



# AGENDA

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## SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, December 2, 2019  
5:45 p.m.

Conference Room 303 · Shoreline City Hall  
17500 Midvale Avenue North

**TOPIC/GUESTS:** Council Operations

## SHORELINE CITY COUNCIL REGULAR MEETING

Monday, December 2, 2019  
7:00 p.m.

Council Chamber · Shoreline City Hall  
17500 Midvale Avenue North

	<u>Page</u>	<u>Estimated Time</u>
<b>1. CALL TO ORDER</b>		7:00
<b>2. FLAG SALUTE/ROLL CALL</b>		
(a) Proclaiming Edwin T. Pratt Day	<u>2a-1</u>	
<b>3. REPORT OF THE CITY MANAGER</b>		
<b>4. COUNCIL REPORTS</b>		
<b>5. PUBLIC COMMENT</b>		
<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>		
<b>6. APPROVAL OF THE AGENDA</b>		7:20
<b>7. CONSENT CALENDAR</b>		7:20
(a) Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Respite in Community Settings Program	<u>7a-1</u>	
(b) Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Recreational Opportunities Program	<u>7b-1</u>	
<b>8. STUDY ITEMS</b>		

- (a) Discussing Ordinance No. 881 – 2019 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan 8a-1 7:20

**9. ADJOURNMENT** 8:05

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

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Proclamation Declaring Edwin T. Pratt Day in the City of Shoreline		
<b>DEPARTMENT:</b>	Community Services		
<b>PRESENTED BY:</b>	Colleen Kelly, Community Services Manager		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Proclamation

**ISSUE STATEMENT:**

Edwin T. Pratt, born December 6, 1930, was a civil rights leader and the Executive Director of the Urban Metropolitan League of Seattle. His work was pivotal in implementing the Equal Opportunity Act in the Greater Seattle area, fighting housing discrimination, segregation, employment bias, and police brutality. He intentionally moved to Shoreline with his family to highlight the segregation within housing communities. On January 26, 1969, Edwin Pratt was killed outside his home fifty years ago and the crime remains unsolved.

Tonight, Miriam Pratt, daughter of Edwin T. Pratt, will be accepting this proclamation on behalf of the family and community.

**RECOMMENDATION**

The Mayor should read and present the proclamation.

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



## PROCLAMATION

WHEREAS, Edwin Pratt, major civil rights leader, founding member of the Central Area Civil Rights Committee, and Executive Director of the Seattle Urban League; and

WHEREAS, Edwin Pratt championed school desegregation, fair housing policies and practices, and ending discrimination in employment for Black Americans and others; and

WHEREAS, Edwin and Bettye Pratt were among the first African American residents to live in the Shoreline when they purchased a home here in 1959; and

WHEREAS, Edwin Pratt, was a husband, father, and neighbor, active locally in his church and Shoreline school district; and

WHEREAS, Edwin Pratt, was 38 years old when his life was taken 50 years ago on January 26, 1969 in Shoreline; and

WHEREAS, Edwin Pratt was born on December 6, 1930 and would have turned 89 this year;

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim December 6, 2019 as

## EDWIN T. PRATT DAY

in the City of Shoreline and ask all residents to work together to participate in building a diverse and inclusive community with opportunities for all as Edwin Pratt had envisioned.

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Will Hall, Mayor

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Respite in Community Settings Program
<b>DEPARTMENT:</b>	Parks, Recreation, and Cultural Services
<b>PRESENTED BY:</b>	Mary Reidy, PRCS Recreation Superintendent
<b>ACTION:</b>	<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:**

Certain members of City's Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Community Settings Respite Care Program. In 2016 the City of Shoreline and DSHS entered into an Interlocal Agreement (#8652) that allowed the City to bill the DSHS for Program fee reimbursement. This Interlocal Agreement has changed names to Respite in Community Settings and is now due for renewal.

Renewing the Agreement allows for uninterrupted service delivery of Shoreline recreation programs for qualified Specialized Recreation participants. Outside of the title change, the terms of the new Respite in Community Settings Agreement are identical to the old agreement except for the dates. The new dates for the Respite in Community Settings Agreement would be October 1, 2019 through September 30, 2022.

**RESOURCE/FINANCIAL IMPACT:**

This Interlocal Agreement does not include any expense on the City's part.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services Respite in Community Settings Program.

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

## **BACKGROUND**

Certain members of City's Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Community Settings Respite Care Program. In 2016, the City of Shoreline and the DSHS Community Settings Respite Care (#8652) entered into an Interlocal Agreement that allowed the City to bill DSHS for program fee reimbursement. This Interlocal Agreement has changed names to Respite in Community Settings and is now due for renewal.

In 2018, the City had 40 Specialized Recreation participants that qualified for reimbursement from the State. The total amount of state reimbursement equaled \$46,907. These reimbursed costs were reimbursed through the Community Settings Respite Care Program and another Interlocal Agreement the City has with DSHS for reimbursement. Shoreline has a variety of specialized recreation offerings including weekend trips, special events and adult day programs for individuals with developmental disabilities. This agreement provides specialized recreation participants improved access to these programs and facilities.

## **DISCUSSION**

Outside of the title change, the new Respite in Community Settings Interlocal Agreement (Attachment A) is identical to the old agreement except for the dates of the agreement. The new dates for the Respite in Community Settings Agreement would be October 1, 2019 through September 30, 2022. The Respite in Community Settings Agreement can be terminated by either party with 30 days of written notice.

The ability for participants to utilize DSHS funding is one factor that makes the City of Shoreline's specialized recreation program attractive to participants. In addition, it supports accessibility to participants who do not have the ability to manage the complicated billing process themselves.

### **RESOURCE/FINANCIAL IMPACT:**

This contract does not include any expense on the city's part.

## **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services Respite in Community Settings Program.

## **ATTACHMENTS**

Attachment A: October 1, 2019 – September 30, 2022 Interlocal Agreement Between the City of Shoreline and the Washington State Department of Social and Health Services for the Respite in Community Settings Program

 <p><b>INTERLOCAL AGREEMENT</b> Respite in Community Settings</p>		DSHS Agreement Number: 1964-66677	
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.			Program Contract Number:  Contractor Contract Number: Provider One: 111961301
CONTRACTOR NAME  City of Shoreline		CONTRACTOR doing business as (DBA)  Parks, Recreation & Cultural Service Dept - 01	
CONTRACTOR ADDRESS  17500 MIDVALE AVE N Seattle, WA 98133		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)  601-638-167	DSHS INDEX NUMBER  22380
CONTRACTOR CONTACT  Debra Tarry	CONTRACTOR TELEPHONE  (206) 801-2211	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS  dtarry@shorelinewa.gov
DSHS ADMINISTRATION  Developmental Disabilities Admin	DSHS DIVISION  Division of Developmental Disabilities	DSHS CONTRACT CODE  1803LP-64	
DSHS CONTACT NAME AND TITLE  Mayra Ledesma Contract Specialist		DSHS CONTACT ADDRESS  1700 E Cherry St STE 200  Seattle, WA 98122	
DSHS CONTACT TELEPHONE  (206)568-5685	DSHS CONTACT FAX  (206)720-3334	DSHS CONTACT E-MAIL ADDRESS  mayra.ledesma@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?  No		CFDA NUMBER(S)	
AGREEMENT START DATE  10/01/2019	AGREEMENT END DATE  09/30/2022	MAXIMUM AGREEMENT AMOUNT  Fee For Service	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <b>Exhibits (specify): A - DDA Policies &amp; Agreements</b> <input checked="" type="checkbox"/> <b>No Exhibits.</b>			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE  Debra Tarry	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE  Joseph Carter- Regional Operations Manager, DDA	DATE SIGNED

**DSHS General Terms and Conditions**

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key," a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.



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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. **Billing Limitations.**

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. **Confidentiality.**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential

**DSHS General Terms and Conditions**

Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

**DSHS General Terms and Conditions**

- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

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- 13. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**
- If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:
- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
  - b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
    - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
    - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
    - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
  - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

**Additional General Terms and Conditions – Interlocal Agreements:**

- 17. Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts

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at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

**18. Hold Harmless.**

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

- 19. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA; Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use

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this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

**20. Subrecipients.**

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

**DSHS General Terms and Conditions**

**21. Termination.**

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

**22. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

**Special Terms and Conditions**

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. "Assistance" means help provided to a Client for the purpose of aiding him/her in the performance of tasks.
  - b. "Authorized" means DDA Case Resource Manager, or Social Worker approval of funding for services as evidenced by a social service authorization in ProviderOne.
  - c. "Case Resource Manager (CRM)" means the DSHS or DDA worker assigned to a Client.
  - d. "Client" means an individual whom DSHS has determined eligible to receive DDA services.
  - e. "Culturally Appropriate" means responsive to a Client's cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.
  - f. "DDA" means the Developmental Disabilities Administration within DSHS.
  - g. "Family" means a parent, child, sibling, aunt, uncle, cousin, grandparent, grandchild, grandniece, or grandnephew, including such relatives when related through adoption or marriage or registered domestic partnership.
  - h. "Nurse Delegation" means:
    - (1) Services in compliance with WAC 246-840-910 through 246-840-970 by a registered nurse to provide training and nursing management for nursing assistants who perform delegated nursing tasks.
    - (2) Delegated nursing tasks include, but are not limited to, administration of non-injectable medications, except for insulin, blood glucose testing, and tube feedings.
    - (3) Services include the initial visit, care planning, competency testing of the nursing assistant, consent of the Client, additional instruction, and supervisory visits.
    - (4) Clients who receive nurse delegation services must be considered "stable and predictable" by the delegated nurse.
  - i. "Personal care services" means those specific services under WAC 388-106 provided to DSHS Clients.
  - j. "Physical Assistance" means the provision of hands-on assistance for any task necessary.
  - k. "Positive Behavior Support Plan" means a written plan developed to implement strategies to relate to others and direct interventions to decrease challenging behaviors.
  - l. "Positive Behavior Support Principles" means addressing a challenging behavior that focuses on changing the physical and interpersonal environment and increasing a person's skills so that the person is able to get their needs met without having to resort to a challenging behavior.
  - m. "Primary Caregiver(s)" or "Caregiver" means the person who provides the majority of your care and supervision.
  - n. "Protective Supervision" means supervision to ensure the safety and well-being of a Client,



**Special Terms and Conditions**

exclusive of those responsibilities that should be assumed by a legal representative.

- o. "Respite Care" means short-term, intermittent relief for persons who live with and provide care for individuals with developmental and intellectual disabilities on either an emergency or a planned basis.
- p. "Service Plan" means the Person-Centered Service Plan or Individual Support Plan, which is a written plan for long-term care service delivery, which identifies ways to meet the Client's needs with the most appropriate services or supports as, described under chapter WAC 388-828.
- q. "Transportation Services" means the process of transporting and accompanying a Client from one location to another in accordance with the client's needs.
- r. "Unsupervised access" means:
  - (1) An individual will or may have the opportunity to be alone with a child, juvenile, or a vulnerable adult; and
  - (2) Neither a qualified employee, contract employee, volunteer, nor student intern of the agency, or entity nor a relative or guardian of the child, juvenile or vulnerable adult is present.

2. **Purpose.** The purpose of this Contract is to provide short-term intermittent respite care in order to provide relief for primary caregivers as described under chapter 388-845 WAC. Respite Care can be provided in Community Centers, Senior Centers, Parks and Recreation Departments, and Summer Programs.

3. **Licenses, Registrations, and Certifications.**

- a. The Contractor is required to follow all laws, rules, and policies applicable to their license, registration, and/or certification.
- b. The Contractor shall meet the training requirements associated with their license, registration, and/or certification.
- c. When licensing, certification, and contract requirements differ, the Contractor shall meet the highest standard.
- d. In the event that any required license of the Contractor is revoked or expired, this Contract shall be suspended, without the necessity of written notice by DSHS, as of the effective date of revocation or the actual date of expiration. In the case of license revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective on the effective date of the license revocation.
- e. The provision of Respite Care services cannot result in the licensed provider exceeding their licensed capacity.

4. **General Requirements.**

- a. DSHS shall request services from the Contractor on an as needed basis. This Contract does not obligate DSHS to authorize services to the Contractor.
- b. Respite Care provided under the terms of this Contract must be pre-approved in writing by DSHS in accordance with the Client's Service Plan, and shall be provided in a manner that is culturally

**Special Terms and Conditions**

appropriate for the Client and the Client's family.

- c. All services shall be provided in a manner consistent with the published rules and policies of DSHS and within the scope of acceptable practice as determined by DSHS.
- d. The Contractor must emphasize Positive Behavior Support Principles in the provision of all services to Clients. Positive Behavior Support is based on respect, dignity, and personal choice.

**5. Contractor Qualifications.** The Contractor must:

- a. Be licensed by the State of Washington as a business under chapter 19.02 RCW and shall meet or exceed the minimum licensing requirements under chapter 458-02 WAC.
- b. Contractors shall hold all appropriate endorsements, licenses and certifications in addition to Washington State Business license as applicable to their business operation.
- c. Contractors outside of Washington State must maintain equivalent licensure or certification requirements as paragraph a. and b. above according to their states' requirements for business operation.
- d. Publish on a publically accessible website the services offered by the contractor and make publically accessible the services offered by the contractor. The contractor's website must include:
  - (1) The identified number of service hours being provided in the program/class/event including days/date and start and end time;
  - (2) Activities that will occur during program/class/event; and
  - (3) The rate schedule for the program/class/event.
- e. The Contractor shall ensure that they or their employees possess the following minimum qualifications:
  - (1) Meet minimum age requirements as required by license, certification or rule;
  - (2) Possess the following minimum standards of knowledge and experience:
    - (a) General knowledge of acceptable standards of performance, including the necessity to perform dependably, report punctually, maintain flexibility, and to demonstrate kindness and caring to the Client;
    - (b) Knowledge of when and how to contact the Client's legal representative and the Client's CRM;
    - (c) Adequate skills to read, either directly or through an interpreter, understand, and implement the services authorized in the plan;
    - (d) Adequate communication skills to convey and understand, either directly or through an interpreter, information required to implement the Client's written Service Plan(s) and verbal instructions; and
    - (e) Adequate skills to maintain provider records of services performed and payments received.

**Special Terms and Conditions**

- f. The Contractor shall ensure that employees and volunteers:
  - (1) Understand specific directions for providing the care that an individual Client requires;
  - (2) Meet the need of the client as identified in the Service Plan;
  - (3) Provide services within the scope of practice for their profession/skill level;
  - (4) Observe the Client for change in health status, including weakness, confusion, and loss of appetite;
  - (5) Identify problem situations and take appropriate action;
  - (6) Respond to emergencies without direct supervision; and
  - (7) Respect and consider the Client's individual differences and preferences when performing routine tasks in a culturally appropriate manner, as described in the DDA Guiding Values.
- g. The Contractor shall cooperate with DSHS in the evaluation of the Contractor's performance under the terms of this Contract including the following:
  - (1) Follow-up contact with Clients, their families, legal representatives or primary caregivers regarding their satisfaction with the services provided;
  - (2) Investigation and documentation of all complaints about the service provided; and
  - (3) Periodic monitoring of service documentation records, verification of provider qualifications, and of billing and payment data in ProviderOne.

**6. Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Obtain information about the Client's identified needs and care requirements, and ensure that the Client's needs are met while providing services. This includes following the guidance of any written plans for Client support such as the Service Plan, Nurse Delegation assessment or Positive Behavior Support Plan.
- b. Contact the Client's CRM if the Contractor has not heard from the Client or the Client's primary caregiver within seven (7) days of the Contractor's receipt of the service authorization.
- c. Make arrangements with the primary caregiver for emergency medical treatment should this become a necessity.
- d. Deliver Respite Care in a manner consistent with WAC 388-845-1600 through 1620 and DDA Policies. See **Exhibit A, DDA Policies & Agreements.**
- e. Provide all support needs as identified in the Service Plan including personal care, physical assistance, support and protective supervision to the Client in daily routine activities and to prevent injury to him or herself and to others.
- f. Maintain transportation records to document the dates, times, destinations, and distances of each Client's transportation services. Upon request, the Contractor shall make the records available to DSHS or DSHS/designee for review and audit.

**Special Terms and Conditions**

- g. Maintain sufficient vehicle and passenger insurance coverage and current driver's license in accordance with chapter 308-104 and 308-106 WAC.
- h. Operate and maintain the transportation vehicle(s) in a manner consistent with protecting and promoting the Client's health and welfare.
- i. Contractor shall not require client, client's guardian and/or client's legal representative to enter into any agreement releasing or limiting Contractor's legal liability for injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this contract unless contractor, at the same time, requires client, client's guardian and/or client's legal representative to release the State of Washington and all of its agencies, agents, contractors, servants and employees from liability for any acts of contractor causing injuries arising out of premises operation, acts of independent contractors, products completion, or personal injuries sustained due to contractor's negligence in connection with providing services under this Contract.

**7. Parks and Recreation Department.** Parks and Recreation Department contractors are required to comply with the following additional terms:

- a. Parks and Recreation Departments are city, county or other publically operated parks and recreation department for the purpose of providing leisure time activities and facilities and recreational facilities, of a nonprofit nature as a public service as defined under RCW 36.69.010.
- b. Meet the definition of a park and recreation district under RCW 36.68 and RCW 36.69.
- c. Obtain all required licenses, permits or certifications applicable to the program operated by the Parks and Recreation Department.

**8. Additional Client Rights:**

- a. In compliance with Title VI of the Civil Rights Act of 1964, and under RCW 2.42.010, RCW 2.43.010, and RCW 49.60.010, the Contractor shall ensure that Limited English Proficient (LEP) Clients have access to a certified, or, if non-certifiable language, to an otherwise qualified language interpreter, who has successfully passed the DSHS language test. The Contractor shall also ensure that DSHS Clients have access to documents translated into the Client's primary language. To request a qualified interpreter, you must register at <https://hcauniversal.com/new-reg1.a.uester-registration/> or email [scheduling@ulsonline.net](mailto:scheduling@ulsonline.net). For additional information, visit their [Provider FAQs](#) page.
- b. In compliance with the Americans with Disabilities Act (ADA) of 1990, under RCW 2.42.010 and RCW 49.60.010, the Contractor shall ensure that deaf, deaf-blind, or hard of hearing Clients have access to the services of an interpreter certified by the National Association of the Deaf (NAD) as a Sign Language Interpreter, or a qualified interpreter having a Registry of Interpreters for the Deaf (RID).

**9. Duty to Report Suspected Abuse, Abandonment, Neglect or Financial Exploitation.** The Contractor and its employees must immediately report all instances of suspected abandonment, abuse, financial exploitation or neglect of a vulnerable adult under RCW 74.34.035 or a child under RCW 26.44.030. The report shall be made to the Department's current state abuse hotline, 1-866-363-4276 (END-HARM). The Contractor must also report all suspected instances to the Client's case manager. If

### Special Terms and Conditions

the notice to the Client's case manager was verbal then it must be followed up by written notification within one business day. Further, when required by RCW 74.34.035, the Contractor and the Contractor's employees must immediately make a report to the appropriate law enforcement agency.

10. **Significant Change in Client's Condition.** The Contractor agrees to report any significant change in the Client's condition within twenty-four (24) hours to the Client's Case Manager.
11. **Death of Clients.** The Contractor shall report all deaths of DSHS Clients receiving services under this Contract to the Client's case manager within one hour upon notification of the death. The Contractor shall follow up with written notification of the Client's death to the Client's case manager within one business day.
12. **Provider Screenings.**
  - a. The State must ensure the Department does not pay federal funds to excluded persons or entities. States are also required to check for the death of an individual provider, agency owner or authorized official prior to contracting. The required ownership and control information for individuals with ownership interest of five percent (5%) or more, officers and managing employees will be obtained from the Medicaid Provider Disclosure Statement and checked against all required federal exclusion lists, and the Social Security Death Master List, prior to finalizing a contract.
  - b. The Contractor will report any change in ownership, managing employees, and/or those with a controlling interest to the Department within thirty-five (35) days of such a change so that these individuals can be screened against the required federal exclusion lists as well as the Social Security Death Master List. For detailed instructions, please refer to the Medicaid Provider Disclosure Statement.
13. **Duty to Disclose Business Transactions.**
  - a. Under 42 CFR 455.104, the Contractor is required to provide disclosures from individuals with ownership interest, managing employees, and those with a controlling interest. The State must obtain certain disclosures from providers and complete screenings to ensure the State does not pay federal funds to excluded person or entities. Contractor must complete and submit a Medicaid Provider Disclosure Statement, DSHS Form 27-094. According to 42 CFR 455.104(c) (1), disclosures must be provided:
    - (1) When the prospective Contractor submits their initial application;
    - (2) When the prospective Contractor signs the contract;
    - (3) Upon request of the Department at contract revalidation/renewal;
    - (4) Within thirty-five (35) days after any change in ownership of the Contractor entity.
  - b. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the Contractor or to terminate existing agreements. The State will recover any payments made to a disclosing entity that fails to disclose ownership or control information, as required by 42 CFR 455.104.
  - c. Under 42 CFR 455.105(b), within thirty-five (35) days of the date of a request by the Secretary of the U.S. Department of Health and Human Services or DSHS, the Contractor must submit full and complete information related to Contractor's business transactions that include:

**Special Terms and Conditions**

- (1) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the twelve (12) month period ending on the date of the request; and
- (2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of the request.

d. Failure to comply with requests made under this term may result in denial of payments until the requested information is disclosed. See 42 CFR 455.105(c).

14. **Background Check.** The signatory for this contract agrees to undergo and successfully complete a DSHS criminal history background check conducted by DSHS every three years or more often as required by program rule or as otherwise stated in the contract, and as required under RCW 43.20A.710, RCW 43.43.830 through 43.43.842. If the Contractor has owners, administrators, subcontractors, employees or volunteers who may have unsupervised access to Clients in the course of performing the work under this Contract, the Contractor shall require those owners, administrators, subcontractors, employees or volunteers to successfully complete a criminal history background check prior to any unsupervised access and at least every three years thereafter or more often if required by program rule or as otherwise stated in the contract. The Contractor must maintain documentation of successful completion of required background checks.
15. **False Claims Act Education Compliance.** Federal law requires any entity receiving annual Medicaid payments of five (5) million or more to provide education regarding federal and state false claims laws for all of its employees, contractors and/or agents. If Contractor receives at least five (5) million or more in annual Medicaid payments under one or more provider identification number(s), the Contractor is required to establish and adopt written policies for all employees, including management, and any contractor or agent of the entity, including detailed information about both the federal and state False Claims Acts and other applicable provisions of Section 1902(a)(68) of the Social Security Act. The law requires the following:  
  
Contractor must establish written policies to include detailed information about the False Claims Act, including references to the Washington State False Claims Act;
  - a. Policies regarding the handling and protection of whistleblowers;
  - b. Policies and procedures for detecting and preventing fraud, waste, and abuse;
  - c. Policies and procedures must be included in an existing employee handbook or policy manual, but there is no requirement to create an employee handbook if none already exists.
16. **Bribes and Kickbacks.** Federal law stipulates that Medicaid participants be offered free choice among qualified providers, therefore any exclusive relationship between the Contractor and any other Medicaid service is prohibited.
17. **State or Federal Audit Requests.** The Contractor is required to respond to State or Federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.
18. **Drug-Free Workplace.** The Contractor agrees he or she and all employees or volunteers shall not use or be under the influence of alcohol, marijuana, illegal drugs, and/or any substances that impact the Contractor's ability to perform duties under this Contract.

**Special Terms and Conditions**

19. **Execution and Waiver.** This Contract shall be binding on DSHS only upon signature by DSHS with an Authorized Countersignature. Only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.
20. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be based on the following:
- a. DSHS shall pay the Contractor at the published rate, for services provided under this contract. The Contractor hereby waives written notice of subsequent rate changes. Subsequent rate changes will not require a revised Contract and are not disputable. Current rates are published at: <https://www.dshs.wa.gov/altsa/management-services-division/office-rates-management>.
  - b. DSHS will only reimburse the Contractor for the number of hours authorized and provided per client. DSHS will pay the contractor at an established rate in 15-minute intervals. The Contractor will be reimbursed up to the Contractor's published rate for services provided unless that rate exceeds the equivalent of 15 minute intervals of service the client received.
  - c. Transportation services must be written in the client's Service Plan. Mileage shall be paid at current State of Washington rates, as published by the Office of Financial Management, for miles driven while transporting one Client to a waiver service. Transportation is to and from the respite service and must be provided in accordance with WAC chapter 388-845.
  - d. Transportation as a component of the Respite in Community Settings service must be included in the total published rate.
  - e. Administrative functions, such as record keeping, travel to work site, billing, and report development are not billable as separate services but are included in the established rate schedule
  - f. DSHS shall not pay the Contractor separately for the cost of other expenses such as equipment rental, meals and snacks for all day activities this must be rolled into the cost of the service.
21. **Billing and Payment.**
- a. The Contractor shall bill for authorized services using the ProviderOne Payment system, which is the state of Washington's Medicaid management system.
  - b. Billing instructions are located at <https://www.hca.wa.gov/billers-providers-partners/providerone/providerone-billing-and-resource-guide>
  - c. The Contractor agrees to accept this payment as total and complete remuneration for services provided under this Contract to DSHS Clients. DSHS clients cannot be billed fees beyond the hourly contracted rate for the service Respite in Community Settings.
  - d. DSHS shall not pay the Contractor for cancelled or missed appointments, nor for scheduled hours of service when Clients are not seen or served by the Contractor.
  - e. Only DSHS shall have the authority to authorize services under this Contract.
  - f. Respite care is a service authorized in 15 minute increments. DSHS shall not pay for more respite units than is received by the client. Client can pay for services provided that exceed waiver allotment as long as it does not surpass the contracted rate.

**Special Terms and Conditions**

- g. DSHS shall only reimburse or pay for services which are authorized and within the scope of respite services.
- h. The contractor shall provide invoices or documentation of the dates of service, duration of time and total cost prior to service being provided. The CRM will create an authorization in CARE in "reviewing" status. After confirmation that the service is completed appropriately, the CRM will change the status of the authorization to "approved" which will allow the authorization to be claimed.
- i. The contractor shall provide invoices after service provided, as requested by DSHS
- j. If DSHS pays the Contractor for services authorized but not provided by the Contractor, the amount paid shall be considered an overpayment.
- k. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
- l. Payment shall be considered timely if made by DSHS within thirty (30) days Payment shall be sent to the address designated by Contractor. DSHS may, at its discretion, terminate the Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

**22. Insurance.**

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

- \_\_\_\_\_  The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or
- \_\_\_\_\_  The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.



**Exhibit A**

**DDA Policies & Agreements**

**Policies**

The following DDA Policies are hereby incorporated as Contractor Requirements.

5.06	Client Rights
5.13	Protection from Abuse: Mandatory Reporting
5.14	Positive Behavior Support Principles
5.19	Positive Behavior Support for Children & Youth
6.15	Nurse Delegation Services

Policies can be located at <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>. In the event DSHS updates or changes these policies, the revised policy/policies will be incorporated into this Contract without the requirement of an amendment.

**DDA Guiding Values:**

The DDA Guiding Values can be located at:

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/DDA%20Guiding%20Values%20Booklet.pdf>

**Disability Rights of Washington (DRW) Agreement:**

The following access agreement is regarding "Disability Rights of Washington (DRW) rights and responsibilities. The agreement can be located at:

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/WPAS.pdf>.

*\*Note: WPAS has changed its name to "Disability Rights of Washington (DRW)" and DDD has changed its name to "Developmental Disabilities Administration (DDA)"*

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Recreational Opportunities program
<b>DEPARTMENT:</b>	Parks, Recreation, and Cultural Services
<b>PRESENTED BY:</b>	Mary Reidy, PRCS Recreation Superintendent
<b>ACTION:</b>	<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:**

Certain members of City's Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Recreational Opportunities Program. In 2016, the City of Shoreline and the DSHS Individual and Family Services (IFS) Program – Recreational Opportunities entered into an Interlocal Agreement (#8607) that allowed the City to bill DSHS for program fee reimbursement. This Interlocal Agreement (IFS) – Recreational Opportunities (#8607) has changed names to Recreational Opportunities and is now due for renewal.

Renewing the Agreement allows for uninterrupted service delivery of Shoreline recreation programs for qualified Specialized Recreation participants. The new Recreational Opportunities Agreement terms are the same except for the dates of the agreement. The new term dates for the Recreational Opportunities Agreement would be October 1, 2019 through September 30, 2022.

**RESOURCE/FINANCIAL IMPACT:**

This contract does not include any expense on the City's part.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services Recreational Opportunities Program.

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

## **BACKGROUND**

Certain members of City's Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Community Settings Respite Care Program. In 2016, the City of Shoreline and the DSHS entered into an Interlocal Agreement that allows the City to bill DSHS for program fee reimbursement. This Interlocal Agreement (#8607) is now due for renewal. Renewing the Recreational Opportunities Program agreement allows for uninterrupted service delivery of Shoreline recreation programs for Recreational Opportunities qualified Specialized Recreation participants.

In 2018, the City had 40 Specialized Recreation participants that qualified for reimbursement from the State. The total amount of state reimbursement equaled \$46,906. These reimbursed costs were reimbursed through the Recreational Opportunities program and another agreement the City has with DSHS for reimbursement. Shoreline has a variety of specialized recreation offerings including weekend trips, special events and adult day programs for individuals with developmental disabilities. This agreement provides specialized recreation participants improved access to these programs and facilities.

## **DISCUSSION**

The new Recreational Opportunities Agreement (Attachment A) is identical to the old agreement except for two changes – the title of the Agreement has changed from Individual Family Services-Recreation Opportunities to Recreational Opportunities, and the dates of the Agreement have been amended. The new dates for the Recreational Opportunities Agreement would be October 1, 2019 through September 30, 2022. The Recreational Opportunities Agreement can be terminated by either party with 30 days of written notice.

The ability for participants to utilize DSHS funding is one factor that makes the City of Shoreline's specialized recreation program attractive to participants. In addition, it supports accessibility to participants who do not have the ability to manage the complicated billing process themselves.

## **RESOURCE/FINANCIAL IMPACT**

This contract does not include any expense on the city's part.

## **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services Recreational Opportunities Program.

## **ATTACHMENTS**

Attachment A: October 1, 2019 – September 30, 2022 Interlocal Agreement Between the City of Shoreline and the Washington State Department of Social and Health Services for the Recreational Opportunities Program

 <p>Washington State Department of Social &amp; Health Services <i>Transforming lives</i></p>		<h2 style="margin: 0;">INTERLOCAL AGREEMENT</h2> <h3 style="margin: 0;">RECREATIONAL OPPORTUNITIES</h3>		DSHS Agreement Number: 1964-66678	
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.				Program Contract Number:  Contractor Contract Number: Provider One: 111961301	
CONTRACTOR NAME  City of Shoreline			CONTRACTOR doing business as (DBA)  Parks, Recreation & Cultural Service Dept - 01		
CONTRACTOR ADDRESS  17500 MIDVALE AVE N Seattle, WA 98133			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)  601-638-167	DSHS INDEX NUMBER  22380	
CONTRACTOR CONTACT  Debra Tarry		CONTRACTOR TELEPHONE  (206) 801-2211	CONTRACTOR FAX  (206) 720-3334		CONTRACTOR E-MAIL ADDRESS  dtarry@shorelinewa.gov
DSHS ADMINISTRATION  Developmental Disabilities Admin		DSHS DIVISION  Division of Developmental Disabilities		DSHS CONTRACT CODE  1760LP-64	
DSHS CONTACT NAME AND TITLE  Mayra Ledesma Contract Specialist		DSHS CONTACT ADDRESS  1700 E Cherry St STE 200  Seattle, WA 98122			
DSHS CONTACT TELEPHONE  (206)568-5685		DSHS CONTACT FAX  (206)720-3334		DSHS CONTACT E-MAIL ADDRESS  mayra.ledesma@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?  No			CFDA NUMBER(S)		
AGREEMENT START DATE  10/01/2019		AGREEMENT END DATE  09/30/2022		MAXIMUM AGREEMENT AMOUNT  Fee For Service	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <input type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> No Exhibits.					
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.					
CONTRACTOR SIGNATURE  Debra Tarry		PRINTED NAME AND TITLE  Debra Tarry		DATE SIGNED	
DSHS SIGNATURE  Joseph Carter- Regional Operations Manager, DDA		PRINTED NAME AND TITLE  Joseph Carter- Regional Operations Manager, DDA		DATE SIGNED	

**DSHS General Terms and Conditions**

- 1. Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key," a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters

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can be accessed at <http://apps.leg.wa.gov/rcw/>.

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
  - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**

**DSHS General Terms and Conditions**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding



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approved destruction methods from the DSHS contact identified on the cover page of this Contract.

- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
  - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 9. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 10. Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 11. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.
- Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 12. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and

**DSHS General Terms and Conditions**

Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

**13. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

**14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

**15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

**16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

**DSHS General Terms and Conditions****Additional General Terms and Conditions – Interlocal Agreements:**

- 17. Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

**18. Hold Harmless.**

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

- 19. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films;

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pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

**20. Subrecipients.**

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the

### DSHS General Terms and Conditions

Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

#### 21. Termination.

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

22. **Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

- 23. Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Authorized" means approved by a DDA Case Manager as evidenced by ProviderOne authorizations or DDA PASRR Assessor.
  - b. "Case Manager" means the DSHS or DDA Case Resource Manager, social worker or DDA PASRR Assessor assigned to a Client.
  - c. "Client" means an individual who is approved to receive DDA services or has been determined eligible by DDA to receive PASSR services.
  - d. "DDA" means the Developmental Disabilities Administration within the DSHS.
  - e. "Determined to be PASRR-eligible by DDA" means having been assessed by a DDA PASRR Assessor as having a condition meeting the federal specifications for intellectual disability or related condition.
  - f. "Pre-Admission Screening and Resident Review (PASRR)" means a process required by federal rule for individuals who are referred to a Medicaid-certified nursing facility (NF).
  - g. "PASRR Level II" means a type of assessment performed by DDA for PASRR clients.
  - h. "ProviderOne" means the Washington State Medicaid Management and Information System which is the payment system used for all Medicaid services.
  - i. "Service Plan" means a Person – Centered Service Plan, Individual Service Plan or Plan of Care which are written plans for service delivery which identifies ways to meet the Client's needs with the most appropriate services or a PASRR Level II.
  - j. "Transportation" means the process of transporting a Client from one location to another.
  - k. "Unusual Incidents" means a change in circumstances or events that concern a Client's or NF resident's safety or well-being. These may include, but are not limited to the following: an increased frequency, intensity, or duration of any medical conditions; adverse reactions to medication; severe behavioral incidents that are unlike the Client's or NF resident's ordinary behavior; severe injury; running away; physical or verbal abuse to themselves or others.
- 24. Purpose.** The purpose of this Contract is to provide Recreational Opportunities per chapter 388-832 WAC that may be available to children and adults with a developmental disability such as summer camps, YMCA activities, day trips or typical activities available in your community. Recreational Opportunities may include memberships in civic groups, clubs, crafting classes, or classes outside of K-12 school curriculum or sport activities.
- 25. Qualifications.**
- a. The Contractor shall be licensed, registered, and certified as is required by law.
  - b. The signatory for this Contract agrees to undergo and successfully complete a DSHS criminal history background check conducted by DSHS every two years, and as required by RCW 43.20A.710, RCW 43.43.830 through 43.43.842. If the Contractor has owners, employees or volunteers who may have unsupervised access to Clients in the course of performing the work under this Contract, the Contractor shall require those owners,

employees or volunteers to successfully complete a criminal history background check prior to any unsupervised access and at least every two years thereafter. The Contractor must maintain documentation of successful completion of required background checks.

**26. Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS:
  - (1) Provide physical assistance, support and supervision to the Client in daily routine activities and to prevent injury to him or herself and to others;
  - (2) Obtain information about the Client's essential care requirements from the parent(s) or primary caregiver(s) and ensure that the Client's needs are met while providing services;
  - (3) Contact the Client's parent or primary caregiver(s) if the Contractor has not heard from them within seven (7) days of the Contractor's receipt of the service authorization to make arrangements for specific dates and times of care;
  - (4) Make arrangement with the primary provider of assistance for emergency medical treatment should this become a necessity at any time;
  - (5) Provide protective supervision for the Client at all times the Contractor is providing services; and
  - (6) Inform the parent(s) or primary caregiver(s) of any unusual incidents (as defined above) that occur while providing services.
- b. In addition to the above, the Contractor may also provide the following when authorized:
  - (1) Client transportation to and from community resources and recreational activity.
  - (2) Written progress reports as requested by a DDA Case Resource Manager or per other DDA procedures.
- c. Complete and maintain copies of the work verification records for all services provided in accordance with the Maintenance of Records clause in the General Terms and Conditions of this Contract.
- d. Provide care that assists, in a safe manner, Client participation as follows:
  - (1) Understand specific directions for providing the care that an individual Client requires;
  - (2) Provide services within the scope of practice for their profession/skill level;
  - (3) Observe the Client for change in health status, including weakness, confusion, and loss of appetite;
  - (4) Identify problem situations and take appropriate action;
  - (5) Respond to emergencies without direct supervision; and

- (6) Accept the Client's individual differences and preferences when performing routine tasks.
- e. DDA Clients and their families shall not be requested or required to sign, in any form, a release of liability waiver for any services provided.
- f. Ensure that Contractor or their care providers possess the following minimum qualifications:
  - (1) Be eighteen (18) years of age or older;
  - (2) Possess the following minimum standards of knowledge and experience:
    - (3) General knowledge of acceptable standards of performance, including the necessity to perform dependably, report punctually, maintain flexibility, and to demonstrate kindness and caring to the Client; and
    - (4) Knowledge of when and how to contact the Client's representative and the Client's Case Manager.
    - (5) Adequate skills to read, either directly or through an interpreter, understand, and implement the service's authorized plan;
    - (6) Adequate communication skills to convey and understand, either directly or through an interpreter, information required to implement the Client's written service plan and verbal instructions; and
    - (7) Adequate skills to maintain provider records of services performed and payments received.
- g. Cooperate with DSHS in the evaluation of their performance under the terms of this Contract including the following:
  - (1) Follow-up contact with Clients and their families, regarding their satisfaction with the services provided;
  - (2) Investigation and documentation of all complaints about the service provided; and
  - (3) Periodic monitoring of service documentation records and of billing and payment data.

**27. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be based on the following:

Recreational Opportunities will be reimbursed at the Contractor's published fee for services provided. A copy of the Contractor's Published Service and Fee Schedule can be located at the following web site: [www.shorelinewa.gov](http://www.shorelinewa.gov); if applicable. A printed copy of the Contractor's Published Service and Fee Schedule shall be maintained in the Contractor's Contract file for each year services are provided under this Contract. Contractor out-of-pocket expenses may be reimbursed as pre-authorized.

**28. Billing and Payment.**

- a. The Contractor shall bill for authorized services using the ProviderOne payment system.



- b. Billing instructions are located at <https://www.hca.wa.gov/billers-providers/claims-and-billing>.
- c. The Contractor agrees to accept this payment as total and complete remuneration for services provided under this Contract to DSHS Clients.
- d. DSHS shall not pay the Contractor for cancelled or missed appointments, nor for scheduled hours of service when Clients are not seen or served by the Contractor.
- e. If DSHS pays the Contractor for services authorized but not provided by the Contractor the amount paid shall be considered to be an overpayment.
- f. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
- g. Payment shall be sent to the address designated by Contractor. DSHS may, at its sole discretion, terminate the Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

**29. Duty to Report Suspected Abuse, Abandonment, Neglect or Financial Exploitation.** The Contractor and its employees must immediately report all instances of suspected abandonment, abuse, financial exploitation or neglect of a vulnerable adult (per RCW 74.34.035) or a child (per RCW 26.44.030). The report shall be made to the Department's current state abuse hotline, 1-866-363-4276 (END-HARM). The Contractor must also report all suspected instances to the Client's Case Manager. If the notice to the Client's Case Manager was verbal then it must be followed by written notification within 48 hours. Further, when required by RCW 74.34.035, the Contractor and the Contractor's employees must immediately make a report to the appropriate law enforcement agency.

**30. Duty to Report Unusual Incidents.** The Contractor shall submit written information of any unusual incident to the DDA Resource Manager or the DSHS contact listed on page 1 of this Contract within seventy-two (72) hours.

**31. Duty to Report Death of Clients.** The Contractor shall report all deaths of DSHS Clients receiving services under this Contract to the Client's Case Manager within twenty-four (24) hours of finding out about the death. In addition, the Contractor shall provide written notification of the Client's death to the Client's Case Manager within seven (7) days.

**32. Significant Change in Client's Condition.** The Contractor agrees to report any significant change in the Client's condition within twenty-four (24) hours to the Case Manager who is identified in the Client's current service plan.

**33. Additional Client Rights.**

- a. In compliance with Title VI of the Civil Rights Act of 1964, and consistent with RCW 2.42.010, RCW 2.43.010, and RCW 49.60.010, the Contractor shall ensure that Limited English Proficient (LEP) Clients have access to a certified, or, if non-certifiable language, to an otherwise qualified language interpreter, who has successfully passed the DSHS language test; the Contractor shall also ensure that DSHS Clients have access to documents translated into the Client's primary language.
- b. In compliance with the Americans with Disabilities Act (ADA) of 1990, and consistent with RCW 2.42.010 and RCW 49.60.010, the Contractor shall ensure that deaf, deaf-blind, or

hard of hearing Clients have access to the services of an interpreter certified by the National Association of the Deaf (NAD) as a Sign Language Interpreter, or a qualified interpreter having a Registry of Interpreters for the Deaf (RID).

34. **Drug Free Workplace.** The Contractor agrees he or she and all employees or volunteers shall not use or be under the influence of alcohol, marijuana, illegal drugs, and/or any substances that impact the Contractor's ability to perform duties under this Contract.

35. **Execution and Waiver.** This Contract shall be binding on DSHS only upon signature by DSHS with an Authorized Countersignature. Only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.

36. **Insurance.**

a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

\_\_\_\_\_  The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

\_\_\_\_\_  The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Discussion of Ordinance No. 881 – 2019 Comprehensive Plan Annual Docket Amendments to the Shoreline Comprehensive Plan and Concurrent Rezone		
<b>DEPARTMENT:</b>	Planning & Community Development		
<b>PRESENTED BY:</b>	Steven Szafran, AICP, Senior Planner Rachael Markle, AICP, Director		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

The State Growth Management Act, chapter 36.70A RCW, limits review of proposed Comprehensive Plan Amendments (CPAs) to once a year with limited exceptions. Proposed amendments are collected throughout a given year with a deadline of December 1 for public submissions of suggested amendments to be considered in the following year. The “Docket” establishes the proposed amendments that will be reviewed and studied during the year by staff and the Planning Commission prior to the Planning Commission providing a recommendation to the City Council for final approval through the adoption of an ordinance amending the Comprehensive Plan. The Council established the final 2019 Docket on June 3, 2019.

The 2019 Docket consists of two (2) privately-initiated amendments and one (1) city-initiated amendment along with a concurrent rezone related to one of those amendments. Proposed Ordinance No. 881 would amend the City’s Comprehensive Plan consistent with the Planning Commission’s recommendation on the 2019 Docket, which was provided on November 21,2019. Tonight, the City Council is scheduled to discuss proposed Ordinance No. 881. Proposed Ordinance No. 881 is currently scheduled for adoption on December 9, 2019.

**RESOURCE/FINANCIAL IMPACT:**

Proposed Comprehensive Plan Amendment No. 1 is not anticipated to have a resource or financial impact. Proposed Amendment No. 2 has the potential to add additional work to staff work plans and consultant resources to update the Greenhouse Gas Emissions Inventory, the Carbon Wedge Analysis, the Climate Action Plan, and the 2023 Comprehensive Plan. Proposed Amendment No. 3 has the potential to add additional work to staff work plans to amend the Shoreline Development Code to allow professional offices in the R-8 and R-12 zones.

## **RECOMMENDATION**

No action is required tonight; this is an informational meeting in preparation for the December 9, 2019 meeting where the City Council is scheduled to adopt the 2019 Docket amendments through proposed Ordinance No. 881. The Planning Commission has recommended that the City Council deny Comprehensive Plan Amendment Nos. 1 and 3 and adopt Amendment No. 2.

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

## **BACKGROUND**

The State Growth Management Act, Chapter 36.70A RCW, limits review of proposed Comprehensive Plan Amendments (CPAs) to once a year with limited exceptions. To ensure that the public can view the proposals within a city-wide context, the Growth Management Act directs cities to create a docket that lists the CPAs to be considered in this “once a year” review process.

Comprehensive Plan amendments usually take two forms: Privately-initiated amendments and City-initiated amendments. Anyone can propose an amendment to the Comprehensive Plan. Comprehensive Plan amendments must be submitted by December 1 to be considered in the following year and there is no fee for general text amendments. The process for accepting and reviewing CPAs for the annual docket is prescribed in Shoreline Municipal Code (SMC) 20.30.340(C).

On June 3, 2019, the City Council established the final 2019 Comprehensive Plan Docket. The 2019 Docket, which is also included as **Attachment A** to this staff report, contains three (3) amendments, including a concurrent rezone related to Amendment No. 1:

1. Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.
2. Update Natural Environment Goal V by limiting greenhouse gas emissions to 1.5° C of global warming above pre-industrial levels.
3. Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.

The Planning Commission held multiple study sessions throughout 2019 to discuss the CPAs listed in the 2019 Docket. The study sessions are listed below and include a link to the agenda packets, minutes and public comments for these dates.

- The Planning Commission held its first discussion on the 2019 Comprehensive Plan Docket and concurrent rezone on August 1, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14008/182?toggle=allpast>.
- The Planning Commission held its second discussion on the 2019 Comprehensive Plan Docket and concurrent rezone on September 5, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14014/182?toggle=allpast>.

The Planning Commission held a public hearing on the proposed 2019 Comprehensive Plan Docket on October 17, 2019 and continued the public hearing until November 21, 2019 in order to allow for additional public comment and public participation. The agenda packets, minutes and public comments for the Public Hearings can be found at the following links:

- October 17, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14020/182?toggle=allpast>.
- November 21, 2019:  
<http://www.shorelinewa.gov/Home/Components/Calendar/Event/14024/182?toggle=allpast>.

A summary of the Planning Commission’s recommendation, which is also attached in **Attachment B** to this staff report, is provided in the table below.

Comprehensive Plan Amendment	Planning Commission Recommendation
1. Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170 <sup>th</sup> Street.	<i>Deny</i>
2. Update Natural Environment Goal V to set local goals to reduce greenhouse gas (GHG) emissions in support of the Paris Climate Accord threshold to limit global warming to less than 1.5° C above pre-industrial levels.	<i>Approve</i>
3. Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.	<i>Deny</i>

Proposed Ordinance No. 881 (**Attachment C**) reflects the Planning Commission recommendation on the 2019 Comprehensive Plan Docket.

### **DISCUSSION**

The following provides an analysis of the 2019 Comprehensive Plan Amendment Docket:

**Amendment No. 1 (Comprehensive Plan Amendment and Concurrent Rezone)**  
*Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.*

***Amendment Description***

This is a privately-initiated amendment that seeks to change the Land Use Designation and zoning of two parcels located at 1517 and 1510 NE 170<sup>th</sup> Street from Medium Density Residential (MDR) to Mixed-Use 2 (MU2) and rezone the property from Residential, 8 units/acre (R-8) to Community Business (CB) to be consistent with the requested change to the land use designation.

The applicants for this amendment, Joseph and Melissa Irons, have been operating a remodeling and construction services office at 1510 NE 170<sup>th</sup> Street since 2008, however the use is not allowed in R-8 zoning. The applicants’ goal is to allow continued

operation of the business at this location. The applicants have also purchased the property directly south, across the street at 1517 NE 170<sup>th</sup> Street with the intent of using the site for residential dwellings and storage, including vehicles for Irons Brothers Construction. This site is also zoned R-8, and the applicants are including this property in their request. The site is located between existing commercial uses that front 15<sup>th</sup> Avenue NE to the west, zoned CB, and a single-family neighborhood to the east with R-6 zoning (there are two more parcels directly the east of both 1517 and 1510 NE 170<sup>th</sup> Street that are zoned R-8, and then the zoning to the east of those parcels, all the way the City's boundary, is R-6).

The subject parcels at 1517 and 1510 NE 170<sup>th</sup> Street are currently zoned R-8 to implement Policy LU2, a Comprehensive Plan policy allowing medium density residential land uses that do not exceed 12 dwelling units per acre. The R-8 zone is a medium density residential zone that allows for a mix of single-family homes, duplexes, triplexes, townhomes, and community facilities. The R-8 zone does not permit general retail trade/services or office uses, which best describe the applicants' current and proposed business use at 1517 and 1510 NE 170<sup>th</sup> Street.

The proposed land use and zoning for the two parcels in Amendment No. 1 are described below:

Land Use Policy 10 (LU10):

*The Mixed-Use 2 (MU2) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses. It does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.*

Community Business zoning:

*The purpose of the community business zone (CB) is to provide location for a wide variety of business activities, such as convenience stores, retail, personal services for the local community, and to allow for apartments and higher intensity mixed-use developments.*

General retail trade/services or office uses are permitted in the CB zone.

### **Staff Analysis**

As stated in SMC 20.30.340, a Comprehensive Plan Amendment is a mechanism by which the City Council may modify the text or map of the Comprehensive Plan in accordance with the provisions of the Growth Management Act, to respond to changing circumstances or needs of the City.

In addition to changing the land use designation, to accomplish the applicants' goal, a concurrent rezone has been requested. As stated in SMC 20.30.320, a rezone is a mechanism to make changes to a zoning classification, conditions or concomitant agreement applicable to property. Changes to the zoning classification that apply to a parcel of property are text changes and/or amendments to the official zoning map.

The applicants' responses to the decision criteria for both the Comprehensive Plan Amendment and Concurrent Rezone are included as **Attachment D and E** to this staff report. Staff has reviewed the applicants' responses and analyzed the request to change the land use and zoning of the properties at 1510 and 1517 NE 170<sup>th</sup> Street. Staff responses and analysis are presented below for each criterion.

- **Comprehensive Plan Amendment Criteria**

Pursuant to SMC 20.30.340(B), Amendment No. 1 may only be approved if:

1. ***The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies.***

- **Growth Management Act**

The applicants do not address consistency with the Growth Management Act. Staff does not find the proposed amendment to be wholly consistent or inconsistent with the thirteen (13) planning goals of the State's Growth Management Act (GMA). The proposed amendment is partially consistent with Goal 5 of the GMA:

*(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities [emphasis added].*

The proposed Comprehensive Plan land use change would "promote the retention and expansion of existing businesses" though the subject business's location has not been consistent with the Comprehensive Plan land use designation of Medium Density Residential.

- **King County Countywide Planning Policies**

The applicants do not address consistency with the King County Countywide Planning Policies (CPPs). The staff review of the proposed amendment to change the Comprehensive Plan land use designation on two parcels from Medium Density Residential to Mixed-Use 2 found that



the amendment is partially supported by CPPs related to Urban Lands but also conflicts with other CPPs:

The CPPs along with staff commentary is provided below:

*DP-3 Efficiently develop and use residential, commercial, and manufacturing land in the Urban Growth Area to create healthy and vibrant urban communities with a full range of urban services, and to protect the long-term viability of the Rural Area and Resource Lands. Promote the efficient use of land within the Urban Growth Area by using methods such as:*

- *Directing concentrations of housing and employment growth to designated centers;*
- *Encouraging compact development with a mix of compatible residential, commercial, and community activities;*
- *Maximizing the use of the existing capacity for housing and employment; and*
- *Coordinating plans for land use, transportation, capital facilities and services [emphasis added].*

The proposed land use change of 1517 and 1510 NE 170<sup>th</sup> Street is largely inconsistent with this policy. While it would encourage compact development with a mix of residential and commercial activity, many neighbors have testified that the commercial development is incompatible. The current Medium Density Residential land use designation envisions a residential buffer between the commercial uses in the Community Business zone and the single family uses in the R-6 zone. The proposed land use for 1517 and 1510 NE 170<sup>th</sup> Street creates capacity instead of maximizing existing capacity since the properties are currently zoned R-8 and do not allow for the employment provided at the Irons Brothers Construction office.

*EC-7 Promote an economic climate that is supportive of business formation, expansion, and retention and emphasizes the importance of small businesses in creating jobs. [emphasis added]*

*DP-39 Develop neighborhood planning and design processes that encourage infill development, redevelopment, and reuse of existing buildings and that, where appropriate based on local plans, enhance the existing community character and mix of uses.*

The proposed change to 1517 and 1510 NE 170<sup>th</sup> Street is inconsistent with existing plans and design processes that envisioned these parcels to be used for Medium Density Residential land uses. Therefore, it is not appropriate to allow the existing non-conforming business to remain even though it would allow for the reuse of an existing building and promote the mix of uses in the neighborhood.

*DP-44 Adopt design standards or guidelines that foster infill development that is compatible with the existing or desired urban character.*

The City has not adopted design standards or guidelines for infill development and therefore changing the land use of 1517 and 1510 NE 170<sup>th</sup> Street is inconsistent with this policy. It is subjective as to whether infill development at this location would be compatible with the existing or desired urban character of the neighborhood. Mixed-Use 2 allows for a wide variety of residential, commercial, office and mixed uses. Some of these uses may not be compatible with existing or desired urban character. The current land use pattern envisions a gradual zoning buffer between the Community Business zoned properties to the west and the R-6 properties to the east, which abut the R-8 properties.

*H-12 Plan for residential neighborhoods that protect and promote the health and well-being of residents by supporting active living and healthy eating and by reducing exposure to harmful environments.*

The proposed land use of 1517 and 1510 NE 170<sup>th</sup> Street is inconsistent with CPP Policy H-12. The proposal does not protect or promote the health and well-being of residents. The existing land use and zoning is more aligned with Policy H-12 by providing a buffer between the commercial uses in the Community Business zone and the low-density residential uses in the R-6 zone.

- **City of Shoreline Comprehensive Plan**

Staff agrees that the proposed Comprehensive Plan land use map change is consistent with the City's Comprehensive Plan goal and policies cited by the applicants as the proposal would allow existing employment and provide for services to the community through the applicants existing business. The following goals and policies are consistent with the applicant's request:

*Goal LU1 Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.*

*Land Use Policy 7 promote small-scale commercial activity areas within neighborhoods that encourage walkability, provide opportunities for employment and "third places"; and*

*Land Use Policy LU10: The Mixed-Use 2 (MU2) designation encourages the development of walkable places with architectural interest that integrate a wide variety of retail, office, and service uses. It does not allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. This designation may provide*

*retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.*

However, staff finds that there are other goals and policies that should be considered as part of the proposed land use change for 1517 and 1510 NE 170<sup>th</sup> Street. These goals and policies are denoted below following with staff commentary.

*Goal LU V: Enhance the character, quality, and function of existing residential neighborhoods while accommodating anticipated growth.*

The proposed land use change for 1510 and 1517 NE 170<sup>th</sup> Street is inconsistent with this goal because it would not enhance the character, quality and function of the neighborhood at this time. There are only five parcels located parallel to 15<sup>th</sup> Avenue NE planned and zoned for commercial uses along a three block stretch from NE 172<sup>nd</sup> Street to NE 169<sup>th</sup> Street, not including the parcels adjacent to the intersection of 15<sup>th</sup> Avenue NE and NE 175<sup>th</sup> Street (location of Safeway and Postmark apartments). In the future, as the North City neighborhood grows, there may be more community interest in expanding and enhancing commercial uses on 15<sup>th</sup> Avenue NE. 1510 and 1517 NE 170<sup>th</sup> Street currently provide an additional 70 feet of medium density land use between the low-density land use neighborhood to the east and the commercial land use to the west.

*Goal LU VII: Plan for commercial areas that serve the community, are attractive, and have long-term economic vitality.*

Adding parcels to increase the depth of MU-2 designation in this area has the potential to aid in the redevelopment, expansion and increased economic vitality of commercial, mixed use and multifamily residential uses in this neighborhood. However, the full range of uses permitted in implementing zoning district does not guarantee the uses would serve the community.

*LU15: Reduce impacts to single-family neighborhoods adjacent to mixed-use and commercial land uses regarding traffic, noise, and glare through design standards and other development criteria.*

The proposed land use change from Medium Density Residential to Mixed-Use 2 will not reduce impacts to the single-family neighborhood. The existing mixed-use, apartments and the construction office/showroom have generated only a few complaints related to spill over parking, traffic and lighting. However, the Mixed-Use 2 land use category would allow more intense redevelopment of the two parcels having the potential to increase traffic, noise and glare.

*ED7: Enhance existing neighborhood shopping and community nodes to support increased commercial activity, neighborhood identity, and walkability.*

The Comprehensive Plan speaks of enhancing existing neighborhoods, encouraging walkability, and reducing impacts to single-family neighborhoods. The City's economic development goals and policies focus on supporting local and home-based businesses and enhancing Shoreline's existing commercial areas. The Comprehensive Plan does not have goals directed to creating more commercial areas especially directly adjacent to existing single-family neighborhoods.

**2. *The amendment addresses changing circumstances, changing community values, incorporates a subarea plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan.***

The proposed amendment does not address changing circumstances, changing community values, or correct information contained in the Comprehensive Plan. The amendment is seeking to make an existing use that is not permitted in the zone a permitted use to allow an established business to continue operation and expand at that location. Based on public comment to date, the community has expressed value in having a buffer between the single-family neighborhood to the east of 15<sup>th</sup> Avenue NE. The community is also concerned about the level of redevelopment that could occur on the two parcels beyond the current uses should the property be rezoned to Community Business. The parcels in question are not within a subarea but are located a few blocks south of the North City Subarea.

**3. *The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare.***

When considering the community as a whole, this request to change the land use of two parcels to allow an existing non-conforming business to continue provides Shoreline residents with a modest benefit by providing local remodeling services and some local employment. The proposed amendment would not adversely affect community facilities, public health, safety or the general welfare of the community.

• **Rezone Criteria**

Pursuant to SMC 20.30.320(B), the concurrent rezone associated with Amendment No. 1 may be approved only if the land use designation has been changed and:

**1. *The rezone is consistent with the Comprehensive Plan.***

The rezone to CB is not currently consistent with the Comprehensive Plan. The existing Land Use Designation is Medium Density Residential and the current zoning of R-8 is consistent with this designation. If the request to change the land Use Designation to Mixed-Use 2 is approved, the requested CB zoning will be consistent.

**2. The rezone will not adversely affect the public health, safety or general welfare.**

A rezone to CB has the potential to adversely affect the public health, safety, or general welfare of the surrounding neighborhood by intensifying land uses and activities occurring adjacent to low-density single-family zoning and uses. The CB zone allows several commercial uses that have the potential to affect the general welfare of the surrounding neighborhood. Commercial uses can increase traffic to and from the site by employees, contractors, clients, and deliveries. Outside storage may create unsightly conditions for surrounding neighbors. Increased lighting, especially for security, has the potential to impact the neighborhood. Parking has the potential to spill over onto neighborhood streets if the onsite parking spaces are at capacity.

**3. The rezone is warranted to achieve consistency with the Comprehensive Plan.**

This rezone is not warranted to achieve consistency with the Comprehensive Plan. The requested CB zoning is not consistent with the Comprehensive Plan Land Use designation of Medium Density Residential. If the request to change the land Use Designation to Mixed-Use 2 is approved, the requested CB zoning would be warranted.

**4. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone.**

The rezone has the potential to be materially detrimental to uses or property in the immediate vicinity of the subject rezone. Most of staff's concerns are addressed under Rezone Criteria No. 2 above. However, the rezone has the potential to block sunlight and reduce privacy to the single-family homes to the east and to the north if the subject properties redevelop with higher structures. These impacts could be partially mitigated by SMC 20.50.021, which requires height step backs for new buildings adjacent to residential zones.

In addition, parking has the potential to spill-over onto neighborhood streets if the required parking spaces onsite are insufficient. Since the site includes both apartments and a contractor's office/showroom, the site will have to accommodate parking for tenants and their guests, employees, business clients, and construction vehicles. If construction equipment is stored on the site, the act of loading and unloading the equipment can create noise, especially in the morning that can negatively impact nearby residential neighbors.

For comparison, staff identified and studied areas within the City where single family residential zones abut commercial zones. The City has very few areas where CB is directly adjacent to R-8 zoning. This is mainly due to the City having very few areas of R-8 zoning, therefore staff included areas of R-6 adjacent to CB and Mixed-Business (MB) zones in these examples. Staff has provided a series of maps where R-6 or R-8 zoning is adjacent to CB and MB zones (**Attachment F**). It should be mentioned that most of the zoning was carried-over from King County and the City did zone these areas to create this development pattern.

Some field observations of these areas identified in **Attachment F** include large commercial structures adjacent to single-family homes with no landscaping buffer, especially between newer commercial structures (building mass is imposing on the SFR property), noise from adjacent commercial uses (especially those business fronting Aurora Avenue North), and mature landscaping (older homes and older commercial structures typically have bigger and more established landscape buffers and trees that block most of the view between uses).

Staff recognizes the potential issues when commercial uses are adjacent to single-family homes. The City has made efforts to transition and buffer residential uses from new commercial structures and uses through provisions in the Development Code such as SMC 20.50.021 – Transition areas, SMC 20.50.450 through 520 – Landscaping, and SMC 20.50.530 through 620 – Signs.

The City's Code Enforcement and Customer Response Team (CRT) fields calls from concerned residents when commercial uses and associated activities with those businesses spill-over into the adjacent residential neighborhoods. Most of the calls that CECRT responds to are about noise from adjacent businesses, security lighting that shines onto residential property, dumping of trash, and parking that spills onto residential streets from adjacent businesses. Staff has made field visits to the areas where single-family homes (R-6 and R-8) are adjacent to commercial zoning (primarily CB zones but also areas of MB).

**5. *The rezone has merit and value for the community.***

The applicants have been operating a contractor's office at 1510 NE 170<sup>th</sup> Street for the past eight (8) years and the only avenue to bring this business "as is" into complete conformance with the Shoreline Development Code is to rezone the property at 1510 NE 170<sup>th</sup> Street to CB. 1517 NE 170<sup>th</sup> Street would also need to be rezoned to CB to allow the expansion of the existing office/showroom across the street. This rezone has the potential to add value to the community by retaining a small business within the City and allowing it to expand.

• **Pros and Cons for Rezoning 1510 and 1517 NE 170<sup>th</sup> to CB**

• **Pros:**

Rezoning the subject parcels to CB will allow the applicant to operate their contractors office/showroom, outside and indoor storage, and vehicle storage and expand their business into the future. The CB zone is one of two zones that will allow the applicant's business to continue without modification. The applicants will still be subject to zoning regulations in terms of required parking spaces, hardscape, landscaping, lighting, and signage. As demonstrated by **Attachment F**, there are many parcels of single-family residential homes (R-6 and R-8) that are adjacent to CB and MB zones. The City has had very few complaints filed with CECRT from issues stemming from established commercial uses adjacent to single-family neighborhoods. Most of the complaints taken by CECRT are for illegal dumping, light shining on residential homes, parking of commercial vehicles on neighborhood streets, and commercial traffic on

neighborhood streets. These issues are citywide and not specifically related to the subject parcels.

- **Cons:**

Rezoning the subject parcels to CB will allow the future development of more intense uses if the applicant has a change of plans for their business or sells the parcels in the future. The City does not provide conditional rezones and cannot guarantee that the applicant's business will continue as is in the future. The CB zone allows such uses as auto repair, brewpubs, restaurants, retail, medical offices, and nursing facilities, in addition to multifamily housing up to 60-feet in height and density between 100-140 units per acre. Even with the required setbacks, step backs and screening there is the potential for conflicts with the single-family neighborhood to the east regarding noise, off-site parking, outdoor lighting, traffic and litter when these types of commercial uses are located adjacent to single family homes. The City's CECRT has received complaints from the adjacent single-family neighborhood about business uses at 1510 and 1517 NE 170<sup>th</sup> Street related to parking spill over, lighting and traffic. The complaints regarding 1517 NE 170<sup>th</sup> Street were related to the auto repair and dance studio that were operated at this location by the previous property owner. These uses terminated with the sale of the property.

### ***Planning Commission Recommendation***

Based on the analysis of the Comprehensive Plan Amendment Criteria, the rezoning criteria, and the goals and policies of the Shoreline Comprehensive Plan, the Planning Commission recommended denial of Comprehensive Plan Amendment No. 1.

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### **Amendment No. 2 (Comprehensive Plan Amendment)**

*Update Natural Environment Goal V to set local goals to reduce greenhouse gas (GHG) emissions in support of the Paris Climate Accord threshold to limit global warming to less than 1.5° C above pre-industrial levels.*

### ***Amendment Description***

This is a privately-initiated amendment (**Attachment G**) to amend Natural Environment Goal V, which currently states:

*Protect clean air and the climate for present and future generations through reduction of greenhouse gas emissions, and promotion of efficient and effective solutions for transportation, clean industries, and development.*

The proposal submitted by the applicant would amend Natural Environment Goal V to read:

*Protect clean air and the climate for present and future generations ~~through~~ reduction of by limiting greenhouse gas emissions to 1.5° C of global warming above pre-industrial levels, and promotion of efficient and effective solutions for transportation, clean industries, and development.*

Staff recommended to the Planning Commission to rephrase the language slightly to be clearer that greenhouse gas (GHG) emissions themselves are not to be limited to a number of degrees, but that reducing local GHG emissions is the most effective contribution to the attempt to limit catastrophic levels of global warming. The Planning Commission accepted staff's recommendation and therefore Amendment No. 2 now reads as follows:

*Protect clean air and the climate for present and future generations through significant reduction of greenhouse gas emissions, to support Paris Climate Accord targets of limiting global warming to less than 1.5° C above pre-industrial levels. Local reduction targets will also and promotion of efficient and effective solutions for transportation, clean industries, and development.*

### **Staff Analysis**

The proposed amendment is in response to recent Intergovernmental Panel on Climate Change (IPCC) reports showing the dire consequences of allowing global warming to increase higher than 1.5° C (2.7° F) above pre-industrial levels, as opposed to the previous target of limiting warming to 2° C (3.6° F).

Through adoption of the Climate Action Plan (CAP) in 2013, the City committed to reducing GHG emissions 25% by 2020, 50% by 2030, and 80% by 2050 (80 x 50), which is a target shared by King County and many of the cities in the King County-Cities Climate Collaboration (K4C). These targets were intended to support the goal of keeping global warming below 2° C. The 2016 Paris Climate Accord revised the target to 1.5° C based on updated scientific analysis that the lower threshold was necessary to prevent the most catastrophic impacts of the climate crisis.

A more ambitious target to limit global warming to below 1.5° C may necessitate revising the GHG emission reduction targets in the City's Climate Action Plan. This could be analyzed through the next update of the Climate Action Plan (CAP). This update is not currently programmed but should take place following a GHG inventory in 2021 to assess how the City performed on its 2020 emission reduction target. More aggressive emission reduction targets would likely not change the types of activities that the City would pursue, but they may require a more proactive approach to implementing recommendations in the City's CAP.

Pursuant to SMC 20.30.340(B), Amendment No. 2 may be approved only if:

**1. *The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies.***

- **Growth Management Act (GMA)**

Proposed Amendment No. 2 is consistent with the goals of the Growth Management Act. Amendment No. 2 is directly aligned with GMA Planning Goal No. 10 Environment – “Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.” Implementation of many of the GMA



Planning Goals, such as reducing urban sprawl, promoting growth in urban areas, retaining open space and encouraging multi modal transportation support the achievement of the proposed amendment to Comprehensive Plan Goal Natural Environment Goal V, which would set a more ambitious target to limit global warming to below 1.5° C.

- **King County Countywide Planning Policies**

Proposed Amendment No. 2 is consistent with the King County Countywide Planning Policies and specifically aligns with the following policies:

*EN-17 Establish a countywide greenhouse gas reduction target that meets or exceeds the statewide reduction requirement that is stated as the 2050 goal of a 50 percent reduction below 1990 levels.*

*EN-18 Reduce countywide sources of greenhouse gas emissions, compared to a 2007 baseline, by 25% by 2020, 50% by 2030, and 80% by 2050. Assuming 1% annual population growth, these targets translate to per capita emissions of approximately 8.5 metric tons of carbon dioxide equivalent (MTCO<sub>2</sub>e) by 2020, 5 MTCO<sub>2</sub>e, and 1.5 MTCO<sub>2</sub>e by 2050.*

- **City of Shoreline Comprehensive Plan**

Proposed Amendment No. 2 is consistent with the City's Comprehensive Plan and specifically aligns with the following policies:

*LU59: Initiate public/private partnerships between utilities, and support research, development, and innovation for energy efficiency and renewable energy technology.*

*Goal NE V. Protect clean air and the climate for present and future generations through reduction of greenhouse gas emissions, and promotion of efficient and effective solutions for transportation, clean industries, and development.*

*NE5. Support, promote, and lead public education and involvement programs to raise awareness about environmental issues; motivate individuals, businesses, and community organizations to protect the environment; and provide opportunities for the community and visitors to practice stewardship, and enjoy Shoreline's unique environmental features.*

*NE39. Support and implement the Mayor's Climate Protection Agreement, climate pledges and commitments undertaken by the City, and other multi-jurisdictional efforts to reduce greenhouse gases, address climate change, sea-level rise, ocean acidification, and other impacts of changing of global conditions.*

*NE40. Establish policy decisions and priorities considering long-term impacts on natural and human environments.*

*NE41. Lead by example and encourage other community stakeholders to commit to sustainability. Design our programs, policies, facilities, and practices as models to be emulated.*

Staff cannot point to any specific goals or policies that Amendment No. 2 would be inconsistent with. However, there is the reality that to achieve the current Natural Environment Goal V or as proposed for amendment will require substantial changes in energy use, the transportation methods chosen, and the construction methods/materials allowed. This will likely necessitate policy adjustments and prioritization in the Land Use, Housing, Economic Development, Utilities and Transportation elements of the Comprehensive Plan to fully align. For example, motorized transportation is one of the major contributors to GHG emissions in the City. The Comprehensive Plan Transportation Element aims to balance the needs of motorized transportation with the needs for non-motorized transportation. However, adoption of the proposed amendment to Comprehensive Plan Goal Natural Environment Goal V may necessitate changes to Transportation Goals and Policies to even further prioritize non-motorized over motorized (pollution generating) options.

**2. *The amendment addresses changing circumstances, changing community values, incorporates a subarea plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan.***

Amendment No. 2 addresses changing circumstances. As noted above, through adoption of the CAP in 2013, the City committed to reducing GHG emissions 25% by 2020, 50% by 2030, and 80% by 2050 (80 x 50), which is a target shared by King County and many of the cities in the King County-Cities Climate Collaboration (K4C). These targets were intended to support the goal of keeping global warming below 2°C. The 2016 Paris Climate Accord revised the target to 1.5°C based on updated scientific analysis that the lower threshold was necessary to prevent the most catastrophic impacts of the climate crisis. This amendment seeks to align the City's goal with the more recent Paris Climate Accord scientific analysis.

**3. *The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare.***

Amendment No. 2 is proposed to set a more ambitious goal to keep global warming below 1.5°C by significantly reducing local GHG emissions. The intent of this goal is to protect public health, safety and general welfare from the catastrophic impacts of global warming such as flood, famine, contamination of air and water, and habitat and species loss. Global warming also can impact community facilities negatively by fueling more frequent and severe natural disasters that can damage and destroy community facilities. Therefore, a goal to more dramatically reduce GHG emissions will benefit the community. Achieving this goal will require individuals, families and business owners/operators in the

City to make changes in how we live and work largely related to transportation and energy.

***Planning Commission Recommendation***

The City does not currently have an analysis of what local actions or costs would be associated with implementation of Amendment No. 2. However, the City is planning to complete a GHG emissions inventory in 2021 (using 2020 data), followed by an update to the [2015 Carbon Wedge Analysis](#) and the [2013 Climate Action Plan](#) for the City (both to be completed in 2021/2022). Staff anticipates that they will have a good sense of actions and potential costs at the conclusion of that work.

The carbon emissions reduction goals and policies have been a priority for the City for several years and have been in the Comprehensive Plan since 1998. The update and implementation of the CAP, GHG emission inventory, Carbon Wedge Analysis, and Comprehensive Plan are currently in the City's work plan and will further the City's goals of carbon reduction. For these reasons, the Planning Commission recommends approval of Comprehensive Plan Amendment No. 2.

If the City Council concurs with the Planning Commission's recommendation and adopts this policy, here is how implementation may occur:

- Because the City Council adopted a GHG reduction target of 25% by 2020 through the 2013 CAP, staff will perform an analysis in 2021 to determine how the City is doing on meeting current targets. The City is not currently on track to meet the 2020 target, but by 2030, some of the initiatives of recent years, including green building mandates and incentives and light rail service, will start to move the needle significantly.
  - Following the 2021 GHG emissions inventory, the City will update the CAP. Updating the CAP will include an analysis of how conditions have changed since 2013, incorporating the latest science and relevant (supportive and unsupportive) federal and state initiatives. Recommendations will focus on how to best evolve and meet the targets.
  - The 2021 CAP update is the primary mechanism through which the new Comprehensive Plan policy would be analyzed and recommendations for implementation would be developed, prioritized, and adopted. Staff has just begun working on the update to the City's Comprehensive Plan with the completion of the Buildable Lands Analysis and review of the Puget Sound Regional Council's Draft VISION 2050. The City is on track for updating the Comprehensive Plan by June 2023.
  - While the CAP offers recommendations, the City worked with Climate Solutions in 2015 to develop a Carbon Wedge Analysis, which provided a more in-depth understanding of exactly how to meet the targets. It is possible that the City will update the Carbon Wedge Analysis following the update of the CAP.
-

### **Amendment No. 3 (Comprehensive Plan Amendment)**

*Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.*

#### ***Amendment Description***

This amendment is related to Amendment No. 1. Initially, the applicants of Amendment No. 1 were given two options that potentially could allow for permitting an existing office, showroom, and remodeling and construction business at their current location, in addition to an option to discontinue the use of their property as a professional office (**Attachment H**). One of those options suggested applying for a General Comprehensive Plan Amendment to change LU2, described above in the analysis of Amendment No. 1, to allow for professional office uses.

To accomplish this, the Policy would be amended as follows:

*LU2: The Medium Density Residential land use designation allows single-family dwelling units, duplexes, triplexes, zero lot line houses, townhouses, and cottage housing. Apartments and professional offices may be allowed under certain conditions. The permitted base density for this designation may not exceed 12 dwelling units per acre.*

SMC 20.20.040 defines a “Professional Office” as:

*An office used as a place of business by licensed professionals, or persons in other generally recognized professions, which use training or knowledge of a technical, scientific or other academic discipline as opposed to manual skills, and which does not involve outside storage or fabrication, or on-site sale or transfer of commodity.*

If Comprehensive Plan Amendment No. 3 is approved, a development code amendment would subsequently be required to implement this amendment as the code currently prohibits professional offices. This future development code amendment could address restrictions on siting and conditions by which such uses may be permitted within the R-8 and R-12 zoning districts, including such things as arterial access, proximity to commercial zones, and transitional setbacks. For instance, indexed criteria could be used to limit the number of parcels that could accommodate professional offices in R-8 and R-12 zones throughout the City.

#### ***Staff Analysis***

As stated in SMC 20.30.340, a Comprehensive Plan Amendment is a mechanism by which the City Council may modify the text or map of the Comprehensive Plan in accordance with the provisions of the Growth Management Act, to respond to changing circumstances or needs of the City.

- 1. The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies.***

- **Growth Management Act**

The proposed amendment is partially consistent with Growth Management Act Planning Goal 5:

*(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

The proposed Comprehensive Plan amendment would encourage more opportunities for economic development in the city.

The proposed amendment is inconsistent with GMA Planning Goal 4:

*(4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

The proposed amendment will allow existing housing stock to be converted into professional offices, reducing the available stock of homes for housing.

- **King County Countywide Planning Policies**

The staff review of the proposed amendment to change Land Use Policy LU2 found that the amendment is partially supported by CPPs related to Urban Lands but also conflicts with other CPPs:

*DP-3 Efficiently develop and use residential, commercial, and manufacturing land in the Urban Growth Area to create healthy and vibrant urban communities with a full range of urban services, and to protect the long-term viability of the Rural Area and Resource Lands. Promote the efficient use of land within the Urban Growth Area by using methods such as:*

- *Directing concentrations of housing and employment growth to designated centers;*
- *Encouraging compact development with a mix of compatible residential, commercial, and community activities;*
- *Maximizing the use of the existing capacity for housing and employment; and*
- *Coordinating plans for land use, transportation, capital facilities and services. [emphasis added]*

The proposed amendment would encourage compact development with a mix of residential and commercial activity, however it is subjective as to whether the development is compatible. The City has capacity for professional offices on land already zoned for that use.

*EC-7 Promote an economic climate that is supportive of business formation, expansion, and retention and emphasizes the importance of small businesses in creating jobs.*

*DP-39 Develop neighborhood planning and design processes that encourage infill development, redevelopment, and reuse of existing buildings and that, where appropriate based on local plans, enhance the existing community character and mix of uses.*

Allowing professional offices in the Medium Density Residential designation would allow for the reuse of existing buildings and promote the mix of uses allowed in neighborhoods around the city.

*DP-44 Adopt design standards or guidelines that foster infill development that is compatible with the existing or desired urban character.*

Allowing professional offices would foster infill development by allowing office uses within residential neighborhoods. It is subjective as to whether infill development would be compatible with the existing or desired urban character of the neighborhood.

*H-12 Plan for residential neighborhoods that protect and promote the health and well-being of residents by supporting active living and healthy eating and by reducing exposure to harmful environments.*

The proposed amendment could protect or promote the health and wellbeing of residents. The professional office use is typically lower impact to adjacent neighbors since the uses are conducted indoors and outdoor storage and activities are prohibited.

- **City of Shoreline Comprehensive Plan**

The following Comprehensive Plan Goals and Policies are consistent with the proposed amendment as the proposal would allow existing employment and provide for services to the community through an existing business. The following goals and policies are consistent with the proposed amendment:

*Goal LU1 - Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.*

*Land Use Policy 7 - promote small-scale commercial activity areas within neighborhoods that encourage walkability, provide opportunities for employment and “third places”; and*

*Goal LU V - Enhance the character, quality, and function of existing residential neighborhoods while accommodating anticipated growth.*

*Land Use Policy 5 - Review and update infill standards and procedures that promote quality development and consider the existing neighborhood.*

*Goal ED VI: Support employers and new businesses that create more and better jobs.*

*Goal ED VIII: Promote and support vibrant activities and businesses that grow the local economy.*

*ED13: Support and retain small businesses and create an environment where new businesses can flourish.*

The proposed amendment is not consistent with the following goals and policies:

*Policy CD4 – Buffer the visual impact on residential areas of commercial, office, industrial, and institutional development.*

The proposed amendment will allow office uses throughout residential neighborhoods increasing the impact between single-family homes and commercial uses.

*LU15: Reduce impacts to single-family neighborhoods adjacent to mixed-use and commercial land uses regarding traffic, noise, and glare through design standards and other development criteria.*

Allowing professional offices in the MDR designation will increase commercial traffic, parking, noise, lighting, and general activity in single-family neighborhoods.

**2. The amendment addresses changing circumstances, changing community values, incorporates a subarea plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan.**

The proposed amendment does not address changing circumstances, changing community values, or correct information contained in the Comprehensive Plan. The amendment will allow professional offices in single-family neighborhoods. Staff is not aware of any demand for professional offices in residential neighborhoods. Alternatively, the City allows home-based businesses in single-family neighborhoods if the homeowner meets the criteria in SMC 20.40.400.

**3. The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare.**

The proposed amendment would not adversely affect community facilities, public health, safety or the general welfare of the community. Allowing Professional Offices in the MDR designation may cause additional traffic, parking, and general activity throughout a neighborhood but those factors can be mitigated through requirements in the Shoreline Development Code.

SMC 20.40.030(B) states the purpose of medium density residential, R-8 and R-12 zones, is to provide for a mix of single-family homes, duplexes, triplexes, townhouses, and community facilities in a manner that provides for additional density at a modest scale. Professional Offices as well as all other commercial uses are not currently permitted in the R-8. The intent of the R-8 zone is primarily for higher density single family homes (5,000 sq. ft. minimum lot sizes), churches, schools, and daycares under certain conditions.

The City does not have a large area devoted to R-8 zoning. Only 44 acres of the City is zoned R-8, which is 0.6% of the City's total land area. The R-8 zone mostly provides a buffer between commercial zoning and single-family zoning or provides a buffer between Arterial Streets and single-family neighborhoods.

Even though professional offices are not allowed in the R-8 and R-6 zones, residents of the R-8 and R-6 zones can conduct business if they comply with the size and operational limitations in the indexed criteria of a Home Occupation. While a home occupation may not work for every type of business, they do provide an option if a homeowner wants to conduct a smaller scale business that can integrate into the neighborhood setting.

***Planning Commission Recommendation***

Based on the Comprehensive Plan Amendment Criteria and review of the proposed Development Code Amendment to add Professional Offices as a Conditional Use to the R-8 and R-12 zones, the Planning Commission recommended denial of Comprehensive Plan Amendment No. 3.

The Planning Commission recommended denial because it believed this amendment was unwarranted as it does not solve the need of the applicant and will cause disruption throughout Shoreline's neighborhoods. The Planning Commission further believed that the City currently allows home-based businesses and that home occupations allow residents the flexibility to run offices with less impact to the surrounding neighborhood than a traditional office will. The Commission also expressed concern that land intended for residential use will be converted to office use since it is often less expensive to buy residential land.

**Alternatives Considered by the Planning Commission for Amendment Nos. 1 & 3**

At the August 1, 2019 Planning Commission meeting, staff presented the Planning Commission with alternatives to Comprehensive Plan Amendment Nos. 1 and 3. One of those options was to consider a Comprehensive Plan Amendment to High-Density Residential and a concurrent rezone to R-18. Staff explained that a rezone to R-18 meets the goals and policies of the Comprehensive Plan and is a logical transition from



the Community Business zoning to the west and the single-family uses to the east. This item had not been placed on the 2019 Docket, but staff saw it as an alternative for consideration.

At the September 5, 2019 meeting, the Planning Commission commented that a rezone to R-18 would not accommodate the applicants' business without significant changes and the request is not something the Commission would recommend to Council.

### **Tonight's Council Discussion**

As noted earlier, proposed Ordinance No. 881 would amend the City's Comprehensive Plan consistent with the Planning Commission's recommendation on the 2019 Docket, which was provided on November 21, 2019. Tonight, the City Council is scheduled to discuss proposed Ordinance No. 881. Proposed Ordinance No. 881 is currently scheduled for adoption on December 9, 2019.

### **RESOURCE/FINANCIAL IMPACT**

Proposed Comprehensive Plan Amendment No. 1 is not anticipated to have a resource or financial impact. Proposed Amendment No. 2 has the potential to add additional work to staff work plans and consultant resources to update the Greenhouse Gas Emissions Inventory, the Carbon Wedge Analysis, the Climate Action Plan, and the 2023 Comprehensive Plan. Proposed Amendment No. 3 has the potential to add additional work to staff work plans to amend the Shoreline Development Code to allow offices in the R-8 and R-12 zones.

### **RECOMMENDATION**

No action is required tonight; this is an informational meeting in preparation for the December 9, 2019 meeting where the City Council is scheduled to adopt the 2019 Docket amendments through proposed Ordinance No. 881. The Planning Commission has recommended that the City Council deny Comprehensive Plan Amendment Nos. 1 and 3 and adopt Amendment No. 2.

### **ATTACHMENTS**

Attachment A – 2019 Comprehensive Plan Docket  
Attachment B – Planning Commission Recommendation  
Attachment C – Proposed Ordinance No. 881  
Attachment D – Irons Rezone Criteria  
Attachment E – Irons Comprehensive Plan Amendment Criteria  
Attachment F – Maps Showing R-6 and R-8 Zoning Adjacent to CB and MB Zoning  
Attachment G – Keim Application  
Attachment H – Irons Zoning Options Letter



## **2019 COMPREHENSIVE PLAN AMENDMENT DOCKET**

The State Growth Management Act generally limits the City to amending its Comprehensive Plan once a year and requires that it create a Docket (or list) of the amendments to be reviewed.

### **Final 2019 Comprehensive Plan Amendments**

1. Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.
2. Update Natural Environment Goal V by limiting greenhouse gas emissions to 1.5° C of global warming above pre-industrial levels.
3. Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.

*Estimated timeframe for Council review/adoption: November 2019.*



TO: Honorable Members of the Shoreline City Council

FROM: Laura Mork, Chair *Pro Tem*  
Shoreline Planning Commission

DATE: November 21, 2019

RE: 2019 Comprehensive Plan Amendments

The Shoreline Planning Commission has completed its review of the 2019 Comprehensive Plan Amendments that the City Council placed on the Final Docket in April 2019. After the Final Docket was established, the Planning Commission held two (2) study sessions on the proposed amendments and a public hearing which was held on two (2) separate days.

In consideration of the Planning Staff's recommendations, written and oral public testimony, and the decision criteria set forth in SMC 20.30.340 for comprehensive plan amendments and SMC 20.30.320 for the concurrent rezone, the Planning Commission respectfully recommends:

- Proposed Amendment No. 1 - DENY

*Change the Land Use Designation from Medium Density Residential to Mixed-Use 2 and change the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170<sup>th</sup> Street.*

- Proposed Amendment No. 2 – APPROVE

*Update Natural Environment Goal V to set local goals to reduce greenhouse gas (GHG) emissions in support of the Paris Climate Accord threshold to limit global warming to less than 1.5° C above pre-industrial levels.*

- Proposed Amendment No. 3 – DENY

*Amend Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.*

**ORDINANCE NO. 881**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON  
ADOPTING THE 2019 COMPREHENSIVE PLAN ANNUAL DOCKET  
AMENDMENTS TO THE SHORELINE COMPREHENSIVE PLAN AND  
CONCURRENT REZONE.**

WHEREAS, the City of Shoreline is a non-charter optional municipal code city as provided in Title 35A RCW, incorporated under the laws of the state of Washington, and planning pursuant to the Growth Management Act, Chapter 36.70A RCW; and

WHEREAS, in conformance with the Growth Management Act, the City has adopted a Comprehensive Land Use Plan; and

WHEREAS, the Growth Management Act provides for the opportunity to amend the Comprehensive Plan once a year and the City has developed an annual docketing review process for continuing review and evaluation of its Comprehensive Plan; and

WHEREAS, at its April 15, 2019 regular meeting, the City Council established the 2019 Comprehensive Plan Annual Docket containing four (4) proposed amendments with a concurrent rezone accompanying one of those amendments; and

WHEREAS, at its June 3, 2019 regular meeting, the City Council reconsidered the 2019 Comprehensive Plan Annual Docket and determined to remove a proposed amendment related to the Fircrest Campus site leaving three (3) proposed amendments and the concurrent rezone; and

WHEREAS, on August 1, 2019 and September 5, 2019, the City of Shoreline Planning Commission held study sessions on the docketed amendments and concurrent rezone; and

WHEREAS, the environmental impacts of the 2019 Comprehensive Plan Annual Docket and concurrent rezone resulted in the issuance of a Determination of Non-Significance (DNS) on September 10, 2019, pursuant to the State Environmental Policy Act (SEPA); and

WHEREAS, to ensure procedural compliance with SEPA, an amended and revised DNS was issued on October 1, 2019; and

WHEREAS, on October 17, 2019, the City of Shoreline Planning Commission held a properly noticed public hearing on the 2019 Comprehensive Plan Annual Docket and concurrent rezone so as to receive public testimony and continued the public hearing to November 21, 2019; and

WHEREAS, at the conclusion of public hearing on November 21, 2019, the City of Shoreline Planning Commission recommended approval only of Docket Amendment No. 2 limiting greenhouse gas emissions; and

WHEREAS, on December 2, 2019, the City Council considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation; and

WHEREAS, the City Council has accepted the Planning Commission's recommendation; and

WHEREAS, the City Council has determined that Docket Amendment No. 2 as recommended by the Planning Commission is consistent with the Growth Management Act and the other provisions of the Comprehensive Plan, and meets the criteria set forth in SMC 20.30.320 and SMC 20.30.340 and;

WHEREAS, the City provided public notice of the amendments and the public meetings and hearing as provided in SMC 20.30.070; and

WHEREAS, pursuant to RCW 36.70A.370, the City has utilized the process established by the Washington State Attorney General so as to assure the protection of private property rights when considering the 2019 Comprehensive Plan Annual Docket and concurrent rezone; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent pertaining to the 2019 Comprehensive Plan Annual Docket and concurrent rezone; and

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

**Section 1. Amendment to Comprehensive Plan.** The City of Shoreline Comprehensive Plan, Element 6 Natural Environment, Goal NE V, is amended as follows:

Goal NE V. Protect clean air and the climate for present and future generations through significant reduction of greenhouse gas emissions, to support Paris Climate Accord targets of limiting global warming to less than 1.5° C above pre-industrial levels. Local reduction targets will also ~~and~~ ~~promote~~ ~~ion~~ of efficient and effective solutions for transportation, clean industries, and development.

**Section 2. Transmittal of Amendment to Washington State Department of Commerce.**

A. Pursuant to RCW 36.70A.106, the Director of Planning and Community Development or designee shall transmit a complete and accurate copy of this

Ordinance and attachments, if any, to the Washington State Department of Commerce within ten (10) calendar days of the date of passage.

B. The City Clerk shall denote the date of transmittal after the signature lines as provided herein.

**Section 3. 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 4. Severability.** Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance 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 5. Publication and Effective Date.** A summary of this Ordinance consisting of the title shall be published in the official newspaper. This Ordinance shall take effect five days after publication.

**PASSED BY THE CITY COUNCIL ON DECEMBER 9, 2019.**

\_\_\_\_\_  
Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Simulcik-Smith  
City Clerk

\_\_\_\_\_  
Margaret King  
City Attorney

Date of Publication:   , 2019  
Effective Date:       , 2019

Date of Transmittal to Commerce   , 2019



## REZONE OF PROPERTY CRITERIA

### Planning & Community Development

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1. **Purpose:** A rezone is a mechanism to make changes to a zoning classification, conditions or concomitant agreement applicable to property. Changes to the zoning classification that apply to a parcel of property are text changes and/or amendments to the official zoning map.
2. **Decision Criteria:** The City may approve or approve with modifications an application for a rezone of property if:

- a. The rezone is consistent with the Comprehensive Plan;

*With the approval of the proposed Comprehensive Plan Amendment designating the parcels as Mixed Use 2, the proposed rezone to CB-Community Business will be consistent with the Comprehensive Plan.*

- b. The rezone will not adversely affect the public health, safety or general welfare;

*The proposed rezone will allow the existing uses to continue operating with no change to the current uses. The current uses do not adversely affect the public health, safety, or general welfare. The rezone simply expands the CB zoning from the west side of the relatively small parcels to the east side of the parcels.*

- c. The rezone is warranted in order to achieve consistency with the Comprehensive Plan;

*With the approval of the proposed Comprehensive Plan Amendment designating the parcels as Mixed Use 2, the proposed rezone to CB-Community Business will be consistent with the Comprehensive Plan.*

- d. The rezone will not be materially detrimental to uses or property in the immediate vicinity of the subject rezone; and

*The rezone will not be detrimental to the uses in the vicinity and allows the existing uses to continue as they do today. Future development of the parcels will be required to adhere to the transition requirements between commercial and residential zones.*

- e. The rezone has merit and value for the community.

*The rezone allows the existing business to operate as it has over the last 20 years. The owners, Melissa and Joseph Irons, are very involved and connected with the Shoreline Community, both personally and professionally. They have taken efforts to be good neighbors with the nearby properties.*



# AMENDMENT OF THE COMPREHENSIVE PLAN CRITERIA

## Planning & Community Development

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1. **Purpose:** A Comprehensive Plan amendment or review is a mechanism by which the City may modify the text or map of the Comprehensive Plan in accordance with the provisions of the Growth Management Act, in order to respond to changing circumstances or needs of the City, and to review the Comprehensive Plan on a regular basis.
2. **Decision Criteria:** The Planning Commission may recommend and the City Council may approve, or approve with modifications an amendment to the Comprehensive Plan if:
  - a. The amendment is consistent with the Growth Management Act and not inconsistent with the Countywide Planning Policies, and the other provisions of the Comprehensive Plan and City policies; or

*The proposed Comprehensive Plan Amendment is consistent with the Countywide and City policies since it is a small shift in the boundary of the Mixed Use 2 designation. The specific City goals and policies include the following:*

**Goal LU I:** *Encourage development that creates a variety of housing, shopping, entertainment, recreation, gathering spaces, employment, and services that are accessible to neighborhoods.*

**LU7:** *Promote small-scale commercial activity areas within neighborhoods that encourage walkability, and provide opportunities for employment and “third places”.*

**LU10:** *The Mixed-Use 2 (MU2) designation is similar to the MU1 designation, except it is not intended to allow more intense uses, such as manufacturing and other uses that generate light, glare, noise, or odor that may be incompatible with existing and proposed land uses. The Mixed-Use 2 (MU2) designation applies to commercial areas not on the Aurora Avenue or Ballinger Way corridors, such as Ridgecrest, Briarcrest, Richmond Beach, and North City. This designation may provide retail, office, and service uses, and greater residential densities than are allowed in low-density residential designations, and promotes pedestrian connections, transit, and amenities.*

- b. The amendment addresses changing circumstances, changing community values, incorporates a sub area plan consistent with the Comprehensive Plan vision or corrects information contained in the Comprehensive Plan; or



## Attachment E

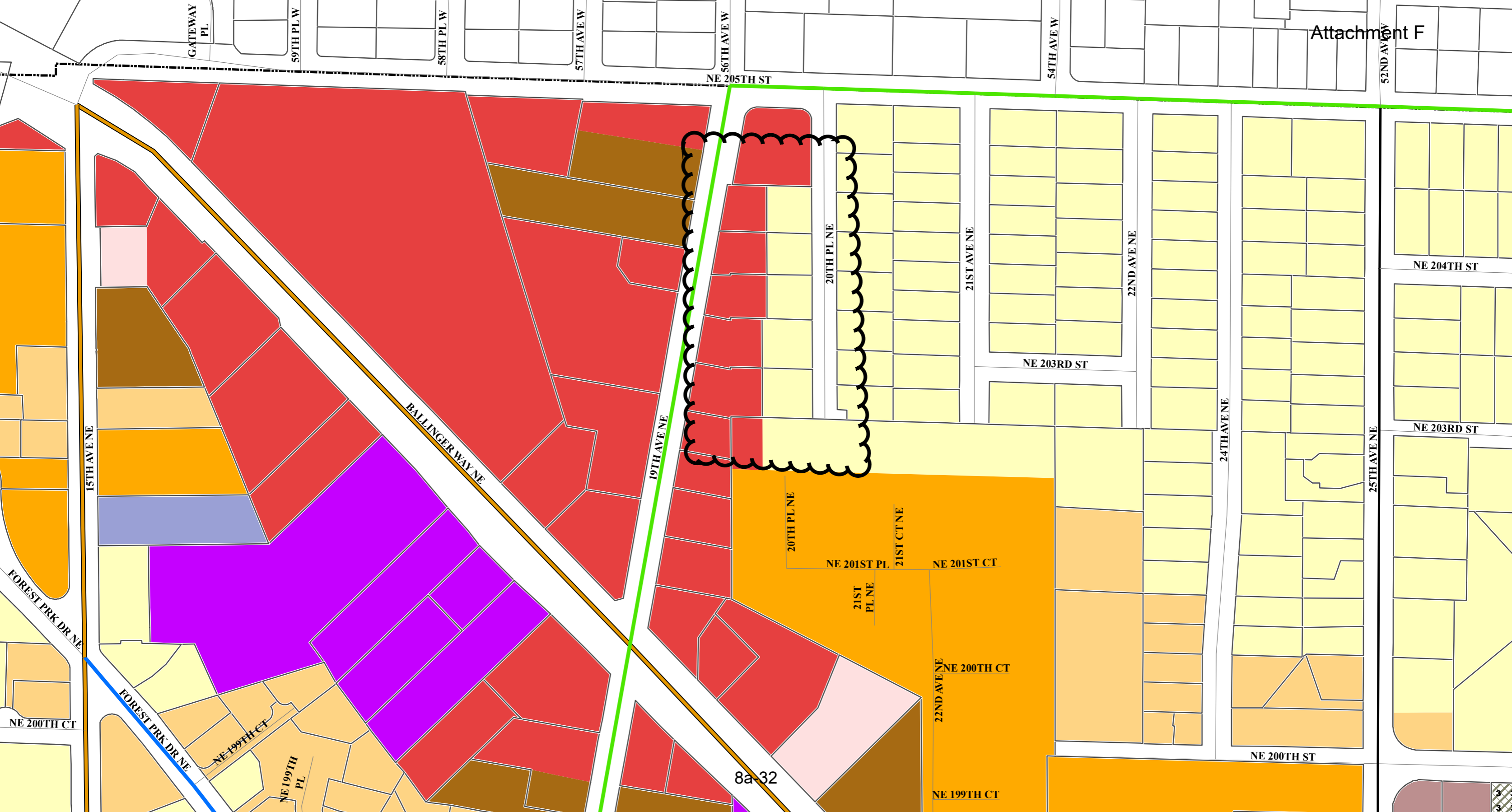
- c. The amendment will benefit the community as a whole, will not adversely affect community facilities, the public health, safety or general welfare.

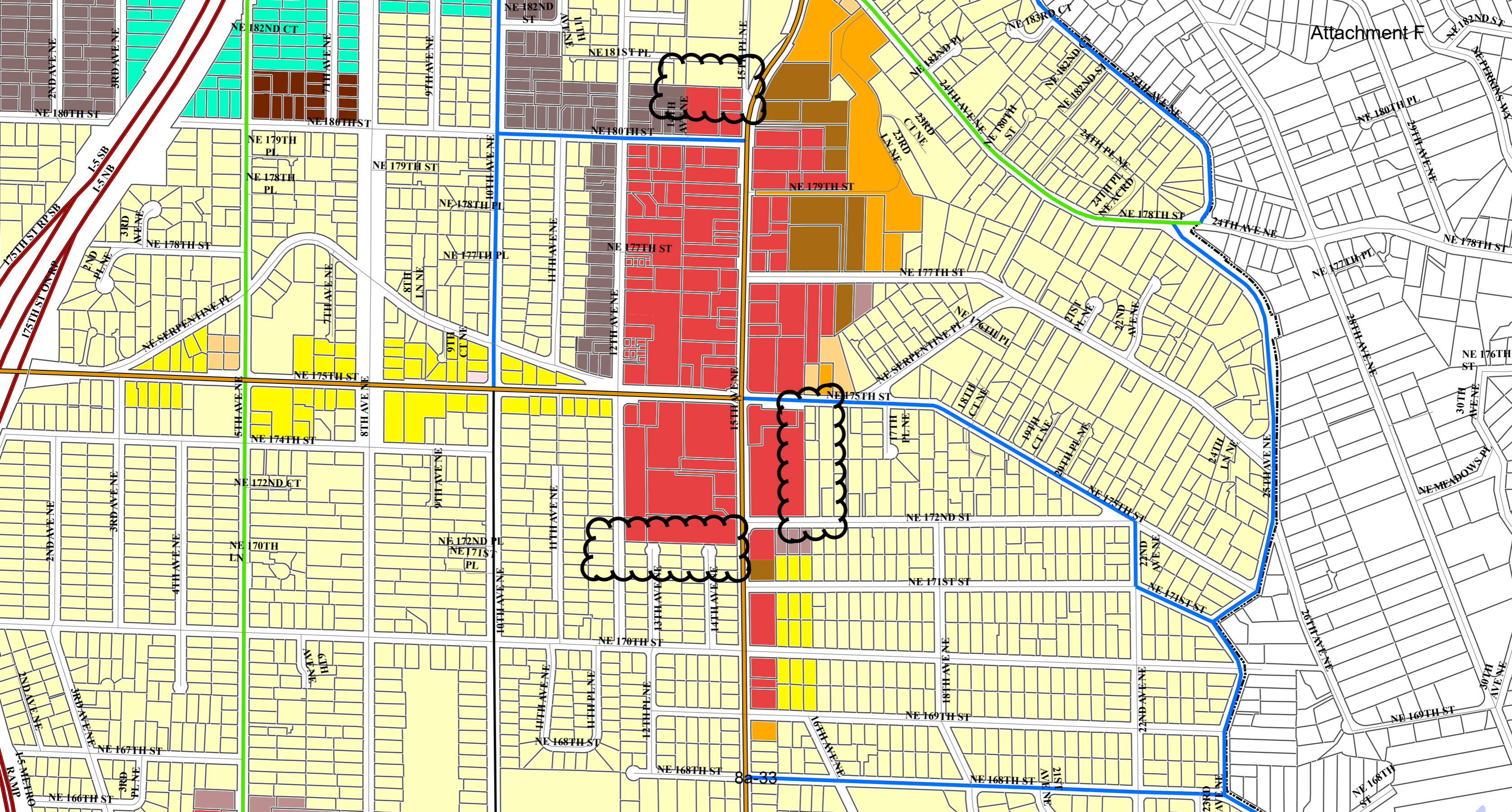
*The proposed Comprehensive Plan Amendment will benefit the community as a whole since it will slightly expand the CB-Community Business area which will allow commercial/office uses to provide services, goods, and jobs to be accessible to the residents of the City.*

*Since purchasing the property, we have only improved our properties to make our City and our neighborhood a more desirable place to call home. The current use of the site at 1510 NE 170<sup>th</sup> St. will continue as a mixed-use four-plex, with a business on the main floor and two residential apartment units above.*

*Over the last decade and prior to our purchase of the property in 2018, the site at 1517 NE 170<sup>th</sup> Street included a mix of uses including a dance studio, an auto mechanic, and rental units. It is currently being used as a garage with an ADU-Accessory Dwelling Unit and studio above the garage, along with a single-family residence which we currently have under construction and plan to use as a garage, storage building, and rental units.*

*The proposal will not affect current land uses on nearby or adjacent properties, nor do we have any intention of further development at the sites after the parcel is rezoned to CB-Community Business.*

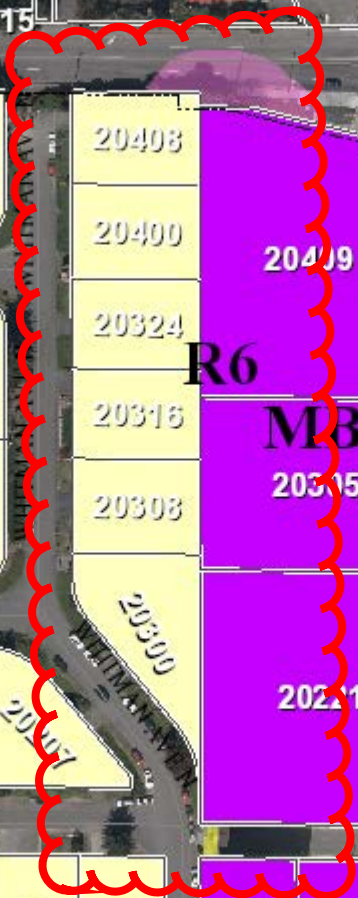




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# Attachment F

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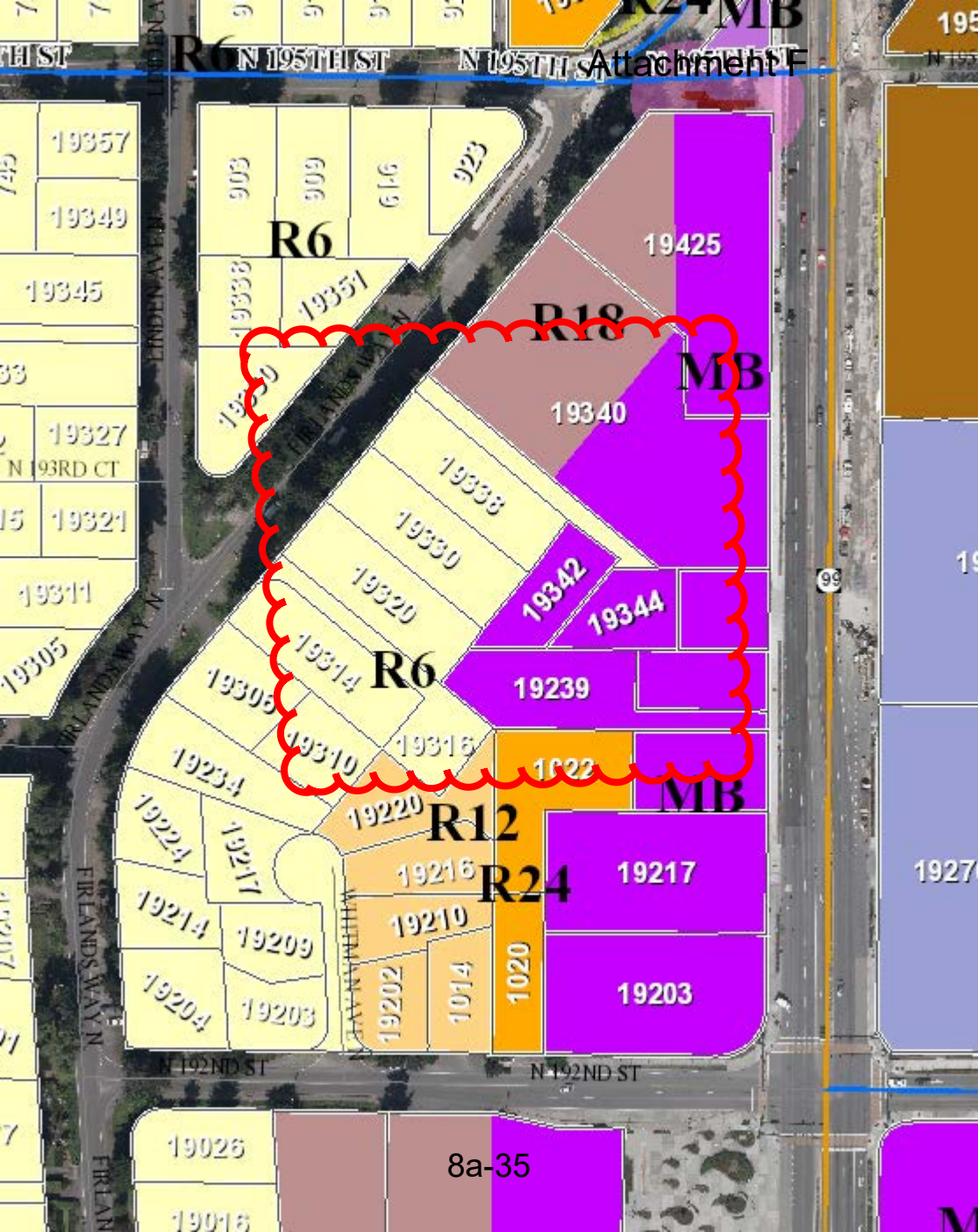
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**MB**

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Attachment F

R6

R18

MB

R6

R12

R24

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LINDENWAY E

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7

TH ST

R6 N 195TH ST

N 195TH ST

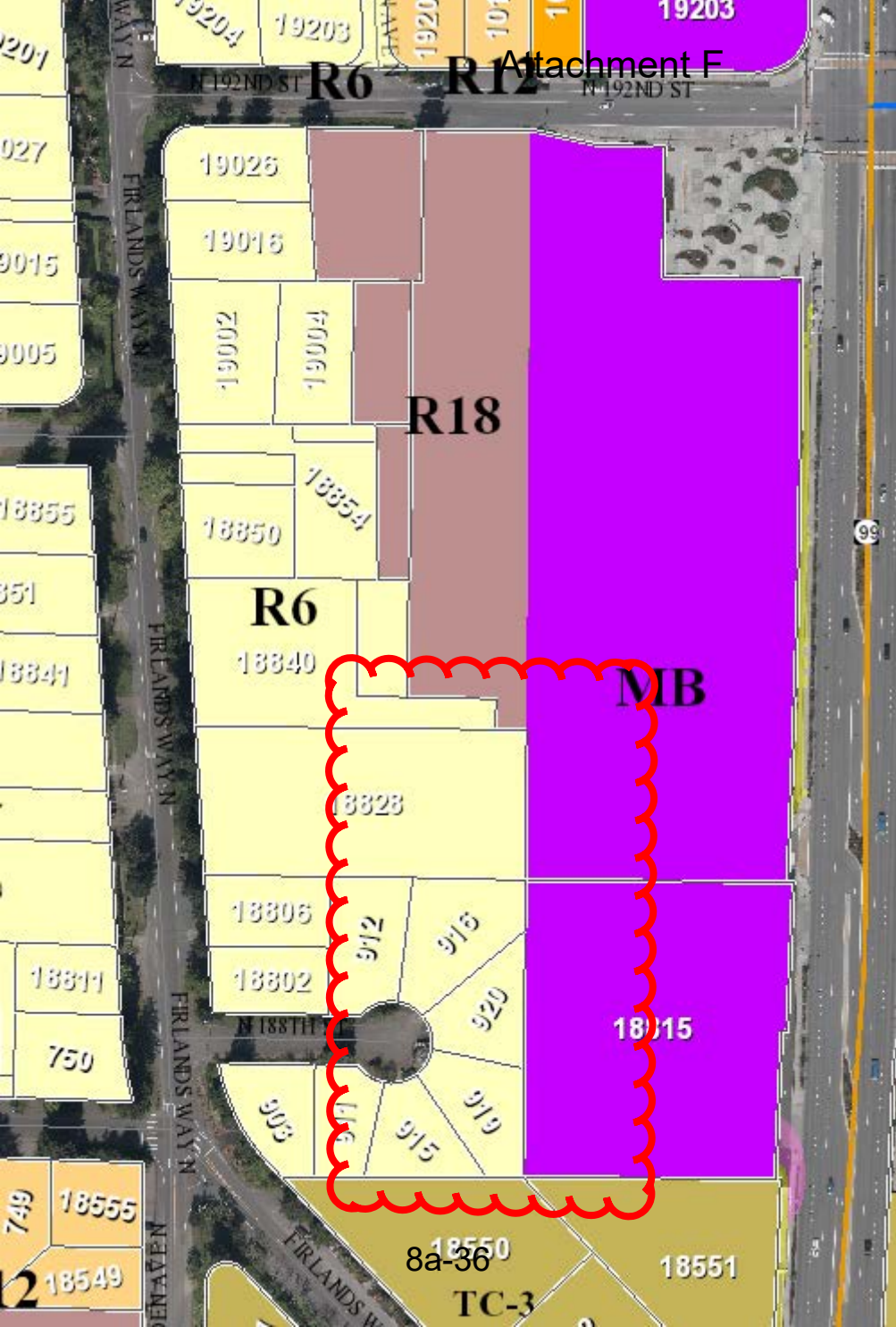
Attachment F

N 195TH ST

N 193RD CT

N 192ND ST

N 192ND ST



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Attachment F

19204

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19202

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1

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N 192ND ST

N 192ND ST

R6

R12

FIRLANDS WAY N

FIRLANDS WAY N

FIRLANDS WAY N

HEAVEN AVENUE

N 188TH

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R18

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Attachment F

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N 155TH ST

MB R12  
Attachment

R12

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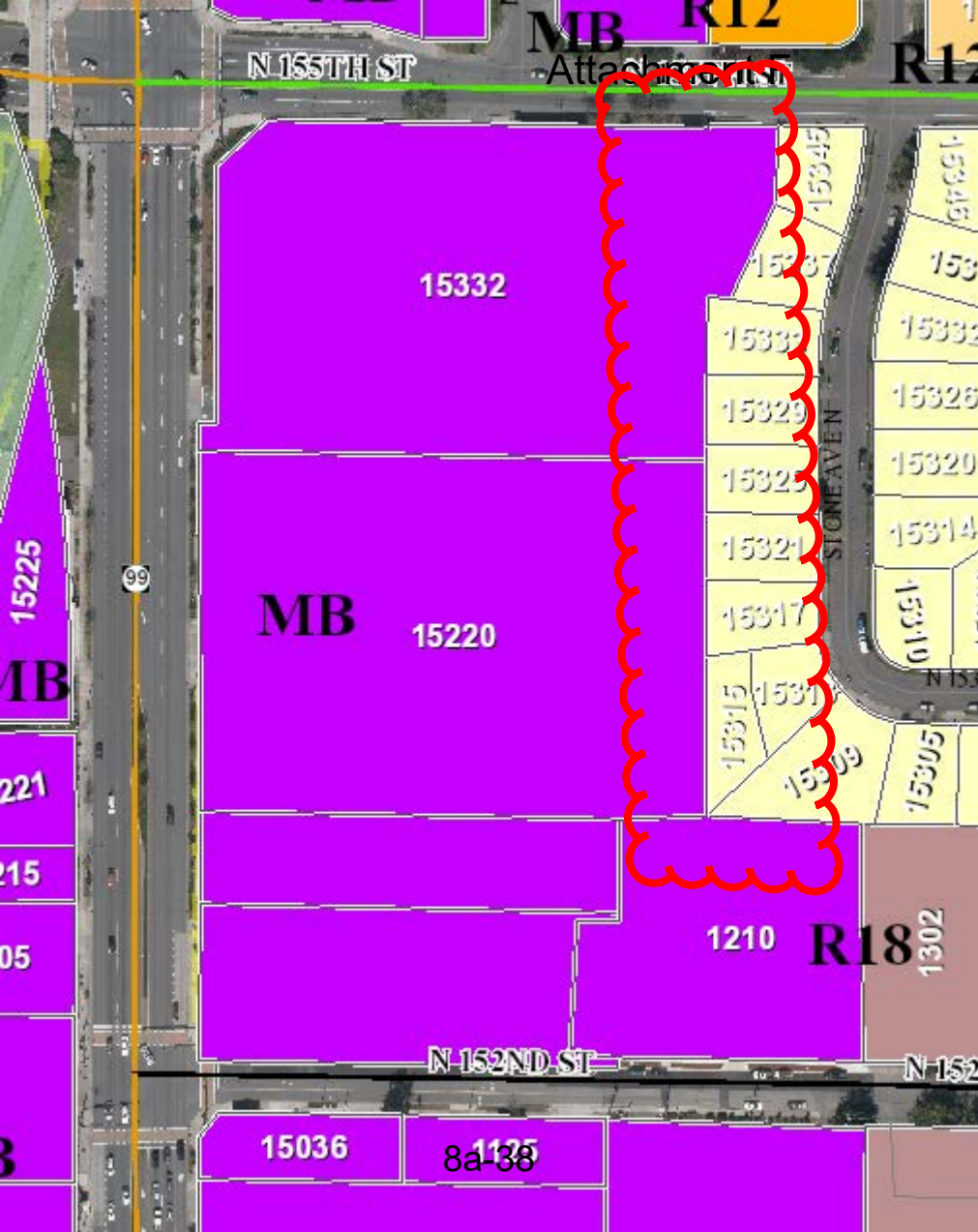
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N 152ND ST

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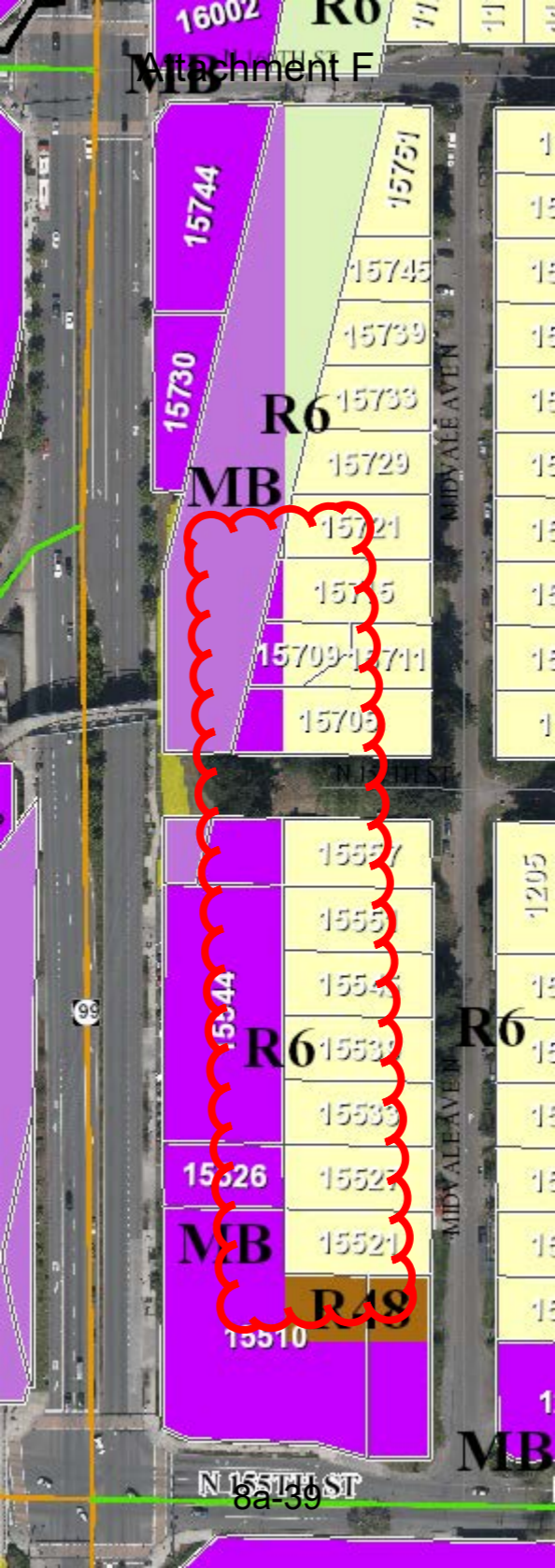
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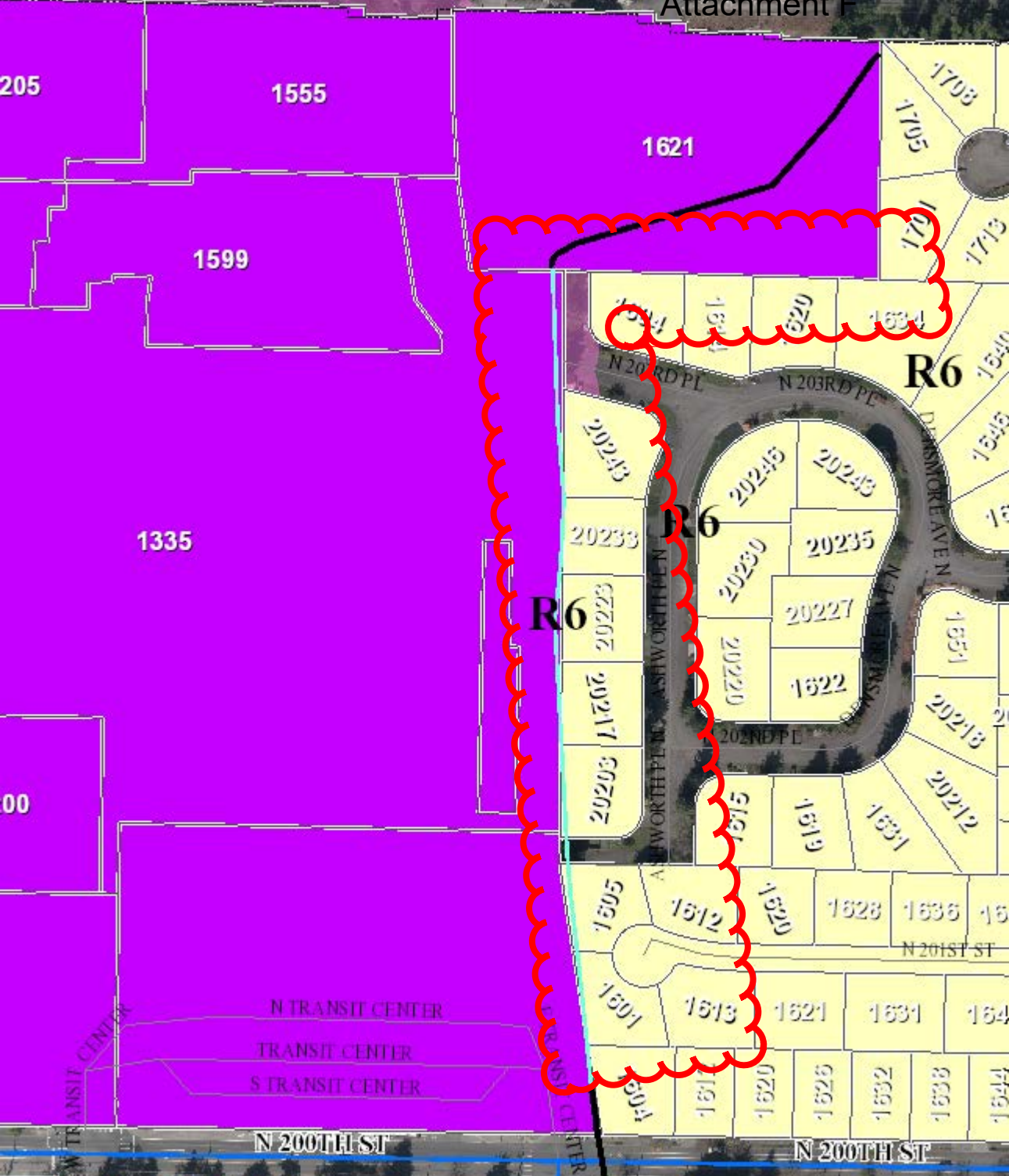
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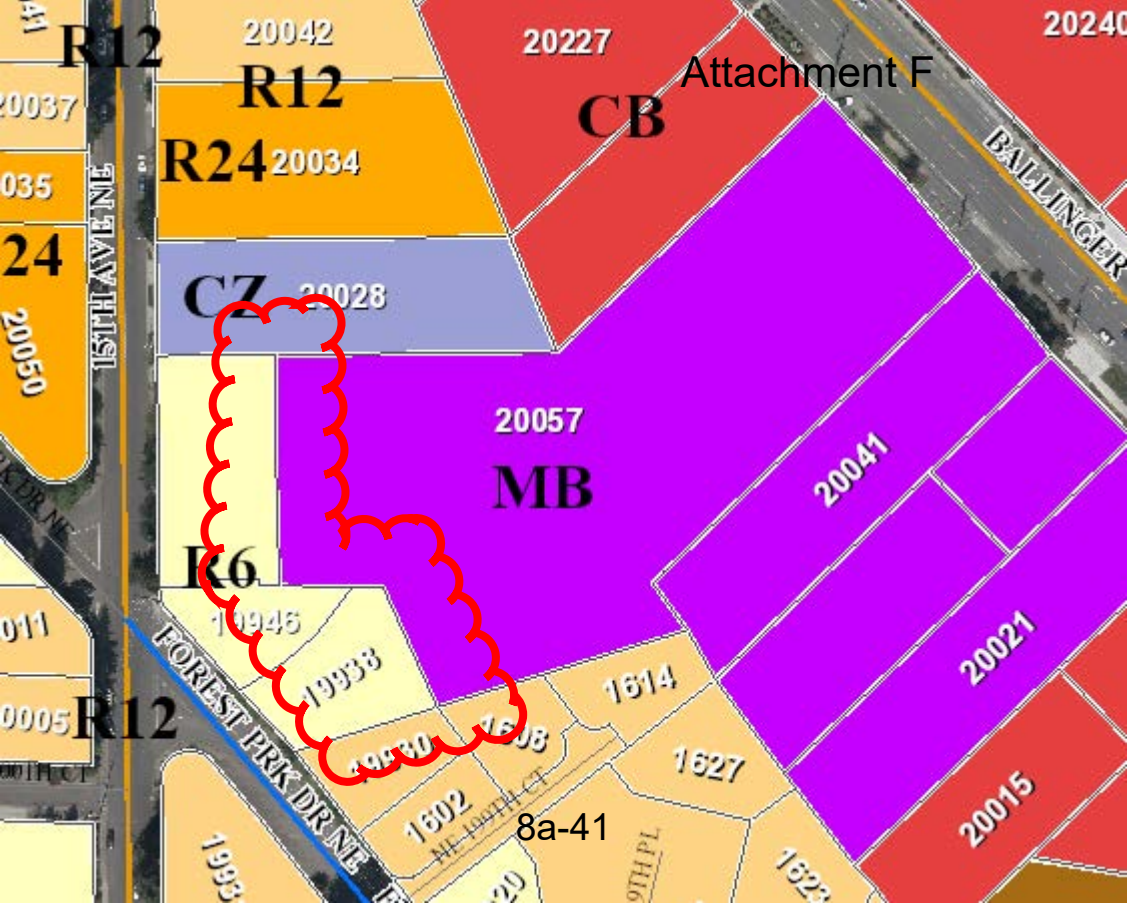


Attachment F





313 R48 NB 409 NB 475 NB 501 NB 1575 NB R12 8a-40 9920 1615 R6 631 637 643



NW 190TH ST

NW 189TH LN

NW 189TH ST

NW RCHMND BCH RD

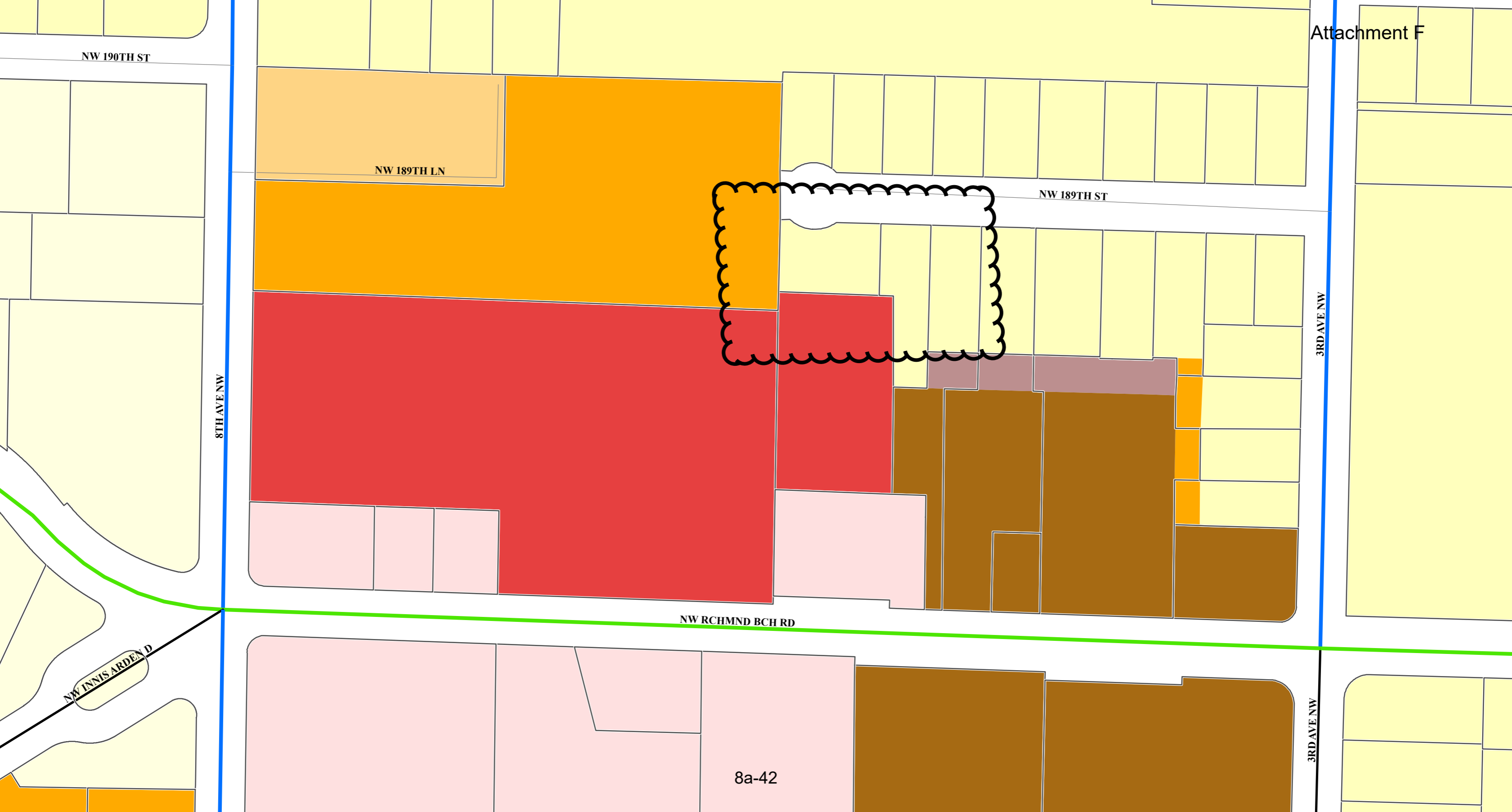
8TH AVE NW

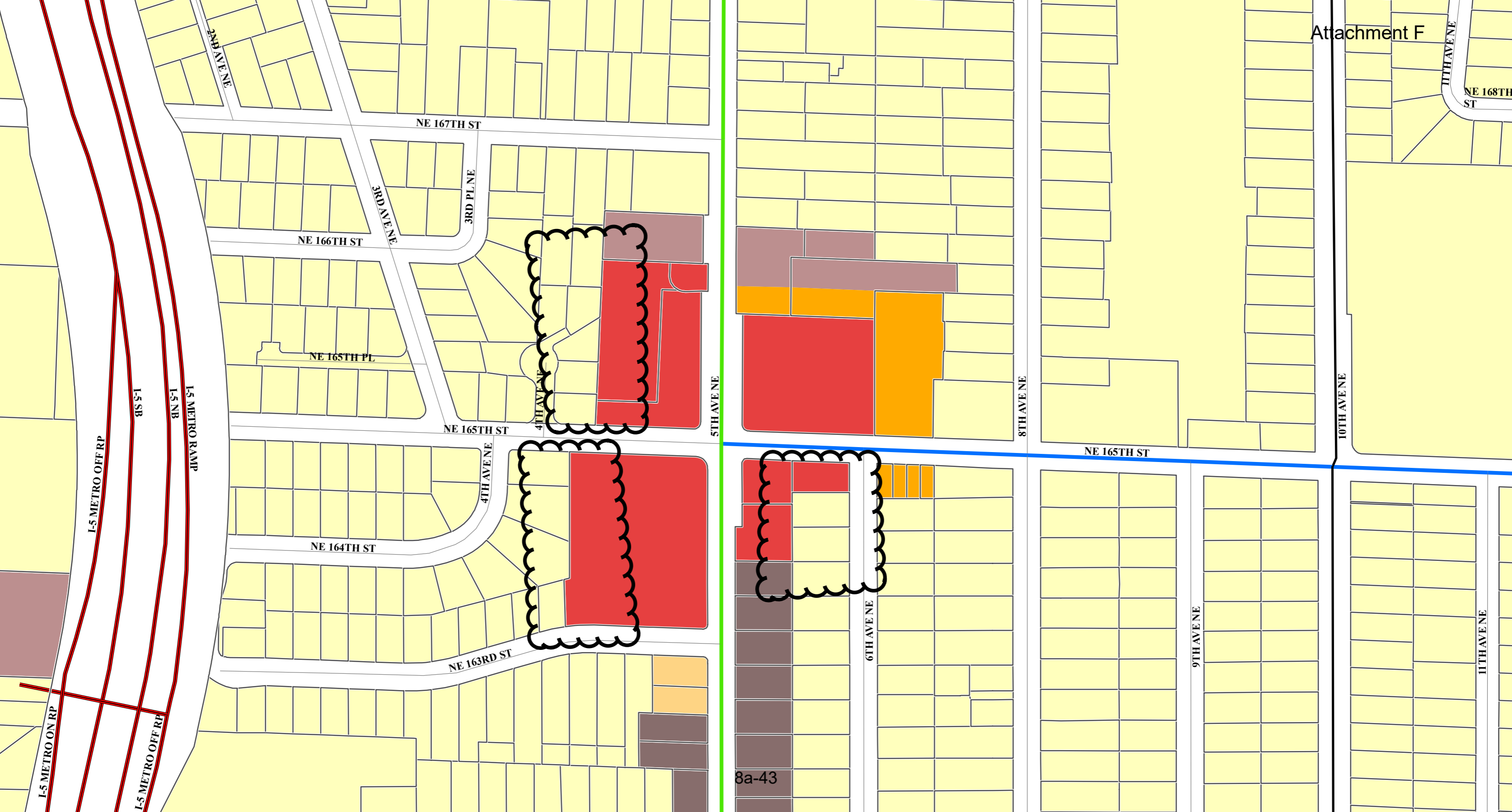
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NW INNIS ARDEN D

3RD AVE NW

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**City of Shoreline**  
**Planning & Community Development**  
17500 Midvale Avenue North Shoreline, WA 98133-4905  
Phone: (206) 801-2500 Fax: (206) 801-2788  
Email: pcd@shorelinewa.gov Web: www.shorelinewa.gov  
Permit Hours: M - F \* 8:00 a.m. to 4:00 p.m.

**COMPREHENSIVE PLAN  
GENERAL AMENDMENT  
APPLICATION**

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**Amendment proposals may be submitted at any time, however if it is not submitted prior to the deadline for consideration during that annual amendment cycle, ending on December 1st, the amendment proposal will not be considered until the next annual amendment cycle.**

Please attach additional pages to this form, as needed.

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**Contact Information** - If the proposal is from a group, please provide a contact name.

Applicant Name Debra Lee Keim  
Address 16017 26th Ave NE City Shoreline State WA Zip 98155  
Phone 206-902-6926 Fax \_\_\_\_\_ Email billandlee@mac.com

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**Proposed General Amendment** - This can be either conceptual: a thought or idea; or specific changes to wording in the Comprehensive Plan, but please be as specific as possible so that your proposal can be adequately considered. If specific wording changes are proposed please use underline to indicate proposed additions and ~~strikethrough~~ to indicate proposed deletions. **Please note that each proposed amendment requires a separate application.**

Goal NE V. Protect clean air and the climate for present and future generations ~~through reduction of~~ by limiting greenhouse gas emissions to 1.5 degree C of global warming above pre-industrial levels and promotion of efficient and effective solutions for transportation, clean industries, and development.

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**Reference Element of the Shoreline Comprehensive Plan (required) and page number (if applicable) - (e.g. Land Use, Transportation, Capital Facilities, Housing, etc.)**

Element 6 Natural Environment Page 62

**Support for the Amendment** - Explain the need for the amendment. Why is it being proposed? How does the amendment address changing circumstances or values in Shoreline? Describe how the amendment is consistent with the current Shoreline Comprehensive Plan, if inconsistent, explain why. How will this amendment benefit the citizens of Shoreline? Include any data, research, or reasonings that supports the proposed amendment. (A copy of the Shoreline Comprehensive Plan is available for use at the Planning & Community Development department, Shoreline Neighborhood Police Centers, and the Shoreline and Richmond Beach libraries).

This amendment is being proposed as a result of reading the recently published Special Report on Impacts of Global Warming of 1.5 degree C above pre-industrial levels and related global greenhouse gas emission pathways in the context of strengthening the global response to the threat of climate change, sustainable development and efforts to eradicate poverty by the Intergovernmental Panel on Climate Change SR15. This report provides a thorough scientific analysis of the dire consequences of allowing global warming to increase higher than 1.5 degree C above pre-industrial levels. The report states that global warming is likely to reach 1.5 degree C between 2030-2050 if warming continues to increase at the current rate.

The City of Shoreline has signed a joint letter committing to greenhouse gas reduction goals contained in the King County - Cities Climate Collaboration document. These greenhouse gas reduction goals were developed in 2014 and are based on reduction of 2007 level of greenhouse gas by: 25% by 2020, 50% by 2030, 80% by 2050. In light of the up to date scientific studies of climate change, it would seem imperative to revise these reduction goals to achieve the limit of 1.5 degree C. This will lead to deeper emission reductions a more rapid transition to a clean energy economy.

The citizens of Shoreline already experience the effects of climate change in longer summer drought, unhealthy smoke filled skies from increasing forest fires, decreased snow pack and associated effect on water levels and electricity rates. This amendment will show the citizens of Shoreline that their government will step up to be a leader in addressing the greatest threat of our time: global warming

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**Signature** - An amendment application can not be accepted unless the signature block below has been completed. The applicant certifies that all of the aforementioned statements in this application, any exhibits and/or maps transmitted herewith are true and the applicant acknowledges that any amendment granted based on this application may be revoked if any such statement is false.

Application Signature Debra Lee Klein Date November 29, 2018

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**PROPOSED AMENDMENTS WITHOUT THE REQUIRED APPLICATION INFORMATION MAY BE REJECTED OR RETURNED FOR ADDITIONAL INFORMATION.**



*Planning and Community Development*

17500 Midvale Avenue North  
Shoreline, WA 98133-4905  
(206) 801-2500 ♦ Fax (206) 801-2788

October 25, 2018

Joseph and Melissa Irons  
1510 NE 170<sup>th</sup> Street  
Shoreline, WA 98155

RE: Office Use in a Residential (R-8) zone at 1510 NE 170<sup>th</sup> Street

Dear Mr. and Mrs. Irons:

As discussed when we met in August, the Irons Brothers Construction Design + Build Center (“Design + Build Center”) at 1510 NE 170<sup>th</sup> Street is in a Residential (R-8) zone. The Shoreline Municipal Code (SMC) Chapter 20.40 Zoning and Use Provisions states that the purpose of the R-8 zone “is to provide for a mix of single family homes, duplexes, triplexes, townhouses, and community facilities...” You have described the Design + Build Center as the office and showroom for your remodeling and construction services. SMC Table 20.40.130 Nonresidential Uses includes the use “professional office” but denotes that this use is not permitted in the R-8 zone. This means that your Design + Build Center is in violation of the SMC and requires corrective action.

The following are options staff have identified that may accomplish compliance with the SMC:

**Option 1 – Site Specific Comprehensive Map Amendment and Concurrent Rezone.**

Apply for a Comprehensive Plan Amendment to change the Land Use Designation for 1510 NE 170<sup>th</sup> Street from Medium Density Residential to Mixed Use 2 (MU 2) and a concurrent Rezone of the property to Community Business (CB). The MU 2 Land Use Designation and the Community Business (CB) zone permit office uses. This option would require the submittal of a complete Comprehensive Plan Site Specific Map Amendment and Concurrent Rezone application no later than **December 1, 2018**. In order to resolve the Code violation, this request would need to be approved by City Council. The base fee for the Comprehensive Plan Site Specific Map Amendment and Concurrent Rezone is currently \$25,233.00 (including public hearing and SEPA Checklist review).



## Option 2 – Comprehensive Plan and Development Code Amendment

Apply for a General Comprehensive Plan Amendment to change LU2, a Residential Land Use Policy in the Land Use Element of the City’s Comprehensive Plan to allow for professional office uses. The Policy could be amended as follows:

LU2: The Medium Density Residential land use designation allows single-family dwelling units, duplexes, triplexes, zero lot line houses, townhouses, and cottage housing. Apartments and professional offices may be allowed under certain conditions. The permitted base density for this designation may not exceed 12 dwelling units per acre.

SMC 20.20.040 defines a “Professional Office” as: An office used as a place of business by licensed professionals, or persons in other generally recognized professions, which use training or knowledge of a technical, scientific or other academic discipline as opposed to manual skills, and which does not involve outside storage or fabrication, or on-site sale or transfer of commodity.

A concurrent amendment to SMC Table 20.40.130 Nonresidential Uses to permit a professional office in the R-8 zone subject to approval of a Conditional Use permit would also be needed. Allowing a professional office in the R-8 zone would match the permitting requirements for the same use in the R-18 to R-48 zones. This option would require the submittal of a complete Comprehensive Plan General Amendment and a complete Development Code Amendment application no later than **December 1, 2018**. There is currently no fee for either of these applications.

These requests would then need to be approved by the City Council and a Conditional Use Permit subsequently issued in order to resolve the Code violation.

If the Comprehensive Plan and Development Code amendments are approved by the City Council in 2019, the adopted process will likely include a requirement to obtain a Conditional Use permit to allow a professional office in the R-8 zone. The fee for a Conditional Use Permit is currently \$7,209.00. Therefore, you would be required to submit a complete Conditional Use Permit application within one month of the City Council’s approval of the proposed Comprehensive Plan and Development Code amendments to permit a professional office in an R-8 zone to avoid code enforcement action. If the Conditional Use Permit is approved and the use conforms to the conditions established through the Conditional Use Permit process and all other applicable sections of the Shoreline Municipal Code, then the professional office use at 1510 NE 170<sup>th</sup> Street would be in compliance with the SMC.

**Note:** Both Option 1 and Option 2 would follow the City’s annual 2109 Comprehensive Plan Docket and development code amendment process. There is no requirement that the City Council place a proposed amendment on the Docket or, if placed on the Docket, that it will be approved. If the City Council determines to approve such amendments, this generally would not occur until December 2019.

Senior Planner, Steve Szafran processes the Comprehensive Plan and Development Code amendments if you have any questions related to those applications. He can be reached at (206) 801-2512 or [sszafran@shorelinewa.gov](mailto:sszafran@shorelinewa.gov).

**Option 3. Discontinue using the property at 1510 NE 170<sup>th</sup> Street as a professional office.**

If you choose not to submit complete applications as described in Options 1 and 2 by **December 1, 2018**, or the City Council does place your proposed Comprehensive Plan amendment on the Docket, then a Notice and Order to Correct will be issued setting a deadline to discontinue the professional office use at this address. Please contact Ryan Odegaard, Code Enforcement Officer at 206-801-226 if you choose this option.

**1517 NE 170<sup>th</sup> Street**

You also asked about the possibility of using the property you own across the street at 1517 NE 170<sup>th</sup> Street in conjunction with the Irons Brothers Design + Build center at 1510 NE 170<sup>th</sup> Street. You described possibly using the property at 1517 NE 170<sup>th</sup> Street for outside parking of vehicles and equipment; and indoor storage of equipment, materials, etc. associated with Irons Brothers Construction in the large detached garage. 1517 NE 170<sup>th</sup> is zoned R-8 and therefore subject to the same restrictions as described above for 1510 NE 170<sup>th</sup> Street. Option 1 could be used to request a land use change and rezone for both 1510 and 1517 NE 170<sup>th</sup> Street to MU-2 and Community Business to allow "General Retail Trade/Services".

The use as described for 1517 NE 170<sup>th</sup> Street does not meet the definition of a professional office. Therefore, Option 2 does not provide a regulatory path to use this site for storing construction vehicles, equipment and materials.

Sincerely,



Rachael Markle  
Planning and Community Development, Director  
(206) 801-2531