



REVISED AGENDA V.2

STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, June 8, 2020
7:00 p.m.

Held Remotely on Zoom
<https://zoom.us/j/95015006341>

In an effort to curtail the spread of the COVID-19 virus, the City Council meeting will take place online using the Zoom platform and the public will not be allowed to attend in-person. You may watch a live feed of the meeting online; join the meeting via Zoom Webinar; or listen to the meeting over the telephone.

The City Council is providing opportunities for public comment by submitting written comment or calling into the meeting to provide oral public comment. To provide oral public comment you must sign-up by 6:30 p.m. the night of the meeting. Please see the information listed below to access all of these options:



[Click here to watch live streaming video of the Meeting on shorelinewa.gov](#)



Attend the Meeting via Zoom Webinar: <https://zoom.us/j/95015006341>



Call into the Live Meeting: (888) 475-4499 - Webinar ID: 950 1500 6341



[Click Here to Sign-Up to Provide Oral Testimony](#)

Pre-registration is required by 6:30 p.m. the night of the meeting.



[Click Here to Submit Written Public Comment](#)

Written comments will be presented to Council and posted to the website if received by 4:00 p.m. the night of the meeting; otherwise they will be sent and posted the next day.

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00

2. ROLL CALL

3. REPORT OF THE CITY MANAGER

4. COUNCIL REPORTS

5. PUBLIC COMMENT

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 by 6:30 p.m. the night of the meeting via the [Remote Public Comment Sign-in form](#). Individuals wishing to speak to agenda items will be called to speak first, generally in the order in which they have signed.

6. APPROVAL OF THE AGENDA

7:20

- | | | |
|------------|--|------------------|
| 7. | CONSENT CALENDAR | 7:20 |
| (a) | Approving Minutes of Regular Meeting of March 30, 2020 | <u>7a-1</u> |
| (b) | Approving Expenses and Payroll as of May 22, 2020 in the Amount of \$4,155,119.55 | <u>7b-1</u> |
| (c) | Authorizing the City Manager to Execute a Five-Year Garden Service Agreement Between the Kruckeberg Botanic Garden Foundation and the City of Shoreline | <u>7c-1</u> |
| 8. | ACTION ITEMS | |
| (a) | Adopting Public Emergency Resolution No. 460 - Establishing a Program Funding and Implementation Plan for the City's CARES Act Relief Funds and Approving the \$1,691,1000 Agreement with the Washington State Department of Commerce <ul style="list-style-type: none"> • Staff Presentation • Public Comment • Council Action | <u>8a-1</u> 7:20 |
| 9. | STUDY ITEMS | |
| (a) | Discussing the Planning Commission Workplan | <u>9a-1</u> 7:50 |
| (b) | Discussing Potential Changes to Community Transit | <u>9b-1</u> 8:35 |
| 10. | EXECUTIVE SESSION: Property Acquisition – RCW 42.30.110(1)(b) | 9:05 |

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

11.	ADJOURNMENT	9:25
------------	--------------------	------

The Council meeting is available in closed caption via the live streaming and archived video on <http://shorelinewa.gov>. 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 801-2230 or see the web page at www.shorelinewa.gov. Council meetings are shown on Comcast Cable Services Channel 21 and Verizon Cable Services Channel 37 on Tuesdays at 12 noon and 8 p.m., and Wednesday through Sunday at 6 a.m., 12 noon and 8 p.m.

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, March 30, 2020
7:00 p.m.

Held Remotely Via Zoom

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

ABSENT: None.

1. CALL TO ORDER

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

2. ROLL CALL

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

(a) Sexual Assault Awareness Month Proclamation

Mayor Hall announced that while formal presentations of proclamations have been suspended, he has signed a proclamation declaring April to be Sexual Assault Awareness Month in Shoreline. He urged all those affected by sexual assault to report the violation and seek support.

3. REPORT OF CITY MANAGER

Prior to the report, Mayor Hall expressed thanks to all those following directives to help slow the spread of COVID-19 and encouraged everyone to practice social distancing. He reminded residents of the importance of completing the 2020 Census.

Debbie Tarry, City Manager, provided reports and updates on the City's response to the COVID-19 outbreak, including reinforcing the Governor's Order to "Stay Home and Stay Healthy" by encouraging people to stay home, avoid nonessential trips, and observe social distancing guidelines. She reminded residents of the restrictions and closures in the parks and recreation areas. Ms. Tarry shared resources for information and support during the pandemic and described the workplace protocols in place for City employees and the availability of city services.

4. COUNCIL REPORTS

There were no Council reports.

5. PUBLIC COMMENT

Theresa LaCroix, Shoreline resident and Director of Shoreline Lake Forest Park Senior Center, shared updates on the Senior Center activities in response to the COVID-19 outbreak. She said that the center is closed, but they continue to provide meals through meals-on-wheels and an in-house delivery service. She stated the need continues to grow and since the Center is functioning without income, she asked for financial assistance from the City.

Ginny Scantlebury, Shoreline resident, spoke as a volunteer and Boardmember of the Shoreline Lake Forest Park Senior Center. She said the work being done by the Center to provide meals is an incredible service and added that the Center also has regular supportive email communications to the members. She added the Center needs funding and she hopes the City can continue to help fund the essential services.

Kelly Dahlman-Oeth, Pastor of Ronald United Methodist Church, said he is grateful for all that the City of Shoreline is doing in response to the pandemic. He expressed support for proposed Resolution No. 457. He said the church has suspended faith-based activities but has been able to keep the shelter program in operation. He described the services offered and said since they anticipate a shortfall in donations and income they are applying for funding to continue these services. He asked that the Council allocate funds.

6. APPROVAL OF THE AGENDA

Mayor Hall added an item to the agenda entitled Procedural Issues. The agenda as amended was approved by unanimous consent.

7. PROCEDURAL ISSUES

Deputy Mayor Scully moved to suspend Council Rule 5.3, which calls for meetings to be held in Council Chambers, for the duration of the emergency. The motion was seconded by Mayor Hall.

Jessica Simulcik Smith, City Clerk, explained that the Council Rules of Procedure include a rule which states that all Council Meetings shall be held in the Council Chamber. She said that in order to comply with Governor Inslee's Orders prohibiting in person meetings, the rule needs to be waived. Councilmember Roberts clarified that the suspension would last through the duration of the City's declared emergency.

The motion passed unanimously, 7-0.

8. CONSENT CALENDAR

Upon motion by Deputy Mayor Scully and seconded by Mayor Hall and unanimously carried, 7-0, the following Consent Calendar items were approved:

- (a) Authorizing the City Manager to Execute an Agreement with the King County Wastewater and Treatment Division for a \$50,000 Grant Through the King County WaterWorks Grant for the Hidden Lake Dam Removal Project**
- (b) Authorizing the City Manager to Purchase a Vector Truck, Closed-Circuit Television Inspection Van and an Inspection Mini-Van in the Amount of \$887,574 for the Public Works Wastewater Division**

9. ACTION ITEMS

- (a) Approving a Preliminary Formal Unit Lot Subdivision Dividing One Existing Parcel into Eleven (11) Unit Lots at 18512 Meridian Court N (No. PLN19-0037)

Prior to the staff presentation, Mayor Hall reminded all Councilmembers of the obligation to the Appearance of Fairness Doctrine. Upon questioning, no members of Council had any ex parte communications to disclose.

Caleb Miller, Associate Planner, delivered the staff report. Mr. Miller stated that the Hearing Examiner has recommended approval of the subdivision. Mr. Miller described the property, which is located in the 185th Street Light Rail Station Subarea. He displayed vicinity and aerial maps of the parcel and described the proposal to subdivide it into 11 unit lots for a townhouse project. Mr. Miller stated that all permit applications have been reviewed and approved by staff and their issuance is pending approval of the subdivision.

Mr. Miller shared the timeline of the process and noted that no public comment regarding the action was received after the notice of application or at the Public Hearing, and no agency comments were provided as part of the SEPA Planned Action Determination. He said both staff and the Hearing Examiner recommend approval of the application subject to the conditions listed in the Staff Report, and concluded that the proposed subdivision meets the applicable requirements of the Shoreline Municipal Code; makes appropriate provisions for public health, safety, and welfare; and serves the public use and interest.

Councilmember Robertson moved to accept the Hearing Examiner’s recommendation and approve the Preliminary Formal Subdivision PLN19-0037 subject to the conditions included in the Hearing Examiner’s recommendation. The motion was seconded by Mayor Hall.

Councilmember McGlashan said there is no reason not to support this subdivision. Councilmember Robertson agreed, and commented that in looking at the design of this project she notes the disservice to the neighborhood to not create access and community space. She said she hopes with the new townhouse design standards there are more opportunities to create community and opportunities to engage with neighbors.

The motion was approved unanimously, 7-0.

- (b) Adopting Resolution No. 457 Establishing a COVID-19 Emergency Community Response Grant Program

Colleen Kelly, Community Services Program Manager, delivered the staff presentation. Ms. Kelly started by recognizing the need for such a fund and reviewed the impacts the pandemic is having on all sectors of the community. She said the goals of the COVID-19 Emergency Community Response Grant Program are to rapidly deploy needed resources and to provide the flexibility to meet needs identified by those closest to the challenge. She said staff have reached out to the network of agencies to understand what each of them are individually struggling with, and all agencies report financial challenges.

Ms. Kelly reviewed the operational outline for the program, which consists of a proposed fund of \$100,000 and a simple online application for established 501(c)3 organizations or faith communities providing direct emergency response to Shoreline residents. She said the approach has been evaluated by the City's Administrative Services Department and includes authority for the City Manager to approve requests up to \$5,000 and gives her delegation authority up to \$3,500. Anything beyond those sums would require Council approval.

In listing the additional considerations for grant disbursement, Ms. Kelly said that staff will monitor allocations of other emergency funds to the organizations that apply, and listed examples of recent awards. She said organizations would be encouraged to request only what is known to be needed at the time of application, and that subsequent requests will be permitted. She stated that staff recommends establishing a COVID-10 Emergency Community Response Grant Program.

Mayor Hall opened the public comment period and recognized the earlier comments made during the general comment period. Seeing no additional comment, he closed the public comment period.

Deputy Mayor Scully moved approval of Emergency Resolution No. 457 as recommended by staff. The motion was seconded by Councilmember Robertson.

Deputy Mayor Scully said this Resolution addresses a concern he has had since the onset of the emergency. He recognized that a network of area human services providers is working to meet the expanded need brought on by the impacts of the epidemic. He said it makes sense to support the existing service partners rather than create a new program to meet the needs. He summarized specifics of the grant program and said he is confident it meets the goals and stated that he is prepared, should the need arise, to ask for additional funding. He added that this funding comes from the City's General Fund, and if allocations beyond what this resolution establishes are needed the Council may have to make some tough choices to support them.

Councilmember Robertson thanked Deputy Mayor Scully for his leadership and partnership on this initiative. She said she believes this effort is a way to support the community. She stated that she likes that the City is not just directing people to service partners but is also putting financial support toward the efforts. She said she appreciates the flexibility and immediacy of the grant program, which has room for adjustments as needs evolve.

Councilmember Roberts said this Resolution is a tremendous first step toward helping residents.

Councilmember Roberts moved to add Section 1(c) to the Resolution to direct specific allocation of Grant Funds of 35 Thousand Dollars to Hopelink and 15 Thousand Dollars to Sound Generations. The motion was seconded by Deputy Mayor Scully.

Councilmember Roberts said he reviewed the funding requests from Hopelink and Sound Generations for 2019-2020 and, since their asks have been vetted by Council and Human Services staff as known needs, there is no reason to wait on granting these funds. He added that his amendment would still leave \$50 Thousand Dollars available to other applicants.

Councilmember Robertson said it is worth noting that Hopelink has been granted funds from the Seattle Foundation in addition to money already allocated by the City and questioned if Hopelink needs the full amount right now. Since the Senior Center did not receive support from the Seattle Foundation, she is interested in allocating additional funding to them.

Councilmember McConnell said that she had a conversation with Ms. LaCroix, Director of the Senior Center, who estimated costs for responding to this crisis and listed the funding efforts being made by the Center. Ms. LaCroix stated that this is the first time the Center has provided groceries to participants, which is an unbudgeted, but urgent need for many seniors, many of whom are making their first requests for support. Councilmember McConnell said Ms. LaCroix reports they have already exhausted the funding from a Sound Generations loan, so she is comfortable with allocating \$15K now and would prefer to give more. She said Pastor Kelly stated that he is waiting to see the outcome of other funding asks before requesting money from Shoreline because he does not want to take away from other organizations with greater need. Councilmember McConnell asked Council to keep in mind that Ms. Tarry said establishing grant funding of up to \$300K would be manageable.

Mayor Hall asked staff for an update on the Senior Center's funding support options and for clarification on the impact the distribution of groceries has on their budget. Ms. Tarry shared details of available resources and needs that were conveyed to her during a recent conversation with the Senior Center and Sound Generations. Ms. Tarry said she did not know the financial breakdown of donated versus purchased groceries being provided.

Ms. Tarry elaborated that in the Seattle Foundation's first round of funding, the City was limited to nominate two organizations, and based on the established criteria, felt ICHS and the Center for Human Services would be most eligible to qualify. She said she has told the Sound Cities Association representative that the Senior Center provides critical services in the community and Shoreline would like to see funding for the Senior Center considered in the second round of awards.

Deputy Mayor Scully confirmed that funds Councilmember Roberts is proposing to allocate to the Senior Center and Hopelink would be a portion of the \$100K, not in addition to it. He said he is not inclined to support the amendment because he is not sure that Hopelink needs the funding. Additionally, he said he prefers that all providers participate in the application and review process to make sure accurate information is being evaluated and that he will be in favor of supporting the needs of the Senior Center.

Councilmember Chang asked for an explanation of why the Senior Center was not eligible for the funding from the Seattle Foundation, since other senior centers did receive grants. Ms. Kelly said that there is limited information available on the selection process. Councilmember Chang said it would be good to get more information on how to qualify for future available funds. Ms. Kelly said she is not sure that the ‘not eligible’ phrase is exactly right, and she thinks it is possible that at the time, the Senior Center was not sufficiently on the radar of the task force making the allocations. Ms. Kelly said she does not know details of the second round of the awards process so it is difficult to predict what will happen with future allocations.

Councilmember McGlashan said that the Resolution is a great idea, but he will not be supporting the amendment right now since the extent of needs is not known. He said that he wants to support the Senior Center, but for this first round of grants he wants to wait and see all applications because a lot of organizations need help.

Mayor Hall said he will be supporting the Resolution but will not support amendments to earmark funding for specific organizations with no opportunity for review ahead of time. He likes that the Resolution is structured to give policy direction and then let staff make the decisions about the merits of each application, like other grants the City awards. As much as the Council might think they know about a particular nonprofit, elected officials are probably not the right ones to be choosing how much money each organization gets. He said if there are specific needs down the road, he is open to considering them.

Councilmember Roberts said that the reason Hopelink and the Sound Generations are different than other potential grant applicants is that they have previously asked for this money through the normal process. He said this is not a new ask and stated that he thinks they will have future needs, so if Council is committed to supporting them, they should consider doing it now.

The motion to amend failed, 2-5, with Councilmembers Roberts and McConnell voting in favor.

Councilmember McGlashan asked if it is the intent that these funds only go to serve Shoreline residents, or if the service organizations would have discretion in this area. Ms. Kelly said the organizations that would be considered are those that are Shoreline-based and serving predominantly Shoreline residents. Deputy Mayor Scully pointed out the section of the Resolution that asks for affirmation that the funding be predominantly directed to Shoreline residents and said that it was worded that way to keep Shoreline money in the City. Councilmember McGlashan clarified that the intent of his request was to make sure organizations would not be charged with additional administrative requirements to put the funding to work.

Councilmember McConnell said she would want to make sure the grant money goes to the Shoreline branch of Hopelink. Mayor Hall emphasized to Ms. Kelly that the general Council policy direction is that they want to be confident that the City funding provided through the General Fund tax dollars will be used primarily to benefit people in Shoreline. Ms. Kelly

responded that it would not be difficult to stipulate that a Hopelink request for funds from this grant money be used for services being offered out of the Shoreline facility.

The main motion carried unanimously, 7-0.

10. STUDY ITEMS

(a) Discussing Park Improvements and Property Acquisition Priorities and Funding

Eric Friedli; Parks, Recreation, and Cultural Services Director, delivered the staff presentation. Mr. Friedli shared background on the Parks, Recreation, and Open Space (PROS) Plan, including the work on park concept designs, the establishment of a Park Funding Advisory Committee, and stakeholder and community meetings; which ultimately resulted in Proposition 1 being added to the general election ballot in 2019. He recapped the scope of the proposition, which failed to pass. He described the strategic action initiatives established as part of the PROS Plan that relate to park improvements and acquisition and pointed out the 2020-2022 Council Goals and Workplan re-emphasize the importance of park improvements and land acquisition.

Mr. Friedli displayed the list of questions for discussion and stated that prior to the outbreak of COVID-19 staff was prepared to recommend that Council direct staff to prepare legislation and other materials necessary for placing a funding measure on the August 2020 ballot for parks improvements and acquisition. He stated that, given the current health emergency and the potential impacts it may have on the economy, staff recommends that Council delay putting this on the ballot any earlier than November 2020. He shared the timeline for next steps if the Council would prefer to place it on the August ballot.

Mayor Hall agreed that given the current emergency and related guidelines for Council actions, it is prudent to postpone a ballot measure. Mayor Hall proposed that the Council delay consideration of a ballot measure until the November 2020 ballot at the earliest, and to direct staff to continue moving forward with other routine elements of the PROS Plan and acquisitions for which funding is available, to which the Councilmembers shared consensus.

Deputy Mayor Scully emphasized that the Governor's Order in place for governing bodies is to only take action on necessary, routine, or COVID related items, and staff is amending the meeting agendas appropriately. He reminded Council that if any one of them sees an item rescheduled that they think meet the criteria, bring it to the Mayor's attention. Mayor Hall concurred and explained that, in the case of this study item, it was determined necessary to bring the question regarding the ballot measure forward.

Councilmember McConnell asked if the topic would be brought back to the agenda in time to be eligible for the November ballot, and Mayor Hall and Ms. Tarry stated that it depends on when the Governor's Orders are lifted. Ms. Tarry emphasized that it is important to give the public full opportunity to participate in a ballot measure and the current circumstances somewhat limit participation.

Councilmember Robertson thanked Mr. Friedli for his work and advocacy and shared a recent conversation with a resident who said he has never felt more strongly than now about the need to access parks and open spaces. She said she looks forward to being able to move forward on this later.

Councilmember Roberts agreed with the importance of a robust conversation on the matter when the time comes, not being short circuited in any way to make a deadline. Mayor Hall expressed a similar opinion, and the Councilmembers generally recognizing that if they move forward with a ballot measure it must reflect what the community and Council want.

Mr. Friedli told Council there are a few active opportunities that staff continues to pursue, and that the City will continue to look for opportunities to fund what they can from other sources. Mayor Hall said it is his opinion that if there is something in the PROS Plan that has been discussed as something Council wants to move forward, then the final approval that comes back to Council would fall within the ‘routine’ category. Councilmembers generally agreed with his interpretation.

11. ADJOURNMENT

At 8:45 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of May 22, 2020
DEPARTMENT:	Administrative Services
PRESENTED BY:	Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$4,155,119.55 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
Test EFT-not issued		91131			\$0.00
4/5/20-4/18/20	4/24/2020	91132-91330	16994	78945-78952	\$972,363.45
4/19/20-5/2/20	5/8/2020	91331-91528	16995	79129-79134	\$763,318.13
Q1 2020 L&I	4/28/2020			78953	\$43,748.22
Q1 2020 ESD	4/28/2020			78954	\$18,250.51
					<u>\$1,797,680.31</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
4/27/2020	1160	\$7,341.46
		<u>\$7,341.46</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
4/26/2020	78649	78660	\$580.62
4/26/2020	78661	78684	\$1,210.27

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
4/26/2020	78685	78709	\$929.62
4/26/2020	78710	78740	\$1,333.07
4/26/2020	78741	78761	\$831.82
4/26/2020	78762	78791	\$1,177.85
4/26/2020	78792	78827	\$1,822.93
4/26/2020	78828	78851	\$1,043.86
4/26/2020	78852	78895	\$1,747.89
4/26/2020	78896	78896	\$5,000.00
4/28/2020	78897	78918	\$755,342.08
4/28/2020	78919	78926	\$36,628.20
4/28/2020	78927	78944	\$356,719.71
5/5/2020	78955	78967	\$104,200.54
5/5/2020	78968	78971	\$2,566.87
5/5/2020	78972	78979	\$61,668.25
5/7/2020	78345	78345	(\$5,000.00)
5/7/2020	78980	78980	\$5,000.00
5/12/2020	78981	78995	\$43,777.81
5/12/2020	78996	79025	\$5,223.78
5/12/2020	79026	79055	\$5,404.75
5/12/2020	79056	79079	\$27,425.50
5/12/2020	79080	78083	\$54,690.79
5/12/2020	78084	79092	\$827.31
5/12/2020	79093	79094	\$40,321.51
5/12/2020	79095	79111	\$358,932.89
5/12/2020	79112	79128	\$39,340.29
5/19/2020	79135	79149	\$275,216.93
5/19/2020	79150	79158	\$158,216.93
5/19/2020	79159	79164	\$7,915.71
			<u>\$2,350,097.78</u>

Approved By: City Manager DT City Attorney MK

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute a Five-Year Garden Service Agreement (#9659) Between the Kruckeberg Botanic Garden Foundation and the City of Shoreline
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Eric Friedli, Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City currently has two agreements with the Kruckeberg Botanic Garden Foundation (KBGF), both of which expire on June 30, 2020. The Residence Service Agreement (#8604) was entered into in September 2016 after the death of Dr. Art Kruckeberg. The Residence Service Agreement was specific to the use of the house previously occupied by Dr. Kruckeberg. The Garden Service Agreement (#8182) was entered into in July 2015 and covered the use and maintenance of the garden and other buildings. The proposed Garden Service Agreement (Attachment A), which has a term of five years, combines the two agreements and covers the garden, residence, and other facilities and structures. The Service Agreement acknowledges the City and the Kruckeberg Botanic Garden Foundation (KBGF) have a shared goal of preserving, enhancing and encouraging public access to the Kruckeberg Botanic Garden.

The proposed Agreement includes provisions for maintenance, preservation and enhancement of the plant collection, and ensures the Garden remains an environmental and educational resource for all residents of Shoreline. The relationship between the City and KBGF warrants periodic review to ensure it meets the changing needs of the Foundation and the City. The KBGF and City staff entered into an extensive review of the existing Agreements in late-2019. That review resulted in a new Garden Service Agreement proposal that most accurately reflects current needs of the KGBF and requirements of the City. Tonight, Council is being asked to authorize the City Manager to execute this new Service Agreement between the KBGF and the City of Shoreline.

RESOURCE/FINANCIAL IMPACT:

The financial obligation of the City to the Foundation continues to be subject to biennial budget review and City Council approval. City funding provides resources to the Foundation to provide program and maintenance support for the Garden.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the proposed five-year Garden Service Agreement between the Kruckeberg Botanic Garden Foundation and the City of Shoreline.

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

BACKGROUND

The Kruckeberg Botanic Garden was first begun in 1958 by Professor Arthur (Art) Rice Kruckeberg and his wife Mareen from a 4-acre plot and farmhouse in Richmond Beach. Art and Mareen grew nearly every plant from seed or cutting. They took an informal, naturalistic approach to design, combining northwest native plants with unusual and rarely cultivated species collected from the West coast of the country and around the world. The result is a unique Puget Sound Basin woodland garden. The garden contains more than 2,000 plant species and several of the trees on the property are the largest or rarest in the state.

In 1998, the Kruckeberg Botanic Garden Foundation (KBGF) was founded with the objective of conserving the garden. The KBGF was created to assist with the management of the plant collection, garden maintenance, and conduct tours and workshops. The KBGF is a designated tax-exempt 501(c) (3) organization that is governed by a Board of Directors.

To preserve the botanic garden for future generations to enjoy, Dr. Kruckeberg signed a Conservation Easement in 2003 that protects the property in perpetuity from development. The easement was originally held by the Dunn Historic Garden Trust's Board of Directors and the Cascade Land Conservancy. In 2016, the Conservation Easement was transferred to the KBGF.

The City purchased the 3.9-acre property in 2007. As part of the purchase and sale agreement the City entered into a Service Agreement with the KBGF and a Residential Lease Agreement with Dr. Kruckeberg.

In 2010, the City Council adopted a Master Plan for the Garden. The Garden Service Agreement was amended in 2011 to recognize the new Master Plan. After an extensive review of the Agreement in 2014, a new Garden Service Agreement (#8182) was executed in July 2015 to more accurately reflect the needs of the Foundation and requirements of the City. The current Garden Service Agreement will expire June 30, 2020.

Dr. Kruckeberg passed away in 2016 ending the Residential Lease Agreement. The KBGF and the City entered into the Residence Service Agreement (#8604). The termination of the Residential Service Agreement was established as June 30, 2020 to coincide with the end of the Garden Service Agreement with the intention that a single Garden Service Agreement would be developed to replace both.

DISCUSSION

The relationship between the City and KBGF warrants periodic review to ensure it meets the changing needs of the Foundation and the City. The KBGF and City staff entered into an extensive review of the Agreement in 2019 that resulted in this new Garden Service Agreement (Attachment A) proposal that most accurately reflects current needs of the Foundation and requirements of the City.

Changes incorporated into the proposed agreement include the following, and can be seen in track changes version of the Agreement in Attachment B:

- Section 1.2 – Noting change in the Conservation Easement from the E.B. Dunn Historic Garden Trust to the Kruckeberg Botanic Garden Foundation.
- Section 2.1 – General Maintenance Responsibilities, added subsection G – Security Monitoring and subsection H-Emergency Notification.
- Section 2.2 – New Section – Clarify Use of Buildings.
- Section 2.3 – New Section – Assign Gate responsibility to the Foundation.
- Section 3.4 – New Section – Signage responsibility.
- Section 3.5 - Clarification of services to be provided by the City for the Maintenance of the Garden Facilities.
- Section 4.3 - Clarification of the Washington State Department of Labor & Industry reporting requirements regarding the intent to pay prevailing wages.
- Section 4.4 – Leasehold Excise Tax responsibility.
- Section 4.5 – States new reimbursement requests procedures.
- Section 7.2 and 7.3 – Clarifies contract termination with or without cause.
- Section 8 – New Section – Force Majeure detail and responsibilities.

While some of the terms of the proposed Services Agreement have been updated to keep pace with growth and development of the Garden, the financial obligation of the City to the Foundation continues to be subject to biennial budget review and City Council approval. City funding provides resources to the Foundation to provide program and maintenance support for the Garden.

The KBGF Board of Directors has reviewed and adopted the agreement.

RESOURCE/FINANCIAL IMPACT

The financial obligation of the City to the Foundation continues to be subject to biennial budget review and City Council approval. City funding provides resources to the Foundation to provide program and maintenance support for the Garden.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the proposed five-year Garden Service Agreement between the Kruckeberg Botanic Garden Foundation and the City of Shoreline.

ATTACHMENTS

Attachment A: Proposed Kruckeberg Botanic Garden Service Agreement (#9659)
Attachment B: Comparison of 2015 Garden Service Agreement and proposed Garden Service Agreement – Tracked Changes

KRUCKEBERG BOTANIC GARDEN SERVICE AGREEMENT #9659

This BOTANIC GARDEN SERVICE AGREEMENT ("Agreement") is made and entered into by and between KRUCKEBERG BOTANIC GARDEN FOUNDATION, a Washington nonprofit corporation, ("Foundation"), and the City of Shoreline ("City"), on the date provided below. The Foundation and the City may be each individually referred to as a "Party" and collectively as the "Parties."

1. Recitals

- 1.1 The City is the owner of that certain real property located at 20312 15th Avenue N.W., Shoreline, King County, Washington, is more particularly described as follows ("Property"):

PARCEL 1 - S ½ OF THE NW ¼ OF THE NW ¼ OF THE NW ¼, LESS THE W 270 FEET THEREOF, SITUATED IN SEC. 1, TOWNSHIP 26 N, RANGE 3 E, W.M.

PARCEL 2 - W 270 FEET OF S ½ OF NW ¼ OF THE NW ¼ OF THE NW ¼, LESS N 176.47 FEET THEREOF, AND LESS COUNTY ROAD, SITUATED IN SEC. 1, TOWNSHIP 26 N, RANGE 3 E.W.M.

King County Tax Parcel Nos. 012603-9378 and 012603-9219

- 1.2 The Property is subject to a perpetual conservation easement originally held by the E.B. Dunn Historic Garden Trust and recorded with King County under Recording No. 20031017000833, which, among other things restricts the uses and activities on the Property ("Conservation Easement"). In 2016, the E.B. Dunn Historic Garden Trust assigned and conveyed all its rights, obligations, and interests in the Conservation Easement to the Kruckeberg Botanic Garden Foundation and recorded this act with King County under Recording No. 20161209000591.
- 1.3 The Property contains a unique, natural, Northwest garden created by Arthur R. Kruckeberg and Mareen Kruckeberg. By preserving and enhancing the native plant collection and introducing rare plant species, this unique collection of plants has been sustained in an undeveloped natural area ("Garden").
- 1.4 The Foundation's goal is to ensure the Kruckeberg Botanic Garden is dedicated to fostering and providing educational, cultural and aesthetic enrichment to the community and all who visit.
- 1.5 The Foundation is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250. Foundation is included in the "Cumulative List of Organizations described in Section 170(c) of the

Internal Revenue Code" published by the Internal Revenue Service.

- 1.6 The Parties have common goals of ensuring the perpetual maintenance of the Garden, protecting the Property from uses contrary to preservation of its botanic collections and providing to the general public passive aesthetic, cultural and educational opportunities relating to the Garden (hereafter "Goals").
- 1.7 The Foundation was formed specifically for the purpose of advancing the Goals. The terms and conditions of this Agreement are intended by the Parties to ensure fulfillment of the Goals and the Foundation is willing to maintain and operate the Garden for the City in exchange for certain benefits and payments.
- 1.8 In addition to the Garden, the Property contains: a single-family home and an accessory dwelling unit (the "Buildings"); a greenhouse currently used for propagation and maintained by the Foundation (the "Greenhouse"); sheds for tool and equipment storage, benches for display of plants and nursery work, elevated boardwalks and a pergola ("the Structures"); Public Art and a Parking Lot. All the above are collectively referred to herein as the "Garden Facilities."

Now, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in order to maintain the Property, the Garden Facilities in their current condition or better, and to ensure the public receives access to the benefits and aesthetic values inherent in botanic gardens, the Parties agree as follows:

2. Foundation's Rights and Responsibilities

2.1 General Maintenance Responsibilities.

- A. Garden. The Foundation agrees to operate, maintain and improve the Garden so as to maintain and enhance a regionally significant botanic garden and collection of species native to lowland forests of the Puget Sound Basin, as well as non-native species compatible with the region, based on the botanic diversity, woodland setting, and naturalistic design of the Garden existing on the effective date of the City's Master Site Plan("Plan") that was approved on September 13, 2010. The Garden shall be maintained based on the Plan and the Guiding Principles in Attachment A. The Foundation shall conduct its services, including any Foundation plant propagation, in a manner that ensures public access consistent with the Conservation Easement and the Master Site Plan.
- B. Plant Collections. The Foundation shall maintain, enhance and develop the plant collections and nursery displays, and where appropriate add new specimens. Computer and other records pertaining to the botanic collection, including mapping plant locations shall be maintained and updated as necessary.
- C. Irrigation. The Foundation shall perform routine maintenance and repair of the irrigation system including winterization.
- D. Equipment Maintenance. The Foundation shall perform routine maintenance and

repair of site equipment that is used by the Foundation to maintain the Garden.

- E. Buildings, Greenhouse, and Parking Lot Use and Maintenance. The Foundation shall be responsible for routine maintenance of the Building, the Parking Lot, the Structures, and the Greenhouse. The Foundation shall be responsible for any maintenance or repair of the Greenhouse and Structures. For clarity, this obligation shall not extend to the maintenance or repair of the Building, utilities on the property, or the parking lot. The Foundation may make, after getting any required permits and written approval from the PRCS Director, non-structural modifications to the Building including but not limited to painting, plumbing and electrical systems.
 - F. Maintenance of Artwork. The Foundation shall be responsible for the cleaning and required maintenance and removal of temporary art installed as part of Foundation programming.
 - G. Security Monitoring. The Foundation shall routinely patrol the Property to ensure the Garden and its collections are properly secured. As necessary, the Foundation shall promptly notify the City of undesirable, dangerous, or questionable situations or conditions on the Property that might reasonable merit review by the City, but which are not of an emergency nature. Such notice shall be addressed to the City's Park Superintendent.
 - H. Emergency Notification. The Foundation shall immediately notify 911 emergency and the City's Customer Response Team if the Foundation becomes aware of any act of vandalism, fire, or any casualty, or other condition involving imminent danger or loss of life or injury to persons or to the public property in the Garden.
- 2.2 Use of the Buildings. The Foundation shall have use and occupancy of the Building for the purpose of providing the Foundation with office space, education space, private meeting space, storage space, and other uses related to operating and fundraising for the Foundation without prior approval of the City's Parks, Recreation, and Cultural Services (PRCS) Director.
- 2.3 Gates. The Foundation shall be responsible for opening and closing the gates to the Garden each day consistent with the hours of operation established by the PRCS Director.
- 2.4 Public Outreach and Education. The Foundation shall provide staff for supervision of volunteers, docent/steward training programs, garden tours, horticultural programs, lectures and other educational programs.
- 2.5 Use of Property for Events. The Foundation may use the Property for Foundation-sponsored events and programs without prior approval of the City consistent with Attachment B and as long as the events and programs do not conflict with City sponsored activities or limit reasonable public access.

- 2.6 Plant Propagation and Fundraising. In order to further support the Parties Goals, the Foundation may use existing Garden plant stock for on-site plant propagation for exclusive fundraising by the Foundation as long as the propagation does not damage existing plant stock or interfere with Garden aesthetics or public access. The Foundation may conduct ongoing plant sales and a larger annual plant sale event on the Property and the parties shall identify areas of the Property that may be secured from public access by the Foundation for these retail sale activities.
- 2.7 Work Plan. The Foundation shall prepare on or before July 15 of each year an annual work plan for the operation and maintenance of the Garden Facilities outlining a proposed schedule of activities, planned events, anticipated volume of visitors, and budget for the upcoming year. This plan shall include budget recommendations for City expenditures to enhance the Garden and include sustainability practices. The budget may include a line item request for funding for one-time equipment expenditures necessary to fulfill the responsibilities outlined in this Agreement.

3. City's Rights and Responsibilities

- 3.1 Waste Pickup. The City or the City's contractor shall haul garbage, yard debris and recyclables from the designated bins at the Garden. Upon request by the Foundation, the City may assist with annual spring and fall clean-up at the Garden by hauling away extra waste and debris upon written request to and approval by the PRCS Director. The Foundation shall be allowed to haul extra non-hazardous waste and debris to the City's disposal facility at Hamlin Park without prior approval from the PRCS Director.
- 3.2 City Support for Garden Maintenance. Upon request by the Foundation, City staff and equipment may be made available as resources allow. All requests shall be submitted in writing to the Parks Director.
- 3.3 Utilities for Garden Maintenance. The Foundation shall not be responsible for the payment of electrical, water, and sewer used for Garden maintenance. The City shall pay for the reasonable cost of utilities (electricity, gas, water, sewer, and garbage) for the Building.
- 3.4 Signage. The City shall maintain signage stating the name of the Garden and the hours of operation.
- 3.5 Maintenance
- A. Garden Facilities. The City shall be responsible for non-routine maintenance and repairs to the Buildings, Parking Lot, pathways and trails, and fences. City staff may make modifications to the irrigation system and shall be responsible for major maintenance to the irrigation system. The City shall maintain plumbing, heating and electrical systems and structural components of the Building including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable for the purposes intended by this Agreement.

- B. Artwork. The City shall be responsible for the cleaning and required maintenance of City-owned permanent artwork installed on the property.
- 3.6 Public Benefit. In consideration of the public benefit received by the citizens of Shoreline due to the Foundation's work at a City public park, the City shall provide the following:
- A. Printing. The City shall provide a printing allowance for marketing materials for the Garden, as determined by the annual budget. Additional printing requests may be submitted to the Parks Director.
 - B. Grant Writing / Other Fund-Raising Assistance. The City may provide grant writing research and assistance to the Foundation, as resources are available.
 - C. Marketing, Promotion of Garden and Class Registration. The City may market Garden activities in the Recreation Guide and advertise activities in the City *Currents* publication as space is available. In addition, the City may include Garden information on the City website. No fee shall be charged to the Foundation for marketing Garden-related activities such as activities aimed at increasing Garden awareness, use, or improvement.
 - D. Use of City Facilities for Foundation Meetings and Fundraising. Subject to prior scheduling approval from the City, the Foundation may use the City Hall facilities for monthly meetings, public workshops sponsored by the Foundation, and its annual fundraising event. No fee shall be charged for rental of the City Hall facilities. Use of City facilities must comply with the City's Rental Policies.

4. Payments

- 4.1 Reimbursement for Services. The City shall pay to the Foundation a quarterly payment for services provided pursuant to this agreement. A Request for Reimbursement form and supporting quarterly report shall be completed and submitted to the PRCS Director within five (5) working days of completion of the quarter for which reimbursement is sought. The City shall reimburse the Foundation within thirty (30) calendar days of receiving the Request for Reimbursement form. The quarterly reimbursement shall be no more than twenty-five percent (25%) of the annual amount approved by the City Council in the biennial budget.
- 4.2 Prevailing Wage. The Foundation shall pay its personnel the State prevailing wages for laborers. The minimum prevailing wage rate paid for each year shall be the rate in effect on January 1 of each year. The Foundation shall file annually the Intent to Pay Prevailing Wages form and an Affidavit of Wages Paid form with the Department of Labor and Industries. At the request of the City, the Foundation shall share its payroll information with the City.
- 4.3 Leasehold Excise Tax. If Washington State requires the City to collect a Leasehold Excise Tax (LHET) because the Foundation has a leasehold interest in the Property and Garden Facilities, then the Foundation shall remain liable for the LHET; it may not be paid through

the provision of Public Services or by City reimbursement. For the purpose of calculating the LHET, the Taxable Rent is \$1,756.07 per month and the LHET tax rate in effect at the time of quarterly payment

- 4.4 Submittals. The Foundation shall send Requests for Reimbursement to the: City of Shoreline, Attn: Accounts Payable, 17500 Midvale Avenue N., Shoreline, WA 98133-4906 or email at accountspayable@shorelinewa.gov.

5. Quarterly and Annual Meetings and Reports

- 5.1 Meetings. The parties shall meet once a quarter or more often if needed for progress/status reports and to manage issues as they arise.
- 5.2 Annual Report. An annual report shall be completed by the Foundation for presentation to the Parks, Recreation and Cultural Services Board and/or the City Council during the second quarter of the following year. This report shall include all revenues and expenditures for the year, annual Garden attendance figures, a listing of all classes and activities, and a listing of any Garden improvements.

6. Insurance and Indemnification

- 6.1 Property Insurance. The City shall provide property insurance covering the Property, including the Building, Greenhouse, and other accessory structures.
- 6.2 Liability Insurance. The Foundation shall obtain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The policy is to contain, or be endorsed to contain, provisions that (1) Foundation's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Foundation's insurance; and (2) Foundation's insurance coverage shall not be cancelled except after thirty (30) days prior written notice to the City.
- 6.3 Indemnification.
- 6.3.1. The City shall defend, indemnify, and hold the Foundation, its directors, officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the City, its agents or employees arising out of or in connection with the performance of this Agreement.
- 6.3.2. The Foundation shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Foundation, its agents or employees arising out of or in connection with the performance of this Agreement.

6.3.3. It is further specifically and expressly understood that the indemnification provided herein constitutes the City and Foundation's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Term and Termination

- 7.1 Term. The term of this Agreement shall be five (5) years starting on the Effective Date, unless earlier terminated as provided herein ("Term"). This Agreement may be extended in five (5) year increments by mutual agreement of the Parties with said agreement effectuated by a written amendment to this Agreement.
- 7.2 Termination for Cause. Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement and the Dispute Resolution Process set forth in this section has failed to reach resolution. The Party wishing to terminate this Agreement for cause shall provide the other Party with written notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) calendar days of the notice. If the failure or breach is not corrected or cured within the time period provided, then the non-breaching Party is free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. A Party may decline to participate in alternative dispute resolution for any reason or no reason. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations in the same manner and under the same terms as existed prior to the dispute.
- 7.3 Termination Without Cause. Either Party may terminate this Agreement without cause with not less than one hundred eighty (180) days written notice to the other party.
- 7.4 In the event this Agreement is terminated without cause by the City, the Foundation shall be entitled to a prorated payment of the quarterly allowance and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent either party from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Foundation. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- 7.5 Dissolution of Foundation. If the Foundation dissolves, liquidates otherwise ceases to operate as an organization or is otherwise unavailable to perform the scope of services, the City may, at its option, after written notice cancel this Agreement.
- 7.6 Documents. In the event of termination, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Foundation pursuant to this Agreement shall be submitted to the City.

8. Force Majeure

Neither Party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A Party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

9. Ownership of Documents

9.1 Ownership. All documents, data, drawings, specifications, software applications and other products or materials produced by the Foundation in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Foundation are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Foundation harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Foundation upon confirmation from the City that they are subject to disclosure under the Public Records Act.

9.2 Public Records. The Foundation acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Foundation in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor.

9.3 Confidentiality. The Foundation shall preserve the confidentiality of all City documents and data that the City identifies in writing as confidential at the time of disclosure and is accessed for use in Foundation's work product.

10. Independent Contractor Relationship

10.1 The Foundation is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Foundation and the City during the period of this Agreement shall be that of an independent contractor, not employee. The Foundation, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Foundation shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by

this Agreement, and the Foundation shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Foundation is to be paid by it alone, and that in employing such workers, it is acting individually and not as an agent for the City.

- 10.2 The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Foundation or any employee of the Foundation.

11. Notice

Unless otherwise directed in writing, all notices and reports shall be delivered to the Parties at the following addresses:

Foundation at: Kruckeberg Botanic Garden Foundation
P.O. Box 60035
Shoreline, WA 98160-0035
or
20312 15th Ave. NW
Shoreline, WA 98177

City at:
Shoreline PRCS Director
17500 Midvale Ave. N
Shoreline, WA 98133-4905

12. Miscellaneous Provisions

- 12.1 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto.
- 12.2 Effective Date. The Effective Date of this Agreement shall be when fully executed by both Parties.
- 12.3 Modification. This Agreement may be modified only by written agreement of the Parties.
- 12.4 Assignment. Parties may not assign their interests or duties under this Agreement without the prior written consent of the other Party.
- 12.5 Third Party Rights. Under no circumstances shall this Agreement create any third-party rights.
- 12.6 Authority. Any undersigned representative of a Party to this Agreement certifies that they are fully authorized to enter into the terms and conditions of this Agreement and to legally execute, and bind such party to, this Agreement.

- 12.7 Captions. The captions of this Agreement are for convenience and ease of reference only, and in no way define, limit, or describe the scope or intent of this Agreement.
- 12.8 Governing Law. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of Washington.
- 12.9 Venue. Venue for any action to enforce this Agreement shall be King County Superior Court.
- 12.10 Nondiscrimination. In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, honorably discharged veteran or military status, or in the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.
- 12.11 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 12.12 Parties Bound. The terms and conditions of this Agreement, and any assignment thereof, shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns.
- 12.13 Authority to Execute. Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the dates provided below

KRUCKEBERG BOTANIC FGARDEN FOUNDATION

CITY OF SHORELINE

Katie Schielke, President

Debbie Tarry, City Manager

Date

Date

Approved as to form:

Margaret King, City Attorney

Guiding Principles for the Kruckeberg Botanic Garden

Arthur R. Kruckeberg

The founding principle of the Kruckeberg Botanic Garden was that plant diversity is one of the wonders of the natural world and that there is both scientific and educational value to presenting that diversity in a natural setting. The setting of the Garden is that of a remnant Puget Sound lowland ecosystem, with a matrix of native conifers and understory vegetation among which plants from this and other biomes are grown that complement the beauty and diversity of the native flora. Throughout the development of the Garden, plants, whether native or exotic, have been selected for their beauty and uniqueness, thus providing the added amenity of horticultural value for the plants in the collection.

In order to preserve this vision for the future of the Kruckeberg Botanic Garden, the following principles can serve as a guide to the future management of the Garden.

- The native flora of the Pacific Northwest (PNW) should always be a primary theme in the Garden and should be defined by the broad climatic zone that is shared by a contiguous region ranging from Northern California to parts of the northern Rockies west to Montana and north to British Columbia.
- The Garden should maintain a preference (though this need not be exclusive) for plants in naturally occurring form, including natural hybrids and varieties, over garden hybrids and cultivars. However, the overriding principle of diversity and the goal of having plants that complement naturally occurring forms permits the judicious selection of garden varieties.
- For plants not native to the PNW, plants from similar climatic zones and plants taxonomically related to our native flora should have preference. Due to the climatic similarity and biogeographic connection, East Asian plants are a strong preference. Secondarily, other cool temperate Mediterranean climates (e.g., Chile), will provide valuable components to the Garden.
- Represented in the Garden are several taxonomic groups and one specialized ecological habitat that are of particular interest to the founders and of particular value due to the diversity of these collections. These include the oaks (*Quercus* spp.), conifers (especially the diversity of unusual conifer families and genera), and the serpentine garden, which represents the founder's primary contributions to science. Other taxonomic groups that would fit well with the principles on which the Garden has been developed and might merit augmenting include maples (*Acer* spp.), witch hazels (*Hamamelidaceae*), and the hydrangea family (*Hydrangeaceae*). In addition, continued expansion of native woodland herbaceous perennials would be desirable and would permit increased biodiversity in a space-limited setting.

ATTACHMENT A

- While the woodland garden is a prominent theme in the Garden, the 'meadows' provide an important habitat to display sun-loving plants and special collections in rockeries, including the serpentine collection. An effort should be made to prevent over-planting the meadows with trees, in order to maintain the high light environment necessary for these collections and to preserve the vision of expansiveness of the open meadow.
- The Garden should continue to serve as a reserve for germplasm of rare and unusual plants from the PNW and elsewhere. The Garden should participate in native plant seed collection and support collaborations that bring appropriate new plants into the Garden from foreign locations. Propagation of the Garden's diversity by the MsK Nursery shall be perpetuated.
- The Garden should continue to be managed as the primary source material for the MsK Nursery. Where feasible, existing plants should be perpetuated from Garden collections.
- The Garden should take care to avoid the use of showy displays of cultivated plants for aesthetic purposes only.

ATTACHMENT B

The Foundation is required to seek City approval for the following types of events:

1. Events with 50 individuals or more.
2. Events with sound amplification devices.
3. Events where concessions are sold.
4. Events where liquor is sold.

KRUCKEBERG BOTANIC GARDEN SERVICE AGREEMENT

This BOTANIC GARDEN SERVICE AGREEMENT ("Agreement") is made and entered into by and between KRUCKEBERG BOTANIC GARDEN FOUNDATION, a Washington nonprofit corporation, ~~having an address of P.O. Box 60035, Shoreline, WA 98160-0035~~ ("Foundation"), and the City of Shoreline ("City"), on the date provided below. The Foundation and the City may be each individually referred to as a "Party" and collectively as the "Parties."

1. Recitals

- 1.1 The City is the owner of that certain real property located at 20312 15th Avenue N.W., Shoreline, King County, Washington, is more particularly described as follows ("Property"):

PARCEL 1 - S ½ OF THE NW ¼ OF THE NW ¼ OF THE NW ¼, LESS THE W 270 FEET THEREOF, SITUATED IN SEC. 1, TOWNSHIP 26 N, RANGE 3 E, W.M.

PARCEL 2 - W 270 FEET OF S ½ OF NW ¼ OF THE NW ¼ OF THE NW ¼, LESS N 176.47 FEET THEREOF, AND LESS COUNTY ROAD, SITUATED IN SEC. 1, TOWNSHIP 26 N, RANGE 3 E.W.M.

King County Tax Parcel Nos. 012603-9378 and 012603-9219

~~1.2 The Property is subject to that certain perpetual conservation easement, granted by Arthur R. Kruckeberg to the E.B. Dunn Historic Garden Trust ("Dunn Garden Trust") on October 14, 2003 and recorded on October 17, 2003 at King County AF# 20031017000833, which, among other things, restricts the uses and activities on the Property ("Conservation Easement").~~

1.2 The Property is subject to a perpetual conservation easement originally held by the E.B. Dunn Historic Garden Trust and recorded with King County under Recording No. 20031017000833, which, among other things restricts the uses and activities on the Property ("Conservation Easement"). In 2016, the E.B. Dunn Historic Garden Trust assigned and conveyed all its rights, obligations, and interests in the Conservation Easement to the Kruckeberg Botanic Garden Foundation and recorded this act with King County under Recording No. 20161209000591.

~~1.2 The Property is subject to a perpetual conservation easement, granted by Arthur R. Kruckeberg to the E.B. Dunn Historic Garden Trust on October 14, 2003 and recorded on October 17, 2003 at King County AF# 20031017000833, which, among other things restricts the uses and activities on the Property ("Conservation Easement"). This easement was re-assigned by the E.B. Dunn Historic Garden Trust, a Washington State nonprofit, having a mailing address at PO Box 77126, Seattle, WA 98177 to the Kruckeberg Botanic Garden Foundation, a Washington State nonprofit, having a mailing address at PO Box 60035,~~

~~Shoreline, WA 98160-0035 on December 9, 2016 and recorded at King County
AF#20161209000591.~~

- 1.3 The Property contains a unique, natural, Northwest garden created by Arthur R. Kruckeberg and Mareen Kruckeberg. By preserving and enhancing the native plant collection and introducing rare plant species, this unique collection of plants has been sustained in an undeveloped natural area ("Garden").
- 1.4 The Foundation's goal is to ensure the Kruckeberg Botanic Garden is dedicated to fostering and providing educational, cultural and aesthetic enrichment to the community and all who visit.
- 1.5 The Foundation is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and 84.34.250. Foundation is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service.
- 1.6 The Parties have common goals of ensuring the perpetual maintenance of the Garden, protecting the Property from uses contrary to preservation of its botanic collections and providing to the general public passive aesthetic, cultural and educational opportunities relating to the Garden (hereafter "Goals").
- 1.7 The Foundation was formed specifically for the purpose of advancing the Goals. The terms and conditions of this Agreement are intended by the Parties to ensure fulfillment of the Goals and the Foundation is willing to maintain and operate the Garden for the City in exchange for certain benefits and payments.
- 1.8 In addition to the Garden, the Property contains: ~~residences which include~~ a single-family home and (the "Home Building") and adjacent living quarters an accessory dwelling unit (the "Buildings") (the "Cottage"), collectively referred to as the "Buildings"; a greenhouse currently used for propagation and maintained by the Foundation (the "Greenhouse"); sheds for tool and equipment storage, and benches for display of plants and nursery work, elevated boardwalks and a pergola ("the Structures"); Public Art and a Parking Lot. All the above are collectively referred to herein as the "Garden Facilities."

Now, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in order to maintain the Property, the Garden Facilities in their current condition or better, and to ensure the public receives access to the benefits and aesthetic values inherent in botanic gardens, the Parties agree as follows:

2. Foundation's Performance Rights and Responsibilities

2.1 General Maintenance Standards Responsibilities.

- A. Garden. The Foundation agrees to operate, maintain and improve the Garden so as to maintain and enhance a regionally significant botanic garden and collection of species native to lowland forests of the Puget Sound Basin, as well as non-native species compatible with the region, based on the botanic diversity, woodland setting, and naturalistic design of the Garden existing on the effective date of the City's Master Site Plan ("Plan") that was approved on September 13, 2010. The Garden shall be maintained based on the Plan and the Guiding Principles in Attachment A. The Foundation shall conduct its services, including any Foundation plant propagation, in a manner that ensures public access consistent with the Conservation Easement and the Master Site Plan.
- B. Plant Collections. The Foundation shall maintain, enhance and develop the plant collections and nursery displays, and where appropriate add new specimens. Computer and other records pertaining to the botanic collection, including mapping plant locations shall be maintained and updated as necessary.
- C. Irrigation. The Foundation shall perform routine maintenance and repair of the irrigation system including winterization.
- D. Equipment Maintenance. The Foundation shall perform routine maintenance and repair of site equipment that is used by the Foundation to maintain the Garden.
- E. Buildings, Greenhouse, and Parking Lot Use and Maintenance. The Foundation shall be responsible for routine maintenance of the the spaces used by the Foundation within the Buildings (the basement office, bathroom, and storage areas within the Home), the Parking Lot, the Structures, and the Greenhouse. The Foundation shall be responsible for any maintenance or repair of the Greenhouse and Structures. For clarity, this obligation shall not extend to the maintenance or repair of the Building, utilities on the property, or the parking lot. ~~The Foundation shall notify City representative of any major repair issues on the Property of which the Foundation becomes aware.~~ The Foundation may make, after getting any required permits and written approval from the PRCS Director, non-structural modifications to the Building including but not limited to painting, plumbing and electrical systems.
- F. Maintenance of Artwork. The Foundation shall be responsible for the cleaning and required maintenance and removal of temporary art installed as part of Foundation programming.
- G. Security Monitoring. The Foundation shall routinely patrol the Property to ensure the Garden and its collections are properly secured. As necessary, the Foundation shall promptly notify the City of undesirable, dangerous, or questionable situations or conditions on the Property that might reasonable merit review by the City, but which are not of an emergency nature. Such notice shall be addressed to the City's Park Superintendent.
- H. Emergency Notification. The Foundation shall immediately notify 911 emergency and the City's Customer Response Team if the Foundation becomes aware of any act of vandalism, fire, or any casualty, or other condition involving imminent danger or

loss of life or injury to persons or to the public property in the Garden.

The Foundation shall notify City representative of any major repair issues on the Property of which the Foundation becomes aware.

2.2 Use of the Buildings. The Foundation shall have use and occupancy of the Building for the purpose of providing the Foundation with office space, education space, private meeting space, storage space, and other uses related to operating and fundraising for the Foundation without prior approval of the City's Parks, Recreation, and Cultural Services (PRCS) Director.

2.3 Gates. The Foundation shall be responsible for opening and closing the gates to the Garden each day consistent with the hours of operation established by the PRCS Director.

2.2.4 Public Outreach and Education. The Foundation shall provide staff for supervision of volunteers, docent/steward training programs, garden tours, horticultural programs, lectures and other educational programs.

2.5 Use of Property for Fundraising Events. The Foundation may use the Property for Foundation- sponsored events and programs without prior approval of the City consistent with Attachment B and as long as the events and programs do not conflict with City sponsored activities or limit reasonable public access.

2.3.2.6 Plant Propagation and Fundraising. In order to further support the Parties Goals, the Foundation may use existing Garden plant stock for on-site plant propagation for exclusive fundraising by the Foundation as long as the propagation does not damage existing plant stock or interfere with Garden aesthetics or public access. The Foundation may conduct ongoing plant sales and a larger annual plant sale event on the Property and the parties shall identify areas of the Property that may be secured from public access by the Foundation for these retail sale activities.

2.4.2.7 Work Plan. The Foundation shall prepare on or before July 15 of each year an annual work plan for the operation and maintenance of the Garden Facilities outlining a proposed schedule of activities, planned events, anticipated volume of visitors, and budget for the upcoming year. This plan shall include budget recommendations for City expenditures to enhance the Garden and include sustainability practices. The budget may include a line item request for funding for one-time equipment expenditures necessary to fulfill the responsibilities outlined in this Agreement.

3. City's Performance Rights and Responsibilities

3.1 Waste Pickup. The City or the City's contractor shall haul garbage, yard debris and recyclables from the designated bins at the Garden. Upon request by the Foundation, the City may assist with annual spring and fall clean-up at the Garden by hauling away extra waste and debris upon written request to and approval by the PRCS Director. The Foundation shall be allowed to haul extra non-hazardous waste and debris to the City's disposal facility at Hamlin Park without prior approval from the PRCS Director.

3.2 City Support for Garden Maintenance. Upon request by the Foundation, City staff and equipment may be made available as resources allow. All requests shall be submitted in writing to the Parks Director.

3.3 Utilities for Garden Maintenance. The Foundation shall not be responsible for the payment of electrical, water, and sewer used for Garden maintenance. The City shall pay for the reasonable cost of utilities (electricity, gas, water, sewer, and garbage) for the Building.

3.3.4 Signage. The City shall maintain signage stating the name of the Garden and the hours of operation.

3.5 Maintenance

A. Garden Facilities. The City shall be responsible for non-routine maintenance and repairs to the Buildings, Parking Lot, pathways and trails, and fences. City staff may make modifications to the irrigation system and shall be responsible for major maintenance to the irrigation system. The City shall maintain plumbing, heating and electrical systems and structural components of the Building including, but not limited to, the roofs, floors, walls, chimneys, fireplaces, foundations, and all other structural components, in reasonably good repair so as to be usable for the purposes intended by this Agreement. ~~City staff shall be responsible for spring irrigation system activation and fall winterization of irrigation and well equipment.~~

B. Artwork. The City shall be responsible for the cleaning and required maintenance of City-owned permanent artwork installed on the property ~~unless by an amendment to this Agreement.~~

3.6 Public Benefit. In consideration of the public benefit received by the citizens of Shoreline due to the Foundation's work at a City public park, the City shall provide the following:

~~C.A.~~ Printing. The City shall provide a printing allowance for marketing materials for the Garden, as determined by the annual budget. Additional printing requests may be submitted to the Parks Director.

~~D.B.~~ Grant Writing / Other Fund-Raising Assistance. The City may provide grant writing research and assistance to the Foundation, as resources are available.

~~E.C.~~ Marketing. Promotion of Garden and Class Registration. The City may market Garden activities in the Recreation Guide and advertise activities in the City *Currents* publication as space is available. In addition, the City may include Garden information on the City website. ~~The City cable Channel 21 may be available for Garden information and City sponsored events and programs.~~ No fee shall be charged to the Foundation for marketing Garden-related activities such as activities aimed at increasing Garden awareness, use, or improvement. ~~No fee shall be charged to the Foundation for processing registration for activities and classes published in the Recreation Guide or for online registration for Foundation classes and events.~~

F.D. Use of City Facilities for Foundation Meetings and Fundraising. Subject to prior scheduling approval from the City, the Foundation may use the City Hall facilities for monthly meetings, public workshops sponsored by the Foundation, and its annual fundraising event. No fee shall be charged for rental of the City Hall facilities. Use of City facilities must comply with the City's Rental Policies.

4. Payments

4.1 ~~Quarterly Allowance~~Reimbursement for Services. The City shall pay to the Foundation a quarterly ~~allowance payment~~ for services ~~for Garden maintenance and enhancement provided pursuant to this agreement.~~ A Request for Reimbursement form and supporting quarterly report shall be completed and submitted to the PRCS Director within five (5) working days of completion of the quarter for which reimbursement is sought. The City shall reimburse the Foundation within ~~21~~thirty (30) calendar days of receiving the Request for Reimbursement form. The quarterly reimbursement shall be no more than twenty-five percent (25%) of the annual amount approved by the City Council in the biennial budget.

4.2 Prevailing Wage. The Foundation shall pay its personnel the State prevailing wages for laborers. The minimum prevailing wage rate paid for each year shall be the rate in effect on January 1 of each year. The Foundation shall file annually the Intent to Pay Prevailing Wages form and an Affidavit of Wages Paid form with the Department of Labor and Industries. At the request of the City, the Foundation shall share its payroll information with the City.

4.3 Leasehold Excise Tax. If Washington State requires the City to collect a Leasehold Excise Tax (LHET) because the Foundation has a leasehold interest in the Property and Garden Facilities, then the Foundation shall remain liable for the LHET; it may not be paid through the provision of Public Services or by City reimbursement. For the purpose of calculating the LHET, the Taxable Rent is \$1,756.07 per month and the LHET tax rate in effect at the time of quarterly payment

4.4 Submittals. The Foundation shall send Requests for Reimbursement to the: City of Shoreline, Attn: Accounts Payable, 17500 Midvale Avenue N., Shoreline, WA 98133-4906 or email at accountspayable@shorelinewa.gov.

5. ~~Implementation of Agreement~~Quarterly and Annual Meetings and Reports

5.1 Meetings. The parties shall meet once a quarter or more often if needed for progress/status reports and to manage issues as they arise.

5.2 Annual Report. An annual report shall be completed by the Foundation for presentation to the Parks, Recreation and Cultural Services Board and/or the City Council during the second quarter of the following year. This report shall include all revenues and expenditures for the year, annual Garden attendance figures, a listing of all classes and activities, and a listing of any Garden improvements.

6. Insurance and Indemnification

- 6.1 Property Insurance. The City shall provide property insurance covering the Property, including the Building, Greenhouse, and other accessory structures premises.
- 6.2 Liability Insurance. The Foundation shall obtain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The policy is to contain, or be endorsed to contain, provisions that (1) Foundation's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Foundation's insurance; and (2) Foundation's insurance coverage shall not be cancelled except after thirty (30) days prior written notice to the City.
- 6.3 Indemnification.
- 6.3.1. The City shall defend, indemnify, and hold the Foundation, its directors, officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the City, its agents or employees arising out of or in connection with the performance of this Agreement.
- 6.3.2. The Foundation shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Foundation, its agents or employees arising out of or in connection with the performance of this Agreement.
- 6.3.3. It is further specifically and expressly understood that the indemnification provided herein constitutes the City and Foundation's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Term and Termination

- ~~7.1~~ Term. The term of this Agreement shall be five (5) years starting on the Effective Date, ~~with five 5-year options to extend by mutual agreement,~~ unless earlier terminated as provided herein ("Term"). This Agreement may be extended in five (5) year increments by mutual agreement of the Parties with said agreement effectuated by a written amendment to this Agreement.
- ~~7.2~~
- ~~7.3~~ Termination. ~~The Parties may terminate this Agreement with cause only after compliance with the dispute resolution process under Sections 8.1 and 8.2. In the event of such termination, all finished or unfinished documents, data, studies, worksheets,~~

~~models and reports, or other material prepared by the Foundation pursuant to this Agreement shall be submitted to the City.~~

7.4.7.1

Remedies

7.2 Termination for Cause. ~~Either Party may terminate this Agreement for cause in the event that the other Party fails to fulfill its material obligations under this Agreement and the Dispute Resolution Process set forth in this section has failed to reach resolution. The Party wishing to terminate this Agreement for cause shall provide the other Party with written notice of its intent to terminate and shall give the other Party an opportunity to correct the failure to perform or breach within thirty (30) calendar days of the notice. If the failure or breach is not corrected or cured within the time period provided, then the non-breaching Party is free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. A Party may decline to participate in alternative dispute resolution for any reason or no reason. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations in the same manner and under the same terms as existed prior to the dispute.~~

~~7.5 Notice and Opportunity to Cure.~~ ~~In the event either party fails to perform as required by this Agreement, written notice of the default shall be given, and the defaulting party shall have thirty (30) days from the date of receipt of the notice to cure the default or longer if circumstances warrant.~~

~~7.6 Dispute Resolution.~~ ~~If the default is not cured after notice within the timeframe specified in Section 8.1, the parties shall enter into non-binding mediation with a mutually agreeable third party as the mediator. If such mediation is not successful, then the parties shall proceed to binding arbitration.~~

~~7.7.3 Termination Without Cause.~~ ~~The Foundation~~ ~~Either Party may reserves the right to terminate this Agreement without cause with not less than one hundred eighty (180) days written notice to the other party. , or in the event the City fails to pay the Foundation's outstanding invoices within 30 days following notice of default.~~

~~7.8.4~~ 7.4 In the event this Agreement is terminated without cause by the City, the Foundation shall be entitled to a prorated payment of the quarterly allowance and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent either party from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Foundation. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

7.5 Dissolution of Foundation. ~~If the Foundation dissolves, liquidates otherwise ceases to operate as an organization or is otherwise unavailable to perform the scope of services, the City may, at its option, after written notice cancel this Agreement.~~

7.6 Documents. ~~In the event of termination, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Foundation pursuant to this Agreement shall be submitted to the City.~~

8. Force Majeure

Neither Party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A Party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice, but no more than two (2) working days after the event, of the impediment and its effect on the ability to perform; failure to provide such notice shall preclude recovery under this provision.

8.9. Ownership of Documents

8.19.1 Ownership. All documents, data, drawings, specifications, software applications and other products or materials produced by the Foundation in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Foundation are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Foundation harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Foundation upon confirmation from the City that they are subject to disclosure under the Public Records Act.

8.29.2 Public Records. The Foundation acknowledges that the City is a public agency subject to Washington's Public Records Act, chapter 42.56 RCW, and that all documents produced by the Foundation in connection with the services rendered under this Agreement may be deemed a public record as defined in the Public Records Act and that if the City receives a public records request, unless a statute exempts disclosure, the City must disclose the record to the requestor.

8.39.3

8.49.4 Confidentiality. The Foundation shall preserve the confidentiality of all City documents and data that the City identifies in writing as confidential at the time of disclosure and is accessed for use in Foundation's work product.

10. Independent Contractor Relationship

10.1 The Foundation is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Foundation and the City during the period of this Agreement shall be that of an independent contractor, not employee. The Foundation, not the City, shall have the power to control and direct the

details, manner or means of services. Specifically, but not by means of limitation, the Foundation shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Foundation shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Foundation is to be paid by it alone, and that in employing such workers, it is acting individually and not as an agent for the City.

- 10.2 The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Foundation or any employee of the Foundation.

11. Notice

Unless otherwise directed in writing, all notices and reports shall be delivered to the Parties at the following addresses:

Foundation at: Kruckeberg Botanic Garden Foundation
P.O. Box 60035
Shoreline, WA 98160-0035
or
20312 15th Ave. NW
Shoreline, WA 98177

City at:
Shoreline PRCS Director
17500 Midvale Ave. N
Shoreline, WA 98133-4905

12. Miscellaneous Provisions

- 12.1 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto.
- 12.2 Effective Date. The Effective Date of this Agreement shall be when fully executed by both Parties.
- 12.3 Modification. This Agreement may be modified only by written agreement of the Parties.
- 12.4 Assignment. Parties may not assign their interests or duties under this Agreement without the prior written consent of the other Party.
- 12.5 Third Party Rights. Under no circumstances shall this Agreement create any third party rights.
- 12.6 Authority. Any undersigned representative of a Party to this Agreement certifies that they are fully authorized to enter into the terms and conditions of this Agreement and to

legally execute, and bind such party to, this Agreement.

- 12.7 Captions. The captions of this Agreement are for convenience and ease of reference only, and in no way define, limit, or describe the scope or intent of this Agreement.
- 12.8 Governing Law. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of Washington.
- 12.9 Venue. Venue for any action to enforce this Agreement shall be King County Superior Court, Washington.
- 12.10 Nondiscrimination. In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical handicap or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, sexual orientation, honorably discharged veteran or military status, or in the presence of any sensory, mental or physical handicap, or the use of a trained dog guide or service animal by a person with a disability.
- 12.11 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 12.12 Parties Bound. The terms and conditions of this Agreement, and any assignment shall thereof, shall be binding upon, and inure to the benefit of, the Parties and their respective personal representatives, heirs, successors, and assigns.
- ~~12.12~~ 12.13 Authority to Execute. Each person executing this Agreement on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms

IN WITNESS HEREOF, the Parties have executed this Agreement as of the dates provided below

KRUCKEBERG BOTANIC FGARDEN FOUNDATION

CITY OF SHORELINE

Katie Schielke, President

Debbie Tarry, City Manager

Date

Date

Approved as to form:

Margaret King, City Attorney

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Adopting Public Emergency Resolution No. 460 - Establishing a Program Funding and Implementation Plan for the City's CARES Act Relief Funds and Authorizing the City Manager to Enter into an Interagency Agreement with the Washington State Department of Commerce for Coronavirus Relief Funds
DEPARTMENT:	City Manager's Office Administrative Services Community Services
PRESENTED BY:	John Norris, Assistant City Manager Colleen Kelly, Community Services Manager Bethany Wolbrecht-Dunn, Grants Administrator
ACTION:	<input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On April 27, 2020, Governor Inslee announced that the State would award almost \$300 million in Federal CARES Act Coronavirus Relief Funds (Relief Funds) to local governments not eligible to receive a direct allocation. Shoreline's award is \$1,691,100. These funds are to be used for Shoreline's response to the COVID-19 emergency.

Relief Funds are available for a broad usage of local response to the COVID-19 crisis through October 31, 2020, including small business support, human services support and City direct COVID-19 costs. In response to community feedback and needs, City staff is recommending the Relief Funds awarded to Shoreline be programmed in the following manner:

- \$981,100 for City direct COVID-19 Response,
- \$410,000 for a Small Business Support Program, and
- \$300,000 for a Human Services Support Program.

Tonight, Council is scheduled to take action on Public Emergency Resolution No. 460 (Attachment A), which would establish the funding and implementation plan as noted above for the City's CARES Act Relief Funds. As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

RESOURCE/FINANCIAL IMPACT:

This resolution identifies program expenditures in the amount of \$1,691,100 for COVID-19 related expenditures through October 31, 2020 for reimbursement using federal CARES Act funding. The City is anticipating reimbursement of these fund by the State by the end of 2020.

RECOMMENDATION

Staff recommends that Council move to adopt Public Emergency Resolution No. 460 which establishes a program funding and implementation plan for the City's CARES Act Relief Funds and authorize the City Manager to enter into an Interagency Agreement with the Washington State Department of Commerce for \$1,691,100 in Coronavirus Relief Funds.

Approved By: City Manager ***DT*** City Attorney ***JA-T***

BACKGROUND

A federally declared disaster related to the COVID-19 health emergency was declared by President Trump on March 13, 2020. Since that time, Congress has taken three legislative actions in response to this emergency. The third action, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, was signed into law on March 27, 2020. The CARES Act funds approximately \$2 trillion in funding to assist individuals, businesses and governments respond to the health crisis.

The CARES Act established the Coronavirus Relief Fund through the US Treasury Department to provide payments to state, local and tribal governments. Payments are based on population; local governments with a population of over 500,000 receive direct payments and states receive payments reduced by the aggregate amount of the payments disbursed to eligible local governments within that state.

Under the CARES Act, the Coronavirus Relief Funds may be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19); AND
2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government. The “most recently approved budget” refers to the enacted budget for the relevant fiscal period for the particular government. A cost meets this requirement if:
 - a. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
 - b. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Further guidance from the US Treasury Department provides six categories of primary allowable cost categories:

- Medical expenses,
- Public health expenses,
- Payroll expenses,
- Expenses of actions to facilitate compliance with COVID-19-related public health measures,
- Expenses associated with the provision of economic support (including grants to small businesses to reimburse the cost of business interruption), and
- Any other COVID-19-related expenses reasonably necessary to the function of government.

Stated ineligible costs include:

- Damages covered by insurance,
- Expenses that have been or will be reimbursed under any federal program,
- Severance pay, and
- Legal settlements.

Washington State Award of Relief Funds

On April 27, 2020, Governor Inslee announced that the State would award almost \$300 million in CARES Act Coronavirus Relief Funds (Relief Funds) to local governments not eligible to receive a direct allocation from Treasury. Shoreline's award is \$1,691,100. These funds are to be used for Shoreline's response to the COVID-19 emergency through the limited timeframe of March 1, 2020 to October 31, 2020.

To access these funds, Council must also authorize the City Manager to enter into an interagency agreement with the Washington State Department of Commerce for the \$1,691,100 in Relief Funds. The template Interagency Agreement with the Washington State Department of Commerce for Coronavirus Relief Funds is included with this staff report at Attachment B.

DISCUSSION

In response to feedback and knowledge of community needs, staff is recommending the City's \$1,691,100 in Relief Funds be allocated in the following manner:

- \$981,100 for City direct COVID-19 Response Program,
- \$410,000 for a Small Business Support Program, and
- \$300,000 for a Human Services Support Program.

The City will look to maximize the Relief Funds to ensure full use of the funding, so final expenditures may vary. The following section of this report provides greater detail regarding these proposed expenditure areas.

City Direct COVID-19 Response Program (\$981,100)

In order to protect the health and safety of the Shoreline community and staff, the City has taken many actions as it relates to the COVID-19 emergency. Some costs may be reimbursable through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The PA program has a narrow definition for payment of emergency protective measures, while Relief Funds have broader eligibility.

Within the City, staff expects to be reimbursed for the following categories of COVID-related expenditures:

- Payroll expenses incurred to respond to the COVID-19 emergency.
- Expenses to provide paid sick leave and paid family and medical leave to City Employees.
- Unemployment insurance costs.
- Expenses for additional disinfection of public areas and facilities.
- Modification to City buildings for employee and public safety purposes, such as adding plexiglass guards to certain work stations.
- Telework expenses.
- A portion of the COVID-19 Emergency Community Response Grant Program, which was established by Council on March 30, 2020.
- Business outreach and communication.
- Purchase of personal protective equipment (PPE) for City staff.

Small Business Support Program (\$410,000)

Many Shoreline businesses have been unable to access initial CARES Act or other funds before programs were closed due to high demand, while others have found the impact to their business from the COVID-19 emergency is much larger than the relief funding made available thus far. To help address this shortfall, staff developed a Small Business Support Program (SBSP) to support Shoreline small businesses.

Staff began by reviewing the efforts of other cities including Seattle, Tacoma, Everett, Kirkland, Lacey, Snoqualmie, and Sequim, among others, who have deployed or are in the process of setting up their own business support program. Based on this review, City of Shoreline priorities, and stakeholder outreach, staff is proposing that the SBSP be structured as follows:

- \$500,000 City-administered grant fund for small businesses (defined as businesses with fewer than 25 employees, counting business owners) using both Relief Funds (\$410,000) and \$90,000 in King County funding allocated by the King County Council for local business support.
- Grant awards would be up to \$20,000; partial grants could also be awarded to maximize the reach of available funds.
- Grant applications would be reviewed by staff with a recommendation to the City Manager; the City Manager would make award decisions.
- Grant recipients would be required to enter into a Grant Agreement with the City which will require the filing of a report on how the funds were spent. If a business does not utilize all the grant funds received, the business would be required to return the excess funds to the City. As well, if a business does not utilize the grant funds for eligible expenses as identified below, the business would be required to reimburse the City for those amounts of grant funds.

While staff did review the potential for developing a small business loan program as opposed to a grant program, Relief Funds do not allow the City to administer a loan program.

Eligible Businesses and Evaluation Criteria

Applications for the SBSP would be reviewed for eligibility based on the City’s requirements. Applications from eligible businesses would then be evaluated based on City priorities. Funding would be awarded according to those businesses that rate the highest compared to the City’s evaluation criteria. Eligibility requirements and evaluation criteria for the SBSP would be as follows:

<i>Eligibility Requirements</i>	<i>Evaluation Criteria</i>
<ul style="list-style-type: none">• Fewer than 25 employees, counting business owners (not FTE employees)	<ul style="list-style-type: none">• Quality of recovery plan outlined in application
<ul style="list-style-type: none">• In business since July 1, 2019	<ul style="list-style-type: none">• Focus on serving general consumer categories, such as dining, entertainment, beauty services, etc., which serve as a draw to an area for the benefit of other nearby businesses
<ul style="list-style-type: none">• Physical location within Shoreline in a commercial zone	<ul style="list-style-type: none">• Independent business (not franchise)

<ul style="list-style-type: none"> Experienced a loss of income due to COVID-19 	<ul style="list-style-type: none"> Number of jobs at risk
<ul style="list-style-type: none"> Business in good standing, including such factors as: <ul style="list-style-type: none"> Current business licenses City taxes and fees paid Current on all State and regulatory requirements Not facing pending litigation or legal action; including Shoreline code enforcement 	<ul style="list-style-type: none"> Historically marginalized/underrepresented business, including minority-owned or 51% women-owned business

While identifying City priorities and evaluation criteria to identify those priorities in SBSP applications was a challenging task, staff feel confident that these priorities will help guide good recommendations to the City Manager for business grants. Staff feel that it is important for businesses to tell their story through a recovery plan and how the businesses will best use these grant funds to support their reopening and ongoing sustainability. Staff also supports the City’s longstanding commitment to placemaking through this program as a tool to support retention of active commercial districts with independent small businesses and services which help draw activity to an area for the benefit of other nearby businesses and serve a general consumer clientele. While the program is limited to small businesses, staff would also evaluate applicants based on the number of jobs at risk as a result of COVID-19 to address the potential economic impact of layoffs.

Finally, staff would consider impacts to historically marginalized or underrepresented businesses, including businesses owned by communities of color and women-owned businesses. Minority-owned businesses have been historically impacted by institutional racism, which could compound the financial impacts of COVID-19. While three quarters of all small businesses in the US have requested relief through the CARES Act, with 38% reporting having received funding according to the US Census Bureau, a survey of black and Latino businesses indicates only 26% received funding, according to a New York Times article. Similarly, many women-owned businesses may have historical disadvantages. As the City has goals to seek opportunities to ensure equitable outcomes, prioritizing businesses that meet this criterion is recommended by staff.

Eligible Business Expenses

Eligible business expenses would be limited to the following types of expenditures:

- Payment of rent or required monthly loan payments.
- Payments of regular wages, taxes, and typical benefits to employees (e.g., health insurance, paid vacation / sick leave essential to maintain operations, but only to the extent those wages, taxes and benefits have not been reimbursed by other federal, state or regional grants or loans.
- Payment for personal protective equipment, sanitizer, disinfectant, or other supplies, equipment or physical changes (e.g., plexiglass barriers, or other furnishings to accommodate physical distancing) necessary for the protection of public health or the health of business or organization owners or employees in relation to the COVID-19 emergency.

- Typical operating costs and expenses, including those set forth on an income statement, as a regular, ongoing cost of operating the business.
- Typical draw or wages on a regular interval to owner, provided such draws or wages are consistent with those paid in previous intervals, quarters or years.

Ineligible Businesses and Expenses

Based upon an analysis of standards and precedent, staff is making a series of recommendations about ineligible businesses and expenses. The following are staff's recommendations based upon reviewing other cities' programs, business compliance with the Governor's "Stay Home, Stay Healthy" order, and funding source restrictions:

Ineligible Businesses

- Businesses that have suffered financial loss but still have sufficient revenue to sustain minimum operations.
- Businesses owned, or partially owned, by managers, officers, directors or public officials associated with the City of Shoreline.

Ineligible Expenses

- Expenses considered ineligible business expenses by IRS.
- Political contributions.
- Bonuses to owners or employees.
- Wages to any member of owner's family (not a bona fide employee).
- Charitable contributions.
- Gifts or parties.
- Draw or salary to the business owner that exceeds the amount that they were paid on a weekly or monthly basis for the same period in the prior year.
- Pay down or pay off of debt by more than required in underlying debt instrument.
- Any expenses related to activities prohibited under COVID-19 guidelines, state, federal, or local law.
- Payment of property taxes, B&O taxes, etc.
- Damages covered by insurance.
- Expenses that have been or will be reimbursed under any federal program.
- Severance pay.
- Legal settlements.

Evaluation of Other Cities' Business Grant Programs

There are five cities, in addition to the City of Seattle, that have established a small business grant fund as of the writing of this staff report: Everett, Lacey, Kirkland, Sequim, and Snoqualmie. Other cities, such as Auburn, Kent, SeaTac, and Tukwila, intend to establish a small business grant fund but have yet to do so. The grant program funding for each city varies between \$250,000 to \$500,000, with funding sources coming from the cities' existing resources (Sequim, Snoqualmie), CARES Act Relief Funding (Lacey), CDBG funding (Everett), and private donations (Kirkland). Individual maximum grant awards are between \$2,500 (Kirkland) and \$15,000 (Sequim), with the rest capping grants at \$10,000. Eligible use of funds for each city are generally broad, with Everett and Kirkland's programs being almost completely unrestricted.

Each city's program outlines eligibility criteria for small businesses to meet and funding priorities unique to their city. Eligibility criteria generally starts with any restrictions given the funding source (i.e. CARES Act Relief Funding, CDBG), ensures baseline business compliance (i.e. active business licenses, up to date with fees and B&O taxes), and then may reflect other city-specific eligibility. All cities but Everett put a cap on the number of employees in an eligible business (Sequim caps at 50, the other three cap at 25). Additionally, each city's priorities reflect their city's values, with a wide variety of priorities considered across the programs of the five cities. A comparative summary of the small business grant programs being administered by these five cities can be found in Attachment C to this staff report.

Human Services Support Program (\$300,000)

On March 30, 2020, when the early impacts of the Coronavirus were already emerging, the City Council established a \$100,000 COVID-19 Emergency Community Response Grant Program. This program supported Shoreline community-based organizations in their efforts to provide new or ongoing critical services to Shoreline residents. The staff report for this Council action can be found at the following link: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2020/staffreport033020-8b.pdf>. As the demand for that funding support was high and the dollars went quickly, the Council subsequently added \$50,000 to the program. As of May 20, 2020, all funds in that program have been exhausted.

In addition to this grant program, staff have been working closely with community partners to create a robust and comprehensive system for ensuring that everyone in Shoreline has access to food throughout this crisis. Current access includes:

- Hopelink Food Bank - available to anyone who can come during open hours on Tuesday, Wednesday and Thursdays.
- Shoreline School District Lunch and Breakfast Program - weekday hot lunch and cold breakfast provided to those able to collect from one of several distribution sites.
- Shoreline PTSA Council Partnership with Shoreline Schools Family Advocates - Grocery Store Gift Card program for about 300 School District families in need.
- Shoreline-Lake Forest Park Senior Center - weekday delivery of hot meals to about 60 seniors with additional food provided on Fridays for weekend support.
- Dale Turner YMCA – sack lunch distribution at its Shoreline location and at Ronald United Methodist Church, Mondays-Fridays.
- King County partnership with Hopelink and City of Shoreline - bi-weekly food box delivery to families at Ballinger Homes-weekend food delivery program; available on request for all Shoreline households.

As summer approaches, staff has been working to ensure that everyone in Shoreline will continue to be able to access needed food. To that end, staff have worked to understand what resources are needed to continue each of the critical activities noted above.

- Hopelink intends to continue its food bank operation and has indicated they have sufficient resources at this time.
- The Shoreline School District plans to provide summer sack lunch and breakfast at four sites but does not have funding for staff to distribute the food. They have requested \$10,000 to cover this expense. The Hunger Intervention Program will assist by providing summer sack lunches at three additional sites, and they do not require any additional funds.
- The Shoreline PTSA Council and school district staff are unable to continue the gift card program during the summer, but district staff have indicated that they believe it is very important to the 300 families that have been receiving this support to be able to continue that. They are in the process of reaching out to these families to confirm whether ongoing support is needed and if they will give permission to share their contact information with the City. Given what we know about the numbers of Shoreline residents who are now unemployed or underemployed, coupled with the ongoing public health crisis, staff also recommends making this opportunity available to other low-income Shoreline families with children. This is a very responsive approach to providing necessary support to Shoreline families, so staff is proposing up to \$150,000 to be used for this effort. That total will allow up to 468 families to access up to \$320 in additional support over the summer. Staff in the City’s Administrative Services Department are providing guidance related to appropriate management of this program.
- The Shoreline-Lake Forest Park Senior Center plans to continue its meal delivery program which is seeing an increase in demand. The Executive Director of the Senior Center projects a need for about \$25,000 to cover meal provision through the end of the year.
- The Dale Turner YMCA plans to continue providing walk up lunches at the Dale Turner Y location and will partner with the Center for Human Services to provide sack lunches for kids Monday through Friday at Ballinger Homes; no additional resources are needed.
- King County will continue food box delivery at Ballinger Homes over the summer and Hopelink has confirmed that they have sufficient resources in place to sustain this partnership. City staff will continue to provide support with the distribution process.
- United Way has started a weekend food delivery program that will serve Shoreline families, so staff is wrapping up the City’s program and advising families about how to request deliveries through United Way.

In total, staff recommends that \$185,000 of Relief Funds be allocated to support access to food for Shoreline families. This includes the following allocations noted above:

Food Support Program	Funding Amount
Shoreline School District Summer Sack Lunch and Breakfast Program	\$10,000
Food Gift Card Program	\$150,000
Senior Center Meal Deliver Program	\$25,000
Total	\$185,000

In addition, discussions with our agency partners have revealed that most, if not all, have incurred unplanned expenses related to PPE and COVID-19 related cleaning supplies and activities. Staff recommends that an additional \$115,000 be allocated to provide reimbursement to our agency partners for those unplanned expenses. Covering all or a portion of those costs for the agencies will provide them with needed flexibility to use other funds to cover additional direct service or other unexpected and unplanned expenses.

Staff proposes to set a date by which current agency partners can submit receipts itemizing expenditures since March 23 (the beginning of the Governor's Stay Home/Stay Healthy Order) for purchases of PPE, cleaning supplies and/or cleaning services. If eligible requests total less than \$115,000, they will be reimbursed in full. If they come in above that amount, each organization will be reimbursed at an equal percentage of their request up to the \$115,000 cap. If after reimbursing partner agencies there are still available funds, then those funds may be transferred to the CARES Act Funds Programs at the city manager's discretion.

In total, between the Food Support Program funding and the partner agency PPE and COVID-19 related funding, \$300,000 in Relief Funds are being proposed to be spent as part of the Human Service Support Program.

Tonight's Council Meeting

Tonight, Council is scheduled to take action on Public Emergency Resolution No. 460, which would establish the funding and implementation plan as noted above for the City's CARES Act Relief Funds. As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

STAKEHOLDER OUTREACH

Staff has been in daily contact with businesses through various means since the Governor's COVID-19 emergency declaration. More than 30 Shoreline businesses have emailed the City to provide information on how they have been impacted by the COVID-19 crisis. Additionally, staff have received input from Shoreline businesses through regional business impact surveys conducted by Greater Seattle Partners, REACH King County, the Seattle Office of Economic Development and Community Attributes.

In addition to these outreach efforts, the City was asked to conduct a local review of applicants to the Working Washington Grant Program, which received more than 7,000 applications for this regional business grant. The City reviewed 78 applications for this grant program, indicating to staff that many businesses had not yet received business assistance, had been denied support through other means, or still faced potential closure due to the pandemic after receiving some funding. In direct conversations with businesses, staff continues to learn of looming potential decisions to close due to the inadequacy of available assistance given the need.

Staff also has engaged many of the City's human service partners, the Shoreline School District and the Shoreline PTSA Council to understand their needs with regarding to supporting the community.

RESOURCE/FINANCIAL IMPACT

This resolution identifies program expenditures in the amount of \$1,691,100 for COVID-19 related expenditures through October 31, 2020 for reimbursement using federal CARES Act funding. The City is anticipating reimbursement of these fund by the State by the end of 2020.

RECOMMENDATION

Staff recommends that Council move to adopt Public Emergency Resolution No. 460 which establishes a program funding and implementation plan for the City's CARES Act Relief Funds and authorize the City Manager to enter into an Interagency Agreement with the Washington State Department of Commerce for \$1,691,100 in Coronavirus Relief Funds.

ATTACHMENTS

- Attachment A: Public Emergency Resolution No. 460
- Attachment B: Washington State Department of Commerce Template Interagency Agreement for Coronavirus Relief Fund for Local Governments
- Attachment C: Comparative Summary of Other Local Cities Small Business Grant Programs

RESOLUTION NO. 460

A PUBLIC HEALTH EMERGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, ESTABLISHING A PROGRAM FUNDING AND IMPLEMENTATION PLAN FOR THE CITY OF SHORELINE’S CARES ACT RELIEF FUNDS.

WHEREAS, due to the COVID-19 public health emergency, the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, which provides funding to assist individuals, businesses, and governments in responding to COVID-19; these funds are administered by the U.S. Treasury Department; and

WHEREAS, the U.S. Treasury Department has provided six (6) categories of primary allowable expense categories for CARES Funds: medical; public health; payroll; COVID-19 public health compliance measures; small business economic support; and other expenses necessary to the function of government; and

WHEREAS, for Washington cities such as Shoreline, CARES funds are distributed via the State of Washington which, has awarded Shoreline \$1,691,100 in funding based on its population; and

WHEREAS, the City Council desires to establish a Program Funding and Implementation Plan that utilizes the City’s CARES Funds for City-direct expenses; a small business support program; and a human services support program;

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

Section 1. Establishment of the City of Shoreline’s CARES Act Relief Fund Program Funding and Implementation Plan.

- A. The City Manager is directed to establish the CARES Act Relief Fund Program in an amount equal to that distributed to the City of Shoreline by Washington State in CARES Act funding and denote as such in the accounting records of the City. These funds shall be utilized in the following manner:

1. City-Direct COVID-19 Response Program	\$981,100
2. Small Business Support Program	\$410,000
3. Human Services Support Program	\$300,000

Section 2. Administration Procedures.

- A. CARES Act Relief Funds shall be utilized for expenditures allowed pursuant to the CARES Act and guidance issued by the U.S. Treasury Department through October 31, 2020, unless another date is established by the U.S. Treasury Department or State of Washington.

- B. The City Council authorizes the City Manager, or designee, to execute any and all agreements and related documentation necessary to receive full and complete reimbursement of the City's allowable CARES Funds expenditures distributed under its CARES Act Relief Fund Program, including but not limited to an agreement with the State of Washington.
- C. The City Council authorizes the City Manager, or designee, to execute any and all purchase orders or contracts with third-party vendors or organizations to distribute the City's CARES Act Relief Funds as provided for in this Resolution.
- D. The City Manager is directed to develop an application process for the Small Business Support Program. This program shall permit businesses in good standing which have been operating within Shoreline since at least July 1, 2019 and with fewer than 25 staff members to receive a maximum of \$20,000 in economic support for CARES Act eligible business expenses.
- E. The City Manager is directed to distribute CARES Act Relief Funds in the following amount as part of the Human Services Support Program:
 - 1. Food Support Program:
 - a. Shoreline School District No. 412
 - i. Summer Sack Lunch and Breakfast Program: \$10,000
 - b. Shoreline-Lake Forest Park Senior Center
 - i. Meal Delivery Program: \$25,000
 - c. Summer Food Voucher Program: \$150,000
 - i. The City Manager is directed to develop a food voucher program. Eligible recipients shall be Shoreline families with children or other families with children enrolled in the Shoreline School District. The program will allow for distribution of up to two (2) vouchers of \$160 each, for a maximum household distribution of \$320. Vouchers are to be distributed until August 31, 2020.
 - 2. Partner Agency COVID-19 Protection and Hygiene Supply Reimbursement Program: \$115,000
 - a. The City Manager is directed to develop a reimbursement process for the Partner Agency Program.
 - b. This program shall permit current partner agencies to seek full reimbursement for expenses incurred between March 23, 2020 and May 31, 2020 for personal protection equipment and cleaning supplies or services.
 - c. If reimbursable expenses exceed the funding amount, then each partner agency shall receive a proportional share of the total funding amount.
 - d. If reimbursable expenses do not exceed the funding amount, then the remaining balance shall be transferred for use by any other CARES Act Funding Program(s) established herein at the discretion of the City Manager.

Section 3. Communication. The City Manager shall implement a communications plan to broadly disseminate the availability of CARES Act Relief Funds to City of Shoreline businesses and human services providers.

Section 4. Reporting. The City Manager shall provide a monthly report at the first regularly scheduled meeting of the City Council each month regarding utilization of the CARES Act Relief

funds in the prior month and, shall include the businesses and human services providers that received funding.

Section 5. Effective date. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

Passed by majority vote of the City Council in an open meeting this 8th day of June, 2020.

Will Hall, Mayor

ATTEST:

Jessica Simulcik Smith, City Clerk



Interagency Agreement with

«Organization»

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

TABLE OF CONTENTS

Special Terms and Conditions

- 1. Authority.....1
- 2. Acknowledgement of Federal Funding.....1
- 3. Contract Management1
- 4. Compensation1
- 5. Expenses.....1
- 6. Indirect Costs.....1
- 7. Billing Procedures and Payment.....1
- 8. Audit.....2
- 9. Debarment.....3
- 10. Laws3
- 11. Order of Precedence.....4

General Terms and Conditions

- 1. Definitions5
- 2. All Writings Contained Herein.....5
- 3. Amendments.....5
- 4. Assignment5
- 5. Confidentiality and Safeguarding of Information.....5
- 6. Copyright.....6
- 7. Disputes6
- 8. Governing Law and Venue6
- 9. Indemnification.....7
- 10. Licensing, Accreditation and Registration7
- 11. Recapture7
- 12. Records Maintenance.....7
- 13. Savings7
- 14. Severability7
- 15. Subcontracting.....7
- 16. Survival8
- 17. Termination for Cause8
- 18. Termination for Convenience.....8
- 19. Termination Procedures8
- 20. Treatment of Assets.....9
- 21. Waiver.....10

- Attachment A, Scope of Work11**
- Attachment B, Budget & Invoicing13**
- Attachment C, A-19 Certification14**
- Attachment D, A-19 Activity Report16**

FACE SHEET

Attachment B

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor «Organization» «Address» «City», Washington «Postal_Code»		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email»		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount «Amount»	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) «Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # «TIN_Number»	11. SWV # «SWV_Number»	12. UBI # «UBI_Number»	13. DUNS # «DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report			
FOR CONTRACTOR _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it 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; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

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:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall 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.

Contractor shall comply with 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.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean 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.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall 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.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)


LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.


- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.




Printed Name



Title

Signature



Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	

Attachment C
Comparative Summary of Other Local Cities Small Business Grant Programs (as of May 20, 2020)

	Program Total	Funding Source	Eligibility Highlights	Use of funds	Grant Max	# of FTE	Priority Criteria
Everett	\$500K	CDBG	HUD Guidelines; used to benefit low- to moderate-income individuals and communities	Prevent, prepare for, and respond to COVID-19 impacts	\$10,000	No limit	Minority-owned, Woman-owned, Veteran-owned, LGBT-owned, Section 3 business
Kirkland	\$250K	Donation from Google	Brick and mortar commercial business or small nonprofit open to general public; demonstrated negative impact from COVID-19	Unrestricted, intended as a stop-gap relief pending release of federal and state aid	\$2,500	25 FTE	Hardest hit small businesses and small nonprofits, and those suffering especially from social distancing and stay home, stay healthy directives
Lacey	\$500K	City's "Strategic Investment Fund"	Experienced a loss of income due to COVID-19	Rent or monthly loan payments; wages and benefits (not already been reimbursed); typical operating costs and expenses; typical draw or wages to owner	\$10,000	25 FTE	10 or less FTE; not eligible for federal or state programs
Sequim	\$250K	City's "Rainy Day Fund"	In business 1 year; experienced a loss of income due to COVID-19	Program operational needs, direct services, capital or equipment expenditures are all eligible for funding	\$15,000	50 FTE	Prohibited from operating during the Stay Home, Stay Healthy order, registered with the Small Business Development Council (SBDC), Center for Inclusive Entrepreneurship (CIE), SCORE, or other approved business

							advisor, and those who have an established business plan.
Snoqualmie	-	CARES Act Relief Funds	Consistent or growing business for 1+ years; expected more than 25% loss per month	Same as City of Lacey	\$10,000	25 FTE	Brick-and-mortar business over home businesses; locally owned; product or service important to local economy, culture and/or vitality of City; actively sponsored or participated in community events and services

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Annual Discussion with the Planning Commission		
DEPARTMENT:	Planning & Community Development		
PRESENTED BY:	Nora Gierloff, Planning Manager Steven Szafran, Senior Planner		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

Every year, staff looks to the City’s Work Plan to discuss ideas and priorities for upcoming planning projects. This includes a review of the Planning Commission’s letter to Council regarding the work that they have achieved and suggestions for next year (Attachment A), 2019 development permit activity and planning projects, and work plan projects for the next couple of years. This staff report will provide an overview of these topics. Tonight, Council will be joined by the Planning Commission to have this discussion.

RESOURCE/FINANCIAL IMPACT:

Most of the items on the Department and Planning Commission work plans have been approved by Council and do not have a resource or financial impact, including the Housing Action Plan, Ground-Floor Commercial Development Code Amendments, and the Point Wells Subarea Plan Comprehensive Plan amendments.

RECOMMENDATION

Staff recommends that Council review and affirm the Planning and Community Development Department’s planning projects and the Planning Commission’s work plan for 2020-2021.

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

BACKGROUND

Every year, staff looks to the City's Work Plan to discuss ideas and priorities for upcoming planning projects. This includes a review of the Planning Commission's letter to Council regarding the work that they have achieved and suggestions for next year (Attachment A), 2019 development permit activity and planning projects, and the Planning Commission's work plan projects for the next couple of years. This staff report will provide an overview of these topics. Tonight, Council will be joined by the Planning Commission to have this discussion.

Work Delayed by Governor's, "Stay home, stay healthy" Order

The Governor's Stay Home, Stay Healthy directive on March 25, 2020 suspended Open Public Meeting Act requirements around allowing physical attendance at public meetings, but also limited the topics of these meetings to "necessary and routine" or COVID-19 related items. Therefore, most items on the Planning Commission calendar have been delayed. Staff has not taken anything substantive to the Planning Commission since March 5, 2020, when the Commission discussed the Development Code amendments to allow professional office uses in R-8 and R-12 zones. The floodplain amendment discussion happened May 7, 2020, with the public hearing scheduled for June 4 in order to meet the Federal 6-month timeline for updates to maintain the City's flood insurance eligibility. The other agenda items that are waiting for a resumption of new business are:

- Development Code Amendments to allow professional office uses in R-8 and R-12 zones Public Hearing;
- Community Redevelopment Area (Shoreline Place) Sign Code Update Discussion and Hearing;
- 2020 Batch Amendments, Discussions and Public Hearing;
- Ground-Floor Commercial, Discussions and Public Hearing;
- Housing Action Plan Briefings;
- Comprehensive Plan amendments related to Parks and Point Wells; and
- Point Wells Development Code amendments.

2019 Permit Activity

Permit activity was very strong in 2019, with permit fee revenue totaling \$4,896,507. Some of this increased revenue can be attributed to the School District projects.

P&CD processed 3,099 permits in 2019 and is currently reviewing 151 active permits. There were 81 preapplication meetings held in 2019 and to date, 17 preapplication meetings have been held or scheduled in 2020. Notable development projects in this timeframe include:

- Paramount Apartments – 35 units at 304 NE 152nd St (MUR-70') (permit issued).
- Midvale Apartments – 210 units at 18110 Midvale Ave N (adjacent to Chase Bank) (permit approved).
- 18815 Aurora Apartments – 318 units at 18815 Aurora Ave N (directly south of Shoreline Park and Ride) (permit submitted).

- Intracorp 147th Apartments – 299 units (4 buildings + parking garage) (generally between NE 147th St and NE 148th St and between 1st Ave NE and Corliss Ave N).
- Densmore Ave Townhomes – 7 units at 18526 Densmore Avenue (under review).
- Birchman Townhomes – 11-units at 18512 Meridian Ave (2 buildings) (permits approved).
- Ashworth Townhomes – 7 units at 18529 Ashworth Ave N (permits issued).
- Whitman Ave Townhomes – 12 units at 14545 and 14547 Whitman Ave N (permits approved).
- Trad Apartments – 122 units at 17567 15th Ave NE (under construction).
- Crux Apartments – 241 units at 19022 Aurora Ave N (permit issued).
- Vail Apartments - 163 units at 180th and Midvale Ave (under construction).
- Vail 2 Apartments – 215 units at 18004 Midvale Ave N (under review).
- Alexan Apartments - 324 units at 15560 Westminster Way (under construction).
- Apartments – 15 units at 1719 N.185th Street (MUR-45') (permit issued).
- Apartments – 21 units on 185th (MUR-45') (under review).
- Apartments – 21 units on 185th (MUR-45') (under review).
- Kattera Apartments – 243 units at 175th and 15th Avenue NE (under construction).
- Ballinger Apartments – 227 units at 20057 Ballinger Way (100% affordable at 60% AMI) (under review).
- Townhomes – 81 units between 1st Ave NE and NE 147th St. (under construction).
- Townhomes – 6 units at 1117 N 199th Street (under construction).
- Townhomes – 6 units at 224 NE 180th Street (under construction).
- Townhomes – 4 units at 15313 15th Avenue NE (permitted).
- Shoreline Place Binding Site Improvement Plan.

Preapplication Meetings of note:

- Apartments – 115 units at 305 NE 152nd Street (MUR-70' zone near 145th Station).
- Apartments (condos) – 48 units at 14550 Westminster Way (near corner of Westminster and NE145th Street).

DISCUSSION

2019-2020 Planning Projects

The Planning and Community Development (P&CD) Department is currently working on several planning projects that include:

- **E-TRAKiT and Bluebeam Electronic Plan Review** – An interdepartmental team is working on implementation of online permit submittal and electronic plan review.
- **Station Subarea Plan Implementation** – Staff is developing affordable housing and deep green incentive program forms and procedures.

- **Sound Transit Lynnwood Link Extension Project** – Sound Transit staff and City Project Manager, Juniper Nammi, are scheduled to give Council an update on Sound Transit’s progress with station and rail construction through the City on June 15, 2020.

2020-2021 Planning Commission Work Plan Projects

Council Directed Projects

These projects have been added to the P&CD Department’s 2020-2021 work plan and require Planning Commission study and recommendations:

- **Annual Comprehensive Plan Docket** - Annual project with amendments to the Parks, Recreation, and Open Space Master Plan and the Point Wells Subarea Plan.
- **Annual “Batch” of Development Code Amendments** - Annual project that will include corrections and amendments to clarify confusing or conflicting regulations.
- **Development Code Amendments to allow Professional Office uses in R-8 and R-12 zones Public Hearing** – The Planning Commission is scheduled to hold the public hearing on this item on July 2, 2020.
- **185th Station Area Monitoring Report** – The phased rezone around the Link Light Rail Station Area requires a report to Council on development that has occurred in the first phase prior to the Phase 2 rezone on March 31, 2021.
- **145th Station Area Monitoring Report** – This report will go to Council at the end of 2021.
- **Community Redevelopment Area (Shoreline Place) Sign Code** – Update of the sign code for the phased redevelopment of the Sears property with 1,400 apartment units and 70,000 square feet of retail.
- **Continue Evaluation of the Landscape Conservation and Local Infrastructure Program (LCLIP).**
- **Ground-floor Commercial Development Code Amendments** – In response to community interest in including commercial spaces within new multi-family developments staff is developing regulations and incentives. These will first be applied to the Community Business (CB) zoned areas within Ridgecrest and North City as a pilot that may be extended to other commercial areas.

State Mandated Projects

- **Comprehensive Plan Update** – The next periodic review of the Comprehensive Plan is due in June 2024, a one-year delay from the regular schedule. PCD staff will begin coordinating with other city departments (Public Works, Parks, Economic Development) to update goals, policies, Master Plans, and supporting analysis in a coordinated way that doesn’t duplicate staff resources and create meeting fatigue for the public.
- **Floodplain Ordinance** – The Planning Commission discussed this item on May 7 and is scheduled to have a public hearing on June 4, 2020.

2020 Work Plan Projects - Projects Approved by City Council

- **Housing Action Plan** – With the acceptance of a Department of Commerce grant this item was expanded from an examination of missing middle housing types, such as, Cottages, Accessory Dwelling Units, Tiny Homes, and Multiple Homes on One Lot. It now includes development of a Housing Needs Assessment that will document current housing stock and population and employment trends to identify housing needs. A Housing Toolkit will be developed with best practices and policy options to address Shoreline’s housing gaps. This project extends to June 2021 because it will involve community outreach, Planning Commission and Council review, and possible code amendments.

Areas of Interest from the Planning Commission

- **Planning for Walkability** – The Planning Commission believes walkability can be enhanced through zoning, setbacks and other regulations. In support of the City’s recently supported ballot measure to fund sidewalk development and the recent trend of closing streets to encourage neighborhood activity, the Planning Commission would like to learn more about walkability with the goal of recommending amendments to the Shoreline Municipal Code, if appropriate, to increase walkability in Shoreline. Students from the UW Evans School for Public Policy have conducted a study of tools and policies to increase connectivity around the Link Light Rail station areas.
- **Neighborhood Design Planning to identify and enhance the unique character in each of Shoreline’s neighborhood** – Shoreline’s neighborhoods are unique and could be enhanced with more focused planning specific to each neighborhood.

Modification of Planning Commission/P&CD 2020-2021 Work Plan

If the Council is interested in adding any optional ideas for inclusion in the 2020-2021 Planning Commission or P&CD work plan, then staff may need to determine if a substitution of work items would be necessary to ensure successful completion.

RESOURCE/FINANCIAL IMPACT

Most of the items on the Department and Planning Commission work plans have been approved by Council and do not have a resource or financial impact, including the Housing Action Plan, Ground-Floor Commercial Development Code Amendments, and the Point Wells Subarea Plan Comprehensive Plan amendments.

RECOMMENDATION

Staff recommends that Council review and affirm the Planning and Community Development Department’s planning projects and the Planning Commission’s work plan for 2020-2021.

ATTACHMENTS

Attachment A – June 8, 2020 Planning Commission Letter to the City Council



City of Shoreline
Planning
Commission

Laura Mork
Chair

Jack Malek
Vice Chair

Janelle Callahan

Andy Galuska

Mei-shiou Lin

Julius Rwamashongye

Pam Sager

June 8, 2020

Mayor Hall and Members of the City Council:

Shoreline Municipal Code section 2.20.060 Duties-Responsibilities (F) states “The planning commission shall submit written periodic reports annually to the city council setting forth its progress in completing its work program for the current fiscal year.” The purpose of this letter is to serve as the annual report to the City Council by including a summary of the Planning Commission’s activities for the past year. First, four new Commissioners were appointed in March 2020 – Janelle Callahan, Andy Galuska, Julius Rwamashongye, and Pam Sager.

Since our last annual report to Council on February 11, 2019, the Planning Commission has advised the Council on several projects of note. The Planning Commission spent 2019 studying and providing recommendations to the Council on:

- 2019 Comprehensive Plan Amendments including changing the Land Use Designation from Medium Density Residential to Mixed-Use 2 and changing the Zoning from Residential, 8 units/acre (R-8) to Community Business (CB) of Two Parcels at 1510 and 1517 NE 170th Street, updating Natural Environment Goal V by limiting greenhouse gas emissions to 1.5° C of global warming above pre-industrial levels, and amending Comprehensive Plan Policy LU2 to allow for professional offices in the R-8 and R-12 zones.
- Townhouse Development Code Amendments – included creating new dimensional and design standards for all new townhouse developments.
- Shoreline Place Development Agreement - includes redevelopment of the existing Sears site; developing seven (7) multi-family buildings providing 1,358 residential units, and two (2) commercial buildings adding 72,160 square feet of new space; public and private outdoor space; and street, intersection, and bike lane improvements.
- Master Development Plan and Special Use Permit Code Amendments – included updating the procedures and decision criteria for MDP and SUP permits.
- Update of the Planning Commission Bylaws.
- Shoreline Management Plan – the Commission completed a periodic review of the plan, which is a less prescriptive and intensive process intended to ensure consistency with the SMA and its regulatory guidelines along with the City’s Growth Management Act (GMA)-enacted Comprehensive Plan and development regulations.

The Commission is looking forward to continuing work with staff in 2020 to address:

- Creation of a Housing Action Plan;
- Professional Offices in R-8/R-12 Zones Public Hearing;
- Shoreline Place Sign Code Update;
- Ground-Floor Commercial Development Code Amendments;
- 2020 Development Code Amendment Batch;
- 2020 Comprehensive Plan Amendments;
- Floodplain Amendments; and
- Point Wells Subarea Plan Amendments.

2019 Parking Lot Items - Neighborhood design, neighborhood compatibility, and walkability, TDR/LCLIP Development Code Amendments, and Wireless Telecommunication Facilities Update.

The Commission especially looks forward to the City's workplan to address the community-wide topic of housing choices and protections in our single-family neighborhoods in 2020.

Thank you for your support.

Sincerely,

Laura Mork, Planning Commission Chair

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing Potential Changes to Community Transit Blue Line		
DEPARTMENT:	Public Works		
PRESENTED BY:	Nora Daley-Peng, Senior Transportation Planner		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

The Community Transit (CT) *Swift* Blue Line launched in 2009 and currently provides service primarily along State Route 99 (Aurora Avenue) between Everett Station at the northern end and the Aurora Village Transit Center (AVTC) at the southern end. In 2024, CT intends to extend the *Swift* Blue Line to integrate with Sound Transit’s Link light rail system, which will include new stations in Shoreline, Mountlake Terrace, and Lynnwood. Extending the Blue Line will move the existing AVTC terminus to the Shoreline North/185th Link Light Rail Station (Shoreline North/185th Station). As Sound Transit (ST) builds Link light rail to Snohomish County, the Blue Line expansion will help provide access to the transit regional network and connect communities.

Tonight, Emmett Heath, Chief Executive Officer of CT, will present an overview of the Blue Line Expansion project, analysis of three proposed alternative routes for the Blue Line in Shoreline, and next steps toward project implementation.

RESOURCE/FINANCIAL IMPACT:

There is no direct financial impact regarding tonight’s Council discussion. CT is leading the Blue Line Expansion project in close collaboration with the City of Shoreline, as well as partner jurisdictions and transportation agencies along the project corridor. The design of the Blue Line Expansion will not include construction of all the elements of the City’s adopted 185th Multimodal Corridor Strategy (185th MCS). If future improvements are desired, reflective of the 185th MCS Preferred Option, then the City will need to seek additional capital funding.

RECOMMENDATION

There is no action required with this agenda item as this report is for discussion purposes only. Tonight is an opportunity for Council to ask questions of CT staff and provide feedback on the Blue Line Expansion alternative routes in Shoreline. Staff recommends that the City support CT’s selection of Alternative B as the proposed alignment for the near-term implementation of the Blue Line extension to the Shoreline North/185th Station by 2024. Recognizing that it will take time, funding, and partnerships to implement the 185th MCS Preferred Option as well as redevelop the

Shoreline Park and Ride at 192nd Street (Shoreline P-n-R) as a potential Transit Oriented Development (TOD) location, staff recommends that CT continue to be open and flexible to working with the City and Metro in the future on potentially shifting to Blue Line service route to Alternative A.

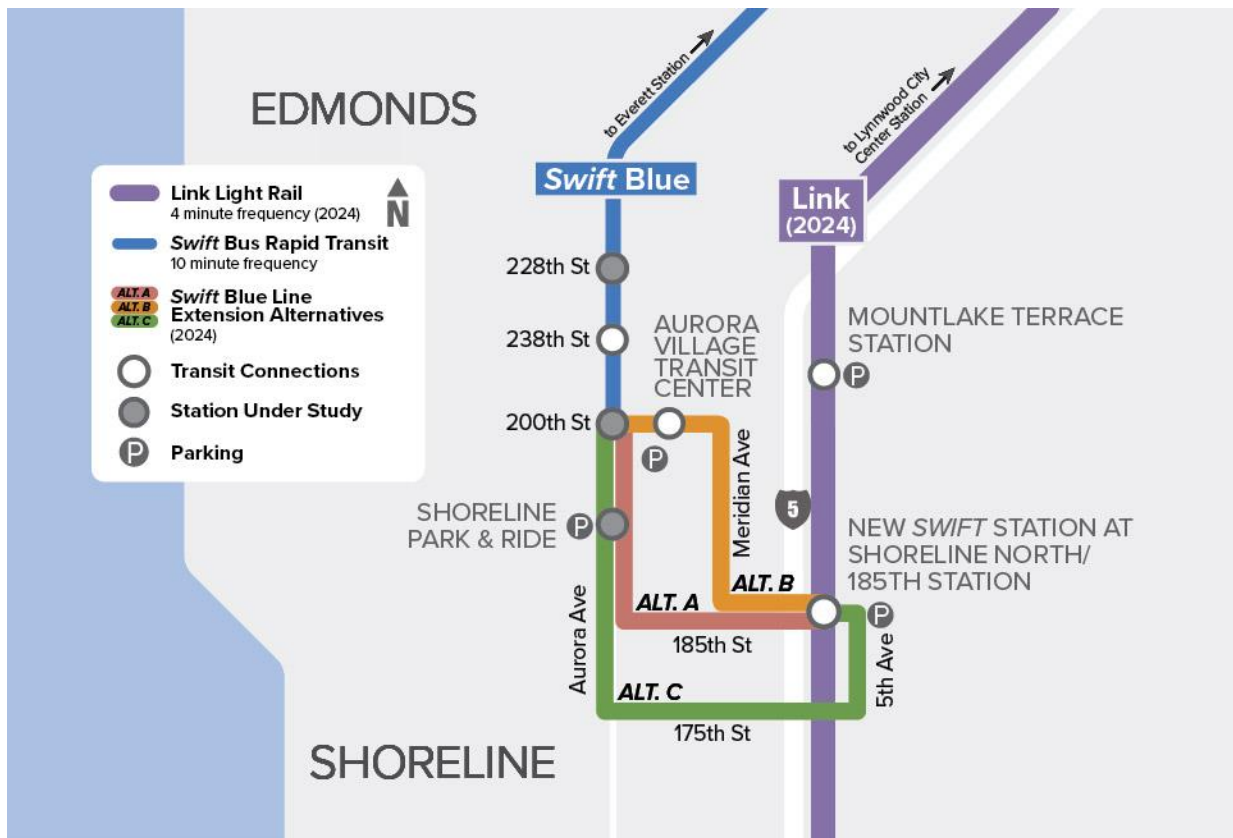
Approved By: City Manager **DT** City Attorney **MK**

INTRODUCTION

CT launched the Blue Line in 2009 and currently provides service primarily along Aurora Avenue between Everett Station at the northern end and the AVTC at the southern end. In 2024, CT intends to extend the Blue Line to integrate with ST's Link light rail system, which will include new stations in Shoreline, Mountlake Terrace, and Lynnwood. Extending the Blue Line will move the existing AVTC terminus to the Shoreline North/185th Station. As ST builds Link light rail to Snohomish County, the Blue Line expansion will help provide access to the regional network and connect communities.

Pertaining specifically to Shoreline, CT is considering extending the Blue Line to connect to the Shoreline North/185th Station by studying the three alternatives (see descriptions and map below).

- **Alternative A** - No station at AVTC, instead continue south on Aurora Avenue to 185th St and end at Shoreline North/185th Station. May include new stations on Aurora Avenue at N 200th Street and the Shoreline P-n-R.
- **Alternative B** - Keep AVTC, express service between AVTC and Shoreline North/185th Station is proposed along N 200th Street to Meridian Avenue N to N 185th Street with no new stations in between.
- **Alternative C** - No station at AVTC, instead continue south on Aurora Avenue to 175th St, then east to 5th Ave and end at Shoreline North/185th Station. May include new stations on Aurora Ave at N 200th Street and the Shoreline P-n-R.



BACKGROUND

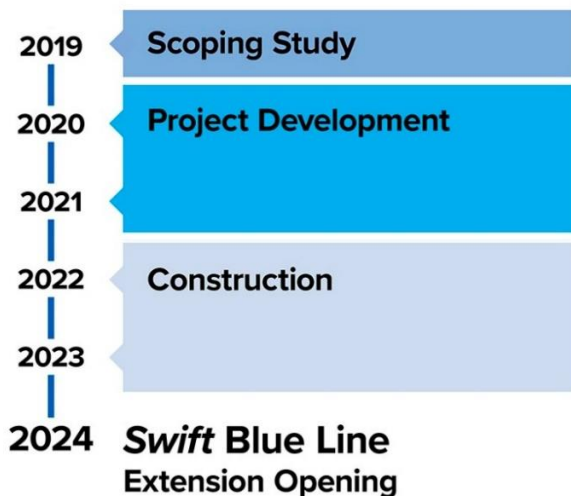
CT is building a network of *Swift* Bus Rapid Transit (BRT) services in Snohomish County. *Swift* BRT provides fast and frequent service by adhering to a set of design principles, which includes unique branding of stations and vehicles as well as transit priority treatments including Business Access and Transit (BAT) lanes, queue jump lanes, and Transit Signal Priority (TSP). *Swift* BRT stations incorporate features designed to support rapid service and establish a sense of place, such as permanent structures with raised platforms, ticket vending machines, shelters, seating, and Passenger Information Displays (PIDs).

The *Swift* Blue Line Expansion Program, which began in late 2019, is an effort by CT to not only extend the line to the Link LRT network, but also to evaluate the existing corridor for potential improvements to speed, reliability, and access. The *Swift* Blue Line carries more riders each day than any other route in the CT network and, with these improvements, expects to carry many more riders in the future. As such, CT intends to work with its jurisdictional partners to build on the successes achieved by the Blue Line to date so that it remains a viable and effective transportation option well into the future.

Project Schedule

The Blue Line Expansion project will take approximately four years to complete (see project timeline below). The project's Scoping Study phase began in December 2019. While the time and complexity of the Project Development and Construction phases will be dependent on the scope of the program as determined by the Scoping Study, CT expects that the Project Development phase, which includes the project's engineering and design efforts, may take approximately 18 months to complete and the Construction phase may take 18 to 24 months to complete. Under this timeline, CT anticipates the Blue Line extension launching when ST Link light rail service starts at Shoreline North/185th Station in 2024.

Project Timeline



Relevant Plans and Policies

185th Street Station Subarea Plan

The adopted 185th Street Station Subarea Plan incorporates transit-oriented development principles to encourage mixed-use residential and commercial development to maximize multimodal access to the light rail and bus transit. Zoning allows for increased density and commercial development. This allows more residents, workers, and visitors to access the light rail station and bus transit along the 185th Street corridor.

185th MCS

On October 28, 2019, the City Council adopted the Preferred Option for the 185th MCS through a comprehensive process that included community, stakeholder, agency involvement, and technical analysis. The 185th Street Corridor is anchored by the future light rail station on the east side of Interstate 5 (I-5) and composed of three roads: N/NE 185th Street, 10th Avenue NE, and NE 180th Street. The 185th MCS vision is future-focused and supports the needs of multiple transportation modes including motorists, pedestrians, bicyclists, and transit operators and riders. CT and King County Metro (Metro) were actively engaged stakeholders throughout the 185th MCS process and helped shape the vision for a frequent and reliable transit service along the 185th Street Corridor. To realize the 185th MCS vision of frequent and reliable transit service along the 185th Street Corridor, the City is ultimately interested in having CT and Metro transit service run in BAT lanes along 185th Street from Aurora Avenue to the Shoreline North/185th Station when the 185th MCS Preferred Option is implemented.

Central Shoreline Subarea Plan Report

In March 2001, the City Council selected the Ronald Subarea - later renamed Central Shoreline Subarea - as the 2001 subarea planning project. The Central Shoreline Subarea encompasses all properties along Aurora Avenue N between N 192nd Street and just south of N 175th Street that are not designated low density residential. The goal of the project was to develop a subarea plan that acts as an incentive for redevelopment while protecting nearby residential neighborhoods. Particularly relevant to transit planning, the Central Shoreline Subarea Plan Report includes two TOD concepts for the Shoreline Park-n-Ride that maintains the park and ride function while adding housing, offices, services or commercial uses close to the heart of Shoreline. In order to synergize the benefits of the potential TOD redevelopment of the Shoreline P-n-R, the City is interested in integrating access to CT and Metro transit service in its site development plan.

2018-2023 Economic Development Strategic Plan

The City's Economic Development Strategic Plan designates four main "City-Shaping Areas" where placemaking projects should be focused to trigger large-scale redevelopment and growth, the first being the Aurora Corridor about which the plan states: "Strengthen Shoreline's Signature Boulevard – leveraging the City's \$140 million Aurora Corridor Project by facilitating constant investment along its six miles of improved frontage." The Plan also commits the City to Placemaking Projects in Neighborhood Commercial Centers to create identity, encourage walkability, expand

housing options, and provide needed goods and services. “Echo Lake at Aurora & N 192nd” is one of the six nodes in the City where this is to take place.

Complete Streets

The City’s Complete Streets Ordinance No. 755 requires the accommodation of all transportation modes within the public right of way. Therefore, the City is interested in accommodating the safe movement of pedestrians and bicyclists (and other personal wheeled devices) to and from future Blue Line stations.

PUBLIC OUTREACH

CT conducted the following outreach activities to engage the public and get their input on the Blue Line Expansion study. For more details about the project and the outreach process can be found at the following webpage link: [Community Transit Swift Blue Line Expansion 2024](#).

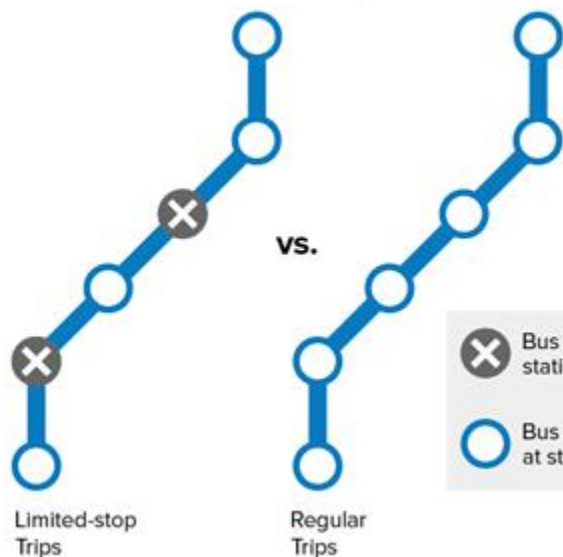
Online Open House

With a focus on understanding the public’s priorities to help shape the scope of Blue Line Expansion study, CT conducted an online open house from February 6 to 27, 2020. This online open house included illustrations and brief descriptions of concepts that CT was concurrently evaluating, including various extension route alternatives, service concepts, and infrastructure investments.

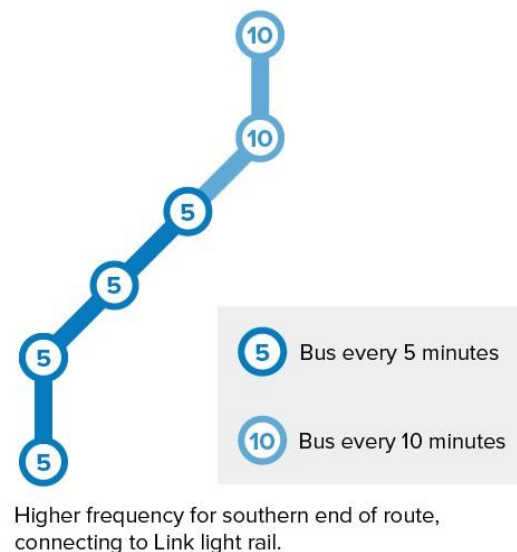
Online Survey

Also included within the online open house was a survey to seek input directly from the public on their preferences on route alternatives, service concepts to increase capacity (see figures below), and infrastructure investments. In addition, the survey invited the public to share ideas with CT to help avoid any potential blind spots in Blue Line Expansion study.

Limited-stop Trips



Short-turn Trips



Service Concepts to Increase Capacity

Handout Distribution

To increase exposure to the online open house and the survey tool, CT distributed handouts with project information and a link to the online open house at six venues during the three-week comment period. These venues included the following locations:

- Feb 11, Blue Line (on-board)
- Feb 12, Everett Station
- Feb 18, Shoreline P-n-R
- Feb 18, 200th St SW Station
- Feb 20, AVTC
- Feb 21, Blue Line (on-board)

Social Media

CT also discussed the topic in their Facebook Live webcast, CT Live, on Feb 11, 2020 to reach audiences virtually. These efforts, along with cross postings of the press release with the City of Shoreline, and articles in the Everett Herald, the Seattle Transit Blog, and The Urbanist helped generate interest and increased response rates for the survey tool.

ANALYSIS

Survey Results

Over a three-week comment period, 248 people completed the survey. Of these 248 responses, 137 (55%) were received from residents of Snohomish County, 81 (33%) were received from residents of the City of Shoreline, and 30 (12%) were received from residents outside these areas – primarily residents of the City of Seattle.

Results regarding preferences by demographic can be found in Table 1 (responses from residents of the City of Shoreline are highlighted in blue):

Table 1. Summary of Responses from Online Open House Survey

	Total	SnoCo Residents	Shoreline Residents	Other Residents	Swift Blue Line Riders	Swift Blue Line Non-Riders
COUNT	248	137	81	30	124	124
	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE
Limited Stops	2.53	2.49	2.58	2.57	2.52	2.54
Short-Turns	2.98	2.77	3.25	3.23	2.85	3.11
More Stations	1.85	1.94	1.80	1.60	1.93	1.78
Reliability	2.64	2.80	2.37	2.60	2.71	2.56
	SCORE	SCORE	SCORE	SCORE	SCORE	SCORE
Alt A	2.27	2.20	2.36	2.33	2.18	2.36
Alt B	2.25	2.31	2.07	2.40	2.42	2.07
Alt C	1.48	1.48	1.57	1.27	1.40	1.56

As Table 1 illustrates, most Shoreline residents preferred short-turn trips as the way to increase capacity and preferred a focus on speed and reliability in the corridor compared with adding more stations to increase access. These preferences lined up

with preferences by the other survey respondents. However, when selecting preferences on extension alternatives, Shoreline residents preferred Alternative A to Alternatives B and C, which was consistent with responses from persons who are not currently utilizing the Blue Line, but inconsistent with the other demographics, including today's Blue Line riders, who preferred Alternative B. In sum, respondents did not have a conclusive preference between Alternatives A and B but did agree that Alternative C was not preferred.

While overall preferences were not conclusive between Alternatives A and B, some respondents used the survey section, where respondents were asked in an open-ended question for their ideas, to contextualize their preferences. Here, a plurality of respondents voiced their opinions in support of retaining a direct connection with the AVTC (Alternative B). From these contextualized responses, it was clear that there are strong feelings associated with the potential of pulling the Blue Line service out of the AVTC, leading to more challenging connections for riders arriving at the site by car or from another local bus. Meanwhile, respondents did not express particularly strong feelings one way or another regarding access to the Shoreline P-n-R.

Data Analysis

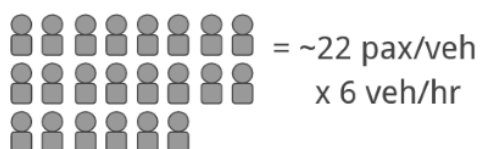
CT further evaluated the Blue Line service options, infrastructure investments, and route alternatives, in addition to several ideas shared by the public through the survey.

Service Options

While the public preferred short-turn trips as an option to increase capacity in the southern section of the corridor, CT ran ST's incremental ridership model and found that the 10-minute frequency in the corridor from 6AM to 7PM would be sufficient to manage the peak demand generated by the service (see figure below).

Demand

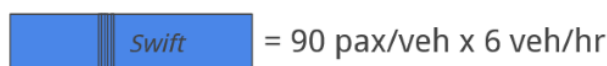
Max Load = ~130 pax/hr*



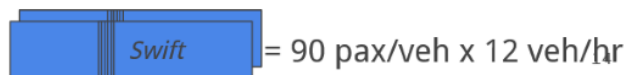
*ST Incremental Ridership Model

Capacity

10 min headway = 540 pax/hr



5 min headway = 1,080 pax/hr



Peak Demand per Hour vs Capacity per Hour (10 min headway and 5 min headway)

Infrastructure Investments

To increase speed and reliability, CT assessed the different opportunities and the extent to which those opportunities could benefit riders on the Blue Line corridor. While that process is on-going, CT has determined that substantial capital may be necessary at a few critical locations to see large benefits to travel time in the corridor. While these areas of focus are north of the City of Shoreline, the benefits will accrue for residents and workers in Shoreline who travel to and from Snohomish County. Furthermore, Shoreline will experience more reliable headways as a result of upstream improvements that would mitigate the effects of traffic congestion on Blue Line operations.

Route Alternatives

CT evaluated Alternatives A and B to tease out the benefits and costs of both. While Alternative A was the baseline option, it requires the construction of two additional stations to show any ridership benefit over Alternative B in ST's incremental ridership model – these capital expenses would take the place of work that could otherwise be done as a part of the speed and reliability program in this project. Alternative B, on the other hand, requires no additional stations to function effectively. Furthermore, in evaluating the connectivity options provided by the two alternatives, comparing the projects with the services included in Metro's 2025 Metro Connects plan illustrates the significance of retaining easy connections at AVTC, where service is concentrated, rather than at the Shoreline P-n-R.

Both alternatives retain connectivity with the Rapid Ride E Line; however, Alternative A makes all the local bus transfers in the corridor more challenging with the closest Blue Line station located at N 200th Street on Aurora Avenue rather than in the AVTC. This evaluation validated the concerns expressed by some members of the public in the survey. However, Alternative B will require some roadway work along Meridian Avenue N to match CT's *Swift* design principles – which the agency strives to adhere to whenever feasible. Achieving this will require partnership with the City, which has already identified transportation improvements for Meridian Avenue N in the proposed 2021-2026 Transportation Improvement Plan (Project 10) that would help toward meeting this goal.

DISCUSSION

Proposed Extension

Based on the survey results and supporting data analysis, CT prefers Alternative B as the appropriate extension at this time. Alternative B will serve to meet the mobility interests of residents and workers by maximizing strong connectivity between Link light rail and the AVTC, where transit resources are already, and continue to be, focused. This will also support CT's goal to improve the reliability of the Blue Line corridor to ensure that the service remains both fast and consistent, which benefits all users of the service, including riders in Shoreline.

Per the 185th MCS vision of frequent and reliable transit service along the 185th Street Corridor, the City is ultimately interested in having CT and Metro transit service run in BAT lanes along 185th Street from Aurora Avenue to the Shoreline North/185th Station. In order to synergize the benefits of the potential TOD redevelopment of the Shoreline P-n-R, the City would be interested in integrating access to CT and Metro transit service with the eventual site redevelopment plan. At this time, staff recognizes there is no certainty on when either of these projects will be implemented. However, when these projects do come to fruition, staff sees Blue Line Alternative A, which would run along Aurora Avenue to 185th Street and end at Shoreline North/185th Station, as an essential component of each of these projects' success.

Staff has been in close coordination with CT regarding the possibility of eventually shifting the Blue Line service route to Alternative A when the 185th Street improvements and/or the potential Shoreline P-n-R TOD redevelopment are constructed. For now, CT's selection of Alternative B is responsive to the foreseeable near-term conditions

and is a practical way to sync the opening of the Blue Line extension in Shoreline with the opening of the Shoreline North/185th Station in 2024, while maintaining direct connections to the local bus network at AVTC. The near-term implementation of Alternative B does not preclude potential changes to the Blue Line service route in the future. CT has expressed a willingness to stay open and flexible to discuss future Blue Line extension routing changes as the 185th MCS implementation and/or the Shoreline P-n-R TOD redevelopment materializes.

NEXT STEPS

Upcoming next steps for the project include:

- **June** - CT shares proposed extension with jurisdictional partners.
- **June** - CT shares proposed extension with general public.
- **Fall** - CT begins to develop the design of the Blue Line Expansion project, including the proposed extension. City staff will continue to closely coordinate with CT to further study and discuss Blue Line Expansion design development and environmental review.

COUNCIL GOAL(S) ADDRESSED

This project addresses the following Council Goals:

- Council Goal 2: Improve Shoreline's infrastructure to continue the delivery of highly valued public service.
- Council Goal 3: Continue preparation for regional mass transit in Shoreline.

RESOURCE/FINANCIAL IMPACT

There is no direct financial impact regarding tonight's Council discussion. CT is leading the Blue Line Expansion project in close collaboration with the City of Shoreline, as well as partner jurisdictions and transportation agencies along the project corridor. The design of the Blue Line Expansion will not include all the elements of the City's adopted 185th MCS. If future improvements are desired, reflective of the 185th MCS Preferred Option, then the City will need to seek additional capital funding.

RECOMMENDATION

There is no action required with this agenda item as this report is for discussion purposes only. Tonight is an opportunity for Council to ask questions of CT staff and provide feedback on the Blue Line Expansion alternative routes in Shoreline. Staff recommends that the City support CT's selection of Alternative B as the proposed alignment for the near-term implementation of the Blue Line extension to the Shoreline North/185th Station by 2024. Recognizing that it will take time, funding, and partnerships to implement the 185th MCS Preferred Option as well as redevelop the Shoreline Park and Ride at 192nd Street as a potential Transit Oriented Development location, staff recommends that CT continue to be open and flexible to working with the City and Metro in the future on potentially shifting to Blue Line service route to Alternative A.