be responsible for co-payment for health services according to SCORE Policy. The City shall not be responsible to SCORE for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible for promptly notifying SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, most pharmaceuticals, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceutical prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. Lack of prior notice shall not excuse the City from financial responsibility for outside medical expenses, and shall not be a basis for imposing financial responsibility for outside medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services at a rate of \$65 per hour.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

13. Inmate Discipline. SCORE shall discipline City Inmates according to SCORE Policies and Procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the

imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from the SCORE Facility. Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may “borrow” a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the City Inmate’s emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

17. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate’s account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate’s account that is not subject to charges that are the sole responsibility of the City Inmate, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE’s contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits arising from such a system.

18. Detainers. Inmates in a “Detainer” status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers**.

19. Releases. Inmates will be released in accordance with **Attachment F – Inmate Release**.

SCORE shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

20. Jail Sentence Calculations. SCORE will award Good Time credits for Inmates in custody in accordance with state law and any Policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

21. Release of Holds and Court Appearances. If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use

the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

22. Escape. If a City Inmate escapes SCORE's custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

23. Death. If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody of the City Inmate's body and shall be responsible for the final disposition of the body consistent with their procedures in effect at that time.

Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

24. Reporting Requirements. SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

25. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates' records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

26. Technology. SCORE and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of SCORE.

27. Bed Rate. In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

2014 Guaranteed Bed Rate: **\$90**

The City hereby selects to guarantee 35 beds for the 2014 term of this Agreement.

The City declines to guarantee beds and will pay the Non-Guaranteed bed rate. _____.

2015 Non-Guaranteed Bed Rate: **\$135**

2015 Guaranteed Bed Rate: **\$97**

The City hereby selects to guarantee 35 beds for the 2015 term of this Agreement.

The City declines to guarantee beds and will pay the Non-Guaranteed bed rate. _____.

If the City and SCORE mutually agree to extend the agreement as per Section 32 of this agreement, the City will have an opportunity to adjust the guaranteed bed quantity prior to July 1, of the preceding year for the next calendar year. Should the City exceed the guaranteed bed usage by more than 25% over an annual reconciliation, the City agrees to pay any additional fees as negotiated in a billing addendum.

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

28. Specialty Housing Surcharge. Should the City have Inmates that are in speciality housing for more than 24 hours, SCORE may charge a housing surcharge of \$50 for each and every calendar day.

29. Billing and Payment. SCORE shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 calendar days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed on charges from multiple agencies will be divided equally among those agencies.

30. Billing and Dispute Resolution. Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 calendar days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 calendar days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

31. Operations Board Representatives. In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

32. Duration of Agreement. The duration of this Agreement shall be from Septmeber 1, 2014, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2015 unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be

renewed for two – two year periods by written addendum under terms and conditions acceptable to SCORE and the City.

33. Independent Contractor. In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

34. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate personal property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate personal property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and SCORE in connection with or incidental to the performance or non-performance of the City's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

35. Insurance. SCORE and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

36. Termination.

A. **Mutual Agreement:** This Agreement may be terminated by either party with 90 calendar days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. **Imperiling Conditions:** The City shall have the right to terminate this Agreement where: 1) The City in its sole discretion has determined that conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 calendar days after SCORE receives the City's notice. Termination pursuant to this section 34.B shall be effective if and when: 1) after at least 45 calendar days, SCORE has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 calendar days, unless the parties agree in writing to a longer cure period.

37. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

38. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

39. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

40. Non-Waiver. The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

41. Severability. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and SCORE, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

43. Approval. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the King County Auditor pursuant to RCW 39.34.040.

44. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after September 1, 2014 and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall be deemed to exist or bind any of the parties hereto or otherwise affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and mutually agreed to by both parties. Any changes or additions which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

This Agreement may be executed in any number of counterparts.

45. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent via U.S. Mail or hand-delivered to the parties to their addresses as follows:

TO CONTRACT AGENCY:

TO SCORE: Director
20817 17th Avenue South
Des Moines, Washington 98198
Phone: (206) 257-6200
Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

SIGNATURE BLOCKS	
Agency: _____	South Correctional Entity
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A
MEDICAL ACCEPTABILITY

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 calendar days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

ATTACHEMENT B
PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products or food products in packaging that has been opened.
 - c) Any type of weapon (includes pocket knives).
 - d) Liquids.
 - e) Helmets or any kind.
 - f) Any items that will not fit into the property bag.
 - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the City according to these criteria.

ATTACHMENT C
CLASSIFICATION

The City shall supply SCORE with the following Classification related information, if known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

ATTACHMENT D
BORROWING

One contracting agency may “borrow” another contracting agency’s Inmate as follows:

1. If a contracting agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE’s facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

ATTACHMENT E

WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
 - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
 - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
 - d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have local charges and are subject to Immigration and Custom Enforcement (ICE) detainers shall not be held after the resolution of local charges.

ATTACHMENT F

INMATE RELEASE

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or closest Member City of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
 - a) Choose to remain in custody, by signing written waiver, and return to City, or closest Member City by the regularly scheduled transport.
 - b) Be released to a family member or friend with confirmed transportation.
 - c) Be released via private taxi.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Shoreline Veteran’s Recognition Memorial at City Hall
DEPARTMENT:	Parks, Recreation, and Cultural Services
PRESENTED BY:	Dick Deal, PRCS Director Dwight Stevens, Shoreline Veteran’s Association
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing <input type="checkbox"/> Discussion

ISSUE STATEMENT:

Five years ago a group of Shoreline Veterans came together to create the Shoreline Veteran’s Association (SVA) with the intent of creating an event on Veteran’s Day in Shoreline. For the past four years the SVA has worked with City staff to host an event in the Council Chambers at City Hall on Veteran’s Day to honor the men and women from our community who are or have been active in the military.

The SVA is now interested in creating a recognition site for veterans in Shoreline in cooperation with Post 227 of the American Legion. The proposed memorial uses a portion of the turf area just north of the Council Chamber on the City Hall campus to build a 32 foot circular brick patio with tall stones or pillars for each of the military branches and a centrally located flag base array. Attachment A to this staff report shows the location of this proposed site.

At the center of the proposed recognition site will be a flagpole that the SVA proposes would serve as the official American flag for City Hall. The existing flagpole in front of City Hall could be relocated to the recognition site or could fly a Washington flag or a flag with the City logo. The SVA requests the Council’s approval of this proposed change to the location for the American flag for City Hall and use of this portion of the City Hall campus for installation of the memorial as depicted in the attachments to this staff report.

The recognition site will be funded by donations secured by the Shoreline Veteran’s Association. Once Council approval is received, the SVA will begin an active fundraising campaign. The goal is to have funding in place by the end of 2014.

The tentative schedule for the completion of the Veteran’s Recognition Site is:

- July 2014: Proposal Presented to Council for Discussion and Approval
- August – December 2014: Fundraising Conducted
- January – February 2015: Construction Documents Finalized
- March – April 2015: Contractor Under Contract
- June – August 2015: Construction

ALTERNATIVES ANALYZED:

The SVA has evaluated other locations for a Veteran’s Recognition Site including Westminster Triangle at Fremont Avenue and Westminster Way, and Ronald Bog Park on N 175th Street. The City Hall site is the location of choice of the SVA because of ample parking, ADA accessibility, security, and access to restrooms during business hours.

FINANCIAL IMPACT:

The American Legion Post 227 will be responsible for all expenses for the design, permitting, and construction of the Veteran’s Recognition site. The City will construct the memorial under its Public Works procurement policies, and contribute project management for the contract. A \$10,000 grant has been pledged to Post 227 from King County Community Services. The Post will be responsible for raising the balance of funds for construction.

When this project is approved by the City Council, the SVA will begin an aggressive fund raising campaign to secure funds for the construction of the project and assign the King County grant. It is estimated that the cost of design, permitting, and construction will be \$75,000 - \$85,000. To date, the SVA has secured approximately \$13,000 in funds. Council is asked to approve, as part of the memorial, recognition plaques for contributed benches, the flag pole, and bricks where the names of active and retired military will be displayed.

If approved by Council, this project will be included in the 2015 – 2020 Capital Improvement Plan (CIP). However, no capital funds will be spent on this project until all project funds are received by the City.

RECOMMENDATION

Staff recommends that Council approve construction of a Veteran’s Recognition Site on the grounds of City Hall as described in this staff report provided sufficient funding is available from contributions or grants.

ATTACHMENTS:

- Attachment A – Veteran’s Recognition Site Location Map
- Attachment B – Veteran’s Recognition Site Aerial Sketch
- Attachment C – Veteran’s Recognition Site Ground Level Sketch
- Attachment D – Artist’s Rendering of Veteran’s Recognition Site Showing Scale

Approved By: City Manager **DT** City Attorney **IS**

SHORELINE CITY RECOGNITION SITE



SHORELINE CITY CENTER AERIAL PLAN 1"=100'-0"



AERIAL VIEW FROM SOUTH

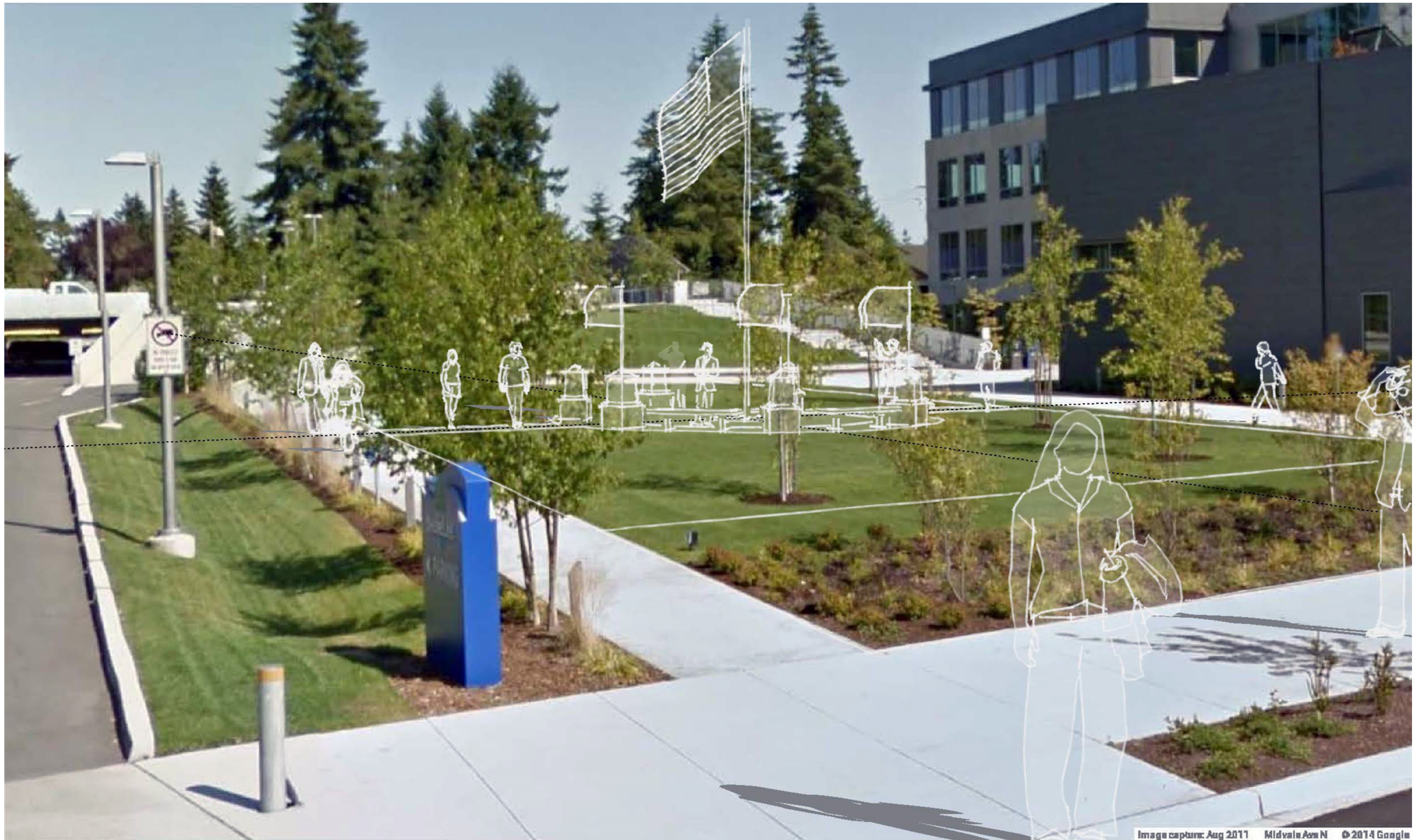
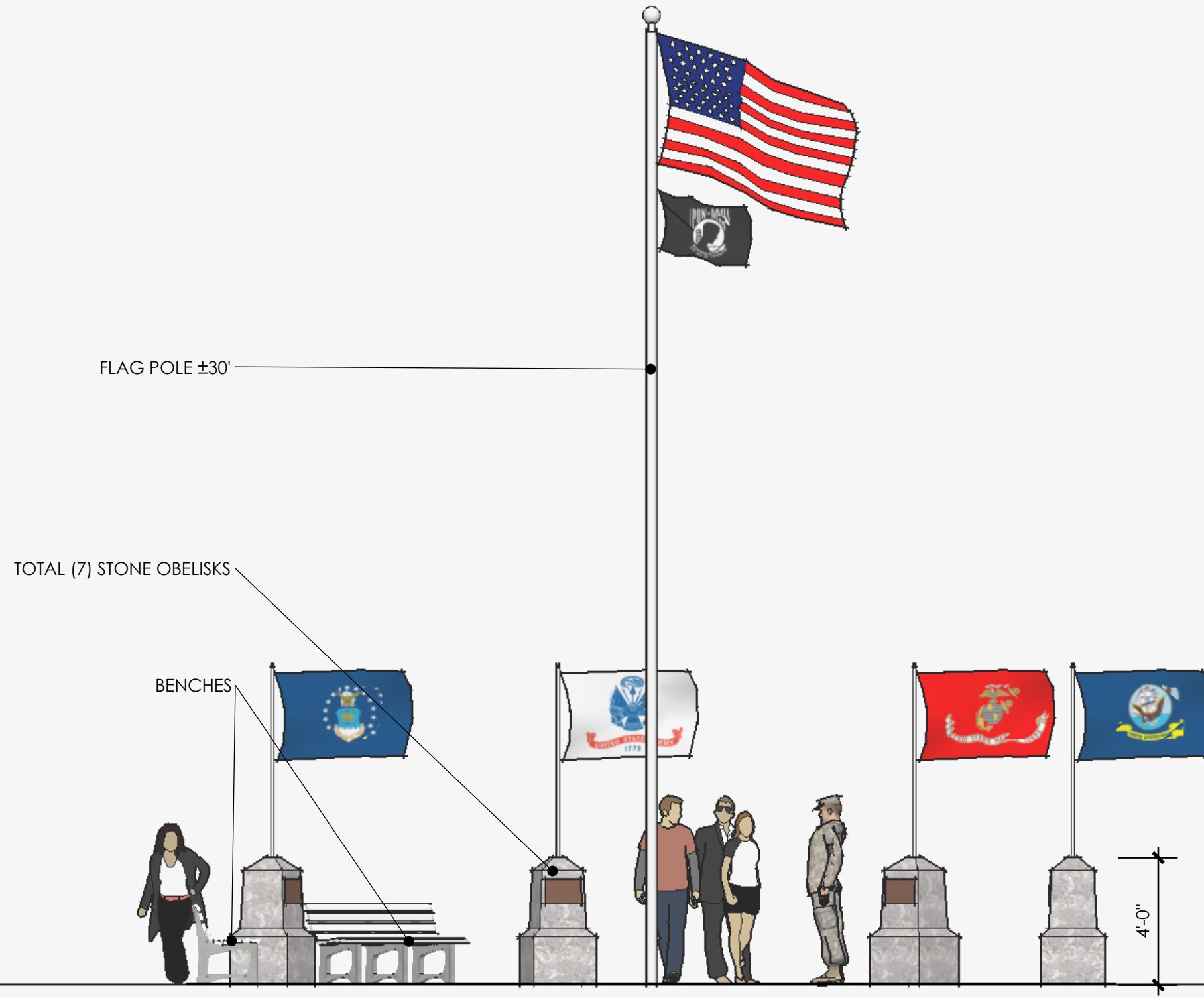


Image capture: Aug 2011 Midvale Ave N © 2014 Google
VIEW FROM MIDVALE AVE N



ELEVATION 1/4"=1'-0"