



AGENDA

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, November 30, 2015
5:45 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Design Guidelines for Sound Transit Stations in Shoreline

SHORELINE CITY COUNCIL BUSINESS MEETING

Monday, November 30, 2015
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		
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 October 26, 2015	<u>7a-1</u>	
(b) Approval of an Interlocal Funding Agreement with King County for LiDAR Acquisition	<u>7b-1</u>	
8. STUDY ITEMS		
(a) Discussion of Ord. Nos. 732 and 733 – Amendments to Title 12 Streets, Sidewalks and Public Spaces	<u>8a-1</u>	7:20
(b) Discussion and Update of Jail Services Contracts	<u>8b-1</u>	7:40
(c) Discussion and Update of Metro Long Range Plan	<u>8c-1</u>	8:10
9. ADJOURNMENT		9:05

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 OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF BUSINESS MEETING

Monday, October 26, 2015
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

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. Upon roll call by the City Clerk, all Councilmembers were present.

3. REPORT OF CITY MANAGER

John Norris, Assistant City Manager, provided reports and updates on various City meetings, projects and events.

4. COUNCIL REPORTS

Deputy Mayor Eggen reported attending the Sound Cities Association Board of Directors Meeting. He learned that a Transportation Benefit District cannot use "Good to Go" as a tolling mechanism. He also reported that United Way is reducing funding to senior services by \$1.8 million. He said the reduction negatively impacts services provided to seniors throughout King County, and that the SCA Board is considering writing a letter of concern about this matter. He announced an increase in SCA dues for next year. He also reported attending the Vision House Fundraiser. He said they are starting to build 10 more residential units for homeless mothers and children. He acknowledged Dunn Lumber for their in-kind donation of \$25,000 worth of building supplies.

5. PUBLIC COMMENT

Cathy Childs, Director of the North City Cooperative Preschool, said Shoreline families are in jeopardy of losing their early intervention and educational programs. She provided background information on the North City Cooperative Preschool. She shared that the Shoreline School District is planning on recapturing their building in June 2016 in order to meet the demands of

the City's growing K-12 population. She said their lease terminates the day before spring classes end and spoke about the ramifications on student recruitment and enrollment, and finding an alternative location. She asked Council to help them find a solution to keep the School going. She provided Council a business card, a copy of her presentation, and Shoreline Cooperative brochures.

Janet Way, Shoreline Preservation Society, read an excerpt from the Critical Areas Ordinance Development Code Regulations, 20.80.276(D)(4)(b)(v), and said in the case of Little Creek, the culvert that runs under 145th Street is illegal. She said it needs to be made passable as a condition of the acquisition of 145th Street, and be included in the Ordinance. She commented that the area around Paramount Park is a valuable wetland, that the section around 9th Place is a liquefaction zone. Both need to be protected. She stressed that there are many areas in Shoreline with steep slopes with trees on them that also need to be protected. She questioned how steep the slope is near the 145th Street Light Rail Station.

Ginny Scantlebury, Shoreline resident, commented that she understands bulkhead slopes are being included in the Critical Areas Ordinance (CAO) and pointed out that they are already covered under the Shoreline Master Program (SMP). She said that there are competing regulations in the CAO and SMP and urged Council to resolve the conflict before rendering a decision.

Richard Kink, Shoreline resident, commented that a letter was sent to the City by Nathan Beard from the Richmond Beach Preservation Society, representing 32 homeowners on 27th Avenue NW, regarding the bulkhead slope calculation. He commented that staff previously told them that the bulkhead slope would be regulated only under the SMP. He said they were recently told that it is also included in the Critical Areas Ordinance (CAO). He explained why they are proposing an edit to the CAO to exclude bulkhead slope height calculations.

6. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

7. CONSENT CALENDAR

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

(a) Minutes of Business Meeting of October 5, 2015

(b) Approval of expenses and payroll as of October 9, 2015 in the amount of \$2,360,902.88

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
Prior period check voided			14069		\$0.00
Prior period check cancelled/replaced			14055/14070		\$0.00
9/13/15-9/25/15	10/2/2015	63146-63351	14071-14089	61433-61438	\$470,943.36
Prior period adjustment	9/18/2015		14061		(\$3.47)
			14090		\$14.03
					<u>\$470,953.92</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
	1098	(Not used)
9/28/2015	1099	\$15,145.16
		<u>\$15,145.16</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
10/1/2015	61315	61328	\$46,952.09
10/1/2015	61329	61347	\$12,599.32
10/1/2015	61348	61376	\$974,570.77
10/1/2015	61377	61377	\$3,603.94
10/8/2015	61378	61407	\$750,215.76
10/8/2015	61408	61415	\$76,944.19
10/8/2015	61416	61432	\$9,917.73
			<u>\$1,874,803.80</u>

(c) Approval 2016-2025 Water Resource Inventory Area (WRIA) 8 Interlocal Agreement

(d) Approval of Amendment No. 5 to the Interlocal Cooperation Agreement Between King County and the City of Shoreline for the Acquisition of Open Space Through the Conservation Futures Tax Levy Program

8. STUDY ITEMS

(a) Discussion of the Proposed 2016 Budget - Continued Department and CIP Presentation

Ms. Lane recalled that the 2016 Proposed Budget is available on the City's website, at Shoreline Libraries, and at City Hall. She provided an overview of the Budget and CIP Review Schedule and Citywide budget increases for COLA, Personnel Benefits, and Budget Scrubbing.

Ms. Lane stated that the Public Works General and Street Funds proposed budget is \$4,371,302 and has an FTE count of 18.79. She said there is a 2% decrease from 2015.

Randy Witt, Public Works Director, reviewed services provided by the Operations, Engineering, and Transportation Divisions. He said 2016 ongoing budget requests are two full time positions, a Capital Projects Manager II and an Administrative Assistant II, and Street Operations Extra Help. He said one-time requests are for On-Call Professional Services, and American with Disabilities Act Transition Planning.

Ms. Lane stated the Surface Water Utility Fund proposed budget is \$6,835,663 and has an FTE count of 12.62. She said it includes Operating Programs and Capital Projects and represents an increase of \$600,050. She noted that the primary source of revenue is surface water utility fees. She said that there is a proposed fee increase of 4% for 2016 that is incorporated in the Surface Water Master Plan and covers debt service costs. She also pointed out that commercial credit fees are being phased out and that the School District's credit expires this year.

Mr. Witt said one-time budget requests include Professional Services for the National Pollutant Discharge Elimination System (NPDES) Phase II permit requirements, and a vehicle upgrade. He then reviewed Surface Water Capital Projects.

Deputy Mayor Eggen asked if the two Public Works FTE positions can be filled by Ronald Wastewater District (RWD) Employees. Mr. Witt responded that RWD employees will not be available until 2017. He is not sure how staff will realign but RWD employees usually do not work in an engineering capacity. Ms. Lane added that Administrative Services positions are being held to see if RWD employees can be integrated into them.

Deputy Mayor Eggen commented that businesses are getting hit with a number of cost increases and asked about the surface water commercial credit. Mr. Witt shared that he will add a response to his question in the Budget Matrix.

Tricia Juhnke, City Engineer, reviewed the 2016 Proposed Capital Improvement Program for the General Capital Fund of \$6.54 Million; the City Facilities Major Maintenance Fund of \$759,000; and the Roads Capital Fund of \$13.38 Million. She pointed out an increase in funding for the Parks, Recreation and Open Space Plan, and for Turf and Lighting Replacement Project modifications. She said the 2016 Work Plan includes the Shoreline Pool Long Term Maintenance, and then she reviewed the 2016 Capacity Construction Projects.

Councilmember McGlashan commented on there not being anything in the 2016 Proposed Budget for Richmond Beach rechannelization and pointed out that there is funding for 2017. Ms. Juhnke responded that staffing resources will not be available to work on the project until 2017.

Councilmember Roberts asked what neighborhoods will receive Bituminous Surface Treatment (BST) in 2016. Ms. Juhnke responded that the Department will be focusing on overlay projects in 2016 and that BST repairs are scheduled for 2017. She said alternating years allow staff to better plan and focus on efficiency.

Councilmember Roberts asked if sidewalk maintenance costs have decreased from previous years, and if \$500,000 is the expected annual cost for sidewalk maintenance. Ms. Juhnke responded they will have a better idea of costs when the cost analysis is completed and said she anticipates that \$500,000 will be needed just to catch up on repairs. Councilmember Roberts suggested increasing the vehicle license tax fee by \$5.00 to help build sidewalks. He said he would like to see how that increase helps the budget to address sidewalk repairs, and asked when the sidewalk prioritization discussion is scheduled to come before the Council. Ms. Juhnke responded that the plan is to have the sidewalk prioritization discussion prior to the presentation of the Transportation Improvement Plan.

Deputy Mayor Eggen said the North King County Mobility Coalition is interested in working with the City to increase mobility, that they want to participate in the Transportation Master Plan Update, and will probably be interested in the sidewalk conversation.

Councilmember Salomon asked about repairing the sidewalk on 155th Street. Ms. Juhnke responded that the sidewalk damage was caused by trees and explained that the trees need to be removed and replaced with the right trees in the right locations. Councilmember Salomon recalled the City buying a sidewalk grinder. He asked if it can be used to fix the sidewalk, to keep people from tripping, and help retain the trees. He said the trees are a signature on that corridor and removing them will create a different environment. Ms. Juhnke responded that the grinder is only good for gaps up to 2 inches and that it does not work with displacement of more than 2 inches. She said staff will look at all alternatives and said there still needs to be an acceptable grade for ADA accessibility. She added that in some places the trees are damaging the roadway and have to be removed. Councilmember Salomon asked how these projects will be funded. Ms. Juhnke responded that currently the funding is coming from the Curb, Ramp and Sidewalk Maintenance Program.

Ms. Lane reviewed the General Fund Transfers Out Balance and said it totals \$4,326,063. She then reviewed the General Reserves Ending Fund Balance by Year and said it has a balance of \$10,660,257. She noted that historically the City anticipates spending General Fund Balance and frequently does not spend as much reserves as budgeted. She then reviewed the Debt Service Funds and Other Funds.

Deputy Mayor Eggen asked if the City expects to receive \$800,000 in Federal Crime Forfeiture Funds. Ms. Lane commented that they are only budgeting for funds that they feel certain that the City is going to receive.

(b) Discussion of Critical Areas Ordinance Regulation Updates

Juniper Nammi, Associate Planner, presented the Critical Areas Ordinance Review Schedule. She explained that the five types of Critical Areas required to be regulated under the Growth Management Act (GMA) are Wetlands; Critical Aquifer Recharge Areas; Fish and Wildlife Habitat Conservation Areas, Frequently Flooded Areas; and Geologically Hazardous Areas. She explained the importance of regulating the areas and reviewed the GMA requirements for adoption. She said to remain eligible for State grant funding tied to GMA the CAO has to be adopted within 6 to 12 months of the State's deadline of June 30, 2015. She explained that all critical areas designated and functions and values are protected using Best Available Science

(BAS). She explained what BAS is and said Staff is trying to be clear about the regulations and on what is required in the reports. She shared that the CAO was reviewed by the Community, City Departments, and the Planning Commission. She shared that the Planning Commission is recommending adoption of Ordinance 723, Critical Areas Ordinance Amendments, and Ordinance 724, Related Title 20 Development Code Amendments. She stated that the Planning Commission recommended not moving forward with the Shoreline Master Program (SMP) limited amendments. She explained that the CAO Regulations adopted with the 2013 SMP will apply. She explained that new regulations will apply in Shoreline (the City proper), but not in the Shoreline (the shore near the Puget Sound) jurisdiction. Ms. Nammi then reviewed the Structure of Critical Area Regulations.

Councilmember Hall asked if the two Ordinances will change the current regulations in the Shoreline Master Program. Ms. Nammi responded that they would not.

Councilmember Salomon questioned the Planning Commission's recommendation not to ban development in high risk areas and asked how the City can be assured that even with a geotechnical report that an area is safe to develop. Ms. Nammi said that BAS must be used and that there is no certainty. She said she will provide a more detailed response later in the report.

Councilmember Roberts asked why the Planning Commission supported a delay from the adoption of the Ordinance until the regulations go into effect. Ms. Nammi responded that Staff needed more time to develop the program.

Ms. Nammi presented key changes to the CAO. She said they added critical area report standards, including triggers for third party review; updated terms used in definitions, and wording for consistency and accuracy; and reorganization to group related provisions and for subchapter consistency.

Mayor Winstead, and Councilmembers Hall and Roberts, support staff preparing amendments to make the Code clearer. Councilmember Roberts asked about the process to remove a tree from a critical area. Ms. Nammi responded that they are removed either through a permit exemption or a clearing and grading permit.

Councilmember McConnell said she is uncomfortable with making amendments to the regulations that have not gone through the Planning Commission.

Deputy Mayor Eggen asked if the City should provide an exception to allow the removal of trees without approval in the case of a clear hazard to the property. Ms. Nammi stated that this regulation has not changed and explained the process.

Ms. Nammi reviewed Title 20 Development Code CAO Chapter Amendment recommendations for the General Provisions (Subchapter 1) and Geologic Hazard Areas (Subchapter 2). Ms. Nammi explained that the Planning Commission and Staff is recommending that alteration be allowed in very high risk landslide hazard areas with additional review requirements, including a third party review, certification that criteria is met, a neighborhood meeting, a liability waiver,

and change in conditions process. She talked about the landslide hazard class revision to “moderate to high”, and the revised standards for limits of landslide areas for short steep slopes.

Deputy Mayor Eggen commented that property owners do not develop on native growth areas, but may clear the areas and plant nonnative species, and asked is there any limitations on that in the Native Growth Easement process. Ms. Nammi responded that the easement language will identify whether you can plant anything besides native plants and provide viable alternatives. Deputy Mayor Eggen asked if a site specific analysis of a landslide hazard is adequate to determine safety. Ms. Nammi replied that Staff will respond to Council with that answer.

Mayor Winstead requested a list of the recommended amendments and requested that the Ordinances be placed on the agenda as an Action Item. Mr. Norris replied that Staff will develop a list of the recommended amendments, propose amendment language, and place it under Action Items for the December 7, 2015 Council Meeting.

Councilmember McConnell asked again if the entire package should be sent back to the Planning Commission, even for one change, and said she wants to ensure that the public has the opportunity to provide input on all changes. Ms. Ainsworth-Taylor, Assistant City Attorney, responded that the entire package should be sent back to the Planning Commission and that a Public Hearing would be needed for the items that have changed. She advised that the Council has the authority to make the changes that Ms. Nammi is recommending without sending them back to the Planning Commission.

Councilmember Roberts asked if allowing structures on steep slopes will require additional staff time for permit reviews, and if there is additional liability for allowing alterations in high risk landslide areas. Ms. Nammi responded that additional staff time will be required, and said those costs are captured in the permit fees and passed on to the applicant. Ms. Nammi responded that she will follow up with a memo regarding liability.

Councilmember Salomon commented on the steep slopes in the Point Wells area and asked if it is a high risk landslide or liquefaction area, and if it poses a danger to residents. He said that it is critical to know that information and whether the City accepts that liability if the area is in the City’s jurisdiction. Ms. Nammi replied that according to City’s regulations, the area east of the railroad tracks is a steep slope and appears to be a hazardous area. She said that the area will be surveyed as part of the LiDAR Update.

Councilmember Hall commented that he is still comfortable with bringing back the amendments for changes in wording and cross referencing for Council’s consideration. He said he agrees with concerns about changing current regulations to allow development on very high landside risk areas. He said he wants Staff to prepare an amendment that retains the prohibition of development on very high landside risk areas and shared a couple of stories that illustrated why. He asked for an analysis of the status quo option and the Planning Commission’s recommendation.

9. ADJOURNMENT

At 9:36 p.m., Mayor Winstead declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

DRAFT

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Motion to Approve the 2015 King County LiDAR Project Funding Interlocal Agreement
DEPARTMENT: Administrative Services
PRESENTED BY: Katie Moriarty, Information Technology Director
ACTION: ☐ Ordinance ☐ Resolution ☒ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

In the aftermath of the Oso landslide, acquisition of a LiDAR dataset was sought to provide an inexpensive and proven method to identify and analyze historic landslides in the Pacific Northwest. The obtained LiDAR dataset will be used to analyze and detect historic landslides, provide a tool to help mitigate localized flooding, and provide an accurate, low cost method to measure elevations of the earth's surface, as well as its natural and manmade features (trees, buildings, and steep slopes).

To acquire LiDAR, local and regional governments have formed a consortium to share in the cost of data acquisition. The King County and Kitsap County Departments of Emergency Management have taken the lead to organize this cooperative effort. The funding agreement is between 30 governmental agencies and is detailed in Attachment A - King County LiDAR Project Funding Agreement. Council approval is required for the City of Shoreline's participation in the agreement.

RESOURCE/FINANCIAL IMPACT:

The 2016 Budget includes \$5,000 for this LiDAR acquisition. The primary advantage of this acquisition is cost sharing among the participating jurisdictions. The City would pay roughly \$20,000 to obtain LiDAR data independently, versus \$5,033 as part of this cooperative effort.

RECOMMENDATION

Staff recommends that Council move to approve the 2015 King County LiDAR Project Funding Agreement.

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

BACKGROUND

In the aftermath of the Oso landslide, acquisition of a LiDAR dataset was sought to provide an inexpensive and proven method to identify and analyze historic landslides in the Pacific Northwest. LiDAR, a portmanteau of the words “light” and “radar”, is acquired using a laser pulse initiated from a low flying aircraft and provides a sort of measuring rod to determine the elevation of the ground, as well as manmade and natural objects, such as buildings and trees. LiDAR is particularly effective under tree canopy, in areas like Puget Sound bluffs, or for any other steep slope. In Shoreline and Pt. Wells, it will substantially improve the City’s ability to assess those areas that are most susceptible to future landslides, and potentially find previously unidentified and unstable slopes. However, its application reaches far beyond landslide detection.

This modern technology provides an inexpensive topographic map needed by municipalities like Shoreline to conduct essential workflows. Staff will use LiDAR to improve the accuracy of the City’s wetland, stream and steep slope mapping. It provides a tool to quickly obtain the height and location of a building, tree, bridge, or an area susceptible to localized flooding.

DISCUSSION

To acquire LiDAR, local governments have formed a consortium to share in the cost of data acquisition. The King County and Kitsap County Departments of Emergency Management have taken the lead to organize this cooperative effort. The funding agreement is between 30 governmental agencies and is detailed in Attachment A - King County LiDAR Project Funding Agreement. Council approval is required for the City of Shoreline’s participation in the agreement.

As part of the cooperative agreement through the Puget Sound LiDAR Consortium, the obtained data will be shared by multiple agencies at all levels of government, including King County, the State of Washington, and the Federal Emergency Management Agency (FEMA). As a local government effort, the Consortium’s LiDAR specification provides an accuracy and resolution to meet the requirements of municipal workflows for localized analysis and determinations.

Since regional LiDAR acquisitions occur every 10-20 years, a new cooperative acquisition would not become available for some time. This effort reduces the City’s costs compared to obtaining this data alone. Using traditional methods to map where a tree or building resides on a property could cost more than this entire proposed expenditure.

COUNCIL GOAL(S) ADDRESSED

The King County LiDAR Project supports Council Goal 2: Improve Shoreline’s utility, transportation and environmental infrastructure.

RESOURCE/FINANCIAL IMPACT

The 2016 Budget includes \$5,000 for this LiDAR acquisition. The primary advantage of this acquisition is cost sharing among the participating jurisdictions. The City would pay roughly \$20,000 to obtain LiDAR data independently, versus \$5,033 as part of this cooperative effort.

RECOMMENDATION

Staff recommends that Council move to approve the 2015 King County LiDAR Project Funding Agreement.

ATTACHMENTS

Attachment A: 2015 King County LiDAR Project Funding Agreement

2015 King County Lidar Project Funding Agreement

This Funding Agreement (Agreement) is entered into by and among: the City of Algona, the Town of Beaux Arts Village, the City of Burien, the City of Clyde Hill, the City of Des Moines, the City of Enumclaw, Highlands Sewer District, the Town of Hunts Point, the City of Kenmore, the King County Water District 111, the King County Water District 125, King County, the City of Lake Forest Park, the City of Medina, the City of Mercer Island, the City of Milton, the Muckleshoot Tribe, the City of Newcastle, the City of Normandy Park, the City of SeaTac, the Port of Seattle, the City of Shoreline, the Skyway Water and Sewer District, the City of Snoqualmie, the City of Tukwila, the Valley View Sewer District, the Vashon Sewer District, the City of Woodinville, the Town of Yarrow Point, and other cities and governmental service agencies that later join subject to Section VI of this Agreement (hereinafter “Party” or Parties”).

RECITALS

WHEREAS, the Parties to this Agreement consist of local governmental entities, including counties, cities, and governmental services agencies; and

WHEREAS, the purpose of this Agreement is to permit the Parties to cooperate on the funding of a 2015 Lidar Acquisition Project (Project); and

WHEREAS, the Project will provide 1) deliverables from Quantum Spatial, Inc. (QSI), the vendor Kitsap County Department of Emergency Management (KCDEM) entered a contract with for the acquisition and processing of high-resolution lidar data; and 2) quality assessment/assurance (QA) of the deliverables by the Puget Sound Lidar Consortium (PSLC); and

WHEREAS, KCDEM will provide among other things, administrative management of the Project; and

WHEREAS, agencies throughout the King County region regularly engage in joint operations and provide mutual assistance through effective interagency cooperation, and

WHEREAS, jointly funding the Project will optimize the agencies’ powers and resources, and ensure a standardized product for all Parties; and

WHEREAS, this Agreement will provide substantial benefit to the citizens of the participating governmental agencies;

NOW THEREFORE, it is hereby agreed and covenanted among the undersigned as follows:

I. PROJECT DESCRIPTION

Project details, technical specifications, and deliverable descriptions appear in the Lidar Data Acquisition Cost Schedule developed by QSI, found in Exhibit A. All deliverables will match the best-of-breed data specification as defined for the Puget Sound Lidar Consortium. The area of interest (AOI) for this project includes approximately 1,095 square miles of the western portion of King County and portions of adjacent counties to capture the AOIs for the cities of Auburn, Bothell, Milton, Shoreline, and Woodinville. The Project data will be acquired beginning in October 2015 for the upper elevations and in November/December for the lower elevations during the early leaf-off period of 2015. Delivery of data and products by QSI to the PSLC QA team will be within sixty (60) calendar days of the last date of acquisition for the Project. QA review will be completed within thirty (30) business days of delivery from QSI. Project costs are shared subject to Section V of this Agreement reducing each Party's financial commitment.

II. PROJECT MANAGEMENT

1. KCDEM will manage all components of the Project, including but not limited to contract administration and coordination with QSI and the PSLC. King County shall enter into a separate Interlocal Agreement (ILA) with KCDEM and appoint a Project Manager (KC PM) to coordinate with KCDEM. The KC PM shall report to the Parties on the matters described in Section III.2 below, and shall be readily accessible via phone and e-mail by all Parties. The KC PM shall remain an employee of King County at all times, and King County shall retain the right and duty to supervise the KC PM at all times.
2. The duties of the KC PM shall include:
 - a. Prepare a cost-allocation model and populate the model with required data to provide each Party with an accurate, final cost.
 - b. Provide direction and guidance to KCDEM, as requested by the Parties.
 - c. Report to the Parties on the Project's progress.
 - d. Account for availability and completeness of all Parties deliverables.
 - e. Validate and approve invoices submitted from KCDEM and direct payment to the applicable Party.

III. PROJECT COMMITTEE

1. A Project Committee (Committee) shall be formed and shall consist of one representative from each Party that is a signatory to this Agreement. The KC PM will provide coordination among the Committee and KCDEM. The KC PM will serve as the Chair of the Committee.
2. The Committee shall review and take action on the following specific items:
 - a. Review Project reports submitted by KCDEM, QSI, and the PSLC.

- b. Evaluate and provide direction to KCDEM regarding change order requests whether initiated by QSI or by a member or members of the Committee.
3. Meetings of the Committee shall be held on an as-needed basis. Meetings may be scheduled at the request of the KC PM, or by one of the members of the Committee. The KC PM shall be responsible for the logistics of scheduling meetings. Attendance may be in person or via teleconferencing.

IV. FISCAL AGENT

1. King County, acting as Fiscal Agent for the Project, shall:
 - a. Enter into an ILA with KCDEM.
 - b. Validate the cost for each Party.
 - c. Invoice each Party in accordance with this Agreement.
 - d. Maintain Project funds in the King County Imagery Reserve, a separate, non-interest-bearing fund managed by the King County GIS Center, to be disbursed as provided in this Agreement.
 - e. Pay invoices submitted by the PM from KCDEM.
 - f. Refund excess funds, if necessary and if greater than \$10.00.
2. King County shall perform and maintain an accounting of payments received from all Parties including: billings received, payments made, and unspent funds. King County shall provide a statement of this accounting to all Parties upon written (including e-mail) request.
3. Upon receipt of a notice of any record keeping dispute, King County shall notify all Parties and meet jointly with all interested Parties within two (2) weeks to resolve any record keeping dispute.

V. CONTRIBUTIONS BY PARTIES

1. By executing Counterparts, Section XVI of this Agreement, each Party agrees to pay its required monetary contribution, as stated on the signature page, for Project deliverables, KCDEM project management and QA services, for its AOI.
2. The contribution by each Party shall be calculated using the cost allocation model as set forth here.
 - a. The square miles of the corporate or otherwise defined AOI times 1.5, defined to two decimal point precision.
 - b. Value from (a) above, multiplied by the unit cost (cost per sq. mile) of the standard deliverables (\$569.09) and multiplied by 0.5. The unit cost for the standard deliverables includes a 7% surcharge for KCDEM Project

Management and a 7% surcharge for PSLC QA Services. This is the final cost for the Party.

3. **Optional deliverables are not included in the initial project proposal**, but may be negotiated and included later, executed under a separate counterpart, and paid at a mutually agreed date.
4. By signing this Agreement, each Party commits to paying its full contribution to the King County Imagery Reserve Fund by January 31, 2016. A Party may contribute its share from its budget from either FY 2015 or FY 2016.
5. All payments to the King County Imagery Reserve Fund shall be made by check payable to: **King County Finance**, and sent to **King County GIS Center, 201 South Jackson Street, Suite 706, Seattle, WA 98104, Attn: Katy Cressey**.
6. All funds collected by King County shall be used solely to pay all responsible Parties for work accepted under the QSI contract. King County shall not collect, receive or retain any of these funds for project management, administrative fees, or other actions it performs under this Agreement.

VI. ADDITION OF PARTIES

1. An entity may be added to this Agreement as long as the entity signs this Agreement and its AOI is wholly included within the project boundary defined in Exhibit A.
2. A Party added to this Agreement shall make full payment to the King County Imagery Reserve Fund by January 31, 2016. A Party may contribute its share from its budget for either FY 2015 or FY 2016.

VII. INDEPENDENT CONTRACTOR

The services provided by King County under this Agreement are those of an independent contractor. Employees of King County are and will remain employees of King County. Employees of the other Parties are and will remain employees of their respective Parties. Nothing in this Agreement shall be construed to render the Parties partners or joint venturers.

VIII. INDEMNIFICATION

Each Party shall defend, protect and hold harmless the other Parties from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that Party's employees, agents and/or authorized subcontractor(s) while performing this Agreement.

IX. AMENDMENT

The Parties may amend this Agreement. Such amendments shall not be binding unless in writing and signed by personnel authorized to bind each of the Parties.

X. CHOICE OF LAW AND VENUE

This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement shall be instituted only in a court of competent jurisdiction in King County.

XI. INTEGRATION CLAUSE

This instrument embodies the entire agreement of the Parties with respect to funding of the contract. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between any Party and King County.

XII. TERMINATION CLAUSE

In the event that King County decides not to enter into an ILA with KCDEM, this Agreement will terminate and all Parties will receive a full refund of their contributed funds.

XIII. NO ASSIGNMENT

The Parties shall not subcontract, assign, or delegate any of their rights, duties or obligations under this Agreement without the express prior written approval of King County.

XIV. DISPUTES

In the event that a dispute arises under this Agreement, the Parties shall endeavor to resolve the dispute in an amicable manner by direct discussions. If not resolved by mutual agreement, then the Parties may engage in alternative dispute resolution by mutual agreement. No party waives its rights to seek legal remedy in the jurisdiction and venue stated in Section X.

XV. EFFECTIVE DATE; TERM

Notwithstanding when this Agreement is signed, this Agreement shall take effect following its execution by each Party and shall expire at the end of 2016 unless terminated sooner.

XVI. COUNTERPARTS

Comment: Each Party will be provided with its unique COUNTERPARTS page. Besides the signature block this page will contain:

- a. Cost generated by the cost allocation model for standard deliverables and optional deliverables.*
- b. Specific terms of payment for those Parties with requirements for meeting its financial contribution in a different manner than stated in the main body of the Agreement.*

1.Name of Party	2.AOI times 1.5	3. Unit Cost for standard deliverables	4. Cost for standard deliverables	5. Cost for optional deliverables
City of Shoreline	17.69 sq. mi.	\$569.09	\$5,033.19	<Enter the cost of optional deliverables such as contours, etc.>

This Agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute the same instrument.

King County Lidar Project – Party Agreement Acceptance

(**Note:** Executing this section commits Party to acceptance and conditions within this Agreement.)

<hr/>	
Party Organization	
<hr/>	
Party Address	
<hr/>	
<hr/>	<hr/>
Party Signature	Date
<hr/>	
Party Print Name	
<hr/>	
Party Title	

Optional – Approved as to Form Only

(**Note:** this section is optional and is provided for each Party should the Party require it. Completion of this section is NOT necessary for the purposes of formally committing to this Agreement. It is provided for those entities needing the Agreement to contain relevant internal approval process tracking information.)

<hr/>	
Approval Organization	
<hr/>	
Approval Address	
<hr/>	
<hr/>	<hr/>
Approval Signature	Date
<hr/>	
Approval Print Name	
<hr/>	
Approval Title	

Optional – King County Agreement Acceptance

(**Note:** this section is optional and is provided for each Party should the Party require a counter signature to this agreement by King County. Completion of this section is NOT necessary for the purposes of formally committing to this agreement.)

King County Department

King County Address

King County Signature

Date

Print Name

Title

Exhibit A

LiDAR Data Acquisition Cost Proposal – King County LiDAR Project

September 9, 2015

Michael Gordon

Kitsap County Department of Emergency Management

911 Carver St

Bremerton, WA 98312

360-307-5872

mgordon@co.kitsap.wa.us

RE: LiDAR Data Acquisition Cost Proposal – King County 2015 Project Area, WA

Quantum Spatial, Inc. appreciates the opportunity to present to the **Puget Sound LiDAR Consortium (PSLC)** a cost proposal for acquiring and processing high-resolution (> 8 pulses/m²) LiDAR data for the project area of interest to King County, WA. Our cost for LiDAR acquisition and processing abides by our negotiated cost structure with the PSLC, assuming that a contract for standard deliverables will be administered through Kitsap County, WA.

LiDAR point cloud colored by NAIP imagery of downtown Redmond, Washington.



Services

Airborne LiDAR

QSI will collect LiDAR data using a Leica LiDAR system to produce a highly accurate, high resolution (≥ 8 pulses/m²) LiDAR dataset with no gaps and ample buffers (at least 100m) around project boundaries. Data will be collected at a $\leq 30^\circ$ field of view ($\pm 15^\circ$ from nadir), with at least 50% overlap among swaths to minimize gaps and laser shadowing. The LiDAR system records up to four range measurements (returns) per pulse (first, second, third, and last). All overlapping flight lines will be flown in opposing directions to maximize detection of swath to swath inconsistencies used to resolve system misalignments. Our GPS receivers and LiDAR systems are GNSS-capable ensuring low PDOP values and adequate satellite constellations throughout the mission. GPS quality is predicted before the flight and checked during post processing to ensure that positional accuracy exceeds specifications.

Using a combination of automated and manual techniques that are tailored to the particular land cover and terrain of the study area, LiDAR processing will include kinematic corrections, calculation of laser point position, relative accuracy testing and calibrations, classification of ground and non-ground points, assessments of statistical absolute accuracy, and creation of ground surface models.

Absolute accuracy assessments will compare known RTK ground survey points to derived LiDAR points. Accuracies

LiDAR Specifications Summary	
Multi-Swath Pulse Density	≥ 8 pulses/m ²
Scan Angle	$\leq 30^\circ$ (+/-15° from Nadir)
Returns Collected Per Laser Pulse	Up to 4
Intensity Range	1-255
Swath Overlap	50% side-lap (100% overlap)
GPS PDOP During Acquisition	≤ 3.0
GPS Satellite Constellation	≥ 6
Maximum GPS Baseline	13 nautical miles
Accuracy _z (1.96 σ), slope <20°	≤ 20 cm
Vertical Accuracy (σ), slope <20°	≤ 15 cm
Horizontal Accuracy (σ)	≤ 30 cm

are described as the mean and standard deviation (σ) of divergence from RTK ground survey point coordinates. All accuracy statistics (RMSE_z, Accuracy_z - 1.96 σ , skewness/distribution, and percentile deviations) will be reported in the final report. Statements of statistical accuracy will apply to fixed terrestrial surfaces only.

Survey Control

Simultaneous to the LiDAR data collection mission, QSI will conduct a static (1 Hz recording frequency) survey of the horizontal and vertical positions of two or more survey control dual-frequency DGPS base stations established at monuments with known coordinates. Maximum baseline lengths between control points and the aircraft GPS do not exceed 24 kilometers (13 nautical miles). After the static GPS data have been collected, the files will be processed using the Online Positioning User Service (OPUS). Multiple sessions will be processed over the same monument to confirm antenna height measurements and reported OPUS position accuracy. Control monument locations will be certified by a QSI Washington PLS.

Quality control real-time kinematic (RTK) ground check survey data will be collected within the project area, with an established Root Mean Square Error (RMSE) of less than 2 cm. Absolute laser spot accuracies will be statistically analyzed based upon an adequate sample (500 per 50,000 acres, depending on access and GPS conditions within study area) of well-distributed RTK ground survey points on open, bare earth surfaces with level slope.



Deliverables

Deliverables will match standard for Puget Sound LiDAR Consortium:

LiDAR	
Report of Survey	Text report that describes survey methods; results; vendor's accuracy assessments, including internal consistency and absolute accuracy; and metadata <i>.pdf, .doc, or .odt format</i>
Aircraft trajectories (SBET files)	Aircraft position (easting, northing, elevation) and attitude (heading, pitch, roll) and GPS time recorded at regular intervals of 1 second or less. May include additional attributes. <i>ASCII text format</i>
All-return point cloud	List of all valid returns. For each return: GPS week, GPS second, easting, northing, elevation, intensity, return#, return classification. May include additional attributes. No duplicate entries. <i>ASCII text and LAS version 1.2 format</i> <i>1/100th USGS 7.5-minute quadrangle (0.75 minute by 0.75 minute) tiles</i>
Ground point list	List of X,Y,Z coordinates of all identified ground points. <i>ASCII text.</i> <i>1/100th USGS 7.5-minute quadrangle (0.75 minute by 0.75 minute) tiles</i>
Ground surface model	Raster of ground surface, interpolated via triangulated irregular network from identified ground points. No unavoidable point misclassification <i>ESRI floating point grid, 3 ft cell size, snapped to (0,0), 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute) tiles</i>
First-return (highest-hit) surface model	Raster of first-return surface, cell heights are highest recorded value within that cell, voids may be filled with ground surface model <i>ESRI floating point grid, 3 ft cell size, snapped to (0,0), 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute) tiles</i>
Intensity image	<i>GeoTIFF, 1.5. ft pixel size, 1/4th USGS 7.5-minute quadrangle (3.75 minute by 3.75 minute) tiles</i>
<i>Files shall conform to a consistent naming scheme. Files shall have consistent internal formats. Surface models shall have no tiling artifacts and no gaps at tile boundaries. Areas outside survey boundary shall be coded as NoData. Internal voids (e.g., open water areas, shadowed areas in first-return surface) may be coded as NoData.</i>	

Coordinate System*	
Projection	Washington State Plane North
Horizontal Datum	NAD83 (CORS96)
Vertical Datum	NAVD88 (GEOID03)
Units	U.S. Survey Feet
Delineations	USGS Quadrangle tiling scheme
<i>*To match with existing data. The data will be created in NAD83 (CORS96), but for GIS purposes will be defined as NAD83 (HARN).</i>	

Area of Interest – King County, WA

The area of interest (AOI) for this cost proposal includes 700,329 acres spread through King County, WA (Figure 1). Previous LiDAR collections for the PSLC and Pierce County are shown in grey. Overlap between collections will facilitate data matching. The AOI will be buffered by 100 meters to ensure complete coverage and adequate point densities around study area boundaries.

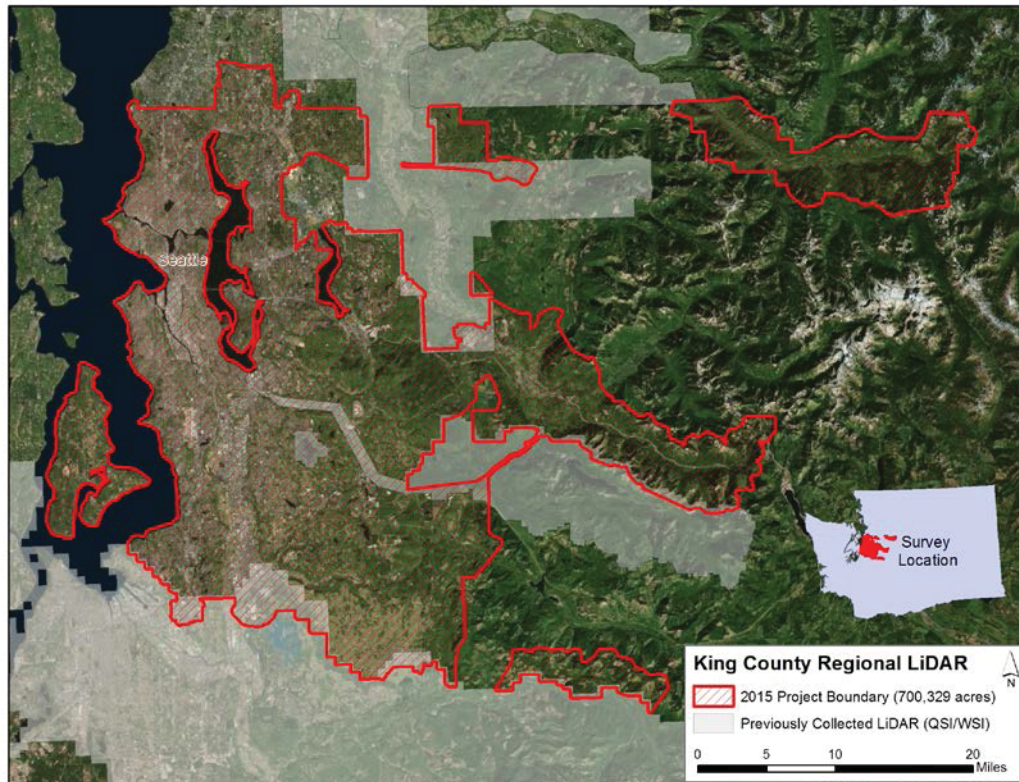


Figure 1. Area of interest for LiDAR acquisition in King County, WA.

Schedule

QSI will work with PSLC and King County to coordinate timing of data collection during fall 2015 as best meets the needs of the project. All data are delivered to PSLC within 60 days of acquisition.

Cost Proposal

The following table presents LiDAR acquisition and processing costs for the project area portrayed in Figure 1, assuming above specifications and deliverables. Costs for acquisition and base level processing are in accordance with QSI's negotiated area-weighted rate structure with the Puget Sound LiDAR Consortium.

King County, WA Regional LiDAR 2015 (700,329 acres)	Total Cost	Per Acre Cost
LiDAR Acquisition and Base Processing	\$546,256.62	\$0.78

* Budget does not include 14% PSLC administrative fee.

Council Meeting Date: November 30, 2015

Agenda Item: 8(a)

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance Nos. 732 and 733 - Amendments to Title 12 of the Shoreline Municipal Code: Streets, Sidewalks and Public Places		
DEPARTMENT:	Public Works		
PRESENTED BY:	Tricia Juhnke, City Engineer		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

Review of the existing Title 12 of the Shoreline Municipal Code has identified the need for revisions to two chapters – Chapter 12.10 and Chapter 12.40. At this time, staff has identified several changes requiring amendment to these chapters with additional amendments scheduled to be presented in 2016.

The amendments being presented at this time are:

- Amendment to SMC 12.10 Roads and Bridges to clarify the authority for the development and approval of the Engineering Development Manual.
- Amendment to SMC 12.10 Roads and Bridges to delete Richmond Beach bridge load rating and to add 10th Avenue bridge load rating.
- Amendment to SMC 12.40 Impact Fees to revise the language for adjustment of fees to utilize a three (3) year average of the Washington Construction Cost Index.
- Amendment to SMC 12.40 Impact Fees to clarify the appeals process.

The proposed amendments are attached as proposed Ordinance No. 732 (SMC 12.10) and proposed Ordinance No. 733 (SMC 12.40).

RESOURCE/FINANCIAL IMPACT:

There is no financial impact arising from these proposed amendments. If the amendment to SMC 12.40 is not approved, the 2016 Budget would contradict the SMC which currently requires the impact fees to be increased by 34 percent instead of the 11 percent increase contained in the 2016 Budget.

RECOMMENDATION

No action is required at this time. Tonight's presentation is for discussion purposes only. Staff will return to Council for adoption of proposed Ordinance Nos. 732 and 733 on December 14, 2015.

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

BACKGROUND

SMC Title 12, Streets, Sidewalks and Public Places, covers a variety of topics such as use of Right-of-Way, street vacations, roads and bridges, public tree management and transportation impact fees. While a comprehensive review of this Title is needed, staff is only recommending four necessary amendments at this time.

First, SMC 20.70.020, a provision of the Development Code, states that the Engineering Development Manual (EDM) establishes the necessary design standards and requirements for roadway improvements. However, SMC 20.70.020 states that the EDM is adopted pursuant to SMC 12.10.100, a provision does not exist. In addition, Title 12 itself does not incorporate the EDM or grant the Director of Public Works any authority in regards to the EDM.

Second, SMC 12.10.050 currently provides a load limit on the Richmond Beach Overcrossing bridge only. This load usage is defunct but the load usage for the 10th Avenue bridge needs to be added.

Third, SMC 12.40 sets forth the method for adjusting the Transportation Impact Fee. Previous discussions with the City Council within the context of the budget found that utilizing the current adjustment methodology was not desired and thus, modifying this methodology requires an amendment to the SMC.

Lastly, SMC 12.40 does not identify, with clarity, the process for appealing an impact fee determination.

DISCUSSION

The changes included in proposed Ordinance No. 732 (Attachment A) cover changes to SMC Chapter 12.10 Roads and Bridges. The changes included in proposed Ordinance No. 733 (Attachment B) cover changes to SMC Chapter 12.40 Impact Fees for Transportation. An explanation and details regarding these changes are described below:

Proposed Ordinance No. 732 - SMC12.10 Roads and Bridges

EDM Authority

The EDM provides standards and details for the design and construction of our roadways. Originally the EDM was authorized within Title 20, with the Director of Planning in charge of its adoption. However, in 2011, during the adoption of the Transportation Management Plan (TMP), the authorization was to be deleted from Title 20 and re-codified as SMC 12.10.100, giving the Director of Public Works adoption authority, which is the more logical source. However for some reason this did not occur and, in 2012, SMC 20.70.020 was amended referencing a non-existent SMC 12.10.100.

This amendment will correct the erroneous reference in SMC 20.70.020 to SMC 12.10.100 and correctly define the authority for adoption of the EDM under 12.10. For future reference, the EDM will be adopted, generally on an annual basis, by the Director

of Public Works after a process that allows the public the opportunity to review and comment on the proposed changes.

The problem with effectuating this amendment is that any amendments to Title 20 require conformance with the City's process for amending the Development Code – namely Planning Commission recommendation after public hearing and then City Council adoption. In addition, all amendments to the Development Code, regardless of purpose, must be presented to the Washington State Department of Commerce at least 60 days prior to adoption. Thus, any attempts to change the reference to SMC 12.10.100 in SMC 20.70.020 must adhere to these legal requirements. Therefore, an amendment is being processed in this regard but is not scheduled to be adopted until the first quarter of 2016. This would mean that for a brief period of time SMC 20.70.020 would continue to direct readers to a non-existent SMC provision.

In regards to SMC 12.10, staff is recommending the addition of the following section:

SMC 12.10.015. Engineering Development Manual. The Director of Public Works, or designee, shall prepare, administer, interpret, and, amend as necessary an Engineering Development Manual (EDM). The EDM shall establish guidelines, standards, and specifications for the engineering and construction of all streets and utilities established and/or improved within the City.

Bridge Load Limits

SMC 12.10.050 currently provides a load limit on the Richmond Beach Overcrossing bridge (27th Avenue NW Overpass). The bridge was originally built in 1923 but was completely replaced in/about 2011. The truck load limits based on axels are no longer necessary since the bridge has been fully replaced. However, load limits will be still be required in the future for the 10th Avenue NW Bridge 167C and therefore, amendments to this code section are still needed. Specifically, while the 10th Avenue NW Bridge 167C is scheduled for repairs in 2016, after repairs, it will still need to prohibit gross weights in excess of 22 tons for four-axle vehicles, 24 tons for five-axle vehicles, 25 tons for six-axle vehicles and 28 tons for seven-axle vehicles.

Staff has consulted with King County and the Washington State Department of Transportation over these new standards and is confident this load rating is consistent with the requirements how other jurisdictions are managing this issue.

Staff is recommending deleting the existing language of SMC 12.10.050 in its entirety and replacing it with the following language:

SMC 12.10.040 Bridge Load Limits

- A. Pursuant to RCW 46.61.450, as amended, the use by vehicular traffic of the following roads and/or bridges shall be restricted and gross vehicle weights and sizes shall not exceed the following limits:
 - 1. 10th Avenue NW Bridge 167C: No person shall operate a vehicle or combination of vehicles and trailers exceeding 22 tons for four axle vehicles.

24 tons for five-axle vehicles and 25 tons for six-axle vehicles and 28 tons for seven-axle vehicles.

- B. The City Engineer shall install and maintain for each bridge, signs stating the maximum gross weight and size.

Proposed Ordinance No. 733 – SMC 12.40 Impact Fees for Transportation

Transportation Impact Fee Adjustment

SMC 12.40.130(B) currently states that the Director of Public Works is to adjust the transportation impact fee by the same percentage change of the most recent annual change of the Washington State Department of Transportation Construction Cost Indices (CCI). As part of the 2016 budget process, utilizing this methodology, staff determined the 2016 fee increase would be approximately 34 percent. Staff has reviewed other options and is recommending utilizing a three-year average of the CCI to smooth out any sharp increases or decreases. The recently approved 2016 budget is based on the three-year average. To continue utilizing this methodology requires an amendment to SMC12.40.130(B).

Staff is recommending amending the language of SMC 12.40.130(B) as follows:

B. Annually, and prior to the first day of January, the director shall adjust the fees at a rate adjusted in accordance with ~~by the same percentage change as in the most recent annual change of~~ the Washington Department of Transportation's Construction Cost Indices (CCI). The City shall utilize a three-year CCI average, using the three most recent calendar years' CCI available data, to determine adjustments to the impact fees.

Transportation Impact Fee Appeal

SMC 12.40.140 simply identifies that any determinations and decision can be appealed following the procedures of Chapter 20.30.SMC, Subchapter 4. This amendment clarifies that decisions relating to impact fees are an Administrative decision (Type B) which are appealed to the Hearing Examiner. Without this amendment, transportation impact fees are associated with a building permit which is a Type A permit that are appealed through Superior Court. This seems like an unnecessary and cumbersome process for both the applicants and the City and isn't consistent with the intent when the original ordinance was adopted.

Thus, staff is recommending amending the language of SMC 12.40.140 as follows:

12.40.140 Appeals.

Determinations and decisions by the director that are appealed by an applicant shall follow the procedures for a Type B Administrative Decision as set forth in ~~of~~ Chapter 20.30 SMC, Subchapter 4.

RESOURCE/FINANCIAL IMPACT

There is no financial impact arising from these proposed amendments. If the amendment to SMC 12.40 is not approved, the 2016 Budget would contradict the SMC which currently requires the impact fees to be increased by 34 percent instead of the 11 percent increase contained in the 2016 Budget.

RECOMMENDATION

No action is required at this time. Tonight's presentation is for discussion purposes only. Staff will return to Council for adoption of proposed Ordinance Nos. 732 and 733 on December 14, 2015.

ATTACHMENTS

- Attachment A: Proposed Ordinance No. 732 Amending SMC Chapter 12.10 Roads and Bridges
- Attachment B: Proposed Ordinance No. 733 Amending SMC Chapter 12.40 Impact Fees for Transportation

CITY OF SHORELINE, WASHINGTON

ORDINANCE NO. 732

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,
AMENDING CHAPTER 12.10 ROADS AND BRIDGES TO THE
SHORELINE MUNICIPAL CODE TO AUTHORIZE THE
ENGINEERING DEVELOPMENT MANUAL AND TO AMEND BRIDGE
LOAD LIMITS.**

WHEREAS, Chapter 12.10 of the Shoreline Municipal Code pertains to standards for roads and bridges within the City; and

WHEREAS, SMC Chapter 12.10 does not grant authority to the Director of Public Works to develop, administer, and/or maintain a manual containing the engineering and design standards, guidelines, and other details for roads and bridges; and .

WHEREAS, updates are needed for the City's Engineering Development Manual (EDM) but there is no expressed authority in the SMC for such updates, authority best suited for the Director of Public Works; and

WHEREAS, SMC 12.10.050 currently establishes load limits for a single bridge – the Richmond Beach Overcrossing (27th Avenue NW); and

WHEREAS, given the fact that the Richmond Beach Overcrossing was replaced in 2011, such load limits are no longer necessary and should be delete; and

WHEREAS, the 10th Avenue NW Bridge requires the establishment of load limits but SMC Chapter 12.10 makes no reference to this bridge; and

WHEREAS, the City seeks to amend SMC 12.10 to remedy these issues;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. SMC 12.10.015 A new section, SMC 12.10.015, is added to SMC Chapter 12.10 as shown below:

SMC 12.10.015 Engineering Development Manual. The Director of Public Works, or designee, shall prepare, administer, interpret, and, amend as necessary an Engineering Development Manual (EDM). The EDM shall establish guidelines, standards, and specifications for the engineering and construction of all streets and utilities established and/or improved within the City.

Section 2. SMC 12.10.050. Section 12.10.050 is deleted in its entirety and replaced with the following:

SMC 12.10.040 Bridge Load Limits

- A. Pursuant to RCW 46.61.450, as amended, the use by vehicular traffic of the following roads and/or bridges shall be restricted and gross vehicle weights and sizes shall not exceed the following limits:
1. 10th Avenue NW Bridge 167C: No person shall operate a vehicle or combination of vehicles and trailers exceeding 22 tons for four axle vehicles, 24 tons for five-axle vehicles and 25 tons for six-axle vehicles and 28 tons for seven-axle vehicles.
- B. The City Engineer shall install and maintain for each bridge, signs stating the maximum gross weight and size.

Section 3. Severability. If any portion of this chapter is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other chapter or any other section of this chapter.

Section 4. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON DECEMBER 14, 2015

Mayor Shari Winstead

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: _____, 2015

Effective Date: _____, 2015

CITY OF SHORELINE, WASHINGTON

ORDINANCE NO. 733

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON,
AMENDING CHAPTER 12.40 TRANSPORTATION IMPACT FEES TO
THE SHORELINE MUNICIPAL CODE TO ADDRESS ANNUAL
INCREASES IN THE FEE AND CLARIFY THE APPEAL PROCESS.**

WHEREAS, on July 21, 2014, the Shoreline City Council adopted Ordinance 690, establishing Chapter 12.40 of the Shoreline Municipal Code, as transportation impact fee program, which became effective January 1, 2015; and

WHEREAS, SMC 12.40.130 states that the fees are to be reviewed and adjusted annually using the same percentage changes as in the most recent annual change of the Washington Department of Transportation's Construction Costs Indices (CCI); and .

WHEREAS, the most recent CCI would result in a fee increase of 34.98 percent; and

WHEREAS, utilizing an average of the CCI over a three year period results in an 11 percent increase in fees, a more equitable result that reflects fluctuations in the CCI over time; and

WHEREAS, SMC 12.40.140 states that impact fee determinations and decisions are to follow the procedures of SMC 20.30, Subchapter 4; and

WHEREAS, following this process, all appeals would need to be filed in the superior court; and

WHEREAS, requiring applicants to present their appeal in superior court is cumbersome, costly, and unnecessary;

WHEREAS, the City seeks to amend SMC 12.40.130 and SMC 12.40.140 to remedy these issues;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE,
WASHINGTON, DO ORDAIN AS FOLLOWS:**

Section 1. SMC 12.40.130. Section 12.40.130 Review and adjustment of rate is amended as shown below:

12.40.130 Review and adjustment of rates

...

B. Annually, and prior to the first day of January, the director shall adjust the fees at a rate adjusted in accordance with ~~by the same percentage change as in the most recent annual change of~~ the Washington Department of Transportation's

Construction Cost Indices (CCI). The City shall utilize a three-year CCI average, using the three most recent calendar years' CCI available data, to determine adjustments to the impact fees.

Section 2. SMC 12.40.140. Section 12.40.140 Appeals is amended as shown below:

12.40.140 Appeals.

Determinations and decisions by the director that are appealed by an applicant shall follow the procedures for a Type B Administrative Decision as set forth in ~~of~~ Chapter 20.30 SMC, Subchapter 4.

Section 3. Severability. If any portion of this chapter is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other chapter or any other section of this chapter.

Section 4. Publication and Effective Date. A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON DECEMBER 14, 2015

Mayor Shari Winstead

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Margaret King
City Attorney

Date of Publication: _____, 2015

Effective Date: _____, 2015

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion and Update of Jail Services Contracts
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, CMO Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses, as misdemeanor offenses committed by juvenile defendants (less than 18 years of age) and felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation, including King County, the City of Issaquah, the City of Renton, and Yakima County.

More recently, the City had an interlocal agreement with the Snohomish County Sheriff's Office for use of the Snohomish County Jail in downtown Everett as its primary jail facility from 2011 through 2014. The Snohomish County Sheriff's Office terminated the contract with the City in 2014 which led staff to seek out another jail housing alternate. As a result of that search, the City still contracts with King County but also has a contract with the South Correctional Entity (SCORE) jail.

Contracted use of these facilities entails the booking and housing of Shoreline defendants. Jail activity typically includes housing defendants upon booking (usually for one night) prior to the defendant's first appearance probable cause and release hearing. The City incurs costs for additional housing days for defendants held before trial because they cannot make bail (and therefore remain in custody during their case proceeding) as well as those sentenced to incarceration. The cost also reflects the provision of health services for defendants while incarcerated. This includes normal infirmity visits and mental health-related/psychiatric housing options.

Given the cost differential in the daily rate among regional jail facilities, SCORE is the City's primary jail facility housing 95% of inmates being held pre-disposition that are not eligible for work release. The City's contract with King County is utilized as needed. As an example, King County Jail is utilized when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

The City's 2016 criminal justice budget of \$3.2 million represents 7.6% of the City's General Fund appropriations. Of that amount 70%, or \$2.2 million, is allocated toward jail services. In response to the increased level of jail activity the City has experienced over the last few years, the jail services portion of the 2016 criminal justice budget has been increased 37.5% as compared to the 2015 adopted budget of \$1.6 million. The shift to SCORE in 2014 as the City's primary jail facility curbed some of the potential increase in costs that could have resulted had the City not executed a jail housing alternative to King County. In order to further curb some of the potential increase in costs resulting from a higher level of activity, staff recently began working with Yakima County Jail staff to understand and negotiate a contract for jail housing services for some of the City's sentenced jail population.

As noted above, SCORE's daily rate is substantially lower than King County's, and Yakima's daily rate is substantially lower than SCORE's. In 2016, the daily rates will increase from the 2015 rates, as follows:

- King County: \$151.99 from \$146.65
- SCORE: \$105 from \$97
- Yakima County Jail: \$54.75 – nearly half SCORE's daily rate.

The City maximizes its jail services with SCORE and fills more than the 35 jail beds guaranteed under the current contract. Staff believes there is a potential for significant financial savings by housing inmates sentenced to incarceration at Yakima County Jail instead of SCORE or King County.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact of tonight's discussion. Council is scheduled to consider authorization for the City Manager to execute a contract with Yakima County Jail and amend the City's current contract with SCORE on December 14, 2015. The 10 Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing such a cost savings measure. It is important to note that exact savings cannot be calculated as costs may be affected by a number of factors. For example, arrest rates may affect the number of cases filed by the City's prosecutor and ultimately the frequency and number of jail sentences per year.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss potentially executing a jail services contract with Yakima County with the intent of sending a portion of the City's sentenced inmates to the Yakima County Jail and an amendment to the City's contract with SCORE to lower the number of guaranteed beds per day from the existing amount of 35 to 20. The contract amendment with SCORE also includes a provision for medical transport for inmates that must attend various medical appointments.

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

BACKGROUND

Service Requirements

The City's highest level of crime it is responsible for prosecuting are gross misdemeanors, followed by misdemeanors. Unless otherwise noted in state statutes, gross misdemeanors carry: (i) a sentence of imprisonment in the county jail for a maximum term fixed by the court of up to 364 days; (ii) a fine in an amount fixed by the court with a maximum of \$5,000; or, (iii) some combination thereof (RCW 9.92.020). Misdemeanors, on the other hand, carry: (i) a maximum jail sentence of no more than 90 days; (ii) a maximum fine of no more than \$1,000; or, (iii) some combination thereof (RCW 9.92.021).

Jail sentences may be handed down for a wide variety of crimes. And, in some cases, a jail sentence may be given if an offender has violated the terms of an initial non-jail sentence. Jail sentences are statutorily required upon conviction for some crimes. For instance, jail sentences are required for those convicted of Driving While License Suspended in the first degree and Driving Under the Influence (commonly referred to as DWLS 1 and DUI, respectively).

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanant population. This requirement only relates to adults who commit offenses as offenses committed by juvenile defendants (less than 18 years of age) and all felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility the City has contracted with multiple jail providers to house its inmates since incorporation.

Alternatives to Incarceration

On March 30, 2015, Council discussed various 'judiciary tools' (i.e. King County Regional Mental Health Court and King County Regional Veterans Court) and alternates to incarceration. However, given the organizational limitations inherent in the justice system (i.e. separation of powers), the City has a limited role in impacting sentences or jail days. For example, sentences are ultimately decided by a judge whose decision may take into account the facts of the case, the defendant's prior criminal record and the prosecution's recommendations. Regardless, the City has and will continue to support the variety of alternatives to jail in the judicial process for misdemeanant crimes when possible and appropriate. The staff report for the March 30 discussion item on alternatives to jail sentencing can be found here:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport033015-8b.pdf>.

History of Provision of Service

In 2002, the City executed its first contract with Yakima County for jail services as the City was part of a King County cities coalition that jointly contracted with Issaquah Municipal Jail (as the drop off point) and Yakima to house prisoners while looking at other long term jail 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 defendants picked up on warrants from other jurisdictions and to book some prisoners that couldn't be booked at the Issaquah Jail (e.g., prisoners with significant medical issues). At that time, coordinating inmate drop-off by City police and staff and pick-up by Yakima County Jail staff was administratively very challenging. For the purposes of this discussion, it is important to note this issue has been addressed as Yakima County now offers daily transport to and from the SCORE Jail, the City's current primary booking and misdemeanor housing facility.

In recent history, the City had an interlocal agreement with the Snohomish County Sheriff's Office for use of the Snohomish County Jail in downtown Everett as its primary jail facility from 2011 through 2014. In late 2013 the City received notice that the Snohomish County Jail was not able to accommodate City inmates and that the contract would be terminated 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 2014. Staff recognized costs at King County Jail are prohibitively high and continued usage of this facility as the City's primary booking and holding facility would not be financially sustainable. This led staff to seek out another jail housing alternate. As a result of that search, the City still contracts with King County but also has a contract with the SCORE jail.

Jail Activity Statistics

Statistics on jail days associated with the City are somewhat difficult to determine as a number of factors affect how jail days may be credited at SCORE and the King County Jail. For example, defendants may be booked on multiple charges (sometimes resulting from other jurisdictions which makes accounting for Shoreline jail days difficult), sentences may be suspended, a judge may deem jail days served during pre-disposition as sufficient punishment for an offense, an inmate may be released from jail only to return later – sometimes months later – to serve a jail sentence, or alternatives to jail sentences may be imposed (such as electronic home monitoring). Approximately 95% of inmates booked or jailed on City charges are housed at SCORE as opposed to King County Jail.

From November 1, 2014 to November 1, 2015, a total of 837 inmate bookings were billed to the City. Of those, 186 inmates (22% of all bookings) received a jail sentence. As noted below, 75% of inmates at SCORE for a jail sentence serve for less than 30 days.

Jail Sentence Length	Bookings	% of Sentenced	% of Total Bookings
< 10 Days	83	45%	10%
10-19 Days	33	18%	4%
20-29 Days	22	12%	3%
30-60 Days	31	17%	4%
60+ Days	18	10%	2%

Jail Services Costs

Regarding jail services costs, the Adopted 2014 Budget included \$1.32 million for jail costs. The 2014 actual costs for jail services were \$2.30 million. Costs for the period of January through August 2014 increased significantly over the same period in 2013 as the City transitioned from the Snohomish County Jail to King County Jail. Costs for the period of September through the end of the year were also higher as the daily rate for the City's current primary booking and jail facility, SCORE, was higher than that for Snohomish County.

For 2015, costs are projected to be 28.1% higher than was budgeted (\$1.6 million) as a result of an increased level of jail activity but 10.7% less than that incurred in 2014 due to the City's transition to the SCORE jail in September 2014. The shift to SCORE in 2014 curbed some of the potential increase in costs that could have resulted had staff not sought a jail housing alternative to King County. The table below highlights jails costs in 2014 and 2015:

Year	Budgeted Jail Costs	Actual/Projected Jail Costs	Percentage Differential
2014	\$1,071,648	\$2,295,927	114.2%
2015	\$1,600,000	\$2,050,000	28.1%

The City maximizes its jail services with SCORE and fills more than the 35 beds guaranteed under the current contract by housing 95% of inmates that are not eligible for work release. The 2016 budget allocates \$2.2 million toward jail services. Even though the 2016 budget assumes the City will continue to house 95% of inmates that are not eligible for work release at SCORE the budget has been increased 37.5% as compared to the 2015 adopted budget in response to the increased level of jail activity experienced over the last few years.

DISCUSSION

Yakima County Jail Contract

Inmates to be Transported to and Housed at Yakima County Jail:

Over the past few months, staff has been working with Yakima County Jail staff to understand operations, logistics and potential issues with housing some of the City's sentenced inmates. Staff recognizes that housing inmates in pre-disposition status at Yakima County Jail would be burdensome because of potential administrative and logistical difficulties associated with organizing and transporting inmates for court hearings and meetings with legal representation. On the other hand, inmates sentenced to incarceration often do not have the need for transportation for meetings with legal representation or court hearings.

Staff believes there is a potential for significant financial savings by housing inmates sentenced to incarceration at Yakima County Jail instead of SCORE or King County. Several other cities in western Washington are also showing interest and are working with Yakima County Jail to execute contracts in 2016 for similar services. There are a number of other cities in the Puget Sound region that currently contract with Yakima County Jail, including:

- *Black Diamond
- *Bonney Lake
- Carnation
- Edmonds
- Everett
- *Fife
- Lake Forest Park
- *Marysville
- Mount Lake Terrace
- Snohomish
- Battleground

** Cities that also currently contract with SCORE*

As noted above, the City previously experienced an administrative burden of coordinating inmate drop-off by City police and staff and pick-up by Yakima County Jail staff. Adding to the burden, the Issaquah Jail often refused City inmates on the basis that they were not fit for jailing for various reasons. Both of these concerns have been mitigated as Yakima County Jail currently transports inmates to and from SCORE approximately three days per week serving other existing contracts. Yakima County Jail staff expects to offer daily transports in the coming months as a result of executing a number of additional contracts with other jurisdictions that also use SCORE. Lastly, the City no longer uses and is no longer required to coordinate with the Issaquah Jail. Staff has no concerns about transporting inmates to and from SCORE and Yakima County Jail in a timely manner.

Visitation and Access to Counsel:

Some councilmembers have expressed concerns with geographic separation of an inmate from family and friends as this may impact visitation and access to counsel. A possible resolution to this issue is Yakima County's effort to establish video visitation to visitors with an internet-capable device and internet connection (similar to Skype though a different vendor and platform). This effort is currently underway and Yakima County Jail staff expects to have the system ready for use by mid-2016. Additionally, Yakima County Jail has provided Attorney-client visitation via video through the County's secure internet for several years. This has been vetted by the County's local public defender's office and is in place in the Tacoma Public defender's office and several other attorneys' offices both in the Tri-Cities and Ellensburg.

It is also important to note that inmates booked on Shoreline charges are not necessarily Shoreline residents. In fact, of the 726 total bookings at SCORE from January 1, 2015 to October 31, 2015, only 24% (173 inmates) have listed Shoreline as their city of residence. Thus, the impact on the ability of friends and family to visit the inmate may be somewhat diminished by the distance between Shoreline and the jail where the inmate is sentenced. Granted, most inmates booked and jailed on City charges are from the Puget Sound area and Yakima County Jail is further from the area than SCORE.

To further understand potential issues with inmate access to Counsel if transferred to a Jail outside of the Puget Sound region, staff asked the City's primary public defense firm for analysis. The firm had no issues with this plan and stated "..., [If] Shoreline elects to house people at Yakima it is likely that there would be no issues for persons serving a sentence, and 90 plus percent of the time it will have little or no impact on our ability to effectively represent persons in pre-trial status."

Proposed Contract Details:

As mentioned above, the 2016 daily rate at Yakima County Jail, at its most expensive, is \$54.75. Daily rates are structured on tiered scale. The daily rate decreases with the number of inmates jailed at the County's facilities. 2016 daily rates for Yakima County Jail are as follows:

Monthly Average Daily Population (MADP)	Daily Rate Per Inmate
151 - above	\$48.75
126-150	\$49.75
101-125	\$50.75
76-100	\$51.75
51-75	\$52.75
26-50	\$53.75
0-25	\$54.75

Other substantive portions of the proposed contract with Yakima County Jail are outlined below:

- **Section 5.** The County shall transport Inmates to and from the County's corrections facilities.
- **Section 10.** Inmate housing based on behavior (i.e. potentially violent, flight risk, etc.) as determined by the County.
- **Section 12.** The County shall provide in-facility medical care. No Inmate shall be denied necessary health care because of an inability to pay for health services. The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside

Yakima County Department of Corrections facilities. Transportation to and from medical appointments is provided by Yakima County Jail.

- Section 16. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.
- Section 26. The duration of the agreement shall be from January 1, 2016, and shall end on December 31, 2016. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

SCORE Contract Amendment

Execution of a contract with Yakima County Jail would necessitate amending the City's current contract with SCORE. Currently, the City's contract with SCORE includes a number of guaranteed beds and a 25% cap above the guarantee that retains the lower guaranteed bed rate. If the City's yearly bed days exceed the 25% cap, the City would then pay the higher unguaranteed rate for all beds above the number of guaranteed beds. The contract includes 35 guaranteed beds and another eight (25% cap) at the guaranteed rate (43 beds total). This means the City pays for 35 jail bed days regardless of whether or not they are used and can use up to 43 beds at the lower bed rate.

If the City uses approximately 25 beds at Yakima County Jail as proposed, the number of guaranteed beds at SCORE could be reduced. Additionally, in negotiating this amendment, staff has been able to secure a 100% cap at the guaranteed rate as opposed the current 25% cap. As a result staff proposes the number of guaranteed beds be reduced to 20 from the current 35 as the City will be able to secure another 20 at the guaranteed rate should they be needed.

The proposed amendment to the SCORE contract also includes provisions for SCORE to facilitate and provide hospital security services and transportation to medical appointments at a rate of \$65 per hour for each hour if SCORE staff is available. Currently, the City's police officers transport and provide security services during an inmate's medical appointments at an average overtime rate of \$73.65. The 2016 rate is estimated to be \$75.12. Further, transport by City police officers means that overtime rates begin when the officer leaves Shoreline for SCORE even though the inmate is not yet in the officer's custody. Also, overtime is still paid to the officer once the inmate is returned to SCORE and returns to Shoreline. SCORE taking over transport and security services for inmates attending medical appointments should be a net positive impact on the City's criminal justice budget.

Snohomish County Jail

Snohomish County Jail (SCJ) has recently begun working with contract agencies to offer jail housing services again, though for a number of reasons, staff does not recommend the City pursue a contract with SCJ at this time.

First, SCJ's video court is at full capacity serving other Snohomish County cities and thus cannot offer that service to contract cities. As such, booking and jailing inmates into Snohomish County pre-disposition is not feasible. Alternatively, housing sentenced inmates could be a possibility. However, SCJ's 2016 daily rate of \$88.50 is only \$16.50 less than SCORE's 2016 daily rate of \$105 and still much higher than Yakima County Jail's daily rate of \$54.75.

Additionally, in 2013, a U.S. Department of Justice review found the SCJ was understaffed, overcrowded and lacking proper guidelines for inmates with serious medical needs. There were eight deaths at the Snohomish County Jail from 2010 through 2013, some leading to legal claims accusing officials of denying inmates proper medical care. While changes have been implemented since the review, some stakeholders in the area still have questions and concerns about the Jail and its practices. Further, given the way that the City received abrupt notice in late 2013 that the Snohomish County Jail was no longer able to accommodate City inmates and that the City's then contract with SCJ would be terminated, staff is hesitant to recommend SCJ as an option for jailing.

FINANCIAL IMPACT

There is no financial impact of tonight's discussion. Council is scheduled to consider authorization for the City Manager to execute a contract with Yakima County Jail and amend the City's current contract with SCORE on December 14, 2015. The 10 Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing such a cost savings measure. It is important to note that exact savings cannot be calculated as costs may be affected by a number of factors. For example, arrest rates may affect the number of cases filed by the City's prosecutor and ultimately the frequency and number of jail sentences per year.

RECOMMENDATION

No formal action is required at this time. Staff recommends that Council discuss potentially executing a jail services contract with Yakima County with the intent of sending a portion of the City's sentenced inmates to the Yakima County Jail and an amendment to the City's contract with SCORE to lower the number of guaranteed beds per day from the existing amount of 35 to 20. The contract amendment with SCORE also includes a provision for medical transport for inmates that must attend various medical appointments.

ATTACHMENTS

Attachment A: Draft Yakima County Jail Contract
Attachment B: Draft SCORE Jail Contract Amendment

AGREEMENT FOR INMATE HOUSING 2016

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and **the City of Shoreline** (hereinafter the "City").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for inmate housing, and

WHEREAS, the City desires to transfer custody of certain of its inmates to the County to be housed in the County's corrections facilities during those inmates' confinement, and to compensate the County for housing such inmates, and

WHEREAS, the County desires to house inmates who would be otherwise in the City's custody on the terms agreed herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. Purpose. The purpose and intent of this Agreement is to establish the terms under which the County will house City inmates during the calendar year 2016.

2. Definitions.

Business day means Monday through Friday excluding Yakima County standard holidays.

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

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

City Inmate means a person subject to City custody who is transferred to County custody under this Agreement

3. General Provisions. The County shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates in the same manner as it provides housing, care and custody to its own inmates.

The County shall manage, maintain, and operate its corrections facilities in compliance with all applicable federal, state, and local laws and regulations.

4. Right to Refuse or Return Inmate. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City, if the Inmate has a current illness or injury that is listed in **Attachment A - Medical Acceptability**. The County shall provide notice to the City at least one business day prior to transport.

5. Inmate Transport. County Transported: The County shall transport Inmates to and from the County's corrections facilities except when weather or other conditions beyond the County's control prevent transport.

The County will pick up and drop off Inmates at a mutually agreed upon destination. In the event the City wishes the County to pick up and/or drop off a City Inmate at another detention

or correction facility, the City shall notify the County of the location of the Inmate for pick up and/or drop off.

The City shall provide a written inmate transport list to the County the business day prior to transport. At the time of scheduling transport if possible, but no later than transport pickup, the City shall provide to the County the warrant or court order detaining or committing the Inmate, as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

City Transported: The City will provide the County a written transport list to the County the business day prior to delivery. At the time of delivery, the City shall provide the County the warrant or court order detaining or committing the inmate as well as any order that specifies the Inmate's next court date or sentence to confinement.

The City shall provide a complete copy of each Inmate's records in its possession to the County prior to transferring custody of the Inmate to the County. The County will not assume custody of any inmate without a warrant or court order that commits the Inmate to confinement.

6. Inmate Records. The City shall provide all medical records in its possession to the County's transport officers prior to the Inmate's departure from the City's detention or designated detention facility. In the event the Inmate is transported by the City, the City shall provide all medical records in its possession to the County's booking officer. In the event additional information is requested by the County regarding a particular Inmate, the County and City will mutually cooperate to provide the additional information needed.

7. Inmate Property. The County shall accept and transport Inmate property in accordance with **Attachment B – Property**, and shall be responsible only for inmate property actually delivered into County possession. The County shall hold and handle each Inmate's personal property in the same manner it holds and handles property of other County 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 dispose of the Inmate's property not delivered and accepted into County possession. When returning Inmates to the City, the County shall transport Inmate property according to the provisions of Attachment B – Property, and it shall be the responsibility of the County to dispose of any of the Inmate's property not transported with the Inmate.

8. Booking. Inmates shall be booked pursuant to the County's booking policies and procedures. Inmates transported by the City that are not acceptable at booking, will be the responsibility of the City to transport back to City.

Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the 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.

The County and City will attempt to develop a process at City detention facilities for pre-booking Inmates who are being transferred to the custody of the County.

9. Classification. Inmates shall be classified pursuant to the County's classification policies and procedures, and within the sole discretion and judgment of the County. The City shall provide information identified in **Attachment C – Classification**, of this Agreement.

10. Housing. Inmates shall be assigned to housing pursuant to the County's policies and procedures, and within the sole discretion and judgment of the County. Provided however, that generally, if a City Inmate's classification qualifies him/her to be housed in the Yakima County Corrections Center, and there is a bed available at the Yakima County Corrections Center, the Inmate shall be housed in the Yakima County Corrections Center. Exceptions to this general provision include circumstances such as: 1) No women are housed at the Yakima County Corrections Center; 2) Inmates assigned to certain work crews must be housed in the Main Jail or Annex; 3) Certain programs are available only to Inmates housed in the Main Jail or Annex; 4) Inmates who will be housed for less than one week will usually be housed in the Main Jail or Annex.

11. Inmate Work Programs. The County may assign Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties.

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

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

The County shall notify the City's designee(s) via e-mail or fax if a City Inmate requires medical or dental treatment at an outside medical or health care facility. The City shall be responsible to promptly notify the County of any changes in its designee(s).

The City shall pay for all medical, mental health, dental or any other medical services that are required to care for the City's Inmates outside YCDOC facilities. Except, the County shall bear the expense of any such medical care necessitated by improper conduct of the County, or of its officers or agents.

The County shall notify the City as soon as reasonably possible before the Inmate receives medical and/or dental treatment outside of YCDOC facilities. The City acknowledges that such notice may not be reasonably possible prior to emergency care. Lack of prior notice shall not excuse the City from financial responsibility for related medical expenses, and shall not be a basis for imposing financial responsibility for related medical expenses on the County.

Outside medical expenses for Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

13. Inmate Discipline. The County shall discipline Inmates according to the same policies and procedures under which other County inmates are disciplined. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable County inmate, up to and including the removal of earned early release credits as approved by the City.

14. Removal from County Facilities. Except for work programs or health care, and during emergencies, Inmates shall not be removed from County facilities without written authorization from the City or by the order of any court having jurisdiction. Other jurisdictions

may "borrow" a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the Inmate's emergency removal, the County shall notify the City by email or fax as soon as reasonably possible. No early release or alternative to incarceration, including furloughs, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

15. Visitation. The County shall provide scheduled visitation for attorneys, spouses, family and friends of Inmates. Such visitation may be accomplished as provided in Section 24 of this Agreement.

16. Inmate-Attorney Communication. Confidential telephones or visitation rooms shall be available to inmates to communicate with their attorneys.

17. Inmate Accounts. The County shall establish and maintain an account for each Inmate. The County 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, the County shall transfer the balance of that Inmate's account that is not subject to charges, to the Inmate or to the City in the form of a check or a debit card in the name of the Inmate.

In the event the County contracts with a company/business that furnishes technology for wireless inmate account crediting (such as Keefee or JPAY) the City may allow the County (or County'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 for such a system.

18. Detainers. Inmates in a "Detainer" status shall be handled according to **Attachment E – Detainers**.

19. Releases. The City shall be responsible for computing and tracking all sentence time calculations, good time, court dates and release dates. Inmates will be released in accordance with **Attachment F – Inmate Release**.

The County 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. Escape. If a City Inmate escapes County custody, the County shall notify the City as soon as reasonably possible. The County shall use all reasonable efforts to pursue and regain custody of escaped City Inmates, and shall assume all costs connected with the recapture of the City Inmate.

21. Death. If a City Inmate dies in County custody, the County shall notify the City as soon as reasonably possible. The Yakima County Coroner shall assume custody of the City Inmate's body. Unless another agency becomes responsible for investigation, YCDOC 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, YCDOC shall liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

The City shall provide the County with written instructions regarding the disposition of the City Inmate's body. The City shall pay for all reasonable expenses for the preparation and shipment of the body. The City may request in writing that the County arrange for burial and all matters related or incidental thereto and the City shall be responsible for all costs associate with this

request. Except, the County shall bear such expenses necessitated by improper conduct of County, or its officers or agents.

22. Reporting Requirements. Ordinarily on business days, the County will deliver the following reports to the JAG, which will disseminate them to the City:

Here Now Report - a report detailing City inmates in YCDOC custody.

Housing Report – a report detailing which city inmates are housed at the Yakima County Corrections Center.

Custody Report – a report of total inmate populations confined at all YCDOC facilities. It includes current and historical safety and population data.

Special Housing Report – Identifies city inmates who are in special housing assignments.

23. City's Right of Inspection. The City shall have the right, upon reasonable advance notice, to inspect County correction facilities where City Inmates are housed at reasonable times. During such inspections, the City may interview its Inmates and review its Inmates' records. The City shall have no right to interview inmates housed for other jurisdictions or to review their medical records, unless it is properly authorized to do so by the inmate or the other jurisdiction.

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

By separate mutual agreement, the County and City may provide video conference capabilities for personal visiting, professional visiting, pre-trial conferences, arraignments and other court and conferencing needs.

Bed Rate. In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$48.75
126-150	\$49.75
101-125	\$50.75
76-100	\$51.75
51-75	\$52.75
26-50	\$53.75
0-25	\$54.75

The Bed Rate includes all in-facility medical, dental (if available), and mental health services. In the event an inmate requires out of facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

The County shall not charge a booking fee in connection with housing the City's Inmates.

The City may purchase additional beds, as available, at the then- existing bed rate; however, the County shall have the right to refuse to accept custody of or house inmates in excess of the City's minimum bed commitment.

The Daily Fee for inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

25. Billing and Payment. The County 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 County and date and time released from the County and itemization of any additional charges including a description of the service provided, date provided and reason for service.

The County shall provide said statement for each month on or about the 10th day of the following month. Payment shall be due to the County within (30) days from the billing date. The County may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received.

The Daily Fee for City Inmates housed for more than one jurisdiction shall be divided equally among those jurisdictions.

26. Duration of Agreement. The duration of this Agreement shall be from January 1, 2016, at 1200 A.M. and shall end at 11:59 P.M., on December 31, 2016 unless otherwise terminated in accordance with Section 31 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the County and City.

27. Independent Contractor. In providing services under this Agreement, the County 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.

28. Hold Harmless, Defense, and Indemnification. The County 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, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County custody) that result from or arise out of the acts or omissions of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify the County, 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, injury, or death of any City Inmate, or loss or damage to City Inmate property while in County 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 the County in connection with or incidental to the performance or non-performance of the City's and or County's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and County shall each be liable for its proportionate share of fault 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.

The County and 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.

29. Insurance. The County and 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.

The County and 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 policy shall provide coverage on an occurrence basis.

30. Termination.

A. Mutual Agreement: This Agreement may be terminated by mutual written consent between the County and City with ninety (90) 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) conditions and/or circumstances at Yakima's facilities present an imminent risk of serious injury or death to the City's Inmates [Imperiling Conditions]; 2) the City has sent County written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) the County 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 30 days after the County receives the City's notice. Termination under this provision shall be effective if and when: 1) after at least 30 days, the County has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given the

County formal written notice of final termination under this provision. After Termination under this provision the City shall have no further financial obligations under this Agreement.

C. **Material Breach:** 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 ninety (90) days, unless the parties agree in writing to a longer cure period. Termination shall be effective upon and the City shall have no further financial obligations under this Agreement from the date of removal of its Inmates from the Yakima Facility or County's receipt of final notice that City is terminating the Agreement after the expiration of the cure period, whichever occurs last.

31. 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.

32. Equal Opportunity. Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital 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 (RCW chapter 49.60) 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 immediately.

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

34. 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.

35. Severability. If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

36. 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

37. Approval and Filing. 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 City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

38. General Provisions. Unless otherwise agreed in writing executed by both parties, on and after January 1, 2016, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and the County under which the County

houses City Inmates, and no other oral or written agreements between the parties shall 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 executed by both parties.

The County shall not delegate its duties pertaining to housing City Inmates without the written consent of the City, which consent shall not be withheld unreasonably.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

In the event the County or City defaults on the performance of any terms of this Agreement and files a lawsuit, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses.

This Agreement may be executed in any number of counterparts.

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

TO CITY: Shawn Ledford, Chief of Police
Shoreline Police Department
1206 North 185th Street
Shoreline, WA 98133

TO COUNTY: Ed Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

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.

	<p>CITY OF SHORELINE, WASHINGTON</p> <p>By: _____ Debbie Tarry, City Manager</p> <p>Date: _____</p> <p>Attest: By: _____ Jessica Simulcik-Smith, City Clerk</p>
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	<p>Approved as to form:</p> <p>By: _____</p> <p>City Attorney</p>
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ATTACHMENT A
MEDICAL ACCEPTABILITY

The County shall determine the medical and mental acceptability of inmates for transport using the following excluding criteria:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Signs of untreated broken bones or dislocated joints.
3. Any injury or illness requiring immediate or emergency medical treatment.
4. Unconsciousness.
5. Inmates unable to stand and walk under their own power.
6. Wheel chair bound individuals.
7. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
8. Signs of alcohol and/or drug withdrawal.
9. Bed bound individuals.
10. Individuals with attached IV or requiring IV medications.
11. Individuals requiring the use of oxygen tanks.
12. AMA (Against Medical Advice) from the hospital.
13. 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.
14. Post-operative persons who have follow up appointments within the next four weeks.
15. Wounds with drainage tubes attached.
16. Persons with permanent catheters.
17. Open and/or oozing bedsores.
18. Individuals requiring nebulizers who cannot obtain one.
19. 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.
20. 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.
21. Female inmates more than 5 months pregnant. Or any female inmate considered a high-risk pregnancy.
22. Persons undergoing chemotherapy and/or radiation treatment.
23. Persons undergoing dialysis.

24. Persons with the following untreated medical conditions:
 - a) Heart disease
 - b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) Asthma
 - f) Psychosis
 - g) HIV Positive or AIDS
25. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
26. Persons taking Methadone, or Suboxone, a substitute for Methadone.
27. Persons with suicidal ideations or gestures within the past 72 hours.
28. Person, if prescribed, have not taken psychotropic medications for at least 72 hours.
29. Persons who have attempted suicide within the last 30 days.
30. Persons who have attempted suicide by overdose or ligature strangulation during current incarceration.
31. Persons displaying current psychotic episode.
32. Persons requiring CPAP machines as prescribed must be transported with the machine.

ATTACHMENT B
PROPERTY

County transport personnel 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. The transporting officer shall account for the property bag and funds being transported. Yakima County Department of Corrections transport personnel 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 pocketknives).
 - d) Liquids.
 - e) Any items that will not fit into the property bag.
 - f) Material deemed to be contraband.

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

ATTACHMENT C
CLASSIFICATION

The City shall supply the County with the following Classification related information, if it 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 city may "borrow" another contracting city's inmate as follows:

1. If a City requests the transport of another contracting City's Inmate from the County the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies the County in writing (e-mail) of its approval, the County shall provide the requested transport. The County will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the inmate.
2. Once custody of the City Inmate has been transferred to another agency, it is the responsibility of the requesting City to determine whether the City Inmate shall be returned to the custody of the County, and if so, the requesting City shall make all necessary and proper arrangements with the County and any agency with rights to custody of the Inmate, for the Inmate's return according to the terms of this agreement.
3. The County will not track the City Inmate once he or she has left the County's facility.
4. If the Inmate is returned to the custody of the County, the requesting City shall provide the County with sentencing/charge information. The City shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid Yakima County in determining split billing and release dates.
5. If the agency requesting to borrow a City Inmate is not in the "Contracting Agency," the requesting agency will be responsible to make all transport arrangements including all legal paperwork for the transport with the City of jurisdiction.
6. The County will transport the City Inmate only to a King County city that also contracts with the County for Inmate housing.
7. Inmates transported by the City, cannot be borrowed out of YCDOC.

ATTACHMENT E

This attachment only applies to Inmates transported by the YCDOC.

WARRANTS/OTHER COURT ORDERS/DETAINERS

1. The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers. When receiving a City Inmate, the Transport Officers shall review all paperwork provided by the City for all grounds to hold the Inmate and ensure that this information is entered into the County's JMS and is routed to the Out of County Transport Section Office Specialist.
2. Prior to releasing a City Inmate, the County 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, YCDOC 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, Yakima County 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, YCDOC will release the Inmate at the location determined by written (e mail) agreement of the YCDOC and the City under Section 5 of this Agreement.
 - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, YCDOC will send the Inmate to the custodial agency for that jurisdiction on the Mini-Chain.
 - d) If, upon return from YCDOC to the City, the Inmate is subject to a warrant that provides for statewide extradition, YCDOC 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 or are subject to Immigration and Custom Enforcement (ICE) detainers shall be returned to the City, unless the County and City agree in writing (email) to some other course of action.

ATTACHMENT F

INMATE RELEASE

County transport personnel will release City Inmates as follows:

1. Inside a staffed correction or detention facility (jail).
2. Inside a staffed police agency (sally port or other secured area).
3. Outside of a Law Enforcement Agency when agency personnel, telephone access, and weather protection (lobby areas) are available to the released Inmate.
4. City Inmates for whom bail is posted, or who otherwise have a right to be released may, by signed written waiver, choose to remain in custody and return to City by the regularly scheduled transport, or to be released to a family member or friend, or to the streets of Yakima.
5. Inmates transported by City must be picked up at least 12-(twelve) hours prior to the inmate's scheduled release date and time. If the inmate is not picked up before the scheduled release time, the Inmate will be automatically scheduled to be transported, at the City's cost to include the addition of transport fees for all days served, on the next available transport to the City.

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter FIRST Amendment to the Original Agreement”), dated August 28, 2014, 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 a “Party”), and amends that certain Agreement for Inmate Housing effective for the period January 1, 2015 through December 31, 2016 by and between the Parties, as previously amended (the “Original Agreement”).

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE’s correctional facility (the “Facility”); and

WHEREAS, at a regular meeting held on July 22, 2015, the Administrative Board of SCORE (the “Board”) approved a new rate structure for inmate housing at the Facility; and

WHEREAS, the Parties now desire to amend the Original Agreement to reflect the new rate structure as set forth herein;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01. Definitions. All capitalized words and phrases, including those in the recitals, not otherwise defined herein shall have the meanings given to them in the Original Agreement.

Section 1.02. Amendments to Original Agreement.

1) Bed Rate. Effective January 1, 2016, Section 27 of the Original Agreement is hereby replaced in its entirety with the following:

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.

A. **Guaranteed Bed Rate:**

2016 \$105.00

Number of Guaranteed Beds 20

Non-Guaranteed (or excess use) Rate:

2016 \$157.00

City's use of guaranteed beds is averaged on a monthly basis. All contract rates are established to recover full cost of services. Guaranteed 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 Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services, and pharmaceuticals, except for medications for HIV, hepatitis, and biologics. In the event a City Inmate requires out-of-facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the City's Inmates.

Should the City exceed their usage of the guaranteed beds by more than 100%, or 40 beds, the rate for those beds in excess of that amount will be charged at the Non-Guaranteed Rate.

The City will have an opportunity to adjust the guaranteed bed quantity prior to July 1, of the proceeding year for the next calendar year.

- 2) Specialty Housing Surcharge. Effective January 1, 2016, Section 28 (Specialty Housing Surcharge) of the Original Agreement is hereby removed in its entirety.
- 3) Health Care. Effective January 1, 2016, Section 12 (Health Care) of the Original Agreement is hereby replaced with the following:

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 standards if accredited.

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 to promptly notify 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 related medical expenses, and shall not be a basis for imposing financial responsibility for related 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 and transportation to and from medical appointments at a rate of \$65 per hour for each hour if staff is available.

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.

4) Term. Based upon the conditions established in Section 32 of the Original Agreement, the Term is hereby modified to reflect the following:

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 period of January 1, 2016 through December 31, 2018.

Section 1.03. Effective Date of Rate Modification. The Parties hereby agree that the rate amendment set forth in Section 1.02(1) of this First Amendment shall be effective beginning January 1, 2016.

Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF SHORELINE

SOUTH CORRECTIONAL ENTITY

By _____

By _____
Penny Bartley, Executive Director

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:

By _____

City Attorney

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion and Update – The King County Metro Long-Range Plan
DEPARTMENT:	Public Works
PRESENTED BY:	Randy Witt, Public Works Director Nytasha Sowers, Transportation Services Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

King County Metro Transit (KC Metro) is updating its long range plan for transit service. In 2013, King County Metro's Strategic Plan for Public Transportation 2011-2021 was amended to include a new strategy for development of a Transit Long Range Plan. The amendment directed KC Metro to establish and maintain a Transit Long Range Plan that:

- (1) reflects regional transit service and capital plans identified through Sound Transit's adopted long-range plan and incorporates transit service needs; identified through adopted local comprehensive and other transportation plans;
- (2) uses, as a starting point, today's transit network and needs as defined by the King County Metro Service Guidelines; and
- (3) remains consistent with the policies and values of its Strategic Plan for Public Transportation.

Metro's long-range plan will present a shared vision for a future public transportation system that gets people where they want to go and helps our region thrive. The plan will describe an integrated network of transportation options, the facilities and technology needed to support those services, and the financial requirements for building the system. Growth is occurring in King County and throughout the four-county central Puget Sound region. Forecasts project that there will be 28 percent more people and 40 percent more jobs in the region by 2040. Metro's annual service is expected to grow by 2.3 million annual service hours, from 3.5 million hours today to 5.8 million hours by 2040.

Metro will develop its plan in close coordination with Sound Transit and other transportation agencies. Sound Transit is also developing its long range plan, or Sound Transit 3 (ST3), for transit service for its tri-county service area which includes King County. Sound Transit and King County Metro are coordinating the development of their long range plans to ensure integrated regional service.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact associated with tonight's discussion.

RECOMMENDATION

This item is for discussion purposes only; no action is required. Staff is requesting feedback from the City Council on the adequacy of the transit service proposed for the City of Shoreline in King County Metro's Draft Preliminary Concept transit service network.

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

BACKGROUND

King County Metro (KC Metro) officially launched the development of its Long Range Plan in January 2015. Since then KC Metro has been meeting regularly with a Technical Advisory Committee (TAC) and a Citizen Advisory Group (CAG) to confirm the County's existing and future transit needs, evaluate alternative service concepts and develop a preferred concept that will effectively address the County's transit needs over the next 25 years.

In July 2015, KC Metro staff presented three service concepts that emphasized different styles of service – Frequent, Express and Local - that will serve as the building blocks for developing a future transit service network. The service concepts presented varied primarily by the frequency of service provided, geographic coverage, travel speed and transit stop spacing. Table 1 below provides an overview of these three types of service. KC Metro staff explained that a Draft Preliminary Concept transit network for the county would include a combination all three types of service. KC Metro asked its advisory groups to review the three concepts and provide their service type preferences and the important locations to be served by the proposed service.

Table 1. King County Metro's Service Plan Concepts

Service Type	Headway	Best Location for Use	Design Characteristics	Purpose/ Result
Frequent	Every 10 – 15 min; 20 hr/day	Long dense corridors, serves multiple trip types	<ul style="list-style-type: none">• Mile route spacing• Grid orientation	Improve general accessibility and ridership
Express	Every 15 – 30 min; 15 hr/day	Between centers of high transit demand	<ul style="list-style-type: none">• Longer distances• Limited stops• Direct all-day connections• Higher speed corridors	<ul style="list-style-type: none">• Improve point to point accessibility• and ridership for high demand centers
Local	Every 30 to 60 min; 18 hr/day	Lower density or hard to serve neighborhoods	<ul style="list-style-type: none">• ½ mile route spacing• Direct connections	Improve proximity to transit

Shoreline reviewed the three transit service concepts and wrote a letter to KC Metro in August 2015 (Attachment A) expressing its interest in improving the speed and reliability of the transit service provided to Shoreline and increasing the amount of frequent, all-day service provided. The letter identified key destinations and transit hubs to be serviced in KC Metro's Long Range Plan.

In October 2015, KC Metro presented a Draft Preliminary Concept transit network to its advisory committees for review and refinement. KC Metro staff explained that the

Preliminary Concept is a blend of the Frequent, Express and Local service concepts and reflects the priorities they heard from their stakeholder outreach.

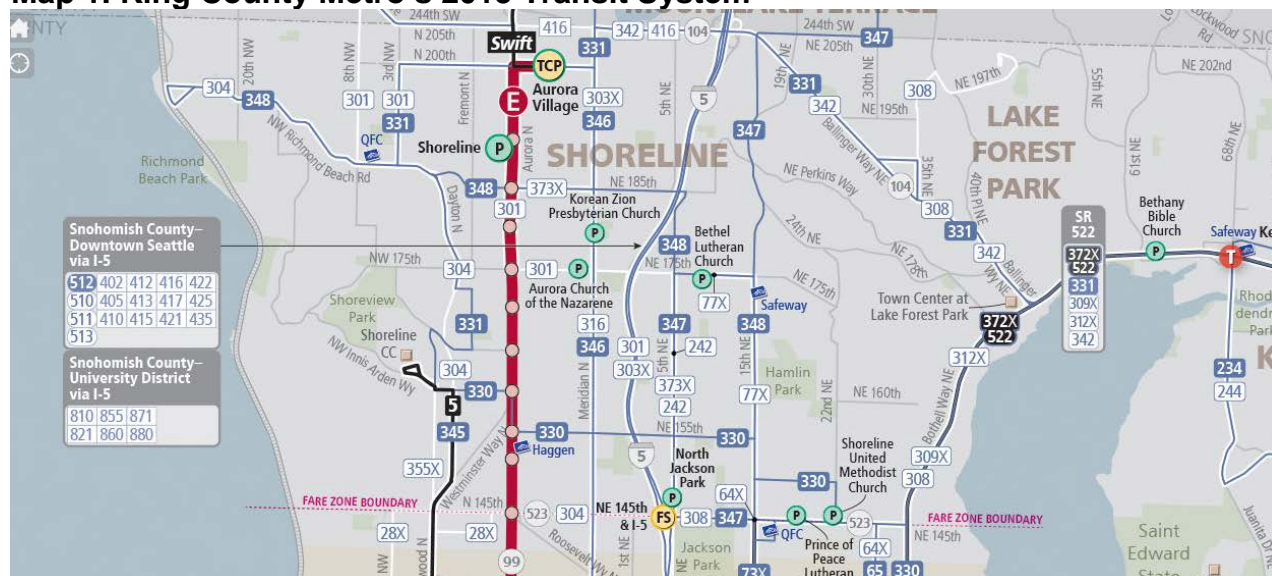
KC Metro has requested feedback on the Draft Preliminary Concept by December 11, 2015. Prior to this date it is holding a regional TAC workshop on November 30th and a joint TAC/CAG meeting on December 3rd for additional review and discussion of the Draft Preliminary Concept. KC Metro's Long Range Plan is expected to be finalized next year (see Attachment B and C for the Community Outreach Timeline and Long Range Plan Project Timeline respectively).

DISCUSSION

Using KC Metro's transit service concept terminology of Express, Frequent and Local service routes, KC Metro's current service in Shoreline can be characterized as primarily a mix of Express and Local service. The majority of transit routes operate in Shoreline with 15 to 30 minute headways during peak periods and 30 to 60 minutes headways off peak periods.

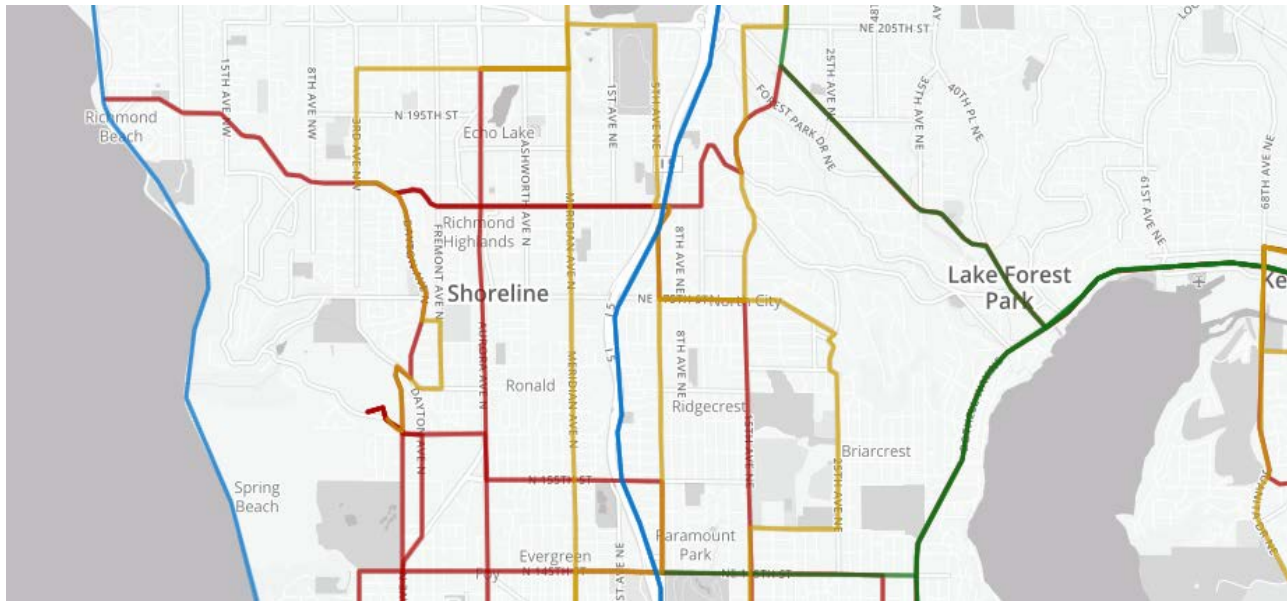
The majority of weekday bus trips that serve Shoreline have a regional destination (70%); with Seattle destinations taking the largest share of these trips. Weekday ridership on the routes to and from downtown Seattle represents almost half of the total weekday ridership in Shoreline. Most of that ridership occurs during the AM and PM peak period. Metro Transit Route 5 and Bus Rapid Line E have the only all-day, everyday service KC Metro currently provides to downtown Seattle. Map 1 below presents the current KC Metro transit routes serving Shoreline.

Map 1. King County Metro's 2015 Transit System



As shown in Map 2 below, KC Metro's proposed Draft Preliminary Concept appears to emphasize Frequent and Local service concepts in Shoreline. Blue lines on Map 2 represent Sound Transit commuter rail or light rail service. Red lines on Map 2 represent Frequent service, green lines represent Express service and yellow lines represent Local service.

Map 2. King County's Preliminary Concept for Shoreline Transit Service



Shoreline staff have done a preliminary review of the Draft Preliminary Concept and found the following:

- It provides both north/south and east/west Local and Frequent service routes to access the 145th and 185th light rail stations.
- It provides only one Express Service route and but several additional Frequent service routes to Shoreline.
- In addition to connecting to downtown Seattle, it provides increased connections to other key regional destinations such the University of Washington and Shoreline Community college – including several additional Frequent service routes.
- It provides connections to the key destinations and transit hubs requested in Shoreline's August 18, 2015 letter to KC Metro
- It continues to provide connections to inter-community destinations such as city libraries, high schools, and commerical areas such as Aurora Square – including a .new east-west Frequent service route connecting Richmond Beach to North City.
- The SR 522 (Bothell Way) to SR 523 (145th Corridor) route, which is currently identified as an ST 3 candidate project as a High Capacity Corridor, is designated as an Express service route. A Frequent service designation is more consistent with a Sound Transit High Capacity Transit designation.

Staff are in the process of conducting a more in depth analysis of the Draft Preliminary Concept to determine how the proposed level of service and geographic coverage presented addresses the projected future needs of the city.

STAKEHOLDER OUTREACH

In July 2015 both Sound Transit and King County Metro hosted on line surveys requesting feedback on their long range plans. To support this effort, the City of Shoreline sent out an alert to Shoreline citizens and a link to the survey urging citizens to participate. Shoreline will continue to work closely with KC Metro on development of the Long Range Plan and will notify Shoreline citizenry of upcoming specific opportunities to provide input as information becomes available.

COUNCIL GOAL(S) ADDRESSED

These projects address Council Goal No. 2: Improve Shoreline's utility, transportation, and environmental infrastructure, and Council Goal No. 3: Prepare for Two Light Rail Stations.

RESOURCE/FINANCIAL IMPACT

There is no financial impact associated with tonight's discussion.

RECOMMENDATION

This item is for discussion purposes only; no action is required. Staff is requesting feedback from the City Council on the adequacy of transit service provided to the City of Shoreline from King County Metro's Draft Preliminary Concept transit service network.

ATTACHMENTS

Attachment A: City of Shoreline letter to King County Metro
Attachment B: Community Outreach Timeline
Attachment C: King County Metro's Long Range Plan Project Time line



Memorandum

DATE: August 10, 2015

TO: Stephen Hunt
King County Metro

FROM: Nytasha Sowers
City of Shoreline, Transportation Planning Manager

RE: Comments on King County Metro's Long Range Public Transportation Plan

CC: Randy Witt, P.E.
City of Shoreline, Public Works Director

Thank you for the opportunity to review and comment on the King County Metro's Long Range Planning activities. Shoreline appreciates having staff participate on the Technical Advisory Committee (TAC) for this effort and would like to reiterate the following comments regarding modeling assumptions, our service network preference, and key destinations to be served.

1. Confirmation that the City of Shoreline's Zoning and Development Code regulation updates are being considered in the Ridership Model.

We understand the Long Range Public Transportation Plan (LRPTP) model being used is based on Sound Transit's ridership model for Puget Sound. As we discussed at an early TAC meeting, Shoreline would like to confirm that this model is taking into consideration the two station area planning efforts the City of Shoreline has undertaken resulting in modifications to the City's Zoning and Development Code regulations. The Zoning and Development Code regulations have been adopted for the 185th Street Station Subarea with discussion of these issues for the 145th Street Station Subarea expected to resume in early 2016 and an anticipated completion date that same year.

The anticipated average annual growth forecasted for the 185th Street Station Subarea is approximately 1.5 percent to 2.5 percent. However, growth would not be expected to occur at an even pace annually and presumably may be higher than the 1.5 to 2.5 percent average some years

and lower other years. See Table 2-3 of 185th Street Station Subarea Planned Action FEIS for more details on 20 year growth projections for Preferred Alternative (whole) and (phased – adopted) at <http://shorelinewa.gov/home/showdocument?id=18951>.

Annual growth rates for the 145th Street Station Subarea have been estimated to be comparable – please see page 3-82 of 145th DEIS link provided <http://www.shorelinewa.gov/home/showdocument?id=19305>. Maps of the adopted zoning code changes for 185th station area and proposed changes for the 145th station area can be found on the City of Shoreline’s website <http://shorelinewa.gov/home/showdocument?id=19945> and <http://shorelinewa.gov/government/departments/planning-community-development/planning-projects/light-rail-station-area-planning/145th-street-station-subarea-planning> respectively.

2. Shoreline’s interest in a Frequent Service Emphasis Network

At our last Technical Advisory Team Meeting in July, King County Metro asked the City to discuss the types and locations of transit service the City would like to see in the future in our community. As we indicated at this meeting, Shoreline’s preference is for the proposed Frequent Service Emphasis Network. Consistent with this approach, Shoreline is very interested in improving the speed and reliability of the transit service provided to our community and would like to increase the amount of frequent, all-day service provided in order to address the growing needs of our community.

The following are the key destinations and transit hubs we would like to have frequently served:

- Direct feeder routes from all areas of the City to the Shoreline light rail stations throughout the entire day and on weekends, with additional frequency during the peak periods.
- Increased bus frequency, new routes and/or direct service between the Shoreline Park & Ride and the 185th light rail station
- Redirect commuter routes that travel to downtown Seattle via I-5 to Shoreline light rail stations. Reallocate those hours to feeder routes that will bring commuters from park & ride lots or other areas of Shoreline to these stations
- Explore routing options to reduce travel times between Shoreline Community College, North Seattle Community College, Edmonds Community College and Northgate.
- Coordinate efforts between Community Transit and Metro Transit to provide bus service between Shoreline Community College and Edmonds Community College.
- Provide transit service between the two Shoreline high schools (Shorewood High School and Shorecrest High School) and between the Shoreline high schools and Shoreline Community College.
- Ensure that north-south routes that intersect east-west routes do so at similar times in order to reduce delays associated with transfers.
- Expand Route 373, running from the Aurora Village Transit Center to the University of Washington, from a peak-only service to an all-day service, in accordance with Metro’s existing Strategic Plan. – If bus service currently at the Aurora Village Transit Center is relocated to the 185th light rail station please ensure feeder service to the light rail stations provides connections to UW.

- Emphasize the need for express bus service from Shoreline to the University of Washington during the peak period.

The requested improvements listed above and others of relevance to Metro's planning efforts are reflected in the City of Shoreline's Transportation Master Plan, Transit Plan chapter, which can be found at the following web address:

<http://www.shorelinewa.gov/government/departments/public-works/transportation-services/transportation-master-plan>.

We very much appreciate the hard work that King County Metro staff and their consultant team are undertaking to make this long range planning process transparent, inclusive and effective. Thank you for your consideration and continued support.

King County Metro' s Long Range Transit Plan Community Outreach Timeline		
PHASE		ACTIVITY
Phase 1 (Jan – May 2015)	Discovery	Cities, community groups, businesses, transit riders and travelers of all types provide input to Metro about their goals and needs for public transportation through 2040.
Phase 2 (June December 2015)	Alternatives	<p>Metro shares alternative recommendations on service, capital investments and technology for the public to respond to and set priorities.</p> <ul style="list-style-type: none"> Agencies and local jurisdictions convene an advisory committee and integrate comprehensive planning. Key stakeholders and community representatives convene the CAG and establish a feedback loop for their neighbors, organizations, and communities to provide input. General public learns about the LRTP and engages through open houses, fairs and festivals and online forums and surveys.
Phase 3 (January – May 2016)	Preliminary Plan	<p>A draft plan is presented to the public with opportunities to give feedback online and in-person</p> <ul style="list-style-type: none"> Agencies and local jurisdictions brief their leadership and standing committees about preliminary results. Key stakeholders and community representatives provide recommendations on preliminary findings based on public comments. General public submits public comments on the draft LRTP online, at fairs and festivals, at CAG meetings or open houses.
Phase 4 (June to October 2016)	Final Plan	<ul style="list-style-type: none"> Agencies and local jurisdictions review and comment on final LRTP draft. Key stakeholders and community representatives provide input through the finalization of the LRTP draft and report back to their organizations, neighbors, and communities. General public provides public comments online and at open houses through the finalization of the draft plan as well as at a public comment period when the plan is introduced to Council. King County Council considers the final Long Range Public Transportation Plan through the legislative adoption process

King County Metro's Long Range Plan Project Time line

