



AGENDA

SHORELINE CITY COUNCIL WORKSHOP DINNER MEETING

Monday, November 26, 2018
5:45 p.m.

Conference Room 303 · Shoreline City Hall
17500 Midvale Avenue North

TOPIC/GUESTS: Council Operations

SHORELINE CITY COUNCIL REGULAR MEETING

Monday, November 26, 2018
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. 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) Approving Minutes of Regular Meeting of October 15, 2018	<u>7a-1</u>	
(b) Approving Expenses and Payroll as of November 9, 2018 in the Amount of \$4,976,096.45	<u>7b-1</u>	
(c) Authorizing the City Manager to Enter into an Agreement with Seattle City Light for Master Pole Attachment	<u>7c-1</u>	
(d) Authorizing the City Manager to Enter into an Agreement with King County Prosecutor's Office for Indigent Screening Services	<u>7d-1</u>	
(e) Authorizing the City Manager to Enter into an Agreement Amendment with Yakima County Department of Corrections for Inmate Housing	<u>7e-1</u>	
(f) Authorizing the City Manager to Enter into an Interlocal Agreement Addendum with SCORE	<u>7f-1</u>	

- (g) Authorizing the City Manager to Execute Amendment No. 4 to the Blueline Group, LLC Contract for On-Call Development Review Support 7g-1
- (h) Adopting Ordinance No. 846 – Final 2018 Budget Amendment 7h-1

8. STUDY ITEMS

- (a) Discussing Resolution No. 432 – Repealing Res. No. 423 in its Entirety and Adopting a New Recreation Program Refund Policy and Procedures 8a-1 7:20
- (b) Discussing 2019 State Legislative Priorities 8b-1 7:40

9. ADJOURNMENT

8:00

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 REGULAR MEETING

Monday, October 15, 2018
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Hall, Deputy Mayor Salomon, Councilmembers McGlashan, Scully, McConnell, Chang, and Roberts

ABSENT: None.

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

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

3. REPORT OF CITY MANAGER

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

4. COUNCIL REPORTS

Councilmember Roberts said he attended the Sound Cities Association PIC Meeting and reported that the draft legislative agenda was sent to the Council last week and amendments were due soon. He also said that he would like feedback on the draft of King County's Affordable Housing Action Plan which has been shared with Council.

Mayor Hall said he and City Staff had a productive meeting with Standard & Poor's Bond Rating Representatives. Additionally, he said the exit conference with the State Auditor resulted in a completely clean report and he commended Staff for their excellent work. Finally, he noted he had shared the King County Cities Climate Collaboration Interests document with Council and welcomed comments.

5. PUBLIC COMMENT

There was no public comment.

6. APPROVAL OF THE AGENDA

Councilmember Scully moved to consider adding an Action Item to discuss including The City of Shoreline’s support to an existing Amicus Brief in the case of Kunath v. City of Seattle. The motion was seconded by Councilmember Roberts.

Councilmember Scully explained that this was an existing court case challenging whether cities can have an income tax. He said this matter is time-sensitive, and that he had erroneously understood that it would be on the agenda for discussion. Since it was not, he asked for it to be added tonight because the deadline for participation is before the next Council meeting.

Deputy Mayor Salomon said he did not feel this was a priority in light of the full agenda.

Councilmember McGlashan said he would need more information about the case before offering his support.

Councilmember Roberts said the City Attorney has reviewed the very straightforward brief that the City of Olympia is considering filing and he believes she would be able to give Council an overview if added to the agenda.

Mayor Hall commented that the evening’s agenda is full and that he felt it was not a priority to dedicate Council or Staff time tonight.

The motion failed, 3-4, with Mayor Hall and Councilmembers McGlashan, Salomon, and McConnell voting no.

Mayor Hall thanked Councilmembers Scully and Roberts for addressing the issue and recognized this meant the item would not come before Council. He apologized for the confusion around it being added to the agenda and said that even without Shoreline’s specific endorsement, the case was moving forward through The Association of Washington Cities’ advocacy.

Mayor Hall announced that Sound Transit asked if it would be possible for their presentation to be moved up earlier in the evening. He said if no Councilmember objects, the Study Items 9.a and 9.b will be reversed upon approval of the agenda.

The revised agenda was approved by unanimous consent.

7. CONSENT CALENDAR

Upon motion by Councilmember McConnell and seconded by Councilmember Chang and unanimously carried, 7-0, the following Consent Calendar items were approved:

- (a) Approving Minutes of Regular Meeting of September 10, 2018
Approving Minutes of Workshop Dinner Meeting of September 24, 2018**
- (b) Adopting Ordinance No. 840 – Extending the Right-of-Way Franchise for Puget Sound Energy**

(c) Authorizing the City Manager to Execute Change Order #8 to the Shreve Construction Contract (8682) for Construction of the Police Station at City Hall Project

8. ACTION ITEMS

- (a) Adopting Ordinance No. 844 – Authorizing the Acquisition of Real Property for the Purpose of Provision of Sewer Service Utility and Uses Related Thereto by Negotiated Voluntary Purchase, Under Threat of Condemnation, or by Condemnation

Margaret King, City Attorney, presented the Staff Report. She said that the Ordinance would authorize Staff to move forward with negotiations for the acquisition of reversionary interest in property that was previously deeded to the City by BSRE. She explained that the City has been in the process of assuming the Ronald Wastewater District, but ongoing litigation had delayed the final formal process. Ms. King communicated that the conveyance of the 2013 Quit Claim Deed had a provision stating that if the assumption was not completed by July 1, 2018, BSRE had the election to repurchase the pump station, which serves approximately 50 homes. She clarified that the notice did not have a defined timeline to the reconveyance, since formal assumption did not meet the established timeline. She reported that the City provided notice of the Condemnation Ordinance as required by State law and said that the maps show six parcels, rather than the original three, because of subsequent boundary line adjustments and parcel consolidation. She reviewed a recommended amendment to the Ordinance, which states that the City is only seeking to acquire all interests in the property that was transferred from BSRE to the City. She said that Staff had determined that retention of the station and associated facilities is in the best interests of the City and recommended adoption of the Ordinance with the amendment she described.

Mayor Hall asked about the compensation associated with the acquisition and referenced public comment on this question from Karr Tuttle Campbell. Ms. King said the City would determine the value of the property, which would reflect fair market value and might vary from the \$10,000 mentioned in the Quit Claim Deed.

Mayor Hall asked if there was any public comment for this agenda item. There was no public comment.

Councilmember McConnell moved that City Council waive Council Rule of Procedure 3.5 and adopt Ordinance No. 844. The motion was seconded by Councilmember Chang.

Mayor Hall explained that Rule of Procedure 3.5 specifies three readings of any Ordinance prior to action, and the opportunity for public comment offered was done to fulfill requirements for action.

Councilmember Roberts moved to amend the main motion to include the recommended amendments to the motion and to Exhibit A. Councilmember McGlashan seconded the motion.

The vote on the main motion as amended passed unanimously, 7-0.

Councilmember McGlashan asked if it was correct that although six parcels were listed, the final acquisition may not include them all. Ms. King confirmed this, and elaborated that the Ordinance does not institute condemnation, but merely gives authority to do so if needed.

Councilmember Roberts asked for the title status for the property. Ms. King said there was a tax parcel created, but that the associated easements that protect the flows to the pump station needed clarification. Ms. King said condemnation of easements is used for roads and to support infrastructures. Councilmember Roberts asked about the concern expressed in public comment about the size of parcel acquisition. Ms. King answered that the City was only interested in acquiring easements necessary for the benefit of the Wastewater Utilities' infrastructure.

Mayor Hall summarized, with confirmation from Ms. King, that although there are other entities who may have property interests on the included parcels, the action being authorized with this Ordinance would not extinguish any of those, but solely secure the easements required to operate the pump station. Mayor Hall expressed appreciation for the process behind this acquisition and recognized that sometimes action like this must be taken to protect the needs and rights of the community.

Councilmember Roberts asked if taking action would preclude any voluntary agreement that might be reached with the preexisting property owner. Ms. King assured Council that she would continue to work for an agreeable solution that would avoid condemnation.

The motion carried unanimously, 7-0.

(b) Adopting Ordinance No. 838 – Rezone at 14507 and 14511 Stone Avenue North

Miranda Redinger, Senior Planner, provided the Staff Report. She reviewed the application for the rezone of two parcels from Residential 48 (R-48) to Mixed Business (MB). She displayed images of the site, site plan map, vicinity, and zoning and Comprehensive Plan designations. She shared the process history and reminded Council of the Decision Criteria. She stated the Hearing Examiner recommended approval of Rezone Application PLN18-0019 and that Staff recommends adoption of Ordinance No. 838.

Prior to discussion, Mayor Hall reminded Council of the Appearance of Fairness Law and asked if any Councilmember had any ex parte communications. No Councilmember indicated they had any to disclose.

Councilmember Roberts moved adoption of Ordinance No. 838. The motion was seconded by Councilmember McConnell.

Councilmember Roberts commented that this rezone fits within the decision criteria and no concerns had been expressed.

Deputy Mayor Salomon said that he did not know if the residents of the apartment were aware of the potential rezone and voiced his concern that, while there were no imminent development plans, the rezone could drive an increase in property taxes, which might trickle down to affect the renters of the property. For this reason, he stated he would be voting against adoption of the Ordinance.

Mayor Hall offered that the he would be supporting adoption of the Ordinance because the Comprehensive Plan Designation of Mixed Use was already in place and the transition standards would provide larger setbacks for the neighbors.

Councilmember Chang reminded Council that public comment submitted to the Hearing Examiner supported the rezone.

The motion passed 6-1, with Deputy Mayor Salomon voting no.

9. STUDY ITEMS

(a) Update on Sound Transit ST3 145th/SR523

Nytasha Sowers, Transportation Services Manager, introduced Paul Cornish, BRT Program Director, and Kathy Leotta, SR 523 Project Manager, from Sound Transit and reminded Council of the two upcoming community workshops for the project. Ms. Sowers noted that the project has had concept refinements which are referred to in the Staff Report as the ‘Hybrid Concept’ and the ‘Repurposed Lane Concept’, and while the concepts are the same, the nomenclature differs from that used in the Sound Transit presentation.

Ms. Leotta and Mr. Cornish presented an update on the implementation of the ST3 Plan. Mr. Cornish thanked Shoreline Staff for their participation in the project and reiterated how important collaboration was to the decision-making process.

Ms. Leotta said that the project has reached a period of intense community engagement and technical analysis of the entire corridor and has consultants on board. She said that several corridor-wide open houses and workshops have been offered and displayed a record of the mixed levels of attendance. She listed the members of the active interagency working group and mentioned how the project benefits from this engagement, starting with support in getting the Ballot Measure out to the public.

Displaying graphics of the initial representative project as developed in the ST3 Plan, Ms. Leotta explained the designated route, which assumes bus queue jumps on 145th, completing gaps in business access and transit lanes on SR 522, and includes additional parking and an expansion of an existing transit center.

Ms. Leotta said the corridor-wide key considerations include: transit speed and reliability; impacts to property and traffic; non-motorized access; coordination with local plans; coordination with WSDOT and transit partners; and meeting cost and schedule expectations. She

said feedback included interest in transit priority improvements on 145th, need for pedestrian crossings, and concern over accessibility for all users.

Ms. Leotta reviewed the locations of the BRT stations, and the roadway elements of bus queue jumps and associated sidewalk improvements in the representative project. She then addressed the new refinements, explaining that the first refinement involves repurposing general-purpose lanes for BAT lanes and adding sidewalks. The second refinement involves shorter queue lanes and more sidewalks. She said intersection refinements and roundabout considerations will be included as options for the project.

Ms. Leotta said that next steps include additional community engagement and reporting, refining options, and continuing group meetings. She said they are on track for advancing to Phase II during the first quarter of 2019.

Councilmember McGlashan said he did not think repurposing an already existing lane to a BAT lane would work from SR 522 to 5th Avenue NE based on current traffic congestion. He asked if he understood correctly that there would be a designated bus lane from 15th Avenue NE to 5th Avenue NE and asked for details. Ms. Leotta explained that an additional westbound bus lane or lane repurposing were options. Councilmember McGlashan asked if Staff and Council would have opportunity for further comment before final decisions were made. Mr. Cornish assured Council that there would be continued venues for discussion with city leadership. Councilmember McGlashan thanked the voters and Sound Transit for supporting this highly beneficial project.

Deputy Mayor Salomon said that while he recognizes the need to be careful with property acquisition, the City needs to be bold in our vision for long-term, successful regional transportation.

Councilmember Roberts spoke to the long-term challenge of traffic and said if 145th (SR 523) does not support BRT, the whole project will be impacted. He said he felt full BAT lanes along the entire corridor were the only solution, both for traffic control and safety issues. He expressed concern with the high number of average daily trips and congestion already on 145th, and said it was important to get this section right and prevent bus delays. Ms. Leotta responded that they are looking carefully at this segment and are aware of the congestion in the interchange. She said that the having full additional lanes in each direction did not fit within the project budget.

Mr. Cornish agreed with Councilmember Roberts' observation of the significance of the 145th corridor and said they were exploring all possible options to make this critical area work.

Councilmember Chang said she also did not see how repurposing the existing lanes would work and noted that it seems the project is getting smaller due to budget constraints, which will affect the outcome. She asked how the representative project differed from Shoreline's preferred alternative and what drove the change. Ms. Sowers cited three major ways the representative project differs. She said the preferred plan included the maintenance of general purpose lanes (fewer BAT lanes and queue jumps), two additional left turn lanes, and sidewalks along the entire corridor. Councilmember Chang asked how Sound Transit will determine what is 'good

enough' in meeting needs, and if there was a level-of-service (LOS) goal. Ms. Leotta said that while there was no specific LOS goal, they would look at travel times, how access is impacted, and how land use is supported, while staying within the budget. She reaffirmed the commitment to collaborative work. Ms. Sowers said that LOS's vary based on objectives. Ms. Leotta elaborated that evaluation is not straightforward because of the complexity of the project.

Councilmember McConnell reminded Sound Transit that Shoreline has collaborated on this project from its inception. She reaffirmed how critical the SR 523 corridor was to the success of the project and how it is already congested. She said she fears that projections do not adequately account for the potential traffic increase, and expressed that Seattle needs to be a more active partner in the discussions. Ms. Leotta affirmed that Seattle was an active participant in planning and said she appreciated Shoreline's recognition of the traffic problems on SR 523 and commended the work being done to mitigate them.

Councilmember Scully said it was never his understanding that ST3 would pay for the entire project. He said he would rather have Sound Transit avoid short-term fixes and improve as many segments they can at 100 percent right. Then any gaps can be filled in later as funding is available. Additionally, he echoed the sentiment that eliminating a general-purpose lane was not a good option, and he expressed disbelief that roundabouts would be beneficial. Mr. Cornish responded that the State requires an intersection evaluation process, and the consideration of roundabouts is one of the steps.

Mayor Hall emphasized the regional expectation is that this project will add capacity, but the refinements do not reflect this. He stated this project needs to be looked at as part of a system. SR 523 is a major thoroughfare that bottlenecks because it has not had the same capacity improvements that SR 522 has benefited from. He pointed out backups also occur at the I-5 Interchange and commented on the danger of having 145th Street westbound and eastbound traffic both making a left at opposite ends of the bridge. He said he felt it is critical to create safe and easy access for traffic heading east to the Station, which would best be done with a bike/pedestrian bridge.

Deputy Mayor Salomon echoed Councilmember Scully's recognition of the possibility of getting State funding to support improvements that would help avoid shortchanging the project. He asked for details of Seattle's involvement. Ms. Leotta said Sound Transit also wants buses to be able to function effectively and that they have expressed concern with pedestrian safety. She reported that they have generally had positive reactions to bus queue jumps. Mr. Cornish said Seattle and Shoreline have been given the same evaluation criteria and Seattle is a supportive participant and is active in helping define the project goals. Deputy Mayor Salomon asked about Seattle's level of involvement with property acquisition. Ms. Leotta replied that minimizing property acquisition is preferred. Mayor Hall commented that when a project is going to increase capacity for buses, it is likely to have impacts on property and that since there is not going to be a Light Rail Station at 130th Street, BRT on 145th Street needs to work.

Councilmember McConnell emphasized that now is the time for action and mentioned the importance of this project and the need for State funding. She said Seattle needs to recognize the part property acquisition plays in the project's success. She mentioned the sacrifices the residents

of Shoreline have accepted as part of the project. She said if financial accommodations must be made, she would prefer it be in ways that could be easily remedied during later phases.

Mayor Hall thanked Sound Transit for their work and their willingness to listen to comments from Council and the public.

(b) Presentation of the Proposed 2019-2020 Biennial Budget and the 2019-2024 Capital Improvement Plan

Debbie Tarry, City Manager; Sara Lane, Administrative Services Director; and Rick Kirkwood, Budget Supervisor; gave the Staff Report. Ms. Tarry thanked the Administrative Services Department for their hard work in developing the first biennial budget. She commended Mr. Kirkwood and Grant Raupp, Budget Analyst, for the integration of budget software tools that will streamline the process moving forward.

Ms. Tarry shared the Budget Principles, which reflect the community and Council priorities, encourage long-term financial sustainability, and are built on the City's Financial Policies. She displayed the Council's Budget Priorities and the Organizational Goals of the City. She said the balanced budget covers two years and includes the operations and capital budgets. She shared that Standard and Poor's had rated the City's economic environment stable and awarded a bond rating of AA+. She pointed out the impact of electricity cost increases and the State legislative changes in prevailing wage methodology. She said the Budget includes personnel and service related recommendations which cover cost of living increases, an in-house landscaping division, and the conversion of three extra-help positions to regular part-time positions. She highlighted some of the Service/Program recommendations, including increasing Human Service contributions, Diversity and Inclusion enhancements, Residential Development, Infrastructure and Environmental Management, and funding for Continuous Improvement and Organizational Development. She said the Capital Improvement Plan shows reductions in projected Real Estate Excise Tax revenue, which meant reassessing recommendations. Ms. Tarry said that using implementation of Master Plans as a guideline, the projects include Sound Transit Mitigation and Development Funded Projects.

Ms. Lane said that her report was a preview for the detail to be presented in upcoming weeks. She showed a chart depicting where the money comes from, with the majority of the \$174.737 Million generated by taxes and intergovernmental revenues. She explained that the Budget has an anticipated surplus, which results in a growing fund balance. She said the property tax budget for 2019-2020 is \$26.969 Million and is one of our major revenue sources with an annually adjusted tax rate. She shared the Property Tax Levy Allocations, stating that The City receives 12 cents on every dollar. The budgeted costs for personnel were reviewed, which includes additional FTEs, adjustments to project staffing, the addition of Unified Landscaping, the conversion of Extra Help to Regular Employees, the City's Compensation Policy, and Health/Retirement increases. She said Shoreline's staffing level is in the middle-range when compared to neighboring cities, with 2.8 FTEs per 1,000 residents.

Deputy Mayor Salomon asked about the wide range of staffing levels throughout the region, and Ms. Lane assured him that the numbers are an accurate reporting of the variances.

Councilmember Roberts said he thinks the increase in our staffing is a result of a conscious choice to convert Extra Help positions to Regular status and bringing in contracted services, and perhaps other cities rely more heavily on contracted support. Mayor Hall reflected that our City values a high level of service, and our staffing intentionally supports that.

Ms. Lane compared the ten-year forecasts of the baseline operating budget as presented at 100 percent of projections and in contrast, using a model more in line with historical expectations. She gave a broad overview of the Capital Improvement Plan, with Roads Capital requiring 79% of the \$43.58 Million forecast. She said Surface Water Utility, as an enterprise fund, is budgeted at \$19.1 Million, which supports the Surface Water Master Plan. The Wastewater Utility's budget of \$4.92 Million includes operating costs, with a new allocation of City Overhead in this biennium.

She shared the locations to view for online and print versions of the budget books and reviewed the in-depth budget presentation schedule for upcoming Council meetings. She concluded by saying that the Proposed Biennial Budget supports Council Goals and the Community vision, does not satisfy all the community's needs, helps maintain a strong fiscal position, maintains and improves public works, and provides quality service levels.

10. EXECUTIVE SESSION

At 8:53 p.m., Mayor Hall recessed the meeting into an Executive Session for a period of 10 minutes as authorized by RCW 42.30.110(1)(b) and RCW 42.30.110(1)(i) to consider the selection of a site or the acquisition of real estate by lease or purchase and to discuss with legal counsel matters relating to agency enforcement actions or litigation. The Council was not expected to take final action following the Executive Session. Staff attending the Executive Session included Debbie Tarry, City Manager; John Norris, Assistant City Manager; and Margaret King, City Attorney. The Executive Session ended at 9:03 p.m.

11. ADJOURNMENT

At 9:06 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Expenses and Payroll as of November 9, 2018
DEPARTMENT: Administrative Services
PRESENTED BY: Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$4,976,096.45 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
Prior period check voided/reissued			15813/15932		\$0.00
9/23/18-10/06/18	10/12/2018	80890-81133	15933-15954	72032-72037	\$668,346.09
10/07/18-10/20/18	10/26/2018	81134-81380	15955-15973	72164-72171	\$855,443.63
					<u>\$1,523,789.72</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
10/25/2018	1139	\$6,858.65
		<u>\$6,858.65</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
10/10/2018	71840	71878	\$876.90
10/10/2018	71879	71879	\$3,173.41
10/10/2018	71880	71904	\$156,887.11
10/10/2018	71905	71915	\$53,497.47
10/10/2018	71916	71927	\$20,053.44
10/16/2018	68290	68290	(\$251.26)
10/17/2018	71928	71949	\$414,313.47

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
10/17/2018	71950	71972	\$186,118.92
10/17/2018	71973	71988	\$8,738.26
10/17/2018	71989	72028	\$294,170.17
10/18/2018	72029	72029	\$1,521.19
10/18/2018	72030	72031	\$59,849.08
10/23/2018	64243	64243	(\$650.00)
10/23/2018	72038	72038	\$650.00
10/24/2018	72039	72052	\$17,543.05
10/24/2018	72053	72076	\$1,033,904.59
10/24/2018	72077	72082	\$662.65
10/24/2018	72083	72109	\$239,356.59
10/30/2018	72110	72110	\$77,600.07
10/31/2018	72111	72129	\$153,025.27
10/31/2018	72130	72153	\$51,834.26
10/31/2018	72154	72162	\$319,572.86
10/31/2018	62608	62608	(\$40.00)
10/31/2018	62665	62665	(\$5.00)
10/31/2018	62804	62805	(\$1.25)
10/31/2018	62813	62813	(\$0.60)
10/31/2018	62819	62819	(\$45.50)
10/31/2018	64462	64462	(\$12.00)
10/31/2018	64482	64482	(\$6.50)
10/31/2018	64485	64485	(\$6.50)
10/31/2018	64488	64488	(\$7.00)
10/31/2018	64491	64491	(\$6.50)
10/31/2018	64635	64635	(\$34.40)
10/31/2018	65058	65058	(\$12.50)
10/31/2018	72163	72163	\$369.24
11/8/2018	72172	72203	\$330,053.57
11/8/2018	72204	72207	\$480.00
11/8/2018	72208	72224	\$21,959.93
11/8/2018	72058	72058	(\$635.10)
11/8/2018	72225	72231	\$950.69
			<u>\$3,445,448.08</u>

Approved By: City Manager **DT**

City Attorney **MK**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and Seattle City Light to Attach Utilities onto Seattle City Light Utility Poles (Master Pole Attachment Agreement)
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City of Shoreline has publicly-owned fiber optic cable to serve City Hall, the Spartan Recreation Center, the Shoreline Pool, the Richmond Highlands Recreation Center, the Hamlin Park Maintenance Facility, and the Ronald Wastewater District Facility. The City attaches the cable to Seattle City Light utility poles where available instead of installing additional utility poles in the right-of-way. In order to utilize Seattle City Light utility poles for this purpose, the City must enter into a Master Pole Attachment Agreement with Seattle City Light. The City's current Master Pole Attachment Agreement with Seattle City Light expires on December 10, 2018. The proposed new Master Pole Attachment Agreement is for five years and would expire on December 10, 2023.

RESOURCE/FINANCIAL IMPACT:

This new agreement will have no financial impact to the City. The fees and taxes the City currently pays to Seattle City Light will continue under this new interlocal agreement. There would likely be significant additional cost if the City were to relocate its utilities.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement (Master Pole Attachment Agreement) with Seattle City Light for the rights to attach utilities to Seattle City Light utility poles.

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

BACKGROUND

In 2009, Shoreline installed significant fiber optic cable and conduit infrastructure during the Aurora Corridor Project. The City has since installed more for the purposes of connecting City owned facilities with publicly-owned fiber optic cable. In some locations, the fiber and its required equipment have been installed above ground in the City's right-of-way. Since Seattle City Light already has utility poles in the right-of-way, the City determined attaching to those poles and paying the fees outlined in [Seattle Municipal Code 21.49.065](#) was more cost effective than installing and maintaining its own utility poles. In order to utilize Seattle City Light utility poles for this purpose, the City entered into a Master Pole Attachment Agreement with Seattle City Light.

DISCUSSION

The City's current Master Pole Attachment Agreement, will expire on December 10, 2018. The proposed Master Pole Attachment Agreement (Attachment A) will allow the City of Shoreline to keep its fiber located on Seattle City Light utility poles. Alternatives to this, such as undergrounding the utilities or placing them on the City's poles, are not feasible due to the high cost of these activities.

The proposed interlocal agreement has almost the same terms as the previous five-year agreement. The proposed interlocal agreement would expire on December 10, 2023.

RESOURCE/FINANCIAL IMPACT

This new agreement will have no financial impact to the City. The fees and taxes the City currently pays to Seattle City Light will continue under this new interlocal agreement. There would likely be significant additional cost if the City were to relocate its utilities.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement (Master Pole Attachment Agreement) with Seattle City Light for the rights to attach utilities to Seattle City Light utility poles.

ATTACHMENTS

Attachment A: Master Pole Attachment Agreement with Seattle City Light Authorizing the City of Shoreline to Attach Utilities to Seattle City Light Poles

Master Pole Attachment Agreement

MASTER POLE ATTACHMENT AGREEMENT

BETWEEN

CITY OF SHORELINE

AND

SEATTLE CITY LIGHT

Master Pole Attachment Agreement

Index

SECTION 1. DEFINITIONS.....3

SECTION 2. SCOPE3

SECTION 3. ISSUANCE OF PERMIT3

SECTION 4. APPLICATION FOR ATTACHMENT4

SECTION 5. FEES4

SECTION 6. REIMBURSEMENT5

SECTION 7. LATE CHARGES AND INTEREST5

SECTION 8. TERM.....5

SECTION 9. REQUIREMENTS FOR ATTACHMENT.....5

SECTION 10. PERFORMANCE OF WORK6

SECTION 11. MAKE READY WORK.....7

SECTION 12. GUYS AND ANCHORS7

SECTION 13. MAINTENANCE8

SECTION 14. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES8

SECTION 15. UNDERGROUNDING.....8

SECTION 16. RELEASE, INDEMNITY AND HOLD HARMLESS.....9

SECTION 17. WORKERS' COMPENSATION, INSURANCE AND BONDS.....10

SECTION 18. EASEMENTS AND OTHER PROPERTY RIGHTS12

SECTION 19. NOTICES AND OTHER COMMUNICATIONS12

SECTION 20. COMPLIANCE13

SECTION 21. NONWAIVER13

SECTION 22. DEFAULT13

SECTION 23. ASSIGNMENT; SUCCESSORS AND ASSIGNS14

SECTION 24. SURVIVAL.....14

SECTION 25. ENTIRE AGREEMENT14

SECTION 26. APPLICABLE LAW14

Appendices

A Application and Permit A1

B Reserved Fiber Agreement, City of Seattle B1

Master Pole Attachment Agreement

This Agreement, dated as of 12/11/18, is made by and between the City of Seattle, a municipal corporation of the State of Washington, by and through Seattle City Light (hereinafter referred to as "City Light"), and The City of Shoreline, hereinafter referred to as "Company").

City Light and Company agree as follows:

SECTION 1. DEFINITIONS

The following words and phrases used in this Agreement shall have the following meanings:

- 1.1 "Attachment" or "Equipment" means anything attached to a Pole by the Company for use as part of the Company's system, including but not limited to fiber optic cable, coaxial cable, risers, small antennas, equipment boxes, cameras, and all related equipment.
- 1.2 "Co-lash" means placing an additional cable on another cable or messenger wire owned and operated by a different company, person, or entity.
- 1.3 "Make Ready Work" means Work that City Light requires be performed by City Light or its authorized agent, at the expense of the Company, as a condition of placing Attachments on a Pole, either before approval of the Attachment or as otherwise may be required by City Light in order to meet applicable electrical safety codes.
- 1.4 "Overlash" means placing an additional cable on another cable or messenger wire owned and operated by the same company, person, or entity.
- 1.5 "Pole" means any utility pole owned in whole or in part by the City of Seattle and under the jurisdiction or managed by Seattle City Light.
- 1.6 "Work" means all work that the Company is responsible for performing, as required by City Light in connection with this Agreement, including but not limited to the attachment, maintenance, repair, relocation and removal of Attachments and related Equipment.

SECTION 2. SCOPE

This Agreement governs all Attachments, now or hereafter made to any Pole, with or without City Light's consent.

SECTION 3. ISSUANCE OF PERMIT

City Light agrees that Company may, subject to issuance of individual permits ("Permit") as herein set forth, make use of Poles for the purpose of maintaining Company's Attachments thereon.

Master Pole Attachment Agreement**SECTION 4. APPLICATION FOR ATTACHMENT**

- 4.1 If Company desires to attach any Equipment to any Pole, Company shall adhere to City Light's current application process and procedures in effect at the time of application.
- 4.2 City Light will make a good faith effort to process Applications in an expeditious manner. Once an Application is approved, it will be returned to the Company as a Permit.
- 4.3 Permits for Attachment will be valid for 180 days after City Light approval. Company must notify City Light when installation of attachments has been completed. Company may request in writing or by electronic means for one (1) permit extension for a period of 90 days. Expiration of the Permit, including any extension(s) will require a re-submittal of the application.

SECTION 5. FEES

- 5.1 Company shall pay City Light fees for the attachment of Equipment to the Poles at the current annual rate ("Annual Rate") per SMC 21.49.065, as the same may be amended periodically.
- 5.2 Company's obligation to pay the Annual Rate for its Attachments shall commence on the effective date of the Permit, and shall be for the balance of the calendar year. New attachments will be billed periodically within the calendar year until included in subsequent annual bills. Annual Rates will not be prorated.
- 5.3 City Light shall invoice Company annually. Company shall pay each such invoice within thirty (30) days after Company's receipt thereof or shall be subject to interest pursuant to Section 7 herein.
- 5.4 Company shall submit to City Light an annual inventory of the number of Poles that Company has made Attachments to and the locations of such Poles. This inventory shall be effective beginning January 1 of each year and shall be submitted to City Light no later than February 1 of each year. Any Attachments not identified in such inventory shall be billed at five times the current Annual Rate. In the event that Company fails to submit an inventory, Company shall pay City Light, in addition to the Annual Rates, all costs associated with City Light having to perform an inventory of Company's Attachments to Poles.
- 5.5 In addition to the amounts described in section 5.1, Company will pay all applicable, and lawful, value-added, sales, use, excise and other taxes, duties, imposts, fees or charges (collectively "Taxes") properly levied or imposed on it by a duly constituted and authorized taxing or other governmental authority with respect to the Company's use of the Poles whether or not such amounts are required to be collected by City Light under applicable law. In addition, City Light will invoice and Company will pay all state, local and federal taxes and franchise, tariff, and agreement fees (if any), imposed upon City Light with respect to its activities contemplated under this Agreement. In the event that any authority with jurisdiction imposes a tax on any aspect of the transactions contemplated hereunder including but not limited to taxes imposed pursuant to Chapter 82.29A of the Revised Code of Washington, Company agrees to indemnify, defend and save harmless City Light from

Master Pole Attachment Agreement

and against such taxes or other Taxes and any penalties and interest thereon or costs associated with any attempts to collect the same.

SECTION 6. REIMBURSEMENT

In addition to the annual payments made pursuant to Subsection 5.3 above, Company shall also reimburse City Light within thirty (30) days after receipt of invoice for all amounts due to, and costs incurred by, City Light at Company's expense under the terms of this Agreement.

SECTION 7. LATE CHARGES AND INTEREST

Company shall pay to City Light interest, compounded monthly, at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid fees or other amounts due under this Agreement, from the date due until the date paid. Payment of such interest shall not excuse or cure any breach of or default under this Agreement by Company.

SECTION 8. TERM

- 8.1 This Agreement shall continue in effect for a period of five (5) years from the date hereof. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time upon one hundred eighty (180) days prior written notice. Termination pursuant to this section shall not relieve the Company of any obligations that are unsatisfied at the time of termination.
- 8.2 The Company has the right to remove its Attachments, at its sole expense, at any time on or before the expiration or termination of the Agreement. However, removing Attachments will not relinquish the Company's obligation to pay the entire Annual Rate, which Rate will not be prorated. Upon expiration or termination of the Agreement, Company shall promptly remove its Attachments and associated Equipment from the Poles and surrender all facilities. If Company fails to promptly remove the Attachments, City Light may, after ninety (90) days advance notice to Company of its intent to do so, remove and dispose of the Attachments at Company's expense. After such ninety (90) days have expired, City Light will consider the Company to have abandoned the Attachments, and as such City Light may use such Attachments for its own purposes.

SECTION 9. REQUIREMENTS FOR ATTACHMENT

- 9.1 Attachments made under this Agreement to Poles shall not disturb or conflict with the electrical infrastructure of City Light or the infrastructure of any co-owner of the Poles. Moving, rearranging, or adjusting of City Light's distribution system to provide space to

Master Pole Attachment Agreement

accommodate Company's Attachments shall be done by City Light or its authorized agent at the expense of Company.

- 9.2 If space is not available for Company's Attachments, no Permit for such Attachment shall be issued. However, City Light shall provide Company non-discriminatory access to any Pole unless there is insufficient capacity or for reasons of safety or reliability.
- 9.3 Attachments are to be made only as approved by City Light, and shall be in accordance with requirements of the National Electrical Safety Code, the Washington Electrical Construction Code, the Washington Administrative Code, Washington statutes, , the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines as now in force and as revised or changed in the future. City Light Standards may be found on City's Light's website.
- 9.4 All messenger cables must have sufficient strength and capacity to carry the original cable and subsequent cables either through Overlash or Co-lash as permitted by Seattle Municipal Code. The total number of cables on each messenger shall not exceed the requirements set forth in Seattle Municipal Code or City Light Standards.
- 9.5 All Attachments and associated Equipment and on each Pole must be identified by a tag containing the assigned numerical code for the Company. Each tag must be prepared, comply with and be installed as per Seattle City Light Construction Guidelines.

SECTION 10. PERFORMANCE OF WORK

- 10.1 The Company is responsible for paying for all Work required by City Light in connection with this Agreement, including but not limited to all Make Ready Work and all Corrective Work.
- 10.2 Company shall perform the Work in a professional and skillful manner and comply with the National Electrical Safety Code, the Washington Electrical Construction Code, the Washington Administrative Code, Washington statutes, the Seattle Municipal Code and City Ordinances, and any applicable City of Seattle rules, regulations, standards or guidelines. Company shall ensure that the Work and the Equipment are in all respects safe, meet applicable code specifications, free from all faults and defects in workmanship, material, and design, and in conformance with the requirements of this Agreement.
- 10.3 Company shall promptly and satisfactorily correct or replace any Work or Attachments found to be defective or not in conformity with the requirements of this Agreement (including, but not limited to, the requirements of Section 9 and Section 10). If Company fails or refuses to perform any Work required by this Agreement or to make any such corrections or replacements, within fourteen (14) days for priority violations or sixty (60) days for routine violations after notification by City Light to do so, City Light may perform such Work and make such corrections and replacements at Company's expense. The determination of what is a priority violation and what is a routine violation is at City Light's sole discretion. In the event City Light determines that the Company's performance of Work, or failure to perform Work after notification by City Light, has created an emergency or imminent hazard likely to cause immediate bodily harm or death, City Light will notify the Company by phone or electronic means that it must resolve the hazard immediately.

Master Pole Attachment Agreement

In such event, Company shall resolve the hazard within twenty-four (24) hours, and the Company acknowledges that it bears the sole responsibility and liability for any hazards left unresolved.

- 10.4 Company shall, at all times, keep work areas in a neat, clean and safe condition, clear of rubbish, refuse and other debris. Upon completion of any portion of the Work, Company shall promptly remove all rubbish, refuse and other debris and all Equipment and surplus materials. If Company fails to do so, City Light may perform such work at Company's expense.

SECTION 11. MAKE READY WORK

- 11.1 Make Ready Work includes the following work, which City Light requires be performed by City Light or its authorized agent, at the Company's sole cost and expense, prior to the Company performing its Work:
- (a) Electrical work necessary to provide sufficient space and clearance on or between Poles, pursuant to applicable safety codes or construction guidelines; and
 - (b) Tree trimming and other work necessary to clear vegetation from high voltage distribution circuits, as required by Washington Administrative Codes (WAC).
- 11.2 Company is required to pay City Light for such costs before City Light performs its Make Ready Work. Nothing in this Agreement shall prohibit Company from proposing alternate routes to avoid Make Ready Work.
- 11.3 Company will not install wood cross arms to provide space for Attachments or Equipment. The approved City Light communication bracket as detailed in City Light Standards may be used to provide additional space for Attachments provided all required clearances are maintained. Company bears sole responsibility to ensure Poles are safe to climb and will support the additional load imposed by the added Attachment or Equipment. City Light is solely responsible for determining height standards of Poles and conditions that warrant replacement. All replacement Poles must meet the pole restrictions required by applicable Municipal Codes, City Light Construction Guidelines, and current engineering practices.
- 11.4 This Agreement does not apply to work that must be performed by other entities that may be attached to the Pole(s). Arrangements for that work shall be the responsibility of Company.

SECTION 12. GUYS AND ANCHORS

Company shall install its own guys and anchors necessary to support the additional strain imposed on any Pole by the Attachments. Use of City Light anchors is restricted to City Light and other co-owners of the Pole(s). Guy markers shall be installed and meet the visibility requirements as set forth in federal, state and local codes. If Company fails to install such guys or anchors within sixty (60) days of notice by City Light and City Light installs or replaces guys or anchors to support the strain imposed by the Attachment, Company shall reimburse City Light for the entire

Master Pole Attachment Agreement

cost of such installation or replacement (including, but not limited to, the cost of installing or transferring guys to such anchors).

SECTION 13. MAINTENANCE

Company shall maintain all Attachments and related Equipment attached to any Pole in good and safe condition and state of repair.

SECTION 14. RELOCATION, REPLACEMENT, AND REMOVAL OF POLES

Changes in location of Company's Attachments as required by City Light due to the Pole(s) being relocated, replaced, or removed shall be made by Company at Company's own expense within thirty (30) days after receipt of notice by City Light. City Light shall use its best efforts to avoid any such relocation, replacement, or removal that may impact or interrupt Company's business. If Company fails or refuses to perform any Work required by this Agreement or to make any such changes in location of Attachments as required by City Light, City Light may, using its own employees or by contract, perform such Work and make such changes to location of Attachments at Company's expense.

SECTION 15. UNDERGROUNDING

- 15.1 If City Light plans to install its electrical distribution system underground in an area the Company serves, or has potential for serving, Company shall work with, and not interfere with, City Light in the planning, engineering, and underground installation of the attachments and related Equipment. Company must remove all Attachments from Pole(s) within thirty (30) days of notification.
- 15.2 For Underground Ordinance Areas, City Light and the Company agree that the conditions stated below shall prevail.
- (a) Company understands that certain areas throughout City Light's service territory are designated as Underground Ordinance Areas. In these areas, City Light's distribution facilities are underground and there are no Poles to which the Company can attach Equipment. The remaining areas do have Poles that City Light is systematically removing as underground facilities are built.
 - (b) If Company has existing underground facilities in the Underground Ordinance Areas, the Company will place its Equipment in its underground facilities, whether or not City Light Poles exist in those areas. Where Company has no existing underground facilities, City Light agrees to allow the Company to follow normal procedures for attachment to the remaining Poles in the Underground Ordinance Areas until those Poles are replaced by underground facilities. If the Company wants to joint-trench with City Light at the time City Light performs its undergrounding work, costs shall be shared per City Light's standard cost sharing agreement in use at the time of the

Master Pole Attachment Agreement

construction. City Light and Company agree that work shall be scheduled to minimize disruption to the surrounding neighborhood and any associated costs shall also be shared.

- (c) For electrical service to underground or padmount power supplies or other Equipment requiring electrical power, Company shall contact City Light's Customer Service Representative for requirements and shall follow all safety rules and City Light requirements for connection.
- (d) Should Company ignore or delay City Light's request for undergrounding of the Company's facilities, the Company hereby gives City Light permission to remove Company's Equipment from the Poles without further notice. Under these conditions, the Company will reimburse City Light for the cost of removal.

15.3 In addition to the above, the Company agrees to convert its overhead system to underground within thirty (30) days after the aforementioned underground facilities are built and ready for Company's occupancy.

SECTION 16. RELEASE, INDEMNITY AND HOLD HARMLESS

- 16.1 Company releases and shall defend, indemnify and hold harmless City Light, its successors and assigns, and the respective directors, officers, employees and agents of City Light and its successors and assigns (collectively referred to as the "Indemnitees") from any and all claims, losses, costs, liabilities, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with the attachment, relocation, or removal of any Attachment to any Pole, the performance of any Work, the operation of any Equipment related to the Company's system, or the acts or omissions of Company or any of its suppliers or contractors of any tier, the respective successors and assigns of Company or any such suppliers or contractors, the directors, officers, employees and agents of each of the foregoing, or anyone acting on Company's behalf in connection with said Attachments, performance of Work, or operation of Company's system unless caused by the negligence or intentional acts of the Indemnitees.
- 16.2 Such indemnity, protection and hold harmless shall include any demand, claim, suit or judgment for damages to property or injury to or death of persons, including officers, agents, and employees of either party hereto including payment made under or in connection with any Workers' Compensation Law or under any plan for employees disability and death benefits, which may arise out of or be caused or contributed to by the erection, maintenance, presence, use or removal of Company's Attachments or by the proximity of the respective cables, wires, apparatus and appliances of Company including any claims or demands of customers of the Company with respect thereto.
- 16.3 City Light shall not be liable to the Company or to the Company's customers, and the Company hereby indemnifies, protects and saves harmless City Light against any and all such claims or demands, suit or judgment for loss, liability, damages and expense by the Company's customers, for any interruption to the service of the Company, or for interference with the operation of the cables, wires, and appliances of the Company, or for interference with the operation of the cables, wires, and appliances of the Company unless caused by the negligence or intentional acts of City.

Master Pole Attachment Agreement

- 16.4 To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. If it is determined that RCW 4.24.115 applies to this Agreement, the Company agrees to defend, indemnify and hold harmless the Indemnitees to the maximum extent permitted thereunder, and specifically for the Company's negligence concurrent with that of the Indemnitees to the full extent of the Company's negligence.
- 16.5 City Light is willing to permit Attachments to the Poles for the fees described in Section 5 only in consideration of and in reliance upon such release, indemnity and hold harmless.

SECTION 17. WORKERS' COMPENSATION, INSURANCE AND BONDS

- 17.1 Company shall maintain continuously for the term of this Agreement, at its own expense, general liability insurance covering the activities and services of this Agreement (the term insurance shall also include self-insurance or any form of alternative risk financing). The minimum limit of liability shall be \$1,000,000 each occurrence. The insurer must have A.M. Best ratings of at least A- VII and be licensed to conduct business in the State of Washington unless procured as surplus lines under the provisions of chapter 48.15 RCW or otherwise approved by City Light. Self-insurance or alternative risk financing programs shall be approved on a case-by-case basis.
- 17.2 Such insurance shall:
- (a) Include the City of Seattle, its agents and joint users as additional insureds for primary and non-contributory limits of liability. THE ADDITIONAL INSURED POLICY PROVISION MUST COVER GOVERNMENTAL PERMITTING PER THE ISO CG 20 12 ENDORSEMENT OR EQUIVALENT; "OWNERS, LESSORS OR CONTRACTORS" FORMS AND/OR LANGUAGE THAT LINK ADDITIONAL INSURED STATUS TO WRITTEN AGREEMENTS MUST NOT BE USED AS PERMITS ARE NOT WRITTEN AGREEMENTS.
 - (b) Include a waiver of subrogation in favor of the City of Seattle, its agents and joint users and all other indemnities.
 - (c) Not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days' notice with respect to cancellation for non-payment of premium, and
 - (d) Include a "cross liability", "severability of interests" or "separation of insureds" clause.
- 17.3 The Company shall ensure that any subcontractor of any tier performing any Work pertaining to the Permit shall be contractually obligated by the Company to assume the requirements of SECTIONS 16. and 17. herein.
- 17.4 The limits of liability specified above are minimum limits only; they shall not be construed to limit the liability either of the Company, any of its subcontractors of any tier or any of their respective insurers; where the City of Seattle is required to be an additional insured under general liability insurance coverage, it shall be an additional insured for the total

Master Pole Attachment Agreement

- limits of liability maintained by the Company or any of its subcontractors of any tier, whether such limits are primary, excess, contingent or otherwise.
- 17.5 Prior to commencement or performance of any the Work, the Company shall provide, or cause any of its authorized insurance representatives to provide, City Light with:
- (a) A certificate of liability insurance with sufficient detail to document compliance with the requirements herein, and
 - (b) An actual copy of the designated or blanket additional insured general liability policy provisions documenting that the City of Seattle is an additional insured for primary and non-contributory limits of liability.
- 17.6 The insurer(s) issuing such insurance and the policy and endorsement language of each policy shall be subject to approval by City Light.
- 17.7 Valid and current insurance certification shall be maintained continuously on file, and shall be issued and delivered to City Light by mail at the address listed in Section 19 no later than January 1st of each year. In addition, the insurance certification, including any notice of cancellation/reinstatement, shall be delivered electronically to fax number (206)470-1270 or as an email attachment in Adobe PDF format to riskmanagement@seattle.gov.
- 17.8 The Company shall promptly advise City Light Energy Delivery Engineering, Joint Use of all claims relating to damage to property or injury to or death of persons arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the erection, maintenance, presence, use or removal of the Company's Attachments. Copies of all accident or other reports made to any insurer by the Company shall be furnished to City Light by mail at the address listed in Section 19.
- 17.9 The requirements of this Agreement as to insurance and acceptability to City Light of insurers and insurance to be maintained by Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations of or assumed by Company under this Agreement.
- 17.10 Company shall ensure that, with respect to all persons performing the Work, Company or its suppliers or contractors maintain in effect at all times during the term coverage or insurance in accordance with the applicable laws relating to workers compensation and employer's liability (including, but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. Company shall furnish to City Light such assurance and evidence of such coverage or insurance (such as copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as City Light may request.
- 17.11 In addition, Company shall furnish to City Light, at such times and in such forms as City Light may in writing request, surety bonds with performance, payment and maintenance clauses payable to City Light.
- 17.12 The provisions of this SECTION 17 shall not apply to public entities.

Master Pole Attachment Agreement**SECTION 18. EASEMENTS AND OTHER PROPERTY RIGHTS**

- 18.1 Company shall obtain and comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier obtain and comply with, all easements, rights-of-way, franchises, permits, licenses, and other property rights and interests necessary or required to perform the Work and operate the Equipment and the Company's system in accordance with this Agreement. Company shall furnish to City Light such evidence thereof (such as certified copies of easements, rights-of-way, franchises, permits, and licenses) as City Light may request.
- 18.2 This Agreement shall not be construed as requiring City Light to obtain any easement for the benefit of the Company.
- 18.3 Company shall secure from property owners, at its own expense, any easement necessary to cross private property in order to connect to Poles.

SECTION 19. NOTICES AND OTHER COMMUNICATIONS

- 19.1 Except as otherwise provided herein, any notice, request, approval, consent, instruction, direction or other communication given by either party to the other party pursuant to this Agreement shall be in writing and shall be delivered by personal delivery, by first class U.S. mail, by electronic mail, or fax to the parties at the following respective addresses:

To City Light:
 Seattle City Light
 Attn: Joint Use Manager
 3613 4th Avenue South
 Seattle, WA 98134
Stephen.Crume@seattle.gov
 PH: (206) 615-1385

To: Company
 City of Shoreline
 Attn: Christina Arcidy
 17500 Midvale Ave N
 Shoreline, WA 98133-4905
carcidy@shorelinewa.gov
 (206) 801-2216

City Light Remittance Address for Rate Payment:

**Seattle City Light
 PO Box 94648
 Seattle, WA 98124-646**

If the Company's address is not listed above, notice shall be delivered to the address listed in the signature block below.

Master Pole Attachment Agreement

- 19.2 Notwithstanding the foregoing, City Light requires the Company to deliver, by mail, personal delivery or electronic mail, a copy of any original Applications or other documents containing an original signature.
- 19.3 All notices will be deemed received: (a) upon actual receipt if delivered personally to the designee listed above or if electronically transmitted to the designee listed above; or (b) three (3) business days following first class mailing.
- 19.4 Either party at its discretion may from time to time designate a new address for notices and other communication.

SECTION 20. COMPLIANCE

- 20.1 In the performance of the Work and this Agreement, Company shall comply with, and shall ensure that the Attachments, the Work, and all of Company's suppliers and contractors of any tier comply with, all applicable:
- (a) laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now or hereafter in effect, of any governmental authority;
 - (b) industry standards and codes; and
 - (c) City Light's construction guidelines, specifications, rules, and regulations which apply to Company's Work. (May be provided by City Light upon request).
- 20.2 Company shall furnish such documents as may be reasonably required to effect or evidence compliance. All laws, regulations, and orders required to be incorporated in agreements of this character are hereby incorporated herein by this reference.

SECTION 21. NONWAIVER

The failure of City Light to insist upon or enforce strict performance by Company of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

SECTION 22. DEFAULT

If the Company violates any material provision of this Agreement, and exceeds any reasonable cure period to correct the material default, notwithstanding other remedies provided for in this Agreement, City Light may terminate the Company's Permit and remove the Company's Attachments and Equipment from the Poles at the Company's sole expense.

Master Pole Attachment Agreement**SECTION 23. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

- 23.1 Company shall not assign, transfer, or otherwise dispose of any of the privileges granted under this Agreement without the prior written notice to, and consent of, City Light. Upon notice of such assignment or transfer, City Light may provide written consent, which consent may be granted or withheld in City Light's sole discretion. City Light's consent to any assignment does not release the Company from liability or any obligation within this Agreement, whether before or after consent or assignment.
- 23.2 Company's failure to provide notice or obtain City Light's consent pursuant to this Section will be considered a material default pursuant to Section 22 herein. In such event, City Light may terminate Company's Permit, and remove Company's Attachments, or City Light may terminate Company's Permit and require the successor company to enter into a new Agreement with City Light.

SECTION 24. SURVIVAL

The obligations imposed on Company under all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

SECTION 25. ENTIRE AGREEMENT

- 25.1 The entire Agreement shall consist of the general terms and conditions contained in this Agreement and all the Appendices issued concurrent with or subsequent to the execution of this Agreement and any amendments to this Agreement.
- 25.2 The rights and obligations of the parties hereunder shall be subject to and governed by this Agreement. This Agreement sets forth the entire agreement of the parties, and nullifies and supersedes any and all prior Master Pole Attachment Agreements, with respect to the attachment of Equipment to the Poles.
- 25.3 This Agreement may not be modified except by a writing executed contemporaneously herewith or subsequent hereto signed by both parties.
- 25.4 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

SECTION 26. APPLICABLE LAW

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington.

Master Pole Attachment Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Company

Date Signed: _____ Print Name: _____

Address: _____ Signature: _____

_____ Title: _____

City Light

Date Signed: _____ Print Name: _____

Address: 3613 4TH Ave S Signature: _____

Seattle, WA 98134 Title: _____



Seattle City Light: Joint Use Engineering
Pole Attachment Application and Permit (Appendix A)

App #	Attachment A
	Permit Number
(SCL Use Only)	

CONTACT INFORMATION:		ATTACHMENT OWNER:	TAG #
BILLING CONTACT		PROJECT MANAGER	CONTRACTOR
Name:		Name:	
Co:		Co:	
Email:		Email:	
Phone:		Phone:	
Billing Address:		Address:	

Emailed by:	Email:	Phone:
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PROJECT INFORMATION:	
Project Address:	Requesting Attachment to Pole(s)
Customer's Ref #:	Customer's Project Name:

ELECTRICAL SERVICE INFORMATION: (IF APPLICABLE):	
Requires Electrical Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Electrical Service Requested by (date) Size of Service: (amps) Load:
Billing Address for Electrical Service, if different from above:	

PERMIT CONDITIONS:
<input type="checkbox"/> Applicant hereby certifies that a valid franchise or other agreement is in effect to operate within the franchise jurisdiction. SCL must have a copy of said agreement on file in order to process application.

CONDITIONS FOR ALL PERMITS:

Company must have a valid Master Pole Attachment Agreement & Certificate of Insurance on file with SCL before application will be processed. Application must include Excel Spreadsheet detailing requested Pole Attachments and specifying any MRW needed. Application must include legible map(s) of all poles on route. See "How To Apply" sheet for more information. Applications for Communications Enclosures and/or any misc. equipment must include Spec Sheet(s) including weight, dimensions, and configuration of equipment.

- Permit will be on-site at all times during construction.
- Construction shall be completed not more than 180 calendar days after issuance of this permit, unless the Department grants written permission to extend the construction period. (One (1) 90-day extension may be granted upon request).
- All attachments must comply with NESC and SCL standards.
- A final Seattle City Light Post Construction Inspection is required.
- Failure to notify Seattle City Light within 15 days of completion of construction may result in the suspension or rejection of additional pole attachment permit applications. Completion notice shall be emailed to **SCL_Supervisor_JointUse@Seattle.Gov**
- Additional pole attachment permit applications may also be suspended or rejected if NESC clearance violations are identified during Seattle City Light's Post Construction Inspection. Suspension(s) may continue until all violations have been corrected.
- Seattle City Light reserves the right to notify the Washington State Department of Labor & Industries of any and all improper pole attachments or unsafe work practices, with or without prior notification to the responsible parties.

SIGNATURE OF RESPONSIBLE BILLING PARTY: Please sign and date application. Signature acknowledges above conditions.			
POLE ATTACHMENT		ELECTRICAL SERVICE (IF APPLICABLE)	
Signature:	Date:	Signature:	Date:
Name, Title:		Name, Title:	

TO BE COMPLETED BY SEATTLE CITY LIGHT PERSONNEL ONLY:	
Date Permit Approved: _____	Joint Use Manager: _____
PERMIT EXPIRES 180 DAYS AFTER ISSUE DATE	

Date acceptable application received:

20150211

Master Pole Attachment Agreement

APPENDIX B

RESERVED FIBER AGREEMENT, CITY OF SEATTLE

Company and the City agree, in addition to the terms and conditions of the Master Pole Attachment Agreement, to the following:

1. Reserved Fiber: Company shall provide the City with _____ strands of dark fiber within the cable identified in the Permit solely for any governmental purpose and for lease to any public or nonprofit entities. "Dark Fiber" is individual or multiple optical fibers to which no optronics are connected by Company.
 - a. Installation of Reserved Fiber. Company shall install the reserved fiber in the following locations:
 1. within Company's fiber cable; (in three continuous buffer tubes containing 12 fibers each)
 2. in a separate cable co-lashed to Company's cable
 3. in a separate cable located in a different location on the pole; or
 4. no fiber requested.
 - b. Maintenance of Reserved Fiber. All maintenance and repair of reserved fiber within the Company's fiber cable shall be the sole obligation of Company, and the City shall not have the right to maintain, repair or otherwise access the reserved fiber except at the termination points identified below. In the event the reserved fiber is a separate cable located in a different location on the pole from the cable of Company, then the City shall maintain and repair the reserved fiber.
 - c. Termination Points. Company shall terminate the reserved fiber as follows:
 1. 30-foot loops
 2. Box specified
 3. Other
 4. At the following location(s):

The City may request additional termination points at cost including reasonable overhead during the term of this Agreement. Company's approval shall not be unreasonably withheld considering the integrity of Company's system.
 - d. Quality of Reserved Fiber. All reserved fiber provided hereunder shall be 9-micron single mode fiber of working optical quality. Any modifications to these standards for the reserved fiber may be requested by the City, subject to the reasonable approval of the Company, and the incremental cost of any such modifications shall be borne exclusively by the City.

Master Pole Attachment Agreement

- e. Incremental Cost. The incremental cost of adding the reserved fiber shall be borne by the City. "Incremental cost" shall be defined as all avoidable costs that would not have been incurred by Company but for the City's request for reserved fiber, including all additional costs of termination incurred by Company in order to ensure system integrity, including but not limited to splice cases and termination panels. The City shall also be responsible for the incremental cost of maintenance and repair of the Reserved Fiber. All costs shall be charged by Company on a time and materials basis. All such incremental costs shall be paid by the City to Company within 45 days of the submission of an invoice and complete documentation of the incremental costs.
- f. Termination of Pole Attachment; Disposition of Fiber. Upon termination of a pole attachment by Company or for Company's breach of this Agreement, the City shall have the right to acquire such fiber of Company attached to poles pursuant to this Agreement which may be integral to or co-lashed to the reserved fiber if it pays Company within 45 days of termination, or such longer period as the parties mutually agree, the salvage value of such fiber. "Salvage value" means the component cost of the fiber less the cost of removing the fiber from the poles. In the event that the City decides not to acquire all the fiber of Company, ownership of the reserved fiber that is integral or colashed to such fiber of Company that the City is not acquiring shall transfer to Company. Company shall remove all of its fiber that is covered by the terminated pole attachment from the poles within 60 days, or such longer period as the parties mutually agree, of the City's decision.

At the end of the term of this Agreement, or its earlier termination by the City for its convenience, Company shall have the right and obligation to remove its fiber and the reserved fiber from the poles.

- g. Sale of Fiber by Company. In the event that Company sells, assigns, or otherwise transfers its interests in its fiber, the terms of this Agreement shall be binding on all such successors, assignees, recipients, or transferees of such interests.
2. Mutual Release. Neither the City nor Company shall be liable, in law or in equity, to the other party for any damages relating to the interruption of service or interference with the operation of the Company's fiber optic system or the reserved fiber arising in any manner whatsoever, whether caused by negligence of the City, Company, third parties, or otherwise. Neither the City nor Company shall be liable to the other party under any circumstances for incidental, special or consequential damages or damages alleged to have arisen due to an interruption of service or damage to any fiber optic cable in use by the other party.
3. Indemnification. Except as limited below, Company shall indemnify and save harmless the City, its officers, employees, and agents, from all claims, action, liability, and damages of any nature arising out of this Agreement, and the use and operation of Company's fiber optic system.

Master Pole Attachment Agreement

Except as limited below, the City shall indemnify and save harmless Company, its officers, employees, and agents, from all claims, action, liability, and damages of any nature arising out of this Agreement, only as it relates to the use and operation of the reserved fiber.

If any claim arises to which the above indemnification provisions may be applicable, the party seeking indemnification shall immediately upon learning of such claim, notify the indemnifying party. The indemnifying party may, at its option, settle or compromise such claim. In no event shall the party seeking indemnification have the right to pay, settle or otherwise compromise such claim without the prior written consent of the indemnifying party, who shall not unreasonably withhold such consent.

This indemnification and release shall not apply to the extent that any claim, action, cost, and/or damage herein covered results from the gross negligence or willful misconduct of a party, its officers, or employees.

Each party agrees to pay interest on any payment due the other party pursuant to this indemnification and release. Such interest shall be at the prejudgment rate(s) or interest in effect from the date which the cost was incurred to the date of payment. For convenience in computing such interest, a cost shall be considered to be incurred after the last day of the month in which the cost was actually incurred.

CITY OF SEATTLE

COMPANY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Interlocal Agreement with the King County Office of Public Defense for Indigency Screening Services for 2019-2020
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City is required to provide the services of a public defender for individuals charged with misdemeanors or gross misdemeanors who are determined to be indigent or nearly indigent and unable to afford representation themselves. In addition to providing public defense services, the City must also provide for indigency screening services to determine which defendants may be eligible to be represented by the public defender. The City has provided indigency screening services by entering into an interlocal agreement with the King County Office of Public Defense since the City's inception.

The City currently has an agreement for services with the King County Office of Public Defense for the term of July 1, 2017 through December 31, 2018. Staff is requesting that Council authorize the City Manager to enter into a new interlocal agreement for these services with the King County Office of Public Defense for a term of two years (January 1, 2019 through December 31, 2020). The new interlocal agreement provides for the same services as the City's current agreement at a reduced rate.

RESOURCE/FINANCIAL IMPACT:

The adopted 2019-2020 Biennial Budget appropriates \$36,000 (\$18,000 per year) for Indigency Screening Services, which was based on the 2017-2018 agreement rate. The 2019-2020 rate for indigency screening services will be \$840 per month, for a total annual amount of \$20,160.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement with King County Office of Public Defense to provide indigency screening services on behalf of the City of Shoreline.

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

BACKGROUND

Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. This includes jail, court, prosecution, and public defense services. They must carry out these responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services. The City is required to provide public defense services to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions, and trials.

In addition to providing public defense services for those defendants charged with misdemeanant offenses, the City must also provide for indigency screening services to determine which defendants may be eligible to be represented by the City's public defender. The City has provided indigency screening services by entering into an interlocal agreement with the King County Office of Public Defense (KCOPD) since the City's inception. The KCOPD is authorized to render such services.

The City's current agreement with KCOPD has a term of July 1, 2017 through December 31, 2018. This agreement was erroneously not brought to the City Council for review. Staff is now bringing a new interlocal agreement for indigency screening services to the City Council for review and approval.

DISCUSSION

The KCOPD provides all services relating to screening for financial indigency as set forth in the most recent Washington State office of Public Defense screening criteria and King County Department of Public Defense procedures. They provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. – 4:30 p.m. excluding holidays. They do not rescreen an individual for indigency within one year unless a new case is filed.

The KCOPD provided the necessary indigency screening services for the City during the previous contract term. The City did not receive any complaints from defendants or other community members regarding the service provided by KCOPD. Additionally, the City would be unable to provide this service itself for the fee charged by KCOPD.

The new KCOPD interlocal agreement for 2019-2020 provides for the same services as past agreements, with a rate reduction from \$1,500 per month to \$840 per month, a savings of 44% from the 2017-2018 agreement. Per King County code, the rate is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, their supervision, and King County overhead necessary to provide the service. The term of the interlocal agreement is two years and would begin on January 1, 2019 and terminate on December 31, 2020.

RESOURCE/FINANCIAL IMPACT

The adopted 2019-2020 Biennial Budget appropriates \$36,000 (\$18,000 per year) for Indigency Screening Services, which was based on the 2017-2018 agreement rate. The 2019-2020 rate for indigency screening services will be \$840 per month, for a total annual amount of \$20,160.

RECOMMENDATION

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement with King County office of Public Defense to provide indigency screening services on behalf of the City of Shoreline.

ATTACHMENTS

Attachment A: Memorandum of Agreement (MOA) with King County Office of Public Defense for Indigency Screening Services

**Memorandum of Agreement Between
King County and the City of Shoreline
Relating to Indigency Screening Services**

This AGREEMENT entered into this 1st day of January 2019 between King County, State of Washington, hereinafter referred to as the "County", and the City of Shoreline, a municipal corporation organized under RCW 35A, hereinafter referred to as the "City." The County and the City may be individually referred to as a "party" or collectively as the "parties."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 10.101.020 and RCW 10.101.030, is authorized to and desirous of reaching agreement with the County for the performance of Indigency Screening Services; and,

WHEREAS, the County is authorized by King County Code 2.60.060 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

I. OBLIGATIONS

- A. In consideration of the agreements of the City and payment of the sum hereinafter set forth, the County agrees to:
 - 1. Perform consistent with available resources all services relating to screening for financial indigency as set forth in the most recent Washington State Office of Public Defense screening criteria and King County Department of Public Defense procedures.
 - 2. Not rescreen an individual for indigency within one (1) year unless a new case is filed.
 - 3. Except as set forth in Section VII.A. below, services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at its own expense.
 - 4. Routinely provide telephone indigency screening services via a trained screener Monday through Friday, 8:00 a.m. - 4:30 p.m. excluding holidays.
 - 5. Provide screening documentation to the City upon request.

- B. In consideration of the agreements of the County herein before set forth, the City agrees to:
 - 1. Post appropriate signage directing defendants to the indigency screening services and if applicable, provide similar information on the City's official website.
 - 2. Follow the King County District Court, Shoreline Courthouse (KCDC) system for notification of any temporary cancellations. If the KCDC is closed due to

adverse conditions, the Department of Public Defense will be notified by calling 206-477-9727 so the screening staff may be notified.

3. Develop and transmit to the County the rate that the City will charge those defendants who are found indigent but able to contribute to the cost of their defense. This rate will be charged based on the King County Department of Public Defense's procedure for calculating ability to contribute to the cost of defense.
4. Collection of fees charged by the City and communication to defendants regarding collections is the responsibility of the City.
5. Provide the County with a current, updated list of contracted Public Defense Attorneys.

II. COMPENSATION AND METHOD OF PAYMENT

The City shall reimburse the County for the indigency screening services as delineated in this Agreement in the following manner:

- A. Per King County Code (KCC) 2.60.020(C), the rate for services is based on full cost recovery for providing this service and includes the salary and benefits of the screening staff, staff supervision, and King County overhead necessary to provide the screening service.
- B. For 2019-2020, the rate for indigency screening services provided by the County will be \$840.00 per month. This rate may be reviewed at any time during the term of this Agreement at the request of either party.
- C. The County shall generate a monthly invoice within ten (10) working days after the end of the month. The invoice will include the number of phone calls received from defendants for the City, listed by date.
- D. The City shall remit payment to the County within thirty (30) calendar days of receipt of the invoice.

III. TERM OF AGREEMENT

- A. This Agreement shall be effective the 1st day of January 2019 and shall expire at 11:59 pm on the 31st day of December 2020.
- B. Prior to the expiration of this Agreement and commencing no earlier than October 1, 2019, the parties will engaged in communications pertaining to the rate and continuation of services by the County for another term. If the parties elect to continue this Agreement, such continuance shall be formalized in a written amendment to this Agreement as provided in Section IV below or by the execution of a new agreement.

IV. MODIFICATIONS

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this Agreement. Any modifications of this Agreement shall be in writing, signed by both parties, and affixed to this original Agreement.

V. TERMINATION

This Agreement may be terminated without cause only after ninety (90) calendar days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of Agreement and cause for immediate termination upon notice received by one party given by the other. Any termination of this Agreement shall not terminate any obligation of either party incurred prior to such termination.

VI. MUTUAL COVENANTS

Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

- A. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County.
- B. All persons rendering Indigency Screening Services hereunder shall be for all purposes employees of the County.
- C. The contact for the City regarding citizen complaints about the indigency screening process is the King County Department of Public Defense at 206-477-9727. The Department of Public Defense will institute its complaint investigation process immediately. The City contact regarding citizen complaints about the City's contracted public defense attorney performance is the City Manager's Office Management Analyst at 206-801-2216.
- D. Any controversy or claim arising out of or relating to this Agreement shall be referred to a mediator mutually selected by the parties. Demand for mediation may be made by either party by providing written notice to the other party setting forth the controversy or claim. If the parties cannot mutually agree upon selection of a mediator within seven (7) working days of notice of the demand, then the mediator shall be selected by the presiding judge of the King County Superior Court. Once selected, the mediator shall conduct a mediation session with the parties within ten(10) working days from the date of his/her selection or at such other time as the parties may mutually agree. The cost of the mediator, if any, shall be shared equally by the parties. Such mediation shall precede any court action.

Nothing in this section shall affect the parties' right to terminate this Agreement for cause, as per Section V.

VII. INDEMNIFICATION

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing its duties and obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

- B. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them, in performing its duties and obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
- C. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

VIII. AUDITS AND INSPECTION

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and six years after termination hereof.

IX. NON-DISCRIMINATION

The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with federal regulations, including but not limited to 41 CFR Part 60-2

X. PUBLIC RECORDS

The parties acknowledge that each party is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced in connection with this Agreement may be deemed a public record as defined in the Public Records Act and that if either party receives a public records request, unless a statute exempts disclosure, the party must disclose the record to the requestor.

XI. SEVERABILITY

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

XII. CAPTIONS

The titles of sections or any other parts of this Agreement are for convenience only and do not define or limit the contents.

XIII. COUNTERPART ORIGINALS

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a party shall have the same force and effect as if that party had signed all other counterparts.

XIV. AUTHORITY TO EXECUTE

Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

CITY OF SHORELINE

King County Executive

Date

NAME (Please type or print)

Date

ATTEST:

Approved as to Form:

City Clerk

Date

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Amendment to the Agreement with Yakima County for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, CMO Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

City of Shoreline inmates being held post-disposition with sentences longer than three days are held at the Yakima County Jail. In 2015, the City Council approved execution of an agreement with Yakima County for jail housing services. The initial contract term was one year (covering 2016). Council has since authorized two additional extensions, with the current contract extending through December 31, 2022 if the daily bed rate did not exceed above five percent from the current contract year's rate. This year, Yakima County sent the City their rates for 2019 by the contractually required date of October 1, which included a seven percent (7%) increase. This increase requires staff to come back to Council with a contract amendment.

The proposed amendment for tonight's meeting would authorize an extension to the agreement to cover 2019. The proposed amendment also includes provisions to automatically extend the agreement annually for up to three more years (to potentially cover the City through December 31, 2022) if an increase to the daily bed rate does not exceed 10 percent from the current year's daily rate. Under this structure, if an upcoming year's proposed daily rate were to increase above ten percent from the current contract year's rate, Council approval to amend the agreement accordingly would be sought. The agreement will continue to require Yakima County to notify the City of any rate change by October 1 each year.

RESOURCE/FINANCIAL IMPACT:

The entire adopted 2019 criminal justice budget, which also funds court costs and public defense services, is \$3.533 million, representing 6.5% of the City's General Fund appropriations. Of that amount 64%, or \$2.0 million, is allocated toward jail services. The cost of this agreement will be covered by this budget amount and will be determined based on actual use at the contracted rate. The 2016 costs totaled \$276,371; 2017 costs totaled \$479,182; and 2018 costs are estimated at \$301,500.

In 2017 the City implemented the agreement with Yakima County anticipating savings of at least \$200,000 per year. Actual savings of using Yakima County instead of SCORE in 2017 were \$466,000, an average savings of over \$39,000 per month. Through September 2018, the City has saved approximately \$159,000, or \$17,000 per month.

If Council were to approve the extension to the agreement with Yakima County for 2019, considering current trends, staff expect a rate of savings similar to 2018. However, exact savings for 2019 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. And, a judge ultimately determines the type of sentence (i.e. work release, electronic home monitoring, jail, etc.) and length of the sentence.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to amend the agreement with Yakima County to house the City's sentenced inmates at Yakima County Jail.

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

BACKGROUND

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 those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. As the City of Shoreline does not operate its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation.

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition that are ineligible for work release. Inmates being held post-disposition with sentences longer than three days are transferred to Yakima County Jail. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

In 2015, in order to curb jail costs, primarily due to increased jail usage and daily rates at the SCORE and King County jails, Council approved execution of an agreement with Yakima County for jail housing services. The initial contract term was one year (covering 2016). Council has since authorized two additional extensions, with the current contract extending through December 31, 2022 if the daily bed rate did not exceed above five percent from the current contract year's rate. Yakima County sent the City their rates for 2019 by the contractually required date of October 1, which included a seven percent increase. This increase requires staff to come back to Council with a contract amendment.

On December 14, 2015, Council approved execution of an agreement with Yakima County for jail housing services. This initial contract term was one year, and expired on December 31, 2016. Materials from the December 14, 2015 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport121415-8b.pdf>.

On November 14, 2016, Council approved an extension to the agreement with Yakima County for jail housing services which expired on December 31, 2017. Materials from the November 14, 2016 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2016/staffreport111416-7c.pdf>.

On November 27, 2017, Council approved an extension to the agreement with Yakima County for jail housing services which will expire on December 31, 2022. Materials from the November 27, 2017 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport112717-7e.pdf>.

DISCUSSION

Proposed Agreement with Yakima County

The proposed extension to the agreement with Yakima County Jail is attached to this staff report as Attachment A. New key provisions of the proposed amendment include automatically extending the agreement annually to potentially cover the City through December 31, 2022 if an increase to the daily bed rate does not exceed 10 percent from the current year's daily rate. Under this structure, if an upcoming year's proposed daily rate were to increase above 10 percent from the current contract year's rate, Council approval to amend the agreement accordingly would be sought.

Daily rates are structured with a tiered scale and the daily rate decreases as the number of inmates jailed increases. The 2019 daily rate at Yakima County Jail, at its most expensive, is \$63.65. This is the rate the City is most likely to pay as the City has averaged a use of 13.7 beds per day from January 1 through September 1, 2018. 2018 daily rates for Yakima County Jail are as follows:

Monthly Average Daily Population	Daily Rate Per Inmate
151 - above	\$57.65
126-150	\$58.65
101-125	\$59.65
76-100	\$60.65
51-75	\$61.65
26-50	\$62.65
0-25	\$63.65

Transportation of inmates and in-house medical costs are included in the daily rate.

Comparing the City's three contracted jail providers, Yakima and SCORE continue to be the City's best options with regard to cost:

Jail Daily Rates	2015	2016	2017	2018	2019
King County Jail	\$146.65	\$151.99	\$186.79	\$189.11	\$197.19
SCORE Jail Guaranteed Bed	\$97	\$105	\$108.78	\$120	\$124
SCORE Jail Non-Guaranteed Bed	\$135	\$157	\$162.65	\$175	\$180
Yakima County Jail	\$54.75	\$54.75	\$57.20	\$59.85	\$63.65

SCORE Contract

An amendment to the agreement with SCORE is also proposed tonight. Extension of the agreement with Yakima County Jail would not require amending the City's current contract with SCORE. However, if Council does not authorize the extension to the agreement with Yakima County for jail services for 2019, inmates will be housed at SCORE at a much higher daily rate and the City would have to increase its number of guaranteed beds.

FINANCIAL IMPACT

The entire adopted 2018 criminal justice budget, which also funds court costs and public defense services, is \$3.533 million. 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 the agreement with Yakima County. In 2017, the City saved \$466,000 by utilizing Yakima County Jail to house sentenced inmates instead of SCORE, which was an average savings of over \$39,000 per month. Through September 2018, the City has saved approximately \$157,000, or \$17,000 per month.

The City's adopted 2019 criminal justice budget of \$3.533 million represents 6.5% of the City's General Fund appropriations. Of that amount 64%, or \$2.0 million, is allocated toward jail services.

If Council were to approve the extension to the agreement with Yakima County for 2019, considering current trends, staff expect a rate of savings similar to 2018. However, exact savings for 2019 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. And, a judge ultimately determines the type of sentence (i.e. work release, electronic home monitoring, jail, etc.) and length of the sentence.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to amend the agreement with Yakima County to house the City's sentenced inmates at Yakima County Jail.

ATTACHMENTS

Attachment A: Draft Amendment to the Agreement with Yakima County for Jail Services

Inmate Housing Agreement Addendum

This Agreement Addendum is made and entered into between the **CITY OF SHORELINE**, a municipal corporation with its principal offices at 17500 Midvale Avenue North, Shoreline, WA 98133-4905, and **YAKIMA COUNTY DEPT. OF CORRECTIONS**, located at 111 North Front Street, Yakima, WA 98065.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Inmate Housing Agreement executed on January, 5, 2016 shall be amended as follows:

Section 25. Daily Bed Rate.

A. 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. Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by the County, will be housed at a rate of \$98.35. The IMI populations will be used in the MADP rate calculation listed below for all other inmates.

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$57.65
126-150	\$58.65
101-125	\$59.65
76-100	\$60.65
51-75	\$61.65
26-50	\$62.65
0-25	\$63.65

B. Each calendar year, the County may increase the Daily Rate by no more than ten percent (10%) from the current year's Daily Rate. Written notification of any change in the Daily Rate shall be sent to the City as provided in Section 39 no later than October 1 of the current calendar year in order to have the new Daily Rate effective in the following calendar year. Failure of the County to properly notify the City may result in the Daily Rate not becoming effective for the next Agreement term.

C. The Daily Rate includes all in-facility medical, dental (if available), and mental health services for regular and IMI inmate populations. 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.

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

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

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

Except as expressly provided in this Agreement Addendum, all other terms and conditions of the original agreement shall remain in full force and effect.

Executed this _____ day of _____ 2018.

City of Shoreline

ATTEST:

City Manager

By: City Clerk

Approved as to Form:

City Attorney

Yakima Board of County Commissioners

Ron Anderson, Chairman

Michael D. Leita, Commissioner

J. Rand Elliot, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

ATTEST:

Rachel Michel, Clerk of the Board

Approved as to Form:

Senior Deputy Prosecuting Attorney

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition that are ineligible for work release. Inmates being held post-disposition with sentences longer than three days are transferred to Yakima County Jail. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

The proposed amendment to the City's existing agreement with SCORE would authorize an extension to cover 2019. The agreement requires that SCORE provide the City an estimate of daily rates for the upcoming year by July 1 each year. Tonight, staff are also bringing forward a proposed extension to the City's agreement with Yakima County Jail, covering 2019, for Council consideration.

RESOURCE/FINANCIAL IMPACT:

The entire adopted 2018 criminal justice budget, which also funds court costs and public defense services, is \$3.533 million. 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 the agreement with Yakima County. In 2017, the City saved \$466,000 by utilizing Yakima County Jail to house sentenced inmates instead of SCORE, which was an average savings of over \$39,000 per month. Through September 2018, the City has saved approximately \$157,000, or \$17,000 per month.

The City's adopted 2019 criminal justice budget of \$3.533 million represents 6.5% of the City's General Fund appropriations. Of that amount 64%, or \$2.0 million, is allocated toward jail services.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to amend the agreement with SCORE to continue as the City's primary jail and booking facility for 2019.

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

BACKGROUND

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 those committed by 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.

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition that are ineligible for work release. Inmates being held post-disposition with sentences longer than three days are transferred to Yakima County Jail. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

On July 28, 2014, Council approved execution of an agreement with SCORE for jail services. Materials from the July 28, 2014 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2014/staffreport072814-8a.pdf>.

On November 30, 2015, the Council discussed the City's jails services contracts and the possibility of transferring a portion of the City's sentenced inmate population to Yakima County Jail. Materials from the November 30, 2015 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport113015-8b.pdf>.

On November 27, 2017, the Council approved the amendment to the agreement with SCORE for jail housing services. Materials from the November 27, 2017 meeting can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2017/staffreport112717-7e.pdf>.

DISCUSSION

Proposed Agreement with SCORE

The proposed extension to the agreement with SCORE is attached to this staff report as Attachment A.

SCORE 2019 daily rates are based upon actual expenses from April 2017 – March 2018. Comparing the City's three contracted jail providers, Yakima and SCORE continue to be the City's best options with regard to cost:

Jail Daily Rates	2015	2016	2017	2018	2019
King County Jail	\$146.65	\$151.99	\$186.79	\$189.11	\$197.19
SCORE Jail Guaranteed Bed	\$97	\$105	\$108.78	\$120	\$124
SCORE Jail Non-Guaranteed Bed	\$135	\$157	\$162.65	\$175	\$180
Yakima County Jail	\$54.75	\$54.75	\$57.20	\$59.85	\$63.65

Staff propose maintaining the number of guaranteed beds (20 per day) allocated at the Guaranteed Bed rate.

Yakima County Jail Contract

An extension of the agreement with Yakima County Jail is also proposed tonight. Amending the agreement with Yakima County itself does not require amending the City’s current contract with SCORE. However, if Council does not authorize the extension to the agreement with Yakima County for jail services for 2019, inmates will be housed at SCORE at a much higher daily rate and the City would have to increase its number of guaranteed beds.

FINANCIAL IMPACT

The entire adopted 2018 criminal justice budget, which also funds court costs and public defense services, is \$3.533 million. 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 the agreement with Yakima County. In 2017, the City saved \$466,000 by utilizing Yakima County Jail to house sentenced inmates instead of SCORE, which was an average savings of over \$39,000 per month. Through September 2018, the City has saved approximately \$157,000, or \$17,000 per month.

The City’s adopted 2019 criminal justice budget of \$3.533 million represents 6.5% of the City’s General Fund appropriations. Of that amount 64%, or \$2.0 million, is allocated toward jail services.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to amend the agreement with SCORE to continue as the City’s primary jail and booking facility for 2019.

ATTACHMENTS

Attachment A: Draft Amendment to the Agreement with SCORE for Jail Services

AMENDMENT #4 TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, **2018** (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the **City of Shoreline** (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Agreement for Inmate Housing between the Parties dated August 28, 2014, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

- 1. **2019 Bed Rates.** Section 27 (Bed Rate) of the Original Agreement is hereby amended to include the following guaranteed and non-guaranteed bed rates for inmate housing:

Guaranteed Bed Rate: \$124.00 20 No. of Guaranteed Beds
Non-Guaranteed Bed Rate: \$180.00

- 2. **Effective Date; Execution.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2019**. This Amendment to Original Agreement may be executed in any number of counterparts.

- 3. **Ratification and Confirmation.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

City of Shoreline

South Correctional Entity (SCORE)

By: _____
(Signature)

By: _____
(Signature)

Name: Debbie Tarry
Title: City Manager

Name:
Title: Executive Director

Date: _____

Date: _____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute Amendment No. 4 with Blueline Group LLC in the Amount of \$20,000 for a Final Contract Amount of \$95,000
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke, City Engineer
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Budget for the City’s current Development Review Support Services contract with Blueline Group, LLC has been expended and current development review workload is such that there is an immediate need for on-call review. This Amendment No. 4 to this contract will provide the resources necessary to address the current workload and allow staff to meet review deadlines associated with two School District projects under accelerated review in December 2018 and January 2019. This contract amendment would add an additional \$20,000 to this contract for a total contract amount of \$95,000.

RESOURCE/FINANCIAL IMPACT:

This contract amendment is covered by additional fees related to the accelerated plan review agreement with the Shoreline School District and permit fees associated with requests for expedited review.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute Amendment No. 4 with Blueline Group, LLC in the amount of \$20,000 for a final contract amount of \$95,000.

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

BACKGROUND

The Blueline Group, LLC has provided on call engineering development review support to the City since 2015. The contract amount has now been fully expended and staff has issued a Request for Qualifications to select a firm to provide continued on-call engineering development review support under a new contract. Staff expects to select a firm and execute a contract by the early February 2019. However, current development review workload is such that there is an immediate need for on-call review in advance of execution of a new contract. This is the first time that this contract has been reviewed by Council, as Blueline was administratively selected for the initial contract. This proposed contract amendment amount exceeds the City Managers signing authority.

BACKGROUND

This Amendment No. 4 to the Blueline Group's contract will provide for necessary services for the months of December 2018 and January 2019. Blueline Group's staff have provided engineering review services to the City at a consistently high quality throughout the life this contract and are knowledgeable in the City's codes, permitting processes, the Stormwater Management Manual for Western Washington and the associated NPDES general stormwater permit.

The execution of this Amendment No. 4 will allow City staff to assign plan review to Blueline so staff can perform accelerated review of the School District projects. This will also allow staff to meet requests for expedited review. Without this amendment, review times on non-school projects will be delayed so staff can meet the agreed review times for the school projects and staff will be unable to accept requests for expedited review.

RESOURCE/FINANCIAL IMPACT

This contract amendment is covered by additional fees related to the accelerated plan review agreement with the Shoreline School District and permit fees associated with requests for expedited review.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute Amendment No. 4 with Blueline Group, LLC in the amount of \$20,000 for a final contract amount of \$95,000.

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Adoption of Ordinance No. 846 - Budget Amendment for 2018
DEPARTMENT: Administrative Services
PRESENTED BY: Sara Lane, Administrative Services Director
Rick Kirkwood, Budget Supervisor
ACTION: Ordinance Resolution Motion
 Discussion Public Hearing

PROBLEM/ISSUE STATEMENT:

As discussed at the November 5, 2018 City Council meeting, during the course of the year, changes to the adopted budget are identified. A final budget amendment to formally adopt these changes is a routine procedure that occurs at approximately this time each year. Proposed Ordinance No. 846 (Attachment A) provides for this budget amendment. The budget amendment detail for this proposed ordinance is as follows:

City Facilities – Major Maintenance Fund: \$28,529

The 2018 appropriation for this fund will be increased by \$28,529 to cover revised estimates for certain projects as delineated on the program summary on page 329 of the 2019-2020 Proposed Biennial Budget and 2019-2024 Capital Improvement Plan book (available here: <http://www.shorelinewa.gov/home/showdocument?id=41089>).

FINANCIAL IMPACT:

Proposed Ordinance No. 846 totals \$28,529, and adjusts both resources and expenditures as follows:

City Facilities – Major Maintenance Fund: \$28,529

- City Hall Long-Term Maintenance: \$28,529

The following table summarizes the impact of this budget amendment and the resulting 2018 appropriation for each fund:

Fund	2017 Current Budget (A)	Budget Amendment (B)	Amended 2017 Budget (C) (A + B)
City Facilities – Major Maintenance Fund	\$153,213	\$28,529	\$181,742
All Other Funds	117,545,984	0	117,545,984
Total	\$117,699,197	\$28,529	\$117,727,726

RECOMMENDATION

Staff recommends that the City Council approve Ordinance No. 846, amending the 2018 budget.

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

ATTACHMENTS:

Attachment A: Proposed Ordinance No. 846, Amending the 2018 Final Budget

ORDINANCE NO. 846**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON, AMENDING THE 2018 FINAL BUDGET BY ADJUSTING THE APPROPRIATIONS IN THE CITY FACILITIES - MAJOR MAINTENANCE FUND.**

WHEREAS, the 2018 Final Budget for the City of Shoreline was adopted by Ordinance No. 806 and subsequently amended by Ordinance Nos. 812, 814, 815, 826, and 834 (collectively, “2018 Final Budget”); and

WHEREAS, additional needs that were unknown at the time the 2018 Final Budget, as amended, was adopted have occurred; and

WHEREAS, the City of Shoreline is required pursuant to RCW 35A.33.075 to include all revenues and expenditures for each fund in the adopted budget and, therefore, the 2018 Final Budget, as amended, needs to be amended to reflect the increases and decreases to the City’s funds; and

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

Section 1. Amendment – 2018 Final Budget. The City hereby amends the 2018 Final Budget by increasing the appropriation for the City Facilities - Major Maintenance Fund by \$28,529.00, thereby increasing the Total Funds appropriation to \$117,727,726.00, as follows:

Fund	Current Appropriation	Revised Appropriation
General Fund	\$49,413,678	
Street Fund	2,376,815	
Code Abatement Fund	130,000	
State Drug Enforcement Forfeiture Fund	418,140	
Public Arts Fund	195,246	
Federal Drug Enforcement Forfeiture Fund	58,000	
Property Tax Equalization Fund	0	
Federal Criminal Forfeiture Fund	0	
Transportation Impact Fees Fund	221,400	
Park Impact Fees Fund	50,000	
Revenue Stabilization Fund	0	
Unltd Tax GO Bond 2006	1,697,925	
Limited Tax GO Bond 2009	1,661,417	
Limited Tax GO BAN 2018	200,000	
Limited Tax GO Bond 2013	260,635	
General Capital Fund	31,829,417	

Fund	Current Appropriation	Revised Appropriation
City Facility-Major Maintenance Fund	153,213	181,742
Roads Capital Fund	18,011,029	
Surface Water Capital Fund	7,597,735	
Wastewater Utility Fund	2,297,901	
Vehicle Operations/Maintenance Fund	772,302	
Equipment Replacement Fund	336,844	
Unemployment Fund	17,500	
Total Funds	\$117,699,197	\$117,727,726

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 3. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. A summary of this ordinance consisting of its title shall be published in the official newspaper of the City. The ordinance shall take effect and be in full force five days after passage and publication.

PASSED BY THE CITY COUNCIL ON NOVEMBER 26, 2018

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik Smith
City Clerk

Margaret King
City Attorney

Publication Date: _____, 2018
Effective Date: _____, 2018

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Resolution No. 432 - Amending Resolution No. 423 Recreation Program Refund Policies and Procedures		
DEPARTMENT:	Parks, Recreation, and Cultural Services		
PRESENTED BY:	Mary Reidy, Recreation Superintendent		
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:

On February 26, 2018, via Resolution No. 423, the City Council adopted a Recreation Program Refund Policy and Procedures to outline under what circumstances and through what process refunds for programs will be given. The Parks, Recreation, and Cultural Services (PRCS) Department has determined that modifications to the adopted Recreation Program Refund Policy and Procedures are necessary. Proposed Resolution No. 432 (Attachment A) would amend Resolution No. 423 and put in place an updated Refund Policy and Procedure (Exhibit A) based on recent experiences with implementing the Recreation Program Refund Policy and Procedures. Proposed Resolution No. 432 is scheduled for Council action on December 10, 2018.

RESOURCE/FINANCIAL IMPACT:

Proposed Resolution No. 432 does not have a financial impact to the City. PRCS revenue projections accounts for a certain amount of refunds. It is not anticipated that the new policy will result in a change in the number or amount of refunds granted.

RECOMMENDATION

No action is required at this time as this item is for discussion purposes only. Staff recommends that the City Council adopt proposed Resolution No. 432 approving the amended Recreation Program Refund Policy when this item is brought back to Council for action on December 10, 2018.

Approved By: City Manager **DT**

City Attorney **MK**

BACKGROUND

With the adoption of Resolution No. 394 in 2016, the Parks, Recreation and Cultural Services (PRCS) Department established a formal Refund Policy and Procedure to formalize the PRCS Department's financial management and monitoring around refunds, as well as standardize customer service. In January 2018, after a full year of implementation, staff recommended changes to Council to enhance the policy and streamline the procedures. These changes were adopted by Council on February 26, 2018 through Resolution No. 423. PRCS staff has since been using this Recreation Program Refund Policy and Procedures to guide its approval and distribution.

The PRCS Department has subsequently determined that further modifications to the adopted Recreation Program Refund Policy and Procedures are necessary. Proposed Resolution No. 432 (Attachment A) would amend Resolution No. 423 and put in place an updated Refund Policy and Procedure based on recent experiences with implementing the Recreation Program Refund Policy and Procedures.

The proposed changes were presented to the Parks, Recreation and Cultural Services Board on September 27, 2018 at which time they unanimously recommended approval of the proposed changes.

DISCUSSION

The purpose of the proposed Recreation Program Refund Policy and Procedures is to describe under what circumstances refunds will be awarded and describe the necessary steps to refund payment for services and use of facilities. The policy addresses several types of reasons customers request refunds, including cancellation of events, programs, or classes by the City; weather-related cancellations; customer decisions to withdraw from a class; refund of a damage deposit; and refunds for facility rental cancellation outside of renter control; among other issues. The policy also defines how much of a refund the customer is entitled to, based on when the cancellation request is made or when notice is given for withdrawal from a class or program, and describes the mechanism by which a refund will be made.

Since the adoption of the original Policy in 2016 PRCS staff have identified several procedural changes that would improve the implementation of the Policy. The first changes were proposed and adopted earlier this year through Council adoption of Resolution No. 423 on February 26, 2018. The current proposed changes are a result of review after implementation over the summer registration and programming season. The changes in the attached proposal reflect the 'lessons learned' from the policy adopted earlier this year. Exhibit A provides a version showing each proposed change.

The four primary changes to the policy and procedures are:

1. More detailed Section 2.0 – Definitions
2. Modifications Section 5.3 – Refund Request Deadlines
3. More detailed Section 5.3.8 – Concession Permits
4. New Section 5.12 – Refund due to Injury or illness

More detailed Section 2.0 - Definitions

The current Refund Policy did not clearly define what constitutes a Camp, Summer Camp, or Course, and thus made the policy difficult to apply throughout the year. Having clear definitions of each category of program enhances communication with patrons and staff's ability to offer the highest-level customer service possible.

Modifications Section 5.3 – Refund Request Deadlines

The current Policy applies a deadline for full refunds of the first Monday in June for only Camp Shoreline designated summer camps. This proposal, through the new definition of Camp, will have this deadline apply to all summer camps offered June through August, not only Camp Shoreline. The change will eliminate confusion for patrons as well as streamline the registration process for staff.

This proposal also includes a new section 5.4.5 which addresses refund eligibility for Non-Summer Camps. Including this section creates an equitable implementation of administration fees and deadlines with the summer camps.

The changes proposed are an attempt to minimize patrons using the system to 'reserve' spots without consequence and then make multiple changes directly prior to the program start date.

New Section 5.3.8 - Concession Permit

Concession Permits were included in Section 5.3.10 of the previous policy and did not allow for any refunds. This proposal includes a provision for Concessionaires to request refunds 30 days prior to their scheduled use as well as in the event of a City determined facility closure.

New Section 5.12 -Refund due to Injury or illness

To more clearly communicate with patrons, as well as implement the Policy equitably, a new section has been added to the Policy. This section explains clearly when an illness creates eligibility for refund.

RESOURCE/FINANCIAL IMPACT

Proposed Resolution No. 432 does not have a financial impact to the City. PRCS revenue projections accounts for a certain amount of refunds. It is not anticipated that the new policy will result in a change in the number or amount of refunds granted.

RECOMMENDATION

No action is required at this time as this item is for discussion purposes only. Staff recommends that the City Council adopt proposed Resolution No. 432 adopting a new Recreation Program Refund Policy when this item is brought back to Council for action on December 10, 2018.

ATTACHMENTS

Attachment A: Proposed Resolution No. 432, including Exhibit A

RESOLUTION NO. 432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, AMENDING SECTIONS OF THE RECREATION PROGRAM REFUND POLICY AND PROCEDURES.

WHEREAS, on February 26, 2018, via Resolution No. 423, the City Council adopted a Recreation Program Refund Policy and Procedures so as to outline under what circumstances and through what process refunds for recreation programs will be given; and

WHEREAS, the Recreation Program Refund Policy and Procedures as adopted by Resolution No. 423 is currently within the City's Policy and Procedure library under City Clerk Receiving No. 9045; and

WHEREAS, the Parks, Recreational, and Cultural Services Department has determined that amendments to the adopted Recreation Program Refund Policy and Procedures were necessary to facilitate better clarity and administration of the Policy; and

WHEREAS, the City of Shoreline Parks Board considered the proposed amendments to the Recreation Program Refund Policy and Procedures at its September 27, 2018 meeting and recommended approval; and

WHEREAS, the City Council considered the new Recreation Program Refund Policy and Procedures at its November 26, 2018 regular meeting and accepts the Department's and Parks Board's recommended amendments to the Recreation Program Refund Policy and Procedures;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, HEREBY RESOLVES:

Section 1. Amendment of Recreation Program Refund Policy and Procedures. The City Council hereby adopts the amendments to the "Recreation Program Refund Policy and Procedures" as set forth in Exhibit A attached hereto.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or resolution numbering and section/subsection numbering and references.

Section 3. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this resolution or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

ADOPTED BY THE CITY COUNCIL ON NOVEMBER 26, 2018.

Mayor Will Hall

ATTEST:

Jessica Simulcik Smith
City Clerk

Shoreline Policy and Procedure

Recreation Program Refund Policy and Procedures

Category and Number: 7.161003	Receiving Number: To be determined
Code and statutory authority: Resolution No. 423	Authorized: Effective Date: By:
Supersedes: 8623	

1.0 PURPOSE

The purpose of this Recreation Program Refund Policy and Procedures is to describe under what circumstances refunds will be awarded and describe the necessary steps to refund payment for services and use of facilities.

2.0 DEFINITIONS

- 2.1 Cancellation** – City notification of class, camp, program or event being cancelled.
- 2.2 Security Reserved**
- 2.3 Security Deposit** – Any payment received in addition to the facility rental fee required to compensate for damage to City facilities incurred during the rental period, not adhering to rental permit conditions or requiring extra on-site staff time
- 2.4 Late Payment** – Payments received or owed after the deadline set by the rental agreement, or as otherwise noted in Facility Rental Policy and Procedures.
- 2.5 League** - Organized on-going rental with scheduled games.
- 2.6 Pass** – A purchased amount of time that allows for entrance to specified drop-in activities.
- 2.7 Point of Sale Item** – Any product sold for purchase that is not a program or service.
- 2.8 PRCS Director** – The Director of the City of Shoreline Parks, Recreation and Cultural Services Department.
- 2.9 Refund** - Any money once received by City of Shoreline and then returned to a customer per this policy.
- 2.10 Registration** – The process by which the rental of a facility is secured including receipt of full payment and confirmation of completed Rental Use Permit or the process of paying for and receiving confirmation of acceptance to participate in a class, trip/workshop or special event by the City of Shoreline.
- 2.11 Rental Use Permit** – Signed agreement governing the use of City of Shoreline facilities, including both indoor and outdoor spaces.
- 2.12 Renter** – Person(s) or party on the signature line of a Rental Use Permit who is legally obligated to terms and conditions of agreement.
- 2.13 Multi-Day Course** – A class or specialty camp (not Camp Shoreline)-program, for which a participant must register and that consists of multiple days.

- 2.14 Camp – A Program with the word ‘Camp’ in the title.
- 2.15 Summer Camp – Any camp offered June through August.
- 2.16 Single Day Course – Class, trip or program that lasts one day or less.
- 2.17 Special Event – A program for which a participant must register that is identified as a Special Event in marketing materials.

3.0 REFERENCES AND FORMS

- 3.1 Facilities Rental Policies and Procedures
- 3.2 Code of Conduct for Use of City Facilities

4.0 DEPARTMENTS AFFECTED

- 4.1 Parks, Recreation and Cultural Services Department
- 4.2 Administrative Services Department

5.0 PROCESS

5.1 Refund Due to City Cancellation. Classes, camps, programs, trips or workshops/special events cancelled by the City of Shoreline will result in a 100% Refund of the program fee paid.

5.2 Cancellation Due to Weather. Refunds will not be issued for reasons of inclement weather, unless it results in the closure of the City facility hosting the event during the time of session or rental or cancellation of the camp, class or program.

5.3 Refund Request Deadlines.

- ~~5.3.1~~ ~~Course fee first day.~~ Program fees may be refunded in full for any reason after the first day of class, as long as the refund is requested prior to the second day of class. Aquatics programs requests must be made through the pool registration desk. All other recreation program requests must be made at the Spartan Recreation Center registration desk.
- ~~5.3.2~~ ~~Course fee second day.~~ After the second day of class, but prior to the third, requested refunds will be pro-rated per the registration fee paid and the total number of classes.
- ~~5.3.3~~ ~~Course fee third day.~~ Refunds will not be issued after the third day of class, unless an exception is granted. Exception requests are to be submitted per 5.9 of this policy. The City has sole discretion to decide whether or not to grant this exception.
- ~~5.3.4~~ ~~One Day Class.~~ Refunds may be issued if requested at least three (3) calendar days prior to (not including) event course date.

~~5.3.5 Point of sale admissions. Refund requests must be made in writing and submitted to the registration desk prior to leaving the facility on the day of use. All requests are at the discretion of the PRCS Director.~~

~~5.3.6 Single Trips: Refunds may be issued if requested at least seven (7) calendar days prior to (not including) event date.~~

~~5.3.7 Camp Shoreline camps~~

~~5.3.7.1 Full refunds will be given until the close of business on the first Monday in June.~~

~~5.3.7.2 Refunds requested after COB the first Monday in June, but prior to 7 days before (but not including) the first day of camp, will be subject to an administration fee for each weekly camper registration.~~

~~5.3.7.3 No refunds will be given less than seven (7) days (not including) the first day of camp.~~

~~5.3.7.4 If transferring from one Camp Shoreline Day Camp into another the administration fee will be waived during the transfer. The transfer must be made at the same time as the cancellation.~~

~~5.3.7.5 Transfer can only be made into a camp that has an available spot.~~

~~5.3.8 Facility rental cancellation. Rentals cancelled by the Renter seven (7) or more calendar days before the event will be refunded in full. Rentals cancelled by the Renter less than seven (7) days, but before 24 hours prior to the date/time of reservation, will be issued a 50% refund of the fees already collected or \$50, whichever is less. Reservations cancelled 24 hours or less prior to the rental will not receive a refund. Any Security Deposit received associated with this rental will be 100% refunded.~~

~~5.3.9 Park and Open Space Non-Exclusive Use Permit. Permits cancelled by the Renter seven (7) or more calendar days before the event will be refunded in full. Permits cancelled by the Permittee less than seven (7) days, but before 24 hours prior to the date/time of reservation, will be issued a 50% refund of the fees already collected or \$50, whichever is less. Reservations cancelled 24 hours or less prior to the rental will not receive a refund. Any Security Deposit received associated with this permit will be 100% refunded.~~

~~5.3.10 Concession Permit. Concession Permits are non-refundable.~~

~~5.3.1 Multi-Day Course~~

~~5.3.1.1 First Day. Program fees may be refunded in full for any reason after the first day of class, as long as the refund is requested prior to the second day of class. Aquatic program requests must be made through the pool registration desk. All other recreation program requests must be made at the Spartan Recreation Center registration desk.~~

- 5.3.1.2 Second Day. After the second day of class, but prior to the third, requested refunds will be pro-rated per the registration fee paid and the total number of classes.
- 5.3.1.3 Third Day. Refunds will not be issued after the third day of class, unless an exception is granted. Exception requests are to be submitted per 5.9 of this policy. The City has sole discretion to decide whether or not to grant this exception.
- 5.3.2 Single Day Course. Refunds may be issued if requested at least seven (7) calendar days prior to (not including) the course day.
- 5.3.3 Point of Sale Admissions. Refund requests must be made in writing and submitted to the registration desk prior to leaving the facility on the day of use. All requests are at the discretion of the PRCS Director.
- 5.3.4 Camps - Summer Camps
 - 5.3.4.1 Full refunds will be given until the close of business on the first Monday in June for Summer Camps.
 - 5.3.4.2 Refunds for Summer Camps requested after close of business the first Monday in June, but prior to seven (7) days before (but not including) the first day of camp, will be subject to an administration fee for each weekly camper registration.
 - 5.3.4.3 No refunds will be given less than seven (7) days (not including) the first day of camp.
 - 5.3.4.4 If transferring from one Camp into another the administration fee will be waived during the transfer. The transfer must be made at the same time as the cancellation and for the same participant.
 - 5.3.4.5 Transfer can only be made into a camp that has an available spot.
- 5.3.5 Non-Summer Camps
 - 5.3.5.1 Full refunds will be given up to 14 days prior to the start (not including the first day) for non-summer camps.
 - 5.3.5.2 Refunds requested after close of business 14 days prior to start (but not including) the first day of camp, will be subject to an administration fee for each weekly camper registration.
 - 5.3.5.3 No refunds will be given less than seven (7) days (not including) the first day of camp.
- 5.3.6 Facility Rental Cancellation. Rentals cancelled by the Renter seven (7) or more calendar days before the event will be refunded in full. Rentals cancelled by the Renter less than seven (7) days, but before 24 hours prior to the date/time of reservation, will be issued a 50% refund of the fees already collected or \$50, whichever is less. Reservations cancelled 24 hours or less prior to the rental will not receive a refund. Any Security Deposit received associated with this rental will be 100% refunded.

5.3.7 Park and Open Space Non-Exclusive Use Permit. Permits cancelled by the Renter seven (7) or more calendar days before the event will be refunded in full. Permits cancelled by the Permittee less than seven (7) days, but before 24 hours prior to the date/time of reservation, will be issued a 50% refund of the fees already collected or \$50, whichever is less. Reservations cancelled 24 hours or less prior to the rental will not receive a refund. Any Security Deposit received associated with this permit will be 100% refunded.

5.3.8 Concession Permit. The City may, at its sole discretion, cancel a Concession Permit anytime due to an emergency, severe weather, power outage, or situations that may result in facility damage or personal injury as determined by the PRCS Director. In such instances, the Permittee will be entitled to a 100% refund. All other permit refunds must be requested 30 days prior to scheduled use.

5.4 Waitlist and Pro-~~r~~Rated Refunds.

5.4.1 Waitlist refunds. For those that are on a class waitlist that attend after the start date, requests for refund shall be treated as if the first day of attendance is the first day of class.

5.4.2 Pro-rated refunds. Class fee refunds will not be pro-rated when registering after the start date except for those entering from the waitlist.

5.5 Refund of Security Deposits. The City will inspect the permitted area in the Rental Use Permit after usage to determine if any damage occurred. If damage occurred, the City will assess a cost to fix the damage and retain that amount from the Security Deposit. Security Deposit may also be retained if all conditions of the permit are not adhered to or extra on-site staff time is required. Any remainder of the Security Deposit will be refunded. Should no damage occur, all conditions of the permit are met and extra staff time is not required then 100% of Security Deposit will be refunded

5.6 Facility Rental Cancellation Outside of Renter Control. The City may, at its sole discretion, cancel a rental anytime due to an emergency, severe weather which merits either School District or City facility closures, power outage, or situations that may result in facility damage or personal injury as determined by the PRCS Director. In such instances, the Renter will be entitled to a 100% refund. If a field is deemed unusable by City staff on the day of the rental, a credit will be issued to the Renter's account. If a field is deemed unusable on the day of rental by a League official, the Renter must notify the City in writing so that the City receives such notice within five (5) calendar days of event cancellation in order to have a credit issued on their account.

- 5.7 No Pro-Rated Pass Refunds.** All passes are for the specified amount of time from purchase date. Pro-rated refunds are not permitted for unused portion of purchased time.
- 5.8 Refund for Defective Products.** Point of Sale Items may be returned for a full refund within one week of purchase if product has a manufacturing defect.
- 5.9 Exceptions.** Requested exceptions from this Policy may be submitted on the Refund Request Waiver Form to the Recreation Superintendent and require approval by the PRCS Director.
- 5.10 10 Punch Passes** expire on December 31st of the calendar year purchased with the remaining punches value refunded.
- 5.11 Registrations associated with special events** are non-refundable.
- 5.12 Refund due to Injury or Illness.** Refunds will not be issued for injury or illness incurred outside of participation in the program unless it is cited as a communicable disease by a medical professional.

6.0 PROCEDURE AND METHOD FOR ISSUING REFUNDS

- 6.3** Debit/credit card payments will be refunded to the debit/credit account from which the payment was made if within 120 days of the original purchase date. If past 120 days a check will be issued within six (6) weeks or refund request.
- 6.4** If paid in cash or check, the City of Shoreline will issue, remit and mail a refund check within six (6) weeks to the customer who made payment.
- 6.5** No cash refunds will be made.
- 6.6** Any standing credit on accounts will be refunded after six (6) months by a City of Shoreline issued check.
- 6.7** Security Deposits may be refunded in full or part after completion of the activity and assessed by City staff for damage, breach of permit or staffing requirements. Rentals paid via credit card shall be refunded with a credit to the Renter's card. If paid by cash or check, the City of Shoreline Finance Department will issue, remit, and mail a refund check to Renters within six (6) weeks. No cash refunds will be made.
- 6.8** Fees paid through scholarship funds are not refunded in cash. They are reassigned to account per City of Shoreline Scholarship Policy.

- 6.9** Any payment made via State of Washington Department of Social and Health Services (DSHS) shall not be refunded to an individual but rather will be taken off prior to billing balance sent to State quarterly.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing the 2019 State Legislative Priorities		
DEPARTMENT:	City Manager's Office		
PRESENTED BY:	Jim Hammond, Intergovernmental Program 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:

This staff report previews the upcoming 2019 Legislative Session and discusses the City's proposed 2019 Legislative Priorities ("Priorities"). For 2019, staff proposes continuing the request for local government financial sustainability and flexibility; continuing support for dedicated state revenues for the human services safety net, including affordable housing, homelessness services, and the behavioral health and chemical dependency systems; advocating for a system-wide approach to addressing fish-blocking culverts that includes funding for local government participation; and supporting changes to state law that encourage the construction of affordable condominiums while maintaining consumer protections.

In addition, the priorities would direct staff to track and seek opportunities to engage on key local projects, including the N 145th Street/I-5 interchange, a pedestrian/bicycle bridge at N 148th Street that would connect neighborhoods to the 145th Street Light Rail Station, the proposed Community and Aquatics Center, and Fircrest Campus underutilized property redevelopment.

RESOURCES/FINANCIAL IMPACT:

This item has no direct financial impact.

RECOMMENDATION

No action is required tonight; this item is for discussion purposes only. Staff recommends that the City Council move to adopt the 2018 Legislative Priorities when this item is brought back to Council for adoption on December 10, 2018.

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

BACKGROUND

2019 is the start of the 2019-2021 biennium, or 'long' session, which is scheduled to last 105 days. The City's legislative priorities provide policy direction in a highly fluid and dynamic legislative environment. They guide staff in determining whether the City supports or opposes specific legislation and amendments in Olympia during the legislative session. The City actively monitors legislative proposals at the state level, as success in advancing the City's position in Olympia depends on providing accurate and timely information to Legislators and their staff that illustrates the impacts of pending legislation on Shoreline.

The legislative priorities are the general policy positions that provide staff and Council representatives the flexibility to respond to requests for information and input. Key topics of legislation that do not fall under the adopted Legislative Priorities will be presented to the Council in regular briefings. The City also continues to partner with the Association of Washington Cities (AWC) and Sound Cities Association (SCA), which provides a consistent voice and a strong presence for cities in Olympia.

DISCUSSION

Staff proposes the attached draft 2019 State Legislative Priorities (Attachment A) for Council for review and potential approval.

AWC Priorities/Concerns

With the engagement of City Councilmembers and staff, AWC arrived at a legislative agenda for the 2019 session that calls out six key issue areas:

1. Support economic development tools to encourage job creation and economic growth.

Washington's cities need additional economic development tools that assist in maintaining, expanding, and modernizing local infrastructure to help spur local private sector investment. By supporting value capture financing, the Legislature can partner with cities and towns to advance our shared goals of building a robust and diverse economy for communities around the state.

2. Keep the Public Works Trust Fund in working order.

Cities support ongoing investment in the various infrastructure funding programs sponsored by the state. In particular, the Public Works Trust Fund (PWTF) is a crucial funding partner in AWC's efforts to provide the necessary infrastructure for Washington communities. AWC will seek full funding for the Public Works Board's \$217 million budget, funded from the current stream of loan repayments and the 2 percent of REET dedicated to the account. Additionally, AWC will look to strengthen the program by ending REET fund diversions from the account now instead of waiting until 2023.

3. Invest in affordable housing.

Communities around the state are facing a housing affordability crisis. Cities support an ongoing \$200 million capital budget investment in the Housing Trust Fund, a \$20 million per year local government revenue sharing proposal, and \$1.5 million per year for reinvestment of the sales tax from the construction of multifamily development. In addition, cities support proposals that remove barriers to affordable housing, including voluntary density and infill development solutions, opportunities for creating shared housing, and addressing condominium liability to expand housing choices.

4. Fund a systems approach to correct fish-blocking culverts.

AWC and state agency partners are focused on developing and funding a comprehensive statewide approach to fix salmon-blocking culverts. In order to achieve meaningful salmon and orca recovery, cities need ongoing and significant funding to upgrade city culverts. This critical investment will support fish passage by maximizing collaboration with the state's legal obligation to upgrade its culverts, while also addressing other critical needs like stormwater and water quality. Cities support creating a permanent framework to fund system-wide corrections that begins with fully funding the Fish Barrier Removal Board this biennium, including capacity for a grant program in the second half of the biennium. An effective framework also includes a commitment to future investment.

5. Address a failing behavioral health system.

Cities are experiencing the ramifications of an overwhelmed mental health and drug abuse response system. The state needs to make investments sufficient to improve access to these systems and their success across the state. Cities will work with the state to pursue enhancements and reforms to the behavioral health delivery systems including engaging with mental health transformation proposals, the Trueblood settlement, making permanent the mental health co-responder program, and supporting comprehensive opioid response legislation.

6. Provide responsive funding for the Criminal Justice Training Commission.

Cities need a responsive funding model for the Criminal Justice Training Commission to ensure that newly-hired law enforcement officers and corrections officers have timely access to basic training. Cities seek funding for at least 19 Basic Law Enforcement Academy (BLEA) classes per year and at least seven Corrections Officer Academy classes per year in order to meet our public safety needs.

Shoreline Priorities/Concerns

Below are the proposed specific legislative priorities and a list of issues the City supports:

1. Local Government Financial Sustainability and Flexibility.

Building on the conversation started with legislators over the past several years, staff proposes advocating for a more self-sufficient model where the City can control its revenue streams. Cities need to be able to plan for funding from one year to the next; providing cities more local financial flexibility allows each jurisdiction to make their own choices of how to fund local services.

Opportunities for impact include:

- a. *1% Property tax limit.* This existing limit does not keep pace with inflation and restricts cities' ability to maintain services. Setting a limit tied to a tangible number (e.g. Consumer Price Index) would allow cities to better maintain existing services.
- b. *Increased flexibility on existing revenues.* Many available revenue options are constricted, restricted, or unpredictable, which makes it hard to maintain or increase city services, such as public safety, infrastructure, and human services programs.
- c. *Maintenance of the state's obligation to share revenues with cities and restore city revenue that has been diverted.* The local share of revenues from liquor sales changed after the privatization initiative passed in 2011, and as a result, local government has seen its share of revenue decline. Efforts are underway to improve the equity of revenue sharing. Shared revenue from cannabis sales is another area of concern.

2. Support Affordable Housing—existing programs, new resources, incentives, and removal of barriers.

There is growing awareness of the need to expand the supply of affordable housing, and the legislature has taken many positive steps in recent years. Key initiatives fall under several categories:

- a. *Invest in existing subsidized housing programs.* Make an ongoing \$200 million investment in the Housing Trust Fund. This existing program is the preeminent tool in the state to fund capital construction of affordable housing.
- b. *Provide greater flexibility for programs that support affordable housing.*
Actions could include:
 - i. Extend the authority to use REET for affordable housing;
 - ii. Expand and refine the Multifamily Tax Exemption Program;
 - iii. Strengthen city decision-making role in allocating resources provided to counties to address housing and homelessness in cities; and
 - iv. Provide greater authority and reimbursements to exempt affordable housing projects from development fees.
- c. *Create new local authority options.* There were proposals last session that started to gain traction.
 - i. Invest \$20 million per year in a new local government revenue sharing proposal (compare HB 2437 in 2018 session); and

- ii. Invest \$1.5 million per year for a pilot to allow for reinvestment of the sales tax from the construction of multifamily development modeled on HB 1797 (2018 session).
- d. *Remove barriers.* Find ways to create more affordable housing options, such as:
 - i. Provide incentives or otherwise support voluntary city efforts to create density and infill development solutions;
 - ii. Explore opportunities for shared housing; and
 - iii. Support changes to the Washington Condominium Act to encourage construction of affordable condominiums while maintaining consumer protections.

3. Support investments in the behavioral health system to improve mental health and chemical dependency systems.

Provide additional resources, including coordinated treatment, increasing treatment beds, support for step-down services, and programs for transient drug populations.

- a. *Ensure the mental health system transformation supports the City's ability to manage its responsibilities.* Governor Jay Inslee is proposing a five-year plan to modernize and transform the state's mental health delivery system. Cities need a mental health system that provides regional equity so that all areas of the state have access to good quality mental health facilities. Cities are also facing an acute lack of supportive housing for people with long-term behavioral health challenges. An effective transformation proposal must address this reality or it will only provide a temporary bandage to the current mental health system and, worse, it will exacerbate the homelessness crisis facing our state.
- b. *Support a comprehensive opioid response.* The passage of the secure drug take-back law in 2018 was an important step to reduce the availability of opioids for abuse. But more action is needed. Working with AWC, the City will support proposals that give providers, pharmacists and others alternatives and support in reducing opioid use and availability.
- c. *Support new funding for the mental health/police department co-responder program.* The pilot grant program funds local police departments to hire and utilize mental health professionals in partnership with their officers in the field so that individuals can be connected with services and care rather than defaulting into the criminal justice system. But it will expire without new funding.

4. Infrastructure Funding.

In order to build essential infrastructure systems, cities rely on state and federal assistance. Assistance programs include the Public Works Trust Fund, toxic cleanup accounts, Centennial Clean Water Fund, and federal revolving funds. However, diversion from these programs that support basic local infrastructure leaves communities unable to affordably maintain and secure new infrastructure.

5. Culverts and Salmon Recovery.

Investing only in state-owned culverts without addressing all barriers will not achieve the goal of salmon recovery. With AWC, the City supports:

- a. A comprehensive, statewide approach to fix salmon-blocking culverts, which also helps address other critical needs like stormwater and water quality;
- b. A permanent framework to fund system-wide corrections that begins with fully funding the Fish Barrier Removal Board this biennium;
- c. Capacity for a grant program in the second half of the biennium; and
- d. A commitment to future investment.

City-Specific Priorities

- 1. *N 145th Street/I-5 Interchange.* In the event the legislature moves to assemble any package of transportation improvements, the City will work to ensure this critical interchange is included in funding appropriations.
- 2. *N 148th Street Pedestrian/Bicycle Bridge & Community and Aquatics Center.* Research and pursue promising leads for state-level participation in these local capital investments.
- 3. *Fircrest Campus Underutilized Property Redevelopment.* Monitor activity both in the legislature and executive branch relating to Fircrest operations and the potential for redevelopment; ensure consideration of Shoreline’s role, interests and values.

RESOURCES/FINANCIAL IMPACT

This item has no direct financial impact.

RECOMMENDATION

No action is required tonight; this item is for discussion purposes only. Staff recommends that the City Council move to adopt the 2019 Legislative Priorities when this item is brought back to Council for adoption on December 10, 2018.

ATTACHMENTS

Attachment A: Draft 2019 Legislative Priorities



2019 Shoreline Legislative Priorities [DRAFT]

Legislative Issues the City Supports:

- Support Local Government Financial Sustainability and Flexibility:
 - Revise the 1% property tax limitation to allow more flexibility for cities.
 - Increase flexibility on existing revenues to allow cities to meet critical needs.
 - Maintain the state's obligation to share revenues with cities and restore city revenue that has been diverted.
 - Full and adequate funding to meet the State's obligation for the Law Enforcement and Corrections Officer Academies.
- State investment and financial support to address homelessness, affordable housing, behavioral health, and chemical dependency services.
- Develop a systems-wide approach to correct fish-blocking culverts that includes funding for local governments.
- Enhance economic development tools that support reinvestment in local infrastructure.
- Support changes to the Washington Condominium Act to encourage construction of affordable condominiums while maintaining consumer protections.

Shoreline-Specific Project Interests:

- Maintain project visibility for the N 145th Street/I-5 Interchange as a strong candidate for any state transportation package.
- Pursue funding support for a non-motorized pedestrian/bicycle bridge to integrate connections to the Shoreline South/145th Street light rail station and for a new Community and Aquatics Center.
- Monitor activity both in the legislature and executive branch relating to Fircrest operations and the potential for redevelopment of unfertilized property on the campus.