



AGENDA

STAFF PRESENTATIONS

PUBLIC COMMENT

SHORELINE CITY COUNCIL VIRTUAL/ELECTRONIC REGULAR MEETING

Monday, September 20, 2021
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: 253-215-8782 | 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		
(a) Proclamation of Mayor's Day of Concern for the Hungry	<u>2a-1</u>	
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. 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 up.

7. CONSENT CALENDAR

- (a) Approval of Minutes of Regular Meeting of August 9, 2021 7a-1

8. STUDY ITEMS

- (a) Discussion of Ordinance No. 938 - Authorizing a One-Year Extension to the Right-of-Way Franchise with Frontier Communications Northwest (dba Ziply Fiber) to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline 8a-1 7:20
- (b) Discussion of 2021-2023 City Council Goal 5, Action Step 5 Regarding RADAR, Alternatives to Police Services, and Other Possible Criminal Justice Reforms 8b-1 7:35
- (c) Discussion of Resolution No. 483 – Requiring Mandatory COVID-19 Vaccinations as a Qualification of Employment or Public Service with the City of Shoreline, as a Qualification for Providing Contracted Services at City Facilities, Authorizing the City Manager to Develop Additional Rules and Parameters for Implementing this Requirement, and Establishing a Deadline of Full Vaccination by December 1, 2021 8c-1 8:20

9. EXECUTIVE SESSION: Property Acquisition – RCW 42.30.110(1)(b) 8:50

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

10. ADJOURNMENT 9:10

Any person requiring a disability accommodation should contact the City Clerk's Office at 206-801-2230 in advance for more information. For TTY service, call 206-546-0457. For up-to-date information on future agendas, call 206-801-2230 or visit the City's website at shorelinewa.gov/councilmeetings. Council meetings are shown on the City's website at the above link and on Comcast Cable Services Channel 21 and Ziply Fiber 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 COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Proclamation Declaring Mayor's Day of Concern for the Hungry
DEPARTMENT: Recreation, Cultural and Community Services
PRESENTED BY: Bethany Wolbrecht-Dunn, Community Services Manager
ACTION: ☐ Ordinance ☐ Resolution ☐ Motion
 ☐ Discussion ☐ Public Hearing ☒ Proclamation

ISSUE STATEMENT:

The Mayors' Day of Concern for the Hungry provides an opportunity for cities to spotlight the needs and efforts their communities are taking to address hunger as a local concern. Prior to the pandemic, one in four Shoreline residents experienced food insecurity which meant facing difficult choices among basic necessities and having to seek support from community resources. These resources include the Supplemental Nutrition Assistance Program (SNAP), weekend backpack for school kids, meal programs, and food banks. The meals programs, weekend backpacks and food banks all rely on donations of time, funds, and food to be able to meet the growing demand in Shoreline.

Since the onset of the pandemic, food insecurity is growing throughout the County. According to the Seattle & King County Public Health Food Insecurity Dashboard (<https://kingcounty.gov/depts/health/covid-19/data/impacts/food.aspx>), 11% of adults in the region reported that they sometimes or often did not have enough food to eat during July 2021; which was the highest rate since August 2020.

The City of Shoreline provided extensive food assistance through both the COVID Community Emergency Response Fund and later using CARES Relief Funding. As the pandemic continues, we know that food insecurity will remain a challenge for many in the Shoreline community. Unfortunately, given the ongoing concerns related to the Coronavirus, Hopelink will not be hosting its annual food drive and cannot accept food donations. Financial contributions to support the food bank are welcome and encouraged, however.

RECOMMENDATION

The Mayor should read and present the proclamation.

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



PROCLAMATION

WHEREAS, the City of Shoreline recognizes adequate nutrition as a basic need for each citizen; and

WHEREAS, food insecurity is a concern for one in four Shoreline residents; and

WHEREAS, Hopelink saw an increase in foodbank usage over the past year during the COVID-19 pandemic; and

WHEREAS, King County reports growing food insecurity since the start of the pandemic; and

WHEREAS, Hopelink and local food pantries at churches and schools rely on community contributions to meet this growing need;

NOW, THEREFORE, I, Will Hall, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim September 20, 2021 as the

MAYOR'S DAY OF CONCERN FOR THE HUNGRY

in the City of Shoreline and urge all citizens to generously support local food banks.

Will Hall, Mayor

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF REGULAR MEETING

Monday, August 9, 2021
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 Deputy Mayor Scully who presided until Mayor Hall joined the meeting.

2. ROLL CALL

Upon roll call by the City Clerk, all Councilmembers were present except for Mayor Hall, who joined the meeting at 7:07 p.m.

(a) Proclamation of Celebrate Shoreline

Deputy Mayor Scully announced the issuance of the proclamation and expressed the importance of maintaining community connections.

3. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

4. REPORT OF CITY MANAGER

John Norris, Assistant City Manager, provided an update on COVID-19 and reported on various City meetings, projects, and events.

Mayor Hall joined the meeting at 7:07 p.m.

5. COUNCIL REPORTS

Councilmember McGlashan shared information on the Sound Transit's realignment plans for existing projects.

6. PUBLIC COMMENT

Laurel Stromme and Azar Jarmick, Shoreline residents, spoke regarding the negative impacts the 100-unit project on 198th Street would have on the neighborhood, including the ramifications of cutting down mature trees.

Kathleen Russell, Shoreline resident, spoke regarding the trees removed as part of the Washington State Department of Transportation (WSDOT) frontage improvements project on North 160th Street. She said it is not too late to save trees in future projects and urged the Council to review sidewalk width requirements in order to preserve significant trees.

Nancy Morris, Shoreline resident, spoke regarding the climate crisis and the importance of trees. She asked the Council to change sidewalk standards to design around significant trees and protect the natural habitat.

Jackie Kurle, Shoreline resident, spoke regarding the Enhanced Shelter. She recognized the reports of things going well with the Shelter and underscored the importance on ongoing monitoring of the Shelter operations.

Barbara Johnstone, Shoreline resident, asked why the City refused WSDOT's proposal for 6' sidewalks to preserve existing conifers, why the City is not following its commitment to reduce greenhouse gas emissions, and why there was no transparency about the changes to the required width of sidewalks.

Nancy Pfeil, Shoreline resident, spoke regarding impacts associated with the Enhanced Shelter and described reports of an encampment in nearby Darnell Park. She said there has been an increase of homeless people sleeping in the neighborhood and an increase in trash in the area and expressed her safety concerns.

7. CONSENT CALENDAR

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

(a) Approval of Minutes of Regular Meeting of July 19, 2021

(b) Approval of Expenses and Payroll as of July 23, 2021 in the Amount of \$3,365,205.21

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
06/27/21-07/10/21	7/16/2021	97838-98067	17464-17498	82952-82956	\$625,464.99
06/27/21-07/10/21	7/16/2021			WT1195-WT1196	\$115,060.40

\$740,525.39

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
7/21/2021	1197	\$20,720.61
		<u>\$20,720.61</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
7/14/2021	82847	82854	\$2,800.00
7/14/2021	82855	82869	\$244,261.94
7/14/2021	82870	82884	\$93,787.44
7/14/2021	82885	82885	\$689,596.59
7/14/2021	82886	82892	\$989,810.02
7/14/2021	82893	82916	\$69,680.11
7/19/2021	82917	82917	\$459.64
7/19/2021	82918	82919	\$65,116.20
7/21/2021	82920	82935	\$333,323.92
7/21/2021	82936	82936	\$2,860.00
7/21/2021	82937	82942	\$6,128.62
7/21/2021	82943	82950	\$106,134.73
7/21/2021	82753	82753	(\$40.00)
7/21/2021	82951	82951	\$40.00
			<u>\$2,603,959.21</u>

8. ACTION ITEMS

- (a) Action on Ordinance No. 940 - Adopting Council's Decision on the Closed-Record Appeal Hearing of the Shoreline Preservation Society Regarding the Naval Hospital Chapel Landmark Designation and Waiving Council Rule of Procedure 3.5 Regarding City Ordinances Requiring Three Readings

Mayor Hall reminded the Council of the Rules regarding the Appearance of Fairness Law for quasi-judicial proceedings, directed them to review the Fairness checklist, and asked if any Councilmember had any ex parte communications to disclose. Councilmember Robertson reported that in July 2020 she toured the site with a member of the Shoreline Preservation Society, and she stated that since she did not participate in the Appeal Hearing proceedings she will abstain from voting in tonight's action.

Margaret King, City Attorney, delivered the staff presentation. Ms. King reviewed the proceedings of the Appeal Hearing, at which Council concluded that remand was appropriate on

the issue of adequacy of public notice. She said Council directed the preparation of Findings of Fact and Conclusions, which are included in the staff report and described an amendment to Finding #4. She said staff recommends that the Council waive Council Rule No. 3.5 regarding three readings for a Council Ordinance and adopt Ordinance No. 940 and the Findings of Fact and Conclusions as set forth in Attachment A to the Staff Report, as revised for Finding #4.

Councilmember McGlashan moved approval of Ordinance No. 940 and to waive Council Rule of Procedure 3.5 with the revised attachment as presented by staff. The motion was seconded by Councilmember McConnell.

The motion passed 5-1, with Deputy Mayor Scully opposing and Councilmember Robertson abstaining.

8. STUDY ITEMS

(b) Discussion and Introduction of the King County Regional Homelessness Authority

Colleen Kelly, Recreation, Cultural, and Community Services Director, delivered the staff presentation, beginning with a recap of recent history related to homelessness in Shoreline. She said that after the siting of the Enhanced Shelter, the North King County Task Force on Homelessness made the decision to continue their work as a coalition with a broader focus on homelessness across the subregion and in cooperation with the King County Regional Homelessness Authority. She said they are in the process of developing a Memorandum of Agreement (MOA) to govern participation in this coalition. She introduced representatives of the King County Regional Homelessness Authority (KCRHA) as Anne Martens, Director of Communications and External Affairs; and Alexis Mercedes-Rinck, Sub-Regional Planning Manager.

Ms. Martens gave a status update on the North King County Sub-Regional Plan. She displayed a timeline of the efforts since 2018 and recognized the delays in schedule associated with the pandemic and the associated change in the homelessness landscape. She gave an overview of the governing structure and their responsibilities, which includes a governing committee, an implementation board, and a continuum of care advisory board. She reviewed the assumption of service contracts by KCRHA from King County and Seattle and described the associated terms.

Ms. Martens described the Authority's catalytic portfolio, the efforts of which include peer navigation as outreach to build a by-name list, improving the quality of their data. She said an identified gap is in bridge housing, so they are looking for ways to create capacity in the emergency shelter spaces and elaborated on the efforts toward this issue.

Ms. Mercedes-Rinck described both the key components, and her role, in sub-regional planning and displayed a list of the five sub-regions of King County. She shared the positive updates in engagement to date, including meetings with organizations, individuals, and stakeholders. She shared specifics on the North King County engagement efforts, which includes meetings with advocacy groups, City staff, and provider agencies. She displayed a planning timeline and explained considerations included in the development of the timeline. Councilmember Robertson

asked if the other sub-regions in the area were able to put together task forces like the North King County one. Ms. Mercedes-Rinck described the efforts to ensure good representation in other sub-regions.

Ms. Martens shared the benefits of an Interlocal Agreement (ILA) with KCRHA and said establishing sub-regions helped recognize that homelessness looks different in different regions and added that consolidation and streamlining systems will help local funding go further. Ms. Kelly clarified that the MOA she referred to earlier is to commit to membership in the coalition, but the ILA is specific to the KCRHA, and currently King County and the City of Seattle are signatories, effectively establishing the Regional Homelessness Authority by consolidating their resources. Ms. Martens pointed out that Sound Cities is a member of the governing board so that suburban cities are represented but the details of the governance structure are built into the original ILA.

When asked about KCRHA's relationship to King County's current efforts toward helping homelessness, Ms. Martens explained that King County's Help through Housing program is aligned with, but separate from, KCRHA's work.

Councilmember McGlashan asked why Lake City was placed in the North King County, rather than the Seattle, region. Ms. Mercedes-Rinck recognized that the area is on the border of both areas, and said as conversations continue, may end up in both regions, but funding should not be affected.

Deputy Mayor Scully said he is delighted to see this program getting off the ground. He said Shoreline is very committed to being regional and has been working on alternative emergency service delivery models. He said the RADAR program is great, but not enough, so the City is working to determine what is needed, at the City-level, for crisis intervention. He encouraged KCRHA to keep Shoreline in mind as they explore alternative service delivery concepts. He said on the regional note, there is a lot of concern that since Shoreline has fewer homelessness issues than Seattle, regionalization should not be done to the point that the resources go to the greatest number of homeless folks, which might leave nothing for Shoreline. Ms. Martens agreed that a behavioral health resource is needed and asked that Shoreline keep them apprised of the process. She said any service agreement with any city would address the regional resource/service concerns.

Councilmember Chang said she is concerned about maintaining local control of services and asked about the rebidding process. Ms. Martens replied that KCRHA wants to have consistent metrics, track consistent outcomes, and have a data backbone that covers the whole County. She added that it may make sense for some controls to be held with KCRHA, which will allow for consolidation and consistency across the County while meeting local needs. Councilmember Chang said there needs to be a balance and shared responsibility. Ms. Mercedes-Rinck assured her that this will be a continuing conversation. Councilmember Roberts asked where collaboration ends and an ILA begins. Ms. Martens said that is an ongoing discussion but added that it will be easier for providers if they can consolidate efforts. She said KCRHA exists because Seattle and King County's previous efforts were not working and they recognized that a more consistent, regional approach was needed. She said they also learned the data and metrics

they have are inaccurate, which is why one of their primary goals is to establish a better data backend. Councilmember Roberts asked why an ILA approach is the right approach and Ms. Martens responded it is to make sure things happen.

Mayor Hall recognized that this will be an ongoing discussion and recognized the points raised on local control.

10. ADJOURNMENT

At 8:08 p.m., Mayor Hall declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Ordinance No. 938 - Authorizing a One-Year Extension to the Right-of-Way Franchise with Frontier Communications Northwest (dba Ziplly Fiber) Originally Granted to Verizon Northwest Inc. (Ordinance No. 522) to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

As per Shoreline Municipal Code (SMC) Section 12.25.010, all utilities using the City's rights-of-way for operation and maintenance of their facilities are required to have a non-exclusive franchise with the City. The City's existing non-exclusive right-of-way franchise with Northwest Fiber LLC to construct, maintain, operate, replace, and repair a cable system within the City expires November 4, 2020. The franchise was originally granted to Verizon Northwest Inc. (Verizon) via Ordinance No. 522 and was then transferred to Frontier Communications Corporation via Resolution No. 289. The franchise was then transferred to NW Fiber via Resolution No. 443, which was adopted on September 16, 2019.

The City had begun franchise negotiations with Frontier Communications Corporation prior to NW Fiber's acquisition. Once the City received notice that they would be acquired by NW Fiber, the City attempted to start franchise negotiations with NW Fiber. NW Fiber – which is the holding company for franchisee Frontier Communications Northwest, LLC (dba Ziplly Fiber) – is not yet able to begin franchise negotiations and have asked for a second one-year extension of the existing franchise.

Proposed Ordinance No. 938 would provide this second one-year extension to the existing franchise agreement and would terminate November 4, 2022, or upon the effective date of a new franchise, whichever occurs first. All terms and conditions of the proposed one-year extension are unchanged from the existing franchise; only name of the franchisee (updated to Frontier Communications Northwest, LLC (dba Ziplly Fiber)) and the term (length of the agreement) have been changed. The proposed one-year

extension being discussed tonight would allow staff to negotiate a new long-term franchise agreement for cable service in the City.

RESOURCE/FINANCIAL IMPACT:

This franchise extension will have no financial impact to the City. The fees and taxes that the City currently receives from Frontier Communications Northwest, LLC (dba Ziplly Fiber) will continue under this one-year extension of the existing franchise agreement.

RECOMMENDATION

No formal action is required at this time. Staff recommends that the City Council discuss the various aspects of the proposed ordinance granting this limited franchise extension and determine if there are any further questions or information that staff should bring back for Council consideration. Council is currently scheduled to consider adoption of proposed Ordinance No. 938 on October 4, 2021.

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

BACKGROUND

As per Shoreline Municipal Code (SMC) Section 12.25.010, all utilities using the City's rights-of-way for operation and maintenance of their facilities are required to have a non-exclusive franchise with the City. The City's existing non-exclusive right-of-way franchise with Frontier Communications Northwest, LLC (dba Ziplly Fiber) was granted by Ordinance No. 522 (Attachment A) and extended by Ordinance 905 (Attachment B) to construct, maintain, operate, replace, and repair a cable system within the City expires November 4, 2021.

Council granted the cable franchise to Verizon Northwest Inc. (Verizon) on October 27, 2008 via Ordinance No. 522 for a term of twelve (12) years. More information can be found in this [staff report](#). Frontier Communications Corporation bought the Verizon wireline services in 14 Western States, including Washington, in 2009. Council subsequently granted a requested transfer of the franchise from Verizon to Frontier Communications Corporation via [Resolution No. 289](#). More information can be found in this [staff report](#). On May 28, 2019, Frontier Communication Corporation entered into a purchase agreement with NW Fiber and became the successor-in-interest to the assets of Frontier Communications Corporation, which prompted a transfer of Frontier Communications Corporation's franchise to NW Fiber via [Resolution No. 443](#). More information can be found in this [staff report](#). NW Fiber is now the holding corporation to Frontier Communications Northwest, LLC (dba Ziplly Fiber).

Prior to NW Fiber's acquisition of Frontier Communication Corporation, the City had begun franchise negotiations with Frontier Communications Corporation. Once the City received notice that Frontier Communications Corporation would be acquired by NW Fiber, the City attempted to start franchise negotiations with NW Fiber. Even with the prior one-year extension, they are not yet able to begin franchise negotiations and have asked for an additional one-year extension of the existing franchise.

DISCUSSION

Proposed Ordinance No. 938 (Attachment C) would provide a one-year extension to the existing franchise agreement. All terms and conditions of the proposed one-year extension are unchanged from the existing franchise except for the name of the franchisee, which is updated to Frontier Communications Northwest, LLC (dba Ziplly Fiber) (Ziplly), and the term (length of the agreement) term, which is extended by one year and would terminate November 4, 2022, or upon the effective date of a new franchise, whichever occurs first.

New Franchise Agreement Consideration

While a competitive cable provider may apply for a franchise at any time, the City must go through the renewal process with each existing cable operator. The City cannot deny renewal to an existing cable operator except for specific criteria set forth in the Cable Act.

As a reminder, the City cannot tell a cable operator which television programs to carry or regulate non-cable services. Cable operators have First Amendment protections, so the City has very limited authority to regulate the type of cable channels carried or the content of cable television programming Ziplly Fiber makes available in Shoreline. The City does not have authority to regulate non-cable services (e.g., high-speed Internet access and telephone service) provided by Ziplly Fiber. Federal law allows only for regulation of cable television services.

The Shoreline Municipal Code (SMC) section 12.25.070 identifies the considerations the City should review when renewing a right-of-way franchise, which are consistent with the [Cable Act of 1984](#) (47 U.S.C. § 546). These considerations include:

1. The applicant's past service record in the city and in other communities.
2. The nature of the proposed facilities and services.
3. The proposed area of service.
4. The proposed rates (if applicable).
5. Whether the proposal would serve the public needs and the overall interests of the city residents.
6. That the applicant has substantially complied with the material terms of the existing franchise.
7. The quality of the applicant's service, response to consumer complaints, and billing practices.
8. That the applicant has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the application.
9. The applicant's proposal is reasonable to meet the future community needs and interests, taking into account the cost of meeting such needs and interests.

Due to the substantial capital investment required to construct a modern cable system, the Cable Act gives cable companies certain advantages in renewing their franchises. The law limits the City's ability to deny renewal of a cable franchise. Even where the City can regulate, the federal government has established provisions that may limit the City's authority.

While Ziplly Fiber is a relatively new cable provider company, the executive board and staff have worked in the industry for many years in the Puget Sound region. They have shared their interest in building a better fiber network for the region, though no plans have yet been made available to extend service within Shoreline. Staff has not done a complete analysis of service charges, though the City is aware that Ziplly Fiber has increased their "Local Programming Fee" in the year since purchasing the cable system from Frontier Communications Corporation.

Staff remains optimistic that negotiations will go smoothly with Ziplly Fiber in the year ahead. Frontier Communications Corporation, the previous provider, was in substantial compliance with the criteria identified in SMC Section 12.25.070, and Ziplly Fiber has continued to be in compliance in their first two years of operations in Shoreline. Staff has been in regular communications with Ziplly Fiber staff over the year since the first extension and understand the significant workload of the transition for Ziplly Fiber. As

Ziply Fiber has been in compliance and continues to communicate future intent with the City, staff believe this additional one-year extension to the franchise should be granted when proposed Ordinance No. 938 is brought back for Council action on October 4, 2021.

RESOURCE/FINANCIAL IMPACT

This franchise extension will have no financial impact to the City. The fees and taxes that the City currently receives from Frontier Communications Northwest, LLC (dba Ziply Fiber) will continue under this one-year extension of the existing franchise agreement.

RECOMMENDATION

No formal action is required at this time. Staff recommends that the City Council discuss the various aspects of the proposed ordinance granting this limited franchise extension and determine if there are any further questions or information that staff should bring back for Council consideration. Council is currently scheduled to consider adoption of proposed Ordinance No. 938 on October 4, 2021.

ATTACHMENTS

- Attachment A: Ordinance No. 522, Granting a Franchise to Verizon Northwest Inc. to Operate a Cable System in the Public Rights-of-Way to Provide Cable Services in the City of Shoreline for a Twelve-Year Term
- Attachment B: Ordinance No. 905, Authorizing a One-Year Extension to the Right-of-Way Franchise with Northwest Fiber LLC (dba Ziply) Originally Granted to Verizon Northwest Inc. (Ordinance 522) to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline
- Attachment C: Proposed Ordinance No. 938, Authorizing a One-Year Extension to the Right-of-Way Franchise with Frontier Communications Northwest, LLC (dba Ziply Fiber) Originally Granted to Verizon Northwest Inc. (Ordinance 522) to Construct, Maintain, Operate, Replace, and Repair a Cable System Over, Along, Under, and Through Designated Public Rights-of-way in the City of Shoreline

ORDINANCE NO. 522

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON
GRANTING A FRANCHISE TO VERIZON NORTHWEST INC. TO
OPERATE A CABLE SYSTEM IN THE PUBLIC RIGHTS-OF-WAY TO
PROVIDE CABLE SERVICES IN THE CITY SHORELINE FOR A
TWELVE YEAR TERM**

WHEREAS, the City of Shoreline ("City") has negotiated a Franchise Agreement with Verizon Northwest Inc. ("Verizon"), granting Verizon a franchise, authority, right and privilege for a period of twelve (12) years to construct, maintain, operate and repair a cable television system in the City, as set forth in the Franchise Agreement attached hereto, labeled Exhibit A and hereby incorporated by reference; and

WHEREAS, Verizon has requested that the City grant it a new franchise for the provision of cable television services within the City; and

WHEREAS, pursuant to RCW 35A.11.030, 35A.47.040 and 47 U.S.C. section 541(a)(1), the City has the power to grant franchises; and

WHEREAS, the City has analyzed and considered the technical ability, financial condition, legal qualifications, general character of Verizon, and all other conditions resulting from the grant of this Franchise, and has determined that it is in the best interest of the City and its residents to grant a cable Franchise to Verizon;

WHEREAS, Verizon and the City agree to be bound by the conditions hereinafter set forth;

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

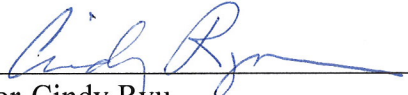
Section 1. Grant of Franchise. Pursuant to RCW 35A.11.030 and 35A.47.040, the City of Shoreline hereby grants a nonexclusive franchise to Verizon Northwest Inc. according to the terms and conditions set forth in Exhibit A attached hereto and incorporated herein by the reference as if set forth in full. Subject to the provisions therein, the term of the franchise shall be for a period of twelve (12) years from the effective date of the franchise, as defined in Exhibit A, and shall grant Verizon the right, privilege and authority to construct, maintain, operate, and repair a cable system in, on, across, over, along, under, upon, through and below the public rights-of-way to provide cable services in the City of Shoreline, all as provided in Exhibit A.

Section 2. Acceptance of Franchise. The franchise granted by Section 1 of this Ordinance shall be void and of no effect unless Verizon Northwest Inc. files with the City Clerk a signed franchise agreement accepting all of its terms and conditions within thirty (30) days after the Effective Date of this Ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

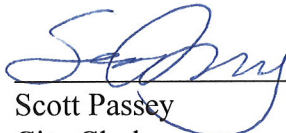
Section 4. Effective Date. Pursuant to RCW 35A.47.040, this ordinance has been passed at least five days after its first introduction and by a majority of the whole membership of the City Council at a regular meeting. A summary of this ordinance consisting of the title shall be published in the official newspaper and the ordinance shall take effect five days after publication; provided that this Ordinance and the franchise granted hereby shall become null and void, if the requirements of Section 2 are not met.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 27, 2008



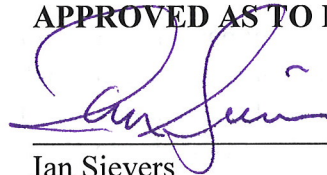
Mayor Cindy Ryu

ATTEST:



Scott Passey
City Clerk

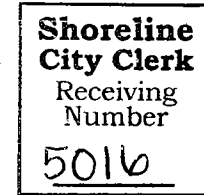
APPROVED AS TO FORM:



Ian Sievers
City Attorney

Publication Date: October 30, 2008
Effective Date: November 4, 2008

Ord. 522



CABLE FRANCHISE AGREEMENT

BETWEEN

THE CITY OF SHORELINE

AND

VERIZON NORTHWEST INC.

2008

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THIS CABLE FRANCHISE AGREEMENT (the “Franchise” or “Agreement”) is entered into by and between the City of Shoreline a duly organized city under the applicable laws of the State of Washington (the Local Franchising Authority or the “LFA”) and Verizon Northwest Inc., a corporation duly organized under the applicable laws of the State of Washington (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Washington State law and federal law;

WHEREAS, Franchisee is in the process of installing a Fiber to the Premise Telecommunications Network (the “FTTP Network”) in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the state of Washington;

WHEREAS, Franchisee intends to construct, install, maintain, and extend the FTTP Network pursuant to Title II of the Communications Act (*see* 47 U.S.C. § 201 *et seq.*), and has requested a cable franchise from the LFA to operate a Cable System over, under, and along the Public Rights-of-Way within the LFA’s jurisdiction, in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 521 *et seq.*);

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for its Cable System are adequate, in a full public proceeding affording due process to all parties;

WHEREAS, the LFA desires to protect and manage the Public Rights-of-Way, require high standards of customer service, receive financial compensation relating to Franchisee’s use of the Public Rights-of-Way as provided by federal law, obtain educational and governmental channels, establish certain reporting and record access requirements, and provide for the future cable-related needs of its residents;

WHEREAS, the LFA has found Franchisee to be financially, technically, and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise Area of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel, which Franchisee shall make available to the LFA without charge for non-commercial Educational or Governmental use for the transmission of video programming as directed by the LFA.

1.1.1 *Educational Access Channel*: An Access Channel available for the use solely of the local schools (schools shall include any educational institution, public or private, but excluding home schools) in the Franchise Area.

1.1.2 *Government Access Channel*: An Access Channel available for the use solely of the LFA.

1.1.3 *EG*: Educational and Governmental.

1.2 *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.1.3 of this Agreement.

1.3 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with Franchisee.

1.4 *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the EG Channels required by this Franchise.

1.5 *Cable Operator*: Shall be defined herein as it is defined under section 602 of the Communications Act, 47 U.S.C. § 522(5), but does not include direct broadcast satellite providers.

1.6 *Cable Service or Cable Services*: Shall be defined herein as it is defined under section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.7 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning, “a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of this Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility systems.” The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Franchise/Service Area and shall not include the tangible network facilities of a common carrier subject, in whole or in part, to Title II of the Communications Act or of an Information Services provider.

1.8 *Channel*: Shall be defined herein as it is defined under section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.9 *Communications Act*: The Communications Act of 1934, as amended by, among other things, the Cable Communications Policy Act of 1984, the Cable Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as it may be further amended from time to time.

1.10 *Control*: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of Franchisee’s affairs.

1.11 *FCC*: The United States Federal Communications Commission or successor governmental entity thereto.

1.12 *Fiber to the Premise Telecommunications Network (“FTTP Network”)*: The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the state of Washington and under Title II of the Communications Act (which Non-Cable Services are not subject to Title VI of the Communications Act), and that supports the Cable System.

1.13 *Force Majeure*: Force Majeure is an event or events reasonably beyond the ability of Franchisee to anticipate and control, such as:

(a) severe or unusual weather conditions, fire, flood, or other acts of God, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots or act of a public enemy;

(b) actions or inactions of any government instrumentality or public utility including condemnation, accidents for which Franchisee is not primarily responsible or work delays caused by waiting for other utility providers to service or monitor utility poles to which

Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary; and

(c) telephone network outages only when such outages are outside the control of Franchisee.

1.14 *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and such additional areas as may be included in the corporate (territorial) limits of the LFA during the term of this Franchise.

1.15 *Franchisee*: Verizon Northwest Inc., and its lawful and permitted successors, assigns and transferees.

1.16 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Service Area. Gross Revenue shall include but may not be limited to the following items so long as all other Cable Operators in the Service Area include the same in Gross Revenues for purposes of calculating franchise fees:

- (a) fees charged for Basic Service;
- (b) fees charged to Subscribers for any service tier other than Basic Service;
- (c) fees charged for premium Channel(s), *e.g.* HBO, Cinemax, or Showtime;
- (d) fees charged to Subscribers for any optional, per-channel, or per-program services;
- (e) charges for installation, additional outlets, relocation, disconnection, reconnection, and change-in-service fees for video or audio programming;
- (f) fees for downgrading any level of Cable Service programming;
- (g) fees for service calls;
- (h) fees for leasing of Channels;
- (i) rental of customer equipment, including converters (*e.g.* set top boxes, high definition converters, and digital video recorders) and remote control devices;
- (j) advertising revenue as set forth herein;
- (k) revenue from the sale or lease of access Channel(s) or Channel capacity;
- (l) revenue from the sale or rental of Subscriber lists;
- (m) revenues or commissions received from the carriage of home shopping channels;

- (n) fees for any and all music services that are deemed to be a Cable Service over a Cable System;
- (o) revenue from the sale of program guides;
- (p) late payment fees;
- (q) forgone revenue that Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value;
- (r) revenue from NSF check charges;
- (s) revenue received from programmers as payment for programming content cablecast on the Cable System; and
- (t) Franchise Fees hereunder.

Advertising commissions paid to independent third parties shall not be deducted from advertising revenue included in Gross Revenue. Advertising revenue is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's Subscribers within all areas covered by the particular advertising source as of the last day of such period, *e.g.*, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Washington. Franchisee has one hundred (100) Subscribers in the Franchise Area, five hundred (500) Subscribers in Washington, and one thousand (1,000) Subscribers nationwide. Gross Revenue as to LFA from Ad "A" is ten percent (10%) of Franchisee's revenue therefrom. Gross Revenue as to the LFA from Ad "B" is twenty percent (20%) of Franchisee's revenue therefrom.

Notwithstanding the foregoing, Gross Revenue shall not include:

1.16.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3 Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders, provided that if any such services are Cable Services at any future time pursuant to applicable law, revenues derived from such services shall be included in Gross Revenues;

1.16.5 Payments by Subscribers for merchandise purchased from any home shopping channel offered as part of the Cable Services; provided, however, that commissions or other compensation paid to Franchisee by such home shopping channel for the promotion or exhibition of products or services shall be included in Gross Revenue;

1.16.6 Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller pays the cable Franchise fees on the resale of Cable Services;

1.16.7 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees), provided however, as set forth in Section 1.16(t), Franchise Fees under this Agreement are included in Gross Revenues;

1.16.8 Any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9 Sales of capital assets or sales of surplus equipment;

1.16.10 Reimbursement by programmers of marketing costs incurred by Franchisee for the introduction of new programming pursuant to a written marketing agreement;

1.16.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.12 Any fees or charges collected from Subscribers or other third parties for EG Grant.

1.17 *Information Services*: Shall be defined herein as it is defined under Title I, Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.18 *Initial Service Area*: The portion of the Franchise Area as outlined in Exhibit A.

1.19 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.20 *Local Franchise Authority (LFA)*: The City of Shoreline or the lawful successor, transferee, or assignee thereof.

1.21 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.22 *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages (to the extent such outages are on non-Verizon networks or caused by Force Majeure), and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.23 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.24 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.25 *Service Area*: All portions of the Franchise Area where Cable Service is being offered, including the Initial Service Area and any Additional Service areas.

1.26 *Service Date*: The date that the Franchisee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Franchise Area. The Franchisee shall memorialize the Service Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

1.27 *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.28 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.29 *Telecommunications Facilities*: Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.30 *Telecommunications Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.31 *Title II*: Title II of the Communications Act.

1.32 *Title VI*: Title VI of the Communications Act.

1.33 *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Communications Act, the LFA hereby grants the Franchisee the right to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *LFA's Regulatory Authority:* The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the LFA over such Telecommunications Facilities is also governed by federal and state law, and the LFA shall not assert jurisdiction over Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, the LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. Nothing in this Agreement shall affect the LFA's authority, if any, to adopt and enforce lawful regulations with respect to Franchisee's Telecommunications Facilities in the Public Rights-of-Way.

2.3 *Term:* This Franchise shall become effective on November 6, 2008 (the "Effective Date"). The Term of this Franchise shall be twelve (12) years from the Effective Date unless the Franchise is earlier revoked as provided herein.

2.4 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise.

2.5 *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law and state law as they may be amended, including but not limited to the Communications Act and any applicable rules, regulations, and orders of the FCC, as amended.

2.6 *No Waiver:*

2.6.1 The failure of the LFA on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the LFA nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2 The failure of Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not

be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or performance has been specifically waived in writing.

2.7 Construction of Agreement:

2.7.1 The provisions of this Franchise shall be liberally construed to effect their objectives.

2.7.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.8 Police Powers: In executing this Franchise Agreement, the Franchisee acknowledges that its rights hereunder are subject to the lawful police powers of the LFA. Franchisee agrees to comply with all lawful and applicable general laws and ordinances enacted by the LFA pursuant to such power. Nothing in the Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of the LFA's police powers. However, if the reasonable, necessary and lawful exercise of the LFA's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, the parties agree to submit the matter to mediation. The matter submitted to mediation shall be limited to what effect, if any, the LFA's exercise of police powers has on the terms of the Franchise. In the event mediation does not result in an agreement, then the Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (but not necessarily administered by the American Arbitration Association) or as otherwise mutually agreed by the parties. The matter submitted to arbitration shall be limited to what effect, if any, the LFA's exercise of police powers has on the terms of the Franchise.

2.9 Termination of Telecommunications Services: Notwithstanding any other provision of this Agreement, if Franchisee ceases to provide Telecommunications Services over the FTTP Network at any time during the Term and is not otherwise authorized to occupy the Public Rights-of-Way in the Franchise Area, the LFA may regulate the FTTP Network as a cable system to the extent permitted by Title VI.

3. PROVISION OF CABLE SERVICE

3.1 Service Area:

3.1.1 *Initial Service Area:* Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas of the Initial Service Area and may make Cable Service available to businesses in the Initial Service Area, within twelve (12) months of the Service Date of this Franchise, and shall offer Cable Service to all residential areas in the Initial Service Area within thirty-six (36) months of the Service Date of the Franchise, except: (A) for periods of Force Majeure; (B) for periods of delay caused by LFA; (C) for periods of delay

resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Franchisee; and (F) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirements set forth in Section 3.1.2.

3.1.2 Density Requirement: Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than thirty (30) residential dwelling units per mile, as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Initial Service Area meet the density requirements after the time stated for providing Cable Service as set forth in Sections 3.1.1 and 3.1.2 respectively, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from LFA that the density requirements have been met.

3.1.3 Additional Service Areas: Except for the Initial Service Area Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Franchise Area during the term of this Franchise or any Renewals thereof except as set forth in this Section 3.1.3. The parties agree that if any land is annexed by the LFA during the term of this Agreement, such annexed areas shall become part of the Franchise Area and Franchisee shall be required to extend Cable Service within a reasonable time to such annexed area (subject to the exceptions in Section 3.1.1 above), provided that such annexed area: (a) is contiguous to the LFA, (b) is within Franchisee's Title II service territory, and (c) is served by the video-enabled FTTP Network. If Franchisee intends to serve Additional Service Areas within the Franchise Area, Franchisee shall notify the LFA in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

3.2 Availability of Cable Service: Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. Franchisee shall not deny access to Cable Services to any group of potential residential Subscribers because of the income of the residents of the local area in which the group resides. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet and actual costs incurred to connect any non-residential Subscriber.

3.3 Complimentary Cable Service to Public Buildings: Subject to Section 3.1, Franchisee shall provide without charge within the Service Area, one service outlet (unless otherwise specified in Exhibit B) activated for Basic Service to each public school, police and fire station, public library, government offices and other offices used for municipal government

administration as set forth in Exhibit B, and also required of other cable operators in the Franchise Area, provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than one hundred fifty (150) feet solely to provide service to any such school or public building, the LFA or other appropriate entity shall have the option either of paying Franchisee's direct costs for such extension in excess of one hundred fifty (150) feet, or of releasing Franchisee from the obligation to provide service to such building. Furthermore, Franchisee shall be permitted to recover, from any school or other public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet or concealed inside wiring, or a service outlet requiring more than one hundred fifty (150) feet of drop cable; provided, however, that Franchisee shall charge for the provision of Basic Service to the additional service outlets once installed. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen, or damaged due to the negligence or other wrongful acts of the LFA.

4. SYSTEM OPERATION

As provided in Section 2.2, the parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities. The jurisdiction of the LFA over such Telecommunications Facilities is restricted by federal and state law, and LFA does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1 *Technical Requirement:* Franchisee shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of Cable Services for all cable programming services. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electrical Code and any other applicable federal law and the laws of the State of Washington to the extent not in conflict with federal law and regulations.

5.2 *System Characteristics:* Franchisee's Cable System shall meet or exceed the following requirements:

5.2.1 The System shall be designed with an initial digital carrier passband between fifty (50) and eight hundred sixty (860) MHz.

5.2.2 The System shall be designed, constructed and maintained to be an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.3 *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and state law in order that emergency messages may be distributed over the System in video and audio formats as required by state and federal law.

6. EG SERVICES

6.1 Access Channels:

6.1.1 In order to ensure availability of educational and government programming, Franchisee shall provide, without charge to the LFA, on the Basic Service Tier one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, "EG Channels"); and Franchisee shall reserve on its Basic Service Tier for LFA's future use a total of two (2) additional dedicated Channels for Educational Access and/or Government Access (the "Reserve Channels") (the EG Channels and the Reserve Channels are collectively referred to as the "Access Channels").

6.1.2 The parties agree that Franchisee shall retain the right to utilize all such Access Channels, in its sole discretion, during the term of this Franchise until such time that Franchisee activates LFA's Access Channels pursuant to Section 6.1 and/or if LFA ceases to use the Access Channels during the Term of this Agreement. The LFA shall comply with applicable law regarding the use of EG Channels. Franchisee shall only be required to provide the Reserve Channels so long as the other Cable Operators in the Franchise Area are also providing similar channels.

6.1.3 Upon the signing of this Agreement, the LFA hereby notifies Franchisee of its intent to provide programming to be carried on the Government and Educational Access Channels; such notification shall constitute authorization to the Franchisee to transmit such programming within and outside of the LFA.

6.1.4 The LFA may activate the Reserve Channels during the Term by providing the Franchisee with written notice of the need for additional Access Channel capacity at least one hundred eighty (180) days prior to the date it intends to activate the Reserve Channel, demonstrated by a programming schedule for EG programming on the existing Government or Educational Access Channel, as applicable, consisting of at least six (6) hours per day, which programming for purposes of this calculation shall not include repeat programming generated per day or character-generated programming. Such written notice shall authorize the Franchisee to transmit the Reserve Channel within and outside of the LFA.

6.1.5 The Franchisee specifically reserves the right to make or change channel assignments in its sole discretion and shall provide notice of such changes as set forth in the Customer Service Standards, Exhibit D, Sections 10.E and 10.G.4. The Access Channels shall be used for community programming related to Educational and/or Governmental activities. The LFA shall have complete control over the content, scheduling, and administration of the Access Channels and may delegate such functions, or a portion of such functions, to an appropriate designee upon written notice from the LFA to Franchisee. The Franchisee shall not exercise any editorial control over Access Channel programming.

6.1.6 The LFA shall provide and ensure suitable video and audio signals for the Access Channels to Franchisee at City Hall, 17544 Midvale Avenue N, Shoreline, WA 98133) or an alternative location mutually agreeable to the LFA and Franchisee (the "EG Channel Origination Site"). Upon completion of the new City Hall and with ninety (90) days prior

written notice from the LFA that video and audio signals will be available at the new City Hall, the EG Channel Origination Site can be changed to 17500 Midvale Avenue N, Shoreline, WA, 98133. The Franchisee's obligations under this Section 6.1, including its obligation to provide upstream equipment, lines and facilities necessary to transmit those video and audio signals, shall be subject to the provision by the LFA, to the extent applicable and without charge to the Franchisee, of:

- (1) access to the EG Channel Origination Site facility;
- (2) access to any required EG equipment within the EG Channel Origination Site facility and suitable required space, environmental conditions, electrical power supply, access, and pathways within the EG Channel Origination Site facility;
- (3) video and audio signals in a mutually agreed upon format suitable for EG Access Channel programming;
- (4) any third-party consent that may be necessary to transmit EG signals (including, without limitation, any consent that may be required with respect to third-party facilities, including the facilities of the incumbent cable provider, used to transmit EG content to the EG Channel Origination Site from auxiliary locations); and
- (5) any other cooperation and access to facilities as are reasonably necessary for the Franchisee to fulfill the obligations stated herein.

To the extent suitable video and audio signals are provided to Franchisee and the foregoing conditions in Section 6.1 are met, Franchisee shall, within one hundred eighty (180) days of written notice or provision of suitable video and audio signals, whichever is later, provide, install, and maintain in good working order the equipment necessary for transmitting the EG signal to Subscribers.

6.2 EG Grant:

6.2.1 The Franchisee shall provide a grant to the LFA, or its designee, to be used in support of the production of local EG programming (the "EG Grant"). Such grant shall be used by the LFA for EG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of EG access facilities.

6.2.2 The EG Grant as of the Effective Date is \$0.00 per Subscriber, per month. Subsequently, such amount can be modified as determined by the City Council no more than once each year and the EG Grant shall be no greater than \$1.00, per Subscriber, per month in the Service Area, and shall be the same amount required of all other Cable Operators in the Franchise Area. Franchisee's obligation under this Section 6.2.2. is contingent upon all other Cable Operators making the same grant payment on a per Subscriber, per month basis. The LFA shall give Franchisee sixty (60) days prior written notice before changing the amount of the EG Grant under this Section. The EG Grant payment, shall be delivered to the LFA concurrent with the Franchise Fee payment. Calculation of the EG Grant will commence with the first calendar month during which Franchisee obtains its first Subscriber in the Service Area

6.2.3 The LFA shall provide Franchisee with a complete accounting annually of the distribution of funds granted pursuant to this Section 6.2.2.

6.3 LFA shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owed to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a EG facility or Channel. LFA shall establish rules and regulations for use of EG facilities, consistent with, and as required by, 47 U.S.C. § 531.

6.3.1 To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of an EG Grant or any other costs arising from the provision of EG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

7. FRANCHISE FEES

7.1 *Payment to LFA:* Franchisee shall pay to the LFA a Franchise fee of five percent (5%) of annual Gross Revenue ("Franchise Fee"). In accordance with Title VI of the Communications Act, the twelve-month (12) period applicable under the Franchise for the computation of the Franchise Fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were inadvertently omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise Fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

7.2 *Supporting Information:* Each Franchise Fee payment shall be accompanied by a brief report that is verified by a financial manager of Franchisee showing the basis for the computation, substantially similar to that set forth in Exhibit D. No later than forty-five (45) days after the end of each calendar year, Franchisee shall furnish to the LFA an annual summary of Franchise Fee calculations.

7.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be four (4) years from the date on which payment by Franchisee is due.

7.4 *Interest Charge on Late Payments:* Late payments for any (i) Franchise Fees due pursuant to Section 7, (ii) EG Grant due pursuant to Section 6, (iii) Franchise Grant due pursuant to Section 14, and (iv) liquidated damages due pursuant to Section 13 shall be subject to the interest at the then-current rate set forth in RCW 19.52.020, which as of the date of execution of

this Agreement is twelve percent (12%) per annum from the due date to the date that such payment is made.

7.5 *No Release:* LFA's acceptance of payment shall not be construed as an agreement that the amount paid was correct, nor shall acceptance be construed as a release of any claim which the LFA may have for additional sums due under provisions of this Section 7.

7.6 *No Limitation on Taxing Authority:* Nothing in this Franchise shall be construed to limit any authority of the LFA to impose any tax, fee, or assessment of general applicability. Nothing in this Franchise is intended to preclude Franchisee from exercising any right it may have to challenge the lawfulness of any tax, fee, or assessment imposed by the LFA or any state or federal agency or authority, or intended to waive any rights the Franchisee may have under 47 U.S.C. § 542.

7.7 *EG Grant and Franchise Grant Not Franchise Fees:* Franchisee agrees that the EG Grant and Franchise Grant set forth in Sections 6 and 14 respectively, shall in no way modify or otherwise affect Franchisee's obligation to pay Franchise Fees to the LFA. Franchisee agrees that although the sum of Franchise Fees and the EG Grant and Franchise Grant may total more than five percent (5%) of Franchisee's Gross Revenues in any twelve-month (12) period, the additional commitments are not to be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise.

7.8 *Audits:*

7.8.1 The parties shall make every effort to informally consult and resolve any questions or issues regarding Franchise Fee or EG Grant payments and nothing herein shall be construed to preclude such informal consultations or review of Franchisee's books. LFA may audit or conduct a Franchise Fee review of Franchisee's books and records no more than once every three (3) years during the Term, provided that the LFA shall require all other Cable Operators in the Franchise Area to be subject to competitively equitable audit requirements in any renewal or initial granting of such franchises after the Effective Date.

7.8.2 All records reasonably necessary for any such audit shall be made available by Franchisee to LFA within thirty (30) days of LFA's request.

7.8.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid the Franchise Fees by five percent (5%) or more, then Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to ten thousand dollars (\$10,000).

7.8.4 If the results of an audit indicate an overpayment of Franchise Fees, the parties agree that any undisputed overpayment shall be offset against future payments if applicable, within forty-five (45) days. If the results of an audit indicate an underpayment of Franchise Fees, the parties agree that any undisputed underpayment shall be paid within forty-five (45) days along with interest as set forth in Section 7.4.

7.8.5 Any audit shall be conducted by an independent third party. Any entity employed by the LFA that performs the audit or Franchise Fee review shall not be permitted to

be compensated on a success based formula, *e.g.* payment based on an underpayment of fees, if any.

7.9 *Bundled Services*: If Cable Services subject to the Franchise Fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise Fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with applicable federal or state laws, rules, and regulations, or Washington Utilities and Trade Commission regulations, standards or orders. Franchisee shall not allocate revenue between Cable Services and Non-Cable Services with the purpose of evading or substantially reducing the Franchisee's Franchise Fee obligations to the LFA.

7.10 *Alternative Fees*: In the event that Franchise Fees are prohibited by any law or regulation, Franchisee agrees to pay any substitute fee or amount allowed by law up to a maximum amount of five percent (5%) of Gross Revenues, so long as the substitute fee is imposed on all other Cable Operators in the Franchise Area and Franchisee is given thirty (30) days notice of the substitute fee by the LFA.

8. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit D, which shall be binding unless amended by written consent of the parties.

9. REPORTS AND RECORDS

9.1 *Open Books and Records*: Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during normal business hours (those hours during which most similar businesses in the community are open to serve customers) and on a nondisruptive basis, at a mutually agreed upon location in the Franchisee's Title II territory in Washington, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than six (6) years, provided that if, as a result of reviewing Franchisee's records, LFA identifies specific records and requests that such records be retained beyond the six-year (6) period, Franchisee shall retain those records for an additional twelve (12) months. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as confidential and only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof, unless otherwise required by law whereupon the LFA will notify Franchisee pursuant to Section 9.2. Franchisee shall not be required to provide Subscriber information in violation of section 631 of the Communications Act, 47 U.S.C. § 551.

9.2 *Public Disclosure:* If, in the course of enforcing this Franchise or for any other reason, the LFA believes it must disclose any Franchisee confidential information pursuant to Washington law, the LFA shall provide reasonable advance notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

9.3 *Records Required:* Franchisee shall at all times maintain:

9.3.1 Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term “complaint” as used herein refers to complaints about any aspect of the Cable System or Franchisee’s cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.3.2 Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.3.3 Records of service calls for repair and maintenance for a period of three (3) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.3.4 Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.3.5 A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

10. INSURANCE AND INDEMNIFICATION

10.1 *Insurance:*

10.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

10.1.1.1 Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System and the conduct of Franchisee’s Cable Service business in the LFA.

10.1.1.2 Automobile Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for bodily injury and property damage.

10.1.1.3 Workers’ Compensation Insurance meeting all legal requirements of the state of Washington.

10.1.1.4 Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease: \$100,000 employee limit; and (C) Bodily Injury by Disease: \$2,000,000 policy limit.

10.1.1.5 Umbrella or excess liability insurance in the amount of three million dollars (\$3,000,000).

10.1.2 The LFA shall be included as an additional insured under each of the insurance policies required in this Article 10 except Worker's Compensation and Employer's Liability Insurance. Franchisee shall provide to the LFA a copy of the blanket additional insured endorsements for General and Auto liability, or similar documentation demonstrating compliance. Receipt by an LFA of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements.

10.1.3 Each of the required insurance policies shall be with insurers qualified to do business in the State of Washington with an A.M. Best Financial Strength rating of A- or better.

10.1.4 Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement. In the event that the insurance company cancels the policy, Franchisee will work diligently to obtain replacement insurance so there is no gap in coverage.

10.1.5 Franchisee shall deliver to LFA Certificates of Insurance showing evidence of the required coverage.

10.1.6 The limits required above may be satisfied with a combination of primary and excess coverage.

10.2 *Indemnification:*

10.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, its elected officials, officers, agents, boards and employees, from and against any liability, damages or claims, settlements approved by Franchisee pursuant to Section 10.2.2 or judgments, arising out of, or resulting from, the Franchisee's activities pursuant to this Franchise, provided that the LFA shall give Franchisee written notice of its obligation to indemnify the LFA within ten (10) days of receipt of a claim or action pursuant to this Section, (or up to thirty (30) days as long as such notice causes no prejudice to the Franchisee). Notwithstanding the foregoing, Franchisee shall not indemnify the LFA, for any damages, liability or claims resulting from the willful misconduct, negligence, or breach of obligation of the LFA, its officers, agents, employees, attorneys, consultants, or independent contractors, for which the LFA is legally responsible, or for any activity or function conducted by any Person other than Franchisee in connection with EG Access or EAS.

10.2.2 With respect to Franchisee's indemnity obligations set forth in Section 10.2.1, Franchisee shall provide the defense of any claims or actions brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the LFA

from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA, and the third party is willing to accept the settlement, but the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

11. TRANSFER OF FRANCHISE

11.1 Transfer of the Franchise means:

11.1.1 Any transaction in which:

11.1.1.1 an ownership or other interest in Franchisee, the Franchise or the Cable System is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

11.1.1.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

11.1.2 However, notwithstanding Sections 11.1.1.1 and 11.1.1.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

11.2 Subject to section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior written consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned so long as the transferee assumes the obligations of the Franchisee hereunder. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 11.1.2 above.

12. RENEWAL OF FRANCHISE

12.1 The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of section 626 of the Communications Act, 47 U.S.C. § 546.

12.2 In addition to the procedures set forth in said section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under

the then-current Franchise term. The LFA further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C. § 546 and pursue renewal of the Franchise prior to expiration of its term.

12.3 Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

12.4 Franchisee and the LFA consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. § 546.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1 *Security*: Within thirty (30) days following the Effective Date of this Agreement, Franchisee shall provide to LFA security for the faithful performance by Franchisee of all material provisions of this Agreement. Franchisee shall maintain the Security at twenty thousand dollars (\$20,000) throughout the term of this Agreement, so long as all other Cable Operators in the Franchise Area are providing competitively equitable security within six (6) months of the Effective Date of this agreement, as evidenced by appropriate written notice from the LFA to the Franchisee. The form of the security may, at Franchisee's option, be a performance bond, letter of credit, cash deposit, cashier's check or any other security acceptable to LFA (the "Security").

13.1.1 If the Franchisee posts a performance bond, it shall be substantially in the form of Exhibit E.

13.1.2 In the event the Security provided pursuant to the Agreement is not renewed, is cancelled, is terminated or is otherwise impaired, Franchisee shall provide new security pursuant to this Article within sixty (60) days of notice.

13.1.3 Neither cancellation, nor termination nor refusal by surety to extend the bond, nor inability of Franchisee to file a replacement bond or replacement security for its obligations, shall constitute a loss to the LFA recoverable under the bond.

13.2 *Liquidated Damages*:

13.2.1 In the event the LFA determines that Franchisee has breached this Agreement, after following the procedures in Sections 13.3 and 13.4, the LFA may assess the following as liquidated damages, provided that the LFA shall require all other Cable Operators in the Franchise Area to be subject to competitively equitable liquidated damages in any renewal or initial granting of such franchises after the Effective Date:

13.2.1.1 Two hundred fifty dollars (\$250) per day for failure to provide EG Access Channels as set forth herein;

13.2.1.2 One hundred fifty dollars (\$150) per day for material breach of the customer service standards set forth in Exhibit D;

13.2.1.3 One hundred dollars (\$100) per day for failure to provide reports as required by the Franchise; or

13.2.1.4 Up to two hundred fifty dollars (\$250) per day for any other material breaches or defaults of this Agreement.

Franchisee shall pay any liquidated damages assessed by LFA within thirty (30) days after they are assessed. Liquidated damages shall accrue starting on the first date of the occurrence of the noncompliance. If liquidated damages are not paid within the thirty (30) day period, LFA may proceed against the Security. Total liquidated damages shall not exceed twenty thousand dollars (\$20,000) in any twelve-month (12) period.

13.2.2 Assessment of liquidated damages shall not constitute a waiver by LFA of any other right or remedy it may have under this Franchise or applicable law except as set forth in this Agreement, including without limitation its right to recover from Franchisee such additional damages, losses, costs and expenses, as may have been suffered or incurred by City by reason of or arising out of such breach of this Franchise. Notwithstanding the foregoing, if LFA elects to assess liquidated damages pursuant to this Section, such election shall constitute LFA's exclusive remedy for the violation for which the liquidated damages were assessed for a period of sixty (60) days. Thereafter, the remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another remedy, or the exercise of any rights of the LFA at law or equity, provided that the cumulative remedies may not be disproportionate to the magnitude and severity of the breach for which they are imposed.

13.2.3 Subject to Sections 13.3 and 13.4, and subject to the assessment of any liquidated damages pursuant to Section 13.2, LFA may elect to pursue other legal and equitable remedies at any time during the term of this Franchise.

13.3 *Notice of Violation:* In the event LFA believes that Franchisee has not complied with the terms of the Franchise, failed to perform any obligation under this Agreement or has failed to perform in a timely manner, LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem within twenty (20) days, LFA shall notify Franchisee in writing, stating with reasonable specificity the nature of the alleged violation (the "Noncompliance Notice").

13.4 *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which cure is projected to be completed. Upon cure of any noncompliance, LFA shall provide written confirmation that such cure has been effected.

13.5 *Remedies:* Subject to applicable federal and state law, in the event the LFA, after the procedures set forth in Sections 13.3 and 13.4, determines that Franchisee is in default of any material provision of this Franchise, the LFA may take the following actions:

13.5.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

13.5.2 Seek liquidated damages as set forth herein;

13.5.3 Commence an action at law for monetary damages or seek other equitable relief;

13.5.4 In the case of a substantial material default of the Franchise, seek to revoke the Franchise in accordance with Section 13.6.

13.6 *Revocation:*

13.6.1 As set forth in this Section 13.6, the LFA may seek to revoke this Franchise in the event of a substantial material default of this Franchise. Should the LFA seek to revoke this Franchise after following the procedures set forth in Sections 13.3 and 13.4, the LFA shall give written notice to Franchisee of such intent to revoke this Franchise. This notice of intent to revoke is in addition to the Notice of Noncompliance pursuant to Section 13.3. The notice shall set forth with reasonable specificity the reasons for revocation. The Franchisee shall have thirty (30) days to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a public hearing. The LFA shall notify the Franchisee in writing of the time and place of the public hearing at least thirty (30) days prior to the public hearing.

13.6.2 At the revocation hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to compel the testimony of persons as permitted by law, and to question and/or cross examine witnesses. The revocation hearing shall be a public hearing at which members of the public may testify under oath. A complete verbatim record shall be made of the revocation hearing by a court reporter. The costs of such court reporter shall be shared equally by the parties.

13.6.3 Following the public hearing, Franchisee may submit its proposed written findings and conclusions within twenty (20) days of the close of the public hearing. Thereafter, the LFA shall determine: (i) whether an event of default has occurred; (ii) whether such event of default should be excused; and (iii) whether such event of default has been cured or will be cured by the Franchisee; and (iv) whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any cure. If the LFA determines that the Franchise shall be revoked, the LFA shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the LFA to an appropriate court within thirty (30) days of notice of the LFA's decision.

13.6.4 The LFA may, at its sole discretion, take any lawful action which it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

13.7 *Franchisee Termination:* Franchisee shall have the right to terminate this Franchise and all obligations hereunder within ninety (90) days after the third anniversary of the

Service Date of this Franchise, if at the end of such three (3) year period Franchisee does not then in good faith believe it has achieved a commercially reasonable level of Subscriber penetration on its Cable System. Franchisee may consider subscriber penetration levels outside the Franchise Area but within the Puget Sound metropolitan area in this determination. Notice to terminate under this Section 13.7 shall be given to the LFA in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days prior written notice of its intent to cease Cable Service operations.

13.8 The LFA specifically does not by any provision of this Franchise, waive any immunity or limitation of liability under state or federal law, including but not limited to, section 635 A of the Communications Act.

14. MISCELLANEOUS PROVISIONS

14.1 *Franchise Grant*: Franchisee shall pay LFA six thousand (\$6,000) (the “Franchise Grant”). The Franchise Grant shall be payable sixty (60) days from the Effective Date, which may be used for any lawful purpose. The LFA agrees to require competitively similar obligations from other Cable Operators upon the future grant or renewal of a franchise agreement for the provision of Cable Service. To the extent permitted by federal law, Franchisee shall be allowed to recover this amount from Subscribers and may line-item or otherwise pass-through this amount to Subscribers. The reference to the line item shall accurately describe its purpose.

14.2 *Equal Employment Opportunity*: Franchisee shall comply with all applicable federal and state laws affording nondiscrimination in employment to all individuals regardless of their race, color, religion, age, sex, national origin, sexual orientation or physical disability.

14.3 *Actions of Parties*: In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.4 *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.5 *Preemption*: In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA or Franchisee.

14.6 *Force Majeure*: Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or liquidated

damages relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

14.7 *Good Faith Error:* Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to liquidated damages, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

14.8 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be deemed effective three (3) days after having been deposited by first class, postage prepaid, registered or certified mail, return receipt requested or one (1) day after having been deposited with any nationally recognized overnight courier for next day delivery, and addressed to the addressees below. Each party may change its designee by providing written notice to the other party.

14.8.1 Notices to Franchisee shall be mailed to:

Verizon Northwest Inc.
Attn: Tim McCallion, President
112 Lakeview Canyon Road, CA501GA
Thousand Oaks, CA 91362

with a copy to:

Mr. Jack H. White
Senior Vice President & General Counsel - Verizon Telecom
One Verizon Way
Room VC43E010
Basking Ridge, NJ 07920-1097

Notices to the LFA shall be mailed to:

City of Shoreline
Attn: City Manager
17544 Midvale Avenue N
Shoreline, WA 98133

14.9 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA, and supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.10 *Amendments:* Amendments to this Franchise shall be mutually agreed to in writing by the parties. No amendment will take effect if it will impair the security set forth in Section 13, unless otherwise agreed by the parties.

14.11 *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.12 *Severability*: If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

14.13 *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.14 *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services.

14.15 *No Joint Venture*: Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

14.16 *Independent Review*: LFA and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.17 *Venue*: The venue for any dispute related to this Franchise shall be in the United States District Court for the Western District of Washington in Seattle, provided it has subject matter jurisdiction; if no jurisdiction exists, then venue shall be in the Superior Court for King County.

14.18 *Attorneys' Fees*: If any action or suit arises between Franchisee and LFA for breach of this Franchise, the prevailing party, either the LFA or Franchisee, as the case may be, shall be entitled to recover all of its reasonable attorneys' fees, costs and expenses in connection therewith along with such other relief as the court deems proper.


14.19 *Publication Costs*: Franchisee shall pay for all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing provided for pursuant to this Franchise.

14.20 *Singular and Plural*: Except where the context indicates otherwise, words used herein, regardless of the number specifically used, shall be deemed and construed to include any other number, singular or plural as is reasonable in the context.

SIGNATURE PAGE FOLLOWS

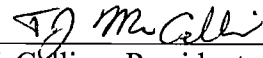
AGREED TO THIS 27th DAY OF October, 2008.


LFA

By: 
Robert L. Olander
City Manager



Verizon Northwest Inc.

By:  10/22/08
Tim McCallion, President

FORM APPROVED
Attorney 
Date 10/20/08

EXHIBITS

Exhibit A: Initial Service Area

Exhibit B: Municipal Buildings and Schools to be Provided Free Cable Service

Exhibit C: Remittance Form

Exhibit D: Customer Service Standards

Exhibit E: Performance Bond

EXHIBIT A
INITIAL SERVICE AREA

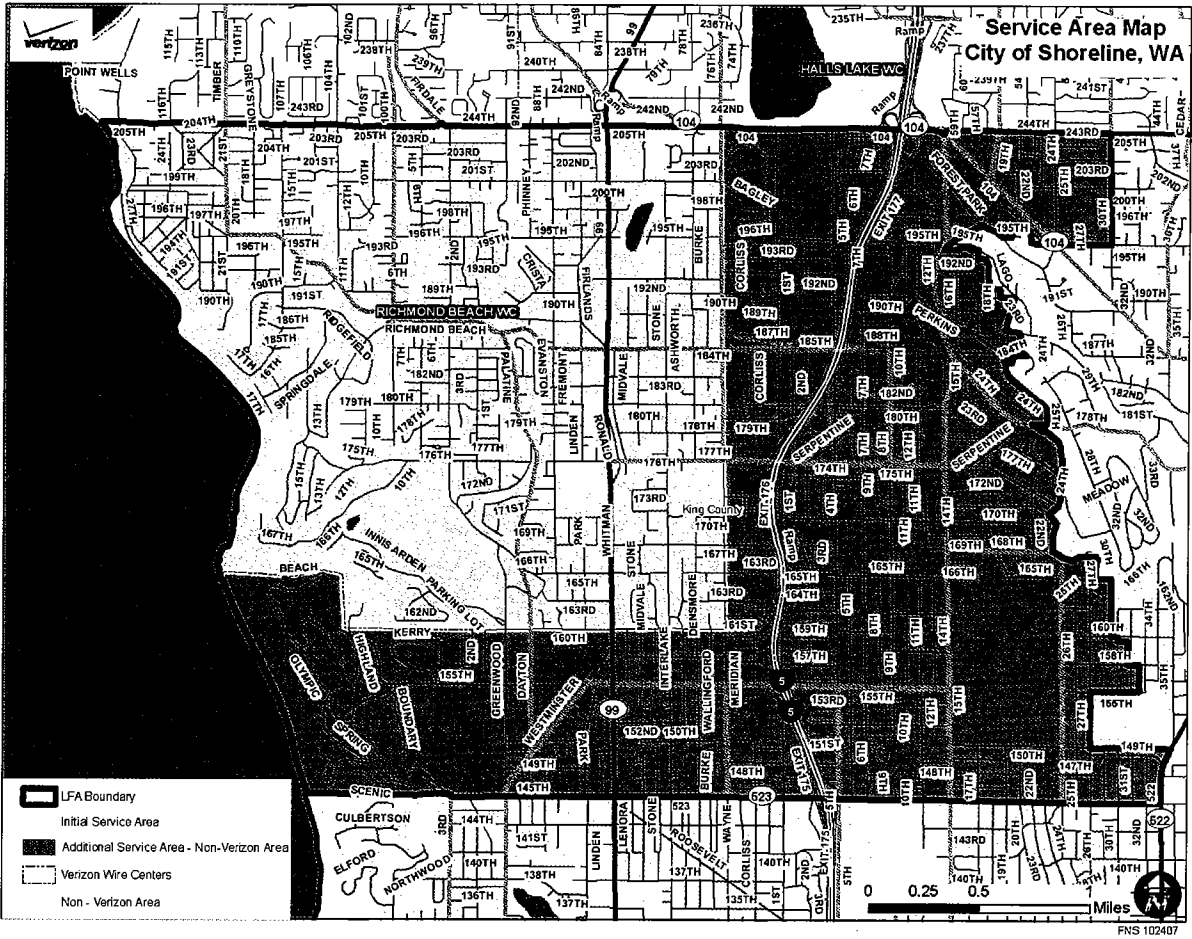


EXHIBIT B

MUNICIPAL BUILDINGS AND SCHOOLS TO BE PROVIDED FREE CABLE SERVICE

Existing Buildings:

City Hall
17544 Midvale Avenue N
Shoreline, WA 98133

City Hall Annex
1110 N 175th Street
Shoreline, WA 98177

Shoreline Police Station
1206 N 185th Street
Shoreline, WA 98133

Shoreline Police Neighborhood Center
624 Richmond Beach Road
Shoreline, WA 98177

Richmond Highlands Community Center
16554 Fremont Avenue N
Shoreline, WA 98133

Fire District Headquarters
17525 Aurora Avenue N
Shoreline, WA 98133

Fire Station 62
1851 NW 195th Street
Shoreline WA 98177

Fire Station 64
719 N 185th Street
Shoreline, WA 98133

Echo Lake Elementary
19345 Wallingford Avenue N
Shoreline, WA 98133

Einstein Middle School
19343 3rd Avenue NW

Shoreline, WA 98177

Highland Terrace Elementary
100 N 160th Street
Shoreline, WA 98133

Meridian Park Elementary
17077 Meridian Avenue N
Shoreline, 98133

Shoreline Children's Center
1900 North 170th Street
Shoreline, WA 98133

Shorewood High School
17300 Fremont Avenue N
Shoreline, WA 98133

Syre Elementary
19545 12th Avenue NW
Shoreline, WA 98177

Shoreline Community College
16101 Greenwood Avenue N
Shoreline, WA 98133

In the event that an existing building listed above is demolished and rebuilt in the same or different location in the Service Area, Franchisee will provide, subject to the terms and conditions set forth in Section 3.3, one service outlet activated for Basic Service so long as all other Cable Operators in the Franchise Area provide service at such location.

Future Buildings:

Future City Hall
17500 Midvale Avenue N
Shoreline, WA 98133

Franchisee will provide, subject to the terms and conditions set forth in Section 3.3 of this Franchise, one service outlet active for Basic Service at up to four (4) future public buildings in the Service Area, not including the future City Hall building, so long as all other Cable Operators in the Franchise Area provide service to at least the same number of future locations.

EXHIBIT C

REMITTANCE FORM

Franchise Fee Schedule/Report (Quarter and Year)

*City of XXXX**Verizon - fGTE**Washington**Franchise Fee Rate:* 5.00%

	Month 1	Month 2	Month 3	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$0.00	\$0.00	\$0.00	\$0.00
Usage Based Charges (e.g. PayPer View, Installation)	\$0.00	\$0.00	\$0.00	\$0.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Home Shopping	\$0.00	\$0.00	\$0.00	\$0.00
Late Payment	\$0.00	\$0.00	\$0.00	\$0.00
Other Misc. (Leased Access & Other Misc.)	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
PEG Fee Billed	\$0.00	\$0.00	\$0.00	\$0.00
Less:				
Bad Debt				
Total Receipts Subject to Franchise Fee Calculation	\$0.00	\$0.00	\$0.00	\$0.00
Franchise Fee Due	\$0.00	\$0.00	\$0.00	\$0.00

Verizon Northwest Inc. is hereby requesting that this information be treated as confidential and proprietary commercial trade secret information and financial statements and not disclosed in accordance with section XXXX and the Cable Television Franchise Agreement granted to Verizon Northwest Inc. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

EXHIBIT D

CUSTOMER SERVICE STANDARDS

These standards shall, starting six (6) months after the Service Date, apply to Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area. For the first six (6) months after the Service Date, Franchisee shall use best efforts to comply with the Customer Service Standards provided herein; it being agreed, however, that LFA will not impose liquidated damages during this first six (6) month period if Franchisee using best efforts fails to meet the Customer Service Standards.

SECTION 1: DEFINITIONS

A. Normal Operating Conditions: Those service conditions which are within the control of Franchisee, as defined under 47 C.F.R. § 76.309(c)(4)(ii). Those conditions which are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages that are not within the control of the Franchisee, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System.

B. Respond: The start of Franchisee's investigation of a Service Interruption by receiving a Subscriber call, and opening a trouble ticket, and begin working, if required.

C. Service Call: The action taken by Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Service Interruption: The loss of picture or sound on one or more cable channels.

E. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

F. Standard Installation: Installations where the Subscriber is within one hundred fifty (150) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

A. Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, all other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local

telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by Franchisee.

C. Franchisee may use an Automated Response Unit (“ARU”) or a Voice Response Unit (“VRU”) to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the LFA, but in no event more than once a quarter, forty-five (45) days following the end of each quarter, the Franchisee shall report to the LFA the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Section 2.D; and

(2) Percentage of time customers received a busy signal when calling the Franchisee’s service center as set forth in Section 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request.

G. At the Franchisee’s option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify LFA of such a change not less than thirty (30) days in advance.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the

provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order is placed if the Optical Network Terminal ("ONT") is already installed on the customer's premises. The Standard Installation shall be performed within fourteen (14) business days where there is no ONT at the time of service order. Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding those requested by the customer outside of these time periods.

C. The Franchisee shall provide the LFA with a report upon request from the LFA, but in no event more than once a quarter, noting the percentage of Standard Installations completed within the time periods provided in Section 3.B. Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request.

D. At Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify LFA of such a change not less than thirty (30) days in advance.

E. Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At Franchisee's discretion, Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

(1) Franchisee may not cancel an appointment window with a customer after the close of business on the business day prior to the scheduled appointment.

(2) If Franchisee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

F. Franchisee must provide for the pick up or drop off of equipment free of charge in one of the following manners: (i) by having a Franchisee representative going to the Subscriber's residence, (ii) by using a mailer, or (iii) by establishing a local business office within the Franchise Area. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at Subscriber's address or by a satisfactory equivalent.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. Franchisee shall promptly notify LFA of any Significant Outage of the Cable Service.

B. Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after LFA and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the foregoing, Franchisee may perform modifications, repairs and upgrades to the System between 12:01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls about Service Interruptions in the Service Area.

(2) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or LFA of a Cable Service problem.

E. Under Normal Operating Conditions, Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. Franchisee shall meet the standard in Section E of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. Franchisee shall provide LFA with a report upon request from the LFA, but in no event more than once a quarter, forty-five (45) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to LFA for review upon reasonable request. At the Franchisee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters one time during the term of this Agreement. Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

H. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the

Subscriber must promptly report the problem and allow Franchisee to verify the problem if requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning Cable Services provided to LFA facilities, Franchisee shall Respond to all inquiries from LFA within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, Franchisee shall notify LFA in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 5: CUSTOMER COMPLAINTS REFERRED BY LFA

Under Normal Operating Conditions, Franchisee shall begin investigating Subscriber complaints referred by LFA within seventy-two (72) hours. Franchisee shall notify the LFA of those matters that necessitate an excess of five (5) business days to resolve, but Franchisee must make all necessary efforts to resolve those complaints within ten (10) business days of the initial complaint. LFA may require Franchisee to provide reasonable documentation to substantiate the request for additional time to resolve the problem. Franchisee shall inform LFA in writing, which may be by an electronic mail message, of how and when referred complaints have been resolved within a reasonable time after resolution. For purposes of this Section, "resolve" means that Franchisee shall perform those actions, which, in the normal course of business, are necessary to (a) investigate the Customer's complaint; (b) advise the Customer of the results of that investigation; and (c) implement and complete steps to bring resolution to the matter in question.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills will comply with applicable federal and state laws, and shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmental-imposed fees. Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Section 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved, provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. Franchisee shall provide a telephone number and address clearly and prominently on the bill for Subscribers to contact Franchisee.

G. Franchisee shall forward a copy of any rate-related or customer service-related billing inserts or other mailings related to Cable Service, but not promotional materials, sent to Subscribers, to LFA.

H. Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may in the future, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of Franchisee, the payment alternative may be limited.

I. Upon request in writing from an LFA, LFA may request that Franchisee omit LFA name, address and telephone number from Franchisee's bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to Franchisee, or 3) who rent Subscriber equipment from Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Franchisee may charge for Subscriber equipment is the cost of the equipment which Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. Franchisee shall pay interest on deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by Franchisee or its authorized agent. Appropriate time considerations shall be included in Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. Franchisee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect Franchisee's equipment (for example, a dog chew).

B. Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

C. All of Franchisee's rates and charges shall comply with applicable federal and state law. Franchisee shall maintain a complete current schedule of rates and charges for Cable Services on file with the LFA throughout the term of this Franchise.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. Franchisee shall not terminate Cable Service for nonpayment of a delinquent

account unless Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to Franchisee's equipment, abusive and/or threatening behavior toward Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow Franchisee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by Franchisee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Franchisee equipment or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by Franchisee. For purposes of this Section, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from Franchisee.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing Franchisee shall be conducted in a courteous manner.

C. Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by Franchisee may be referred to LFA. A copy

of the annual notice required under this Section 10.C will be given to LFA at least fifteen (15) days prior to distribution to Subscribers.

D. All notices identified in this Section shall be by either:

- (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or
- (2) A separate electronic notification.

E. Franchisee shall provide reasonable notice to Subscribers and LFA of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of Franchisee. Franchisee shall provide a copy of the notice to LFA including how and where the notice was given to Subscribers.

F. Upon request by any Subscriber, Franchisee shall make available a parental control or lockout device to enable a Subscriber to control access to both the audio and video portions of any or all Channels. Franchisee shall inform its Subscribers of the availability of the lockout device at the time of their initial subscription and periodically thereafter.

G. Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Section 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of Franchisee:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by Franchisee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address, and telephone number of LFA, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of Franchisee's office to which complaints may be reported.

A copy of notices required in this Section 10.G. will be given to LFA at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Franchisee and as soon as possible if not within the control of Franchisee.

H. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

I. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the Channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

J. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

K. Franchisee will comply with privacy rights of Subscribers in accordance with applicable federal and state law, including 47 U.S.C. §551.

EXHIBIT E

Performance Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a Franchise Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

Bond No. _____

Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2008.

Principal

Surety

By: _____

By: _____, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)

TERMINATION LETTER CHECKLIST

1. Do you use a termination letter?
2. Identify issue: What is the employee being terminated for?
3. Identify source of employer expectation: performance standard, company rule, common sense.
4. Identify specific employee conduct or performance.
5. Identify prior warnings, counseling, instances of the conduct, etc., or give reason for no prior warning.
6. Identify impact on company.
7. Review any other reasons for company actions.
8. Discuss return of company property, keys, etc.
9. Review trade secrets, other confidential information, noncompetition or nonsolicitation agreements, severance, or other employment agreements.
10. Discuss COBRA, 401(k), etc.
11. If appropriate, refer to EAP, etc.
12. Discuss appeal or grievance procedure notice.
13. For the sensitive termination: Should you talk to your lawyer before preparing this admissible document?

ORDINANCE NO. 905

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON EXTENDING AND RESTATING THE FRANCHISE GRANTED TO VERIZON NORTHWEST INC. AND SUBSEQUENTLY TRANSFERRED TO NORTHWEST FIBER LLC BY ORDINANCE NO. 522 FOR A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, OPERATE, AND REPAIR A CABLE SYSTEM IN, ON, ACROSS, OVER, ALONG, UNDER, UPON, THROUGH, AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON TO PROVIDE CABLE SERVICES.

WHEREAS, on October 27, 2008, pursuant to RCW 35A.11.020, RCW 35A.47.040, and Chapter 12.25 SMC, the Shoreline City Council passed Ordinance No. 522 granting a twelve-year non-exclusive franchise for a cable system within the public-rights-of-way of the City to Verizon Northwest, Inc; and

WHEREAS, the term of the Franchise granted by Ordinance No. 522 expires on November 4, 2020; and

WHEREAS, with the passage of Resolution No. 289, the franchise was transferred to Frontier Communications Corporation and, with the passage of Resolution No. 443, the franchise was transferred to Northwest Fiber LLC; and

WHEREAS, the City and Northwest Fiber LLC are currently negotiating a new franchise agreement but such negotiations are still on-going, having been impacted by the recent acquisition of Frontier by Northwest Fiber LLC, and may continue beyond the November 4, 2020 expiration date of the current franchise; and

WHEREAS, by providing a one-year extension of the Franchise granted by Ordinance No. 522, the City and Northwest Fiber LLC will be able to complete negotiations that benefit the residents of the City of Shoreline; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and welfare of the residents of the City of Shoreline to grant a one-year non-exclusive franchise to Northwest Fiber LLC for a cable system within the City rights-of-way to allow for productive negotiations to occur;

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

Section 1. Ordinance No. 522 Amended. Section 1 of Ordinance No. 522, granting a non-exclusive franchise to Verizon Northwest, Inc. now transferred to Northwest Fiber LLC, is hereby amended to provide for a one (1) year extension of the franchise:

Section 1. Grant of Franchise. The second sentence of this section is amended to read:

Subject to the provisions in Ordinance No. 522, the term of the franchise shall be extended for a period of one (1) year, beginning at 12:01 a.m. Pacific Time on November 5, 2020 and terminating at 11:59 p.m. Pacific Time on November 4, 2021, and shall grant Northwest Fiber LLC the right, privilege, and authority to construct, maintain, operate, and repair a cable system in, on, across, over, along, under, upon, through, and below the public rights-of-way to provide cable services in the City of Shoreline, all as provided in Exhibit A.

Exhibit A – Cable Franchise Agreement. Section 2.3. Term. This subsection is amended to read:

The amended and extended term of the Franchise granted hereunder shall be from 12:01 a.m. Pacific Time on November 5, 2020 to 11:59 p.m. Pacific Time on November 4, 2021.

Section 2. Terms and Conditions of Non-Exclusive Franchise Granted by Ordinance No. 522 Remain the Same. Except as specifically provided in this Ordinance, the terms and conditions of the non-exclusive franchise granted to Northwest Fiber LLC by Ordinance No. 522, including Exhibit A Cable Franchise Agreement, continue in full force and effect.

Section 3. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this Ordinance to Northwest Fiber. No later than 11:59 p.m. PST, November 4, 2020, Northwest Fiber LLC shall accept in writing the extension authorized by this Ordinance and the continuation of the non-exclusive franchise granted by Ordinance No. 522. If Northwest Fiber LLC fails to provide written acceptance, this Ordinance shall become null and void and the franchise granted by Ordinance No. 522 shall expire.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this Ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 5. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to any person or situation.


Section 6. Publication and Effective Date. In accordance with state law, a summary of this Ordinance shall be published in the official newspaper. The cost of such publication shall be borne by Northwest Fiber LLC. If accepted by Northwest Fiber LLC as provided in Section 3 above, this Ordinance shall take effect at 12:01 am Pacific Time on November 5, 2020. Otherwise, this Ordinance and the franchise granted by Ordinance No. 522 shall become null and void as of 11:59 pm Pacific Time on November 4, 2020.


PASSED BY THE CITY COUNCIL ON OCTOBER 19, 2020.


Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:


Jessica Simulcik Smith
City Clerk


Julie Ainsworth-Taylor, Assistant City Attorney
On behalf of Margaret King, City Attorney

Date of Publication: October 22, 2020
Effective Date: November 5, 2020

ORDINANCE NO. 938

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON EXTENDING AND RESTATING THE FRANCHISE GRANTED BY ORDINANCE NO. 522, AS AMENDED BY ORDINANCE NO. 905, FOR A NON-EXCLUSIVE FRANCHISE TO FRONTIER COMMUNICATIONS NORTHWEST, LLC (DBA ZIPLY FIBER) TO CONSTRUCT, MAINTAIN, OPERATE, AND REPAIR A CABLE SYSTEM IN, ON, ACROSS, OVER, ALONG, UNDER, UPON, THROUGH, AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF SHORELINE, WASHINGTON TO PROVIDE CABLE SERVICES.

WHEREAS, on October 27, 2008, pursuant to RCW 35A.11.020, RCW 35A.47.040, and Chapter 12.25 SMC, the Shoreline City Council passed Ordinance No. 522 granting a twelve-year non-exclusive franchise for a cable system within the public-rights-of-way of the City to Verizon Northwest, Inc; and

WHEREAS, with the passage of Resolution No. 289, the Franchise was transferred to Frontier Communications Corporation and, with the passage of Resolution No. 443, the Franchise was transferred to Northwest Fiber LLC, now known as Frontier Communications Northwest, LLC (dba Ziply Fiber); and

WHEREAS, on October 19, 2020, the City Council extended the Franchise one (1) year to allow for continued negotiations, with the Franchise terminating on November 4, 2021; and

WHEREAS, in 2020, Northwest Fiber LLC acquired Frontier Communications Corporation, operating the infrastructure as Frontier Communications Northwest, LLC (dba Ziply Fiber). Given the acquisition, Frontier Communications Northwest, LLC (dba Ziply Fiber) has been focusing on the transition; and

WHEREAS, given the acquisition and the transition process, franchise negotiations have been impacted and therefore, Franchise negotiations may continue beyond the November 4, 2021 expiration date of the current Franchise; and

WHEREAS, by providing a one-year extension of the Franchise granted by Ordinance No. 522, the City and Frontier Communications Northwest, LLC (dba Ziply Fiber) will be able to complete negotiations that benefit the residents of the City of Shoreline; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety, and welfare of the residents of the City of Shoreline to grant a one-year non-exclusive franchise to Frontier Communications Northwest, LLC (dba Ziply Fiber) for a cable system within the City rights-of-way to allow for productive negotiations to occur;

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

Section 1. Ordinance No. 522, as amended by Ordinance No. 905, Amended. Section 1 of Ordinance No. 522, as amended by Ordinance No. 905, granting a non-exclusive franchise to Verizon Northwest, Inc. now transferred to Frontier Communications Northwest, LLC (dba Ziplly Fiber), is hereby amended to provide for a one (1) year extension of the franchise:

Section 1. Grant of Franchise. The second sentence of this section is amended to read:

Subject to the provisions in Ordinance No. 522, as amended by Ordinance No. 905, the term of the franchise shall be extended for a period of one (1) year, beginning at 12:01 a.m. Pacific Time on November 5, 2021 and terminating at 11:59 p.m. Pacific Time on November 4, 2022, and shall grant Frontier Communications Northwest, LLC (dba Ziplly Fiber) the right, privilege, and authority to construct, maintain, operate, and repair a cable system in, on, across, over, along, under, upon, through, and below the public rights-of-way to provide cable services in the City of Shoreline, all as provided in Exhibit A.

Exhibit A – Cable Franchise Agreement. Section 2.3. Term. This subsection is amended to read:

The amended and extended term of the Franchise granted hereunder shall be from 12:01 a.m. Pacific Time on November 5, 2021 to 11:59 p.m. Pacific Time on November 4, 2022.

Section 2. Terms and Conditions of Non-Exclusive Franchise Granted by Ordinance No. 522, as amended by Ordinance No. 905, Remain the Same. Except as specifically provided in this Ordinance, the terms and conditions of the non-exclusive franchise granted to Frontier Communications Northwest, LLC (dba Ziplly Fiber) by Ordinance No. 522, as amended by Ordinance No. 905, including Exhibit A Cable Franchise Agreement, continue in full force and effect.

Section 3. Directions to City Clerk. The City Clerk is hereby authorized and directed to forward certified copies of this Ordinance to Communications Northwest, LLC (dba Ziplly Fiber). No later than 11:59 p.m. PST, November 4, 2021, Frontier Communications Northwest, LLC (dba Ziplly Fiber) shall accept in writing the extension authorized by this Ordinance and the continuation of the non-exclusive franchise granted by Ordinance No. 522, as amended by Ordinance No. 905. If Frontier Communications Northwest, LLC (dba Ziplly Fiber) fails to provide written acceptance, this Ordinance shall become null and void and the franchise granted by Ordinance No. 522, as amended by Ordinance No. 905, shall expire.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and/or the Code Reviser are authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 5. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional

or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

Section 6. Publication and Effective Date. In accordance with state law, a summary of this Ordinance shall be published in the official newspaper. The cost of such publication shall be borne by Frontier Communications Northwest, LLC (dba Ziplly Fiber). If accepted by Frontier Communications Northwest, LLC (dba Ziplly Fiber) as provided in Section 3 above, this Ordinance shall take effect at 12:01 am Pacific Time on November 5, 2021. Otherwise, this Ordinance and the franchise granted by Ordinance No. 522, as amended by Ordinance No. 905, shall become null and void as of 11:59 pm Pacific Time on November 4, 2021.

PASSED BY THE CITY COUNCIL ON OCTOBER 4, 2021.

Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

Jessica Simulcik-Smith
City Clerk

Julie Ainsworth-Taylor
Assistant City Attorney
On behalf of
Margaret King
City Attorney

Date of Publication: , 2021
Effective Date: , 2021

Section 3 Acceptance Date: , 2021

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing 2021-2023 City Council Goal 5, Action Step 5 Regarding RADAR, Alternatives to Police Services, and Other Possible Criminal Justice Reforms		
DEPARTMENT:	City Manager's Office Police Department		
PRESENTED BY:	Christina Arcidy, Management Analyst Shawn Ledford, Police Chief		
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:

At the 2021 City Council Strategic Planning Workshop, City Council created a new Action Step for Council Goal 5, which directed staff to "Support the effective and efficient delivery of public safety services by maximizing the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model; explore opportunities using an alternative-responder model similar to CAHOOTS (Crisis Assistance Helping Out on the Streets) through the North Sound cities partnership; and collaborate with King County District Court and other criminal justice service partners to address the inequitable treatment of low-income misdemeanor defendants through options such as a warrant release program, a relicensing program, and other efforts to lower Court Failure to Appear rates."

Tonight, Council will hear updates on this Action Step, which will include an opportunity for Council to hear from the North Sound RADAR Program regarding program updates and have an opportunity to ask questions of Brook Buettner, RADAR Navigator Program Manager, and Shawn Ledford, Shoreline Police Chief, about the RADAR Program status and future plans. Council will also hear an update regarding types and possible options for alternative-responses to Police calls for service and opportunities to work with other criminal justice partners to implement reforms.

RESOURCE/FINANCIAL IMPACT:

Staff is not proposing any program recommendations at this time, therefore there are currently no financial impacts except for staff time to complete the workplan.

RECOMMENDATION

No action is required at this time. Staff recommends that Council ask questions of RADAR staff on current challenges and future expansion; provide feedback on what police services/types of calls the City should prioritize to explore providing or handling differently based off of the preliminary research provided; and give feedback on the proposed next steps and workplan.

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

BACKGROUND

Maintaining a safe community for all is of paramount importance to City leadership. Recent events, both locally and nationally, have prompted a significant degree of interest in how public safety services are delivered and if there are alternatives to law enforcement officers delivering any of those services. The provision of police services is one aspect of Shoreline's public safety landscape and the current focus of Council and staff. Council discussed the provision of police services at their 2021 City Council Strategic Planning workshop. Council was provided a staff-generated memo to support the Police Services Discussion (Attachment A).

At the conclusion of the Strategic Planning Workshop discussion, Council created a new Action Step for Council Goal 5, which directed staff to "Support the effective and efficient delivery of public safety services by maximizing the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model; explore opportunities using an alternative-responder model similar to CAHOOTS (Crisis Assistance Helping Out on the Streets) through the North Sound cities partnership; and collaborate with King County District Court and other criminal justice service partners to address the inequitable treatment of low-income misdemeanor defendants through options such as a warrant release program, a relicensing program, and other efforts to lower Court Failure to Appear rates." This Action Step builds on previous work of the City, which is outlined in this section.

Response Awareness De-escalation and Referral (RADAR)

In 2016, the Shoreline Police Department started a pilot program called RADAR, after being one of seven successful applicants out of over 100 to receive a United States Department of Justice grant for projects under their Smart Policing Initiative (SPI) in October 2015. The goal of SPI was to identify the development of programs and strategies that are effective, efficient, and economical ways to reduce crime, ensure higher case closure rates, and increase agency efficiency and improve community collaboration and relations. Shoreline collaborated with the King County Sheriff's Office (KCSO) and potential research partners from George Mason University and the Police Foundation to develop a competitive application for RADAR. Further information on the RADAR pilot funded by the Department of Justice grant can be found here: [Approval of the Grant Agreement Between the United States Department of Justice and the City of Shoreline for the Risk Awareness, De-escalation, and Referral \(RADAR\) Program and Approval for the City Manager to Enter into Agreements to Implement the Program.](#)

When the program was first envisioned, the overall goal of RADAR was to enhance community and first responder safety through relationship-based policing, community care-taking, and procedural justice. The RADAR program was designed as follows:

1. Identify, assess, and establish cooperative relationships with individuals at risk of violence due to mental health issues, cognitive deficits, or substance abuse.
2. Engage in a cooperative alliance with these individuals and the "circle of support" (family members and friends).

3. Establish safety protocols, de-escalation techniques, and voluntary strategies to remove weapons prior to crisis events.
4. Share accurate and updated de-escalation information with first responders to ensure a safe and consistent response.
5. Evaluate the effectiveness of RADAR using a rigorous program evaluation process.

RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response. It also provides resources for officers to follow up with a Mental Health Professional (MHP) Navigator for at-risk individuals in the community. While all officers may make a referral to RADAR, between five to seven Shoreline deputies and one sergeant currently work in the RADAR program, co-responding with a MHP Navigator. Deputies self-select to work with RADAR based on their interest in supporting people with behavioral and mental health needs. Once selected, the deputies shadow an experienced RADAR co-responder team (a deputy and MHP Navigator) before going out into the field on calls. The goals of the RADAR program are to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, to enhance community and first responder safety by reducing the potential for police use of physical force, and to reduce repeat calls for service.

In 2018, Shoreline began discussions with other North King County cities to expand the RADAR program. Shoreline began partnering with the cities of Lake Forest Park, Kenmore, Bothell, and Kirkland on this program expansion. The North Sound RADAR cities requested funding for a consultant to help establish the expanded program, a project manager to oversee the MHP Navigators and coordinate efforts between the cities, and four part-time MHP Navigators to work in the field to support law enforcement in the member cities to follow-up with individuals in crisis. The King County Council subsequently approved using Mental Illness and Drug Dependency (MIDD) Behavioral Health Sales Tax funds to support the North Sound RADAR program for 2019 and 2020.

The Center for Evidence-Based Crime Policy (CEBCP) in the Department of Criminology, Law and Society at George Mason University released the [final evaluation report on RADAR](#) in 2019. This process and outcome evaluation found that RADAR was successfully implemented and was well-received by deputies. By 2019 all Shoreline deputies who responded to the evaluation survey had heard of RADAR. A majority checked for response plans before responding to calls, viewed RADAR favorably, and believed the program contributed to their job satisfaction and effectiveness. RADAR Deputies surveyed after RADAR implementation were also significantly more likely than those surveyed during the planning phase to feel empathy for people with behavioral health and/or developmental disabilities (BH/DD) and significantly less likely to have used force against them.

The evaluation did not find significant effects on rates of mental health-related calls for service or incidents. Consistent with the survey, the researchers found that use of force

was lower after RADAR was implemented, but this was not statistically significant. However, due to the small number of calls and incidents, especially those involving force, the researchers concluded that it was likely that they would not have been able to detect significant effects in this study even if they existed. Nonetheless, they concluded that RADAR has clearly had a positive influence on the Shoreline Police Department's culture in terms of changing attitudes and responses to people with BH/DD. The researchers noted that it is likely that the translation of this cultural shift into robust effects on calls and incidents could take many years, but that the trend points in the right direction.

The report concludes with a number of recommendations for sustaining and expanding RADAR, particularly the navigator portion, in order to realize any potential long-term benefits of the program. These include:

- continuing to expand the existing regional collaboration, particularly in terms of streamlining technology and information-sharing systems;
- institutionalizing the navigator position as a formal social work career path through intentional, structured hiring, onboarding, and training; and
- identifying additional resources and sources of support in the community to continue implementing the program at relatively low cost.

While RADAR's goals have remained the same, the program has expanded to include the ability for limited co-response – meaning Police and MHP Navigators respond to an incident together – to persons in mental health crisis during a RADAR shift and for follow-up response by RADAR Deputies and MHPs for willing individuals. RADAR MHP Navigators currently spend roughly 20% of their time responding to in-progress calls with Police across the five cities. This will likely increase as staffing improves and when Navigators can be deployed without an officer.

Alternative-Responder Models

The Shoreline community currently benefits from three alternative-responder programs. The first is the City's Code Enforcement and Customer Response Team (CECRT). This team assists police with several responses the police department would otherwise be charged with if CECRT did not exist. For example, CECRT help both police and fire with traffic control during major incidents. This support occurs 24/7, with staff sometimes being called in after hours to provide this service. CECRT staff also start the unauthorized vehicle in the right-of-way process, which is one of the most requested services of CECRT. CECRT staff will conduct the intake, visit the vehicle to assess whether it may be in violation of the City's Model Traffic Ordinance, and place the first notice on the vehicle, if necessary, directing the vehicle owner to move the vehicle. After the vehicle has been noticed, they will revisit the vehicle before alerting police that the vehicle is in violation of the MTO and is being forwarded to them for next steps in the process. Only sworn peace officers may impound an unauthorized vehicle in the City's right-of-way.

The second is Shoreline Police's Community Service Officer (CSO), which is a 1.0 FTE position within the Shoreline Police Department that helps with work and support tasks

that can be done by someone other than a sworn officer and is not armed. The CSO is assigned to assist domestic violence victims, transport children, and support patrol with found property, taking witness statements, and other non-violent calls. In Shoreline, this officer has supported programs such as the Nurturing Trust Program, a parent education program delivered in English and Spanish that sets the basis for the prevention of becoming a victim or perpetrator of domestic violence, drug use, child abuse and suicide, to name a few. The CSO is seen as a valuable position in building relationships within the community and assisting victims of crimes. When recruiting for the position, the KCSO often looks for someone with a background in social work or similar work as well as someone who is multi-lingual.

The third alternative-responder program is the North King County Mobile Integrated Health unit operated by the Shoreline Fire Department. It's predecessor, the North King County Community Medicine Team (CMT), was launched in October 2015 as a pilot program of King County EMS to explore a method for providing an alternative response to low-acuity or non-emergent medical calls. Today it is known as North King County Mobile Integrated Health (MIH) and serves Shoreline, Northshore, Bothell, and Woodinville Fire Departments. MIH is a patient-centered, innovative delivery model offering on-demand, needs-based care, and preventative services. The team is comprised of one firefighter and one social worker. This two-person team provides the fire departments with additional resources to address the increasingly complicated medical and psychosocial situations faced in the community in a referral model. Firefighters across the four agencies have the ability to refer a patient to the MIH team and request additional help for individuals struggling at home. Interventions in 2019 included coordinated medical care, mental health support, fall prevention referrals, coordination with case management, substance abuse intervention, and more. This program has allowed fire departments to provide meaningful intervention and impact a patient's wellbeing outside of the 911 emergency system. MIH received the following referrals (by year) for Shoreline patients: 137 (2017), 173 (2018), and 198 (2019).

Address the Inequitable Treatment of Low-Income Misdemeanant Defendants

The City has generally worked to address the underlying causes of individuals who commit misdemeanor offences and divert sentenced misdemeanor defendants from jail when it is safe to do so. For example, in 2019 the City partnered with King County District Court to expand their Community Court pilot. Community Court is an alternative problem-solving court that differs from traditional court in that it seeks to identify and address the underlying challenges of court participants that may contribute to further criminal activity. Individuals receive wrap around services and complete community service hours over several weeks to several months and check in with the Court weekly on their progress. While there may be set-backs with an individual's progress, the goal is to provide them with enough support that they can "graduate" from Community Court and have their criminal charges dropped. This helps them maintain stable housing, keep their job, and, sometimes, be reunited with family.

The City also has a history of providing alternatives to sentencing, such as work release and at-home detention, both of which show positive outcomes for misdemeanor

populations. The King County Jail ended the work release program in 2020 and will not be reinstating it after the pandemic. The vendor for the City's at-home detention recently closed. The City is interested in continuing these programs with new vendors, if possible, in the future.

Listening Sessions & Community Conversations

While not part of Council Goal 5, Action Step 5, staff and Equity and Social Justice Community Consultants have been co-creating a series of listening sessions and subsequent community conversations to hear directly from residents about their experiences, expectations, and desired outcomes in regard to local policing; establishing benchmarks to measure progress in achieving those expectations and outcomes; and identifying desired changes in policies and/or practices and implementing processes to effect those changes. These sessions came out of [Council Resolution No. 467](#) declaring the City's commitment to building an anti-racist community. Work related to these conversations is on-going and has by design yet to influence Council Goal 5, Action Step 5, though that is the intent.

DISCUSSION

Maximizing the North Sound RADAR Service Delivery Model

During the 2021 City Council Strategic Planning Workshop, Council expressed their interest in seeing the RADAR program fully staffed and operational as part of their interest in alternative police services models. Tonight, Council will hear from Brook Buettner, RADAR Navigator Program Manager, and Shawn Ledford, Shoreline Police Chief, about the RADAR Program's current status and future plans. The accompanying slides for this update can be found as Attachment B.

Staffing Challenges and Opportunities: RADAR continues to be funded by the [King County Mental Illness Drug Dependency \(MIDD\) Behavioral Health Sales Tax Fund](#). RADAR's difficulty recruiting and retaining qualified Mental Health Professional (MPH) Navigators is the primary barrier to maximizing the program at this time. RADAR MPH Navigators must pass a more stringent criminal background check than typical mental health professionals due to their access to sensitive information in a police department setting. Additionally, the MPH Navigator positions have only been parttime (0.5 FTE) contractor positions with a requirement to have their own liability insurance. The lack of hours, employer paid benefits, and requirement to provide their own insurance have been major barriers to filling the positions. To address this, RADAR is working on transitioning the MIDD funding to have three 1.0 FTE's instead of six 0.5 FTE's, hiring them as benefitted staff of one of the member cities (Bothell), and will not be requiring the MPH Navigators to provide their own additional liability insurance at this time, relying instead on the coverage provided by the Washington Cities Insurance Agency (WCIA) to extend WCIA's policy coverage for these positions. This transition is still underway and therefore the positions have not yet been posted. MPH Navigators are currently working under the parttime contractor model.

The MPH Navigator is generally considered a new position in the field and is therefore not a typical career track for mental health professionals. A lack of awareness and pre-career/mid-career training are likely keeping professionals from applying for these relatively new positions. In response to this and due to the success of RADAR locally, Shoreline Community College now offers the [Criminal Justice Advocacy Certificate](#). The 15 credit, 60 hour certificate was developed and is taught, by [Anura Shah LICSW, MHA](#), a forensic social worker who also teaches crisis intervention training to law enforcement officers. The certificate bridges the gap between criminal justice and sociology, law and psychology, and could support social workers who want to work alongside police to help mentally ill and marginalized populations. The hope is that the Shoreline Community College program will result in a more robust partnership between mental health professionals and law enforcement locally. This certificate is the first of its kind in the country.

Program Model: RADAR is currently primarily operating as a referral model, in that police officers make referrals to the RADAR program and the MPH Navigators follow up on these referrals outside of police calls for service. This entails RADAR Deputies and MPH Navigators making contacts to RADAR referrals, though there are times when a Navigator is available to respond to a scene that includes someone in a mental or behavioral health crisis more immediately. The MPH Navigators do not have their own police radios or vehicles, which is a barrier to being able to co-respond to an issue in progress with a police officer.

RADAR is looking ahead to make program advancements that would expand the services offered to member cities. Moving from a referral model to a hybrid referral/response model is the next overall program improvement RADAR is planning. Instead of only following up on a referral from a police officer, Navigators would be able to respond with a police officer in real time. To do so, RADAR would need an increase in MHP staffing to a minimum of 7.0 FTEs to provide for seven day a week coverage across the five member cities during peak hours of need (determined by clearing codes), two MHP Navigator vehicles, along with improved communication with incoming 911 calls. RADAR is currently working with the 911 dispatch services (NORCOM and KCSO 911 Dispatch Center) on information sharing that is setting a foundation for a change in the future.

RADAR is also seeking additional funding to target a weak point in the current treatment system, which is the transition from law enforcement contact and crisis to ongoing treatment services. In this transition, many people fall through the cracks and continue down the path of addiction and criminal activity. The City, the [Center for Human Services](#), and RADAR have applied for a Department of Justice's Bureau of Justice Assistance [Law Enforcement Behavior Health Responses grant](#) to provide additional co-responder capacity in the RADAR Program (0.5 FTE covered by existing funding sources and 0.5 FTE under the grant) and a full-time Mental Health Professional Treatment Navigator at the Center for Human Services, as well as covering some of the time of co-responding officers to begin to bridge an existing gap in services for RADAR participants.

A longer term goal of RADAR is to serve as both a co-responder and alternative responder program. When acting as an alternative responder, RADAR navigators would be directly dispatched by the 911 dispatch service without a police officer. This would require the creation of a 'decision tree', new dispatch protocols, potentially different staff training, and the use of RADAR-specific vehicles. The proposed expansion plan for RADAR is included as an attachment to this staff report (Attachment C).

Need for Regional Crisis Triage Facility: The Substance Abuse and Mental Health Services Administration (SAMHSA) has provided a best-practice toolkit for behavioral health crisis care. The toolkit explains the three essential elements that are needed to provide effective, modern and comprehensive crisis care to anyone, anywhere, anytime including 1) regional or statewide crisis call centers coordinating with one another in real time; 2) centrally deployed, 24/7 mobile crisis; and 3) crisis receiving and stabilization facilities. King County notably lacks a comprehensive walk-in crisis clinic or crisis center. Instead, Washington State offers several telephone crisis hotlines, which is not a substitute for a brick-and-mortar one-stop shop where, for example, first responders can take individuals, 24/7, who agree to speak with a professional about substance use treatment; where a high school junior having a terrible day can walk in after school and receive a nutritious snack as well as developmentally-appropriate counseling services; and where a new mother can seek the companionship and support of a group of peers who can offer her words of wisdom and comfort. Most crisis triage facilities are nonprofit, and many utilize trained volunteers as well as mental health professionals to provide 24/7 services, free of charge. These centers also connect callers to providers in their community that can support their needs. There are only 17 state-funded crisis triage beds in all of King County (located in Kent), and only ten of these beds have been available during the COVID-19 pandemic. While the Kent facility has a good history of working with those in need, it is far less than what is needed, especially if the number of MHP Navigators increases and makes more contacts with those who would benefit from a crisis triage facility.

Staff interviewed a number of professionals locally in the last 12 months about what is needed to successfully meet the needs of those in crisis, and all point to the urgent and immediate need for there to be a 24/7 crisis clinic within reasonable proximity to where a person in crisis lives that regularly has beds available for both first responders and community walk-ins. In response to this growing call for a crisis center, City Managers from the RADAR partner cities are working to draft a letter requesting support from the State Legislature to fund such a clinic in North King County, based partially on the success of the RADAR Program to date.

Next Step Recommendation: Staff recommends that the City Council sign onto a joint letter in support of a Crisis Triage Facility and support next step efforts with other elected officials for the successful funding and placement of this voluntary crisis facility in North King County. Next steps likely include seeking grants, making a request for funding from King County or the State Legislature, and establishing a RADAR member cities Crisis Triage Facility Task Force to determine siting and funding model.

Exploring an Alternative-Responder Model

Staff has completed some initial research on alternative-responder models that could be considered for shifting work historically completed by Shoreline Police to other staff or service providers.

Crisis Responses: There are no best practice models for crisis related alternative-responder models nationally, as this is still a new and evolving field (best practice defined here as “widely accepted as being correct or most effective”). That said, there are currently three models in use: Referral, Response, or Hybrid.

Referral-based models rely on police officers to assess, track, and convey community members’ needs to community responders. Generally, this is based on agreed-upon criteria, developed collaboratively among community responders and police leadership (i.e., a Memorandum of Understanding). The police officers will then provide a referral list to the community responders at the end of each shift. The responders subsequently schedule follow-up visits with the community members in need and provide the appropriate services. Often, the crisis has passed or lessened by the time the responder makes contact, however it is not unusual for the community responders to request police presence during the follow-up period. As noted above, the RADAR program is an example of a referral-based model.

Response-based models can be implemented in two distinct ways or combined: ride-alongs and/or via real-time requests. Ride-alongs are the most visible example of “co-responder” programs nationwide. A [crisis intervention trained](#)-certified police officer and a crisis responder are paired in the police officer’s marked vehicle for the duration of the shift to respond to calls for service. Other response-based models do not involve ride-alongs but are still considered co-response programs, such as police officers call a community responder to arrive on scene to assist during a crisis call.

Many programs throughout the nation are now beginning to realize the benefit of a hybrid referral-response model, whereby community responders can independently follow-up with identified community members in need but remain available for ride-alongs and for real-time requests.

Based on research done on responder models on behalf of the City of Kirkland, there is no community response program in the nation that responds to individuals in crisis with no involvement of law enforcement. All programs nationwide from Rochester, NY, to Denver, CO, work with police officers in some capacity. The programs that do not formally partner a community responder with a police officer still call upon police for presence and/or intervention, whether emergently or proactively, in instances where staff or bystander safety is of concern. If Shoreline were to develop an alternative-responder model, it will require partnership KCSO/Shoreline Police to ensure that police can and will support its implementation.

Before choosing a model, it would be necessary to understand more about the need in Shoreline or the region for an alternative-responder model. This would include a more

thorough understanding the types of calls being received, such as the days and times of days the calls come in, who the highest 911 users are and why they call, and the types of services that exist or where there are gaps in service that people need to no longer need to call 911. It is unknown whether or not KCSO is clearing calls in such a way that would help analyze this data or if that would need to be in place prior to analysis.

It would also be important to understand how the proposed RADAR expansion and the North King County Mobile Integrated Health (MIH) Program operated by Shoreline Fire would complement an alternative-responder model. RADAR's proposed expansion would allow mental health professional navigators to operate as co- and alternative-responders depending on the nature of the call. Navigators would be operating in a hybrid model, meaning they could both take referrals to follow up with after an incident or in response to a concern and respond in real time. This may satisfy a significant number of types of calls that an alternative-responder program would fulfil.

Non-Crisis Responses: There may be alternative service delivery methods that the Council would like to explore for other non-crisis calls for service. Staff previously collected feedback from Shoreline Police about calls for service that they believe could be explored for alternative- or non-responses. Based on the initial list, staff began to analyze the frequency of calls (where known) and develop a list of preliminary possible alternatives for response. The probability of success and consequences of shifting responsibility for these types of calls has not yet been analyzed. More work would also need to be done on what a sworn officer needs to address versus a non-commissioned officer or other type of alternative responder. It should be noted that a shift in funding from police or the addition of new funding would be necessary to shift work to an alternative responder.

Call for Service Type	# (%) of Calls in 2019	Preliminary Possible Alternative(s)
Welfare checks	1,015 (6.45%)	Request Shoreline Fire to respond
Trespassing, non-criminal (parks & businesses) ¹	UNK (less than 1,000 per year)	No response
Alarm	1,020 (6.48%)	CECRT responds (1-2 hour delay after hours)
Alarm – Commercial	417 (2.65%)	
Alarm – Residential	603 (3.83%)	
Noise complaint	628 (3.99%)	CECRT responds (1-2 hour delay after hours)
Mental health calls	600 (3.81%)	Future expansion of RADAR or partnership with future crisis clinic
Family issue – parental discipline/child not obeying the parent	395 (2.51%)	No response unless possible crime in progress or has occurred; Dispatch the Community Service Officer for follow up

Call for Service Type	# (%) of Calls in 2019	Preliminary Possible Alternative(s)
Service calls (tree down, debris in the roadway) ²	UNK (less than 175 per year)	No response until CECRT arrives within 1-2 hours
Unauthorized/ Abandoned vehicle	172 (1.11%)	Alternative already in place – CECRT starts process regardless of who (Police or City) receives initial call
Found property	140 (0.89%)	Alternative already in place – CSO responds; other alternatives could include found property brought to Police Station by reporting party or CECRT responds
Drunkenness	116 (0.73%)	No response unless a crime is in progress or has occurred
Search and rescue	97 (0.62%)	Rely on Shoreline Fire or civilian search and rescue teams
Medical calls	79 (0.50%)	Request Shoreline Fire to respond
Mail theft	67 (0.43%)	Refer callers to Postal Inspection Service with United States Postal Service (USPS)
Neighbor dispute	63 (0.40%)	CECRT responds during business hours
Animal complaint	57 (0.36%)	Animal Control only responds
Civil standby	37 (0.24%)	No response
Suicidal subject	31 (0.20%)	Request Shoreline Fire to respond
Metro calls	26 (0.16%)	Request KCSO Metro Police Unit to respond
Overdose	16 (0.10%)	Request Shoreline Fire to respond
Panhandling	5 (0.03%)	No response unless crime in progress or doing a child welfare check when children are present
Park closures ³	Occurs daily	Adding a City-funded position with an evening shift to lock parks at night
Vehicle lockouts	0 (0.00%)	CECRT responds during business hours only

¹ Criminal and non-criminal trespassing are coded the same, therefore more analysis would need to be completed before knowing how many calls would be recommended for an alternative response.

² Service calls such as these are assigned to the call type “Hazards,” which also includes cave-ins, found dynamite, down wires, etc. therefore more analysis would need to be done to determine how many calls would be recommended for an alternative response.

³ Police lock Shoreline park gates every evening according to when dusk happens.

Next Step Recommendation: Staff recommends that future research focus on the top five types of calls that could be diverted to alternative-responders in Shoreline, if an alternative-responder model would reduce calls to police, and what funding is available or could be re-purposed to sustain this model. The top five call types include welfare checks, trespassing (non-criminal), alarms, noise complaints, and mental health calls. Additionally, staff recommends that the North King County Mobile Integrated Health unit of Shoreline Fire present at a future Council meeting on their program model, future plans, and funding sustainability. This would help develop a more holistic picture for

Council of the program delivery landscape within Shoreline and increase understanding of the gaps another alternative-responder program in Shoreline would be filling.

Address the Inequitable Treatment of Low-Income Misdemeanant Defendants and Lower the Failure to Appear (FTA) Rate

Minimal work has been done on this aspect of Council Goal 5, Action Step 5 to date, primarily due to the efforts needed to attend to the criminal case backlog in King County District Court due to the COVID-19 pandemic. That said, staff have begun to analyze the jail population for trends that have not yet been focused on (recidivism, housing type needed, charges) to help guide this response, as well as focus on implementing effective jail alternatives and improving court to defendant communication regarding mandatory court appearances in an attempt to reduce the FTA rate.

Staff are currently preparing a Request for Proposal process to choose a new at-home detention provider after the City's former vendor went out of business. While many defendants are made to pay for this service themselves, the City intends to work with the King County District Court judges so that the City can pay for this service on behalf of defendants due to the benefits it has for the City, community, and defendants.

Draft Workplan

Staff developed a multi-year workplan to achieve Goal 5, Action Step 5. Key tasks and due dates are proposed as follows:

Task	Due Date
Establish Goals, Assign Goals, Determine Q2 Meeting Deliverable	Q1 2021 <i>Complete</i>
Provide workplan update, initial findings to City Council	Q3 2021 <i>Tonight</i>
Provide Council Update and update workplan based on Council feedback	Q1/Q2 2022
Provide Council Update and potential budget consideration	Q4 2022

While there are aspects of the workplan that are out of the City's control, the intent of the workplan is to be able to give Council a substantial update and recommendation in time for the 2023-24 budget process, which begins in June 2022.

COUNCIL GOAL(S) ADDRESSED

This work addresses Council Goal 5, Action Step 5 from the Council's adopted [2021-2023 Council Goals and Work Plan](#):

Goal 5: *Promote and enhance the City's safe community and neighborhood programs and initiatives*

Action Step 5: *Support the effective and efficient delivery of public safety services by maximizing the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model; explore opportunities using an alternative-responder model similar to CAHOOTS (Crisis Assistance Helping Out on the Streets) through the North Sound cities partnership; and collaborate with King County District Court and other criminal justice service partners to address the inequitable treatment of low-income misdemeanor defendants through options such as a warrant release program, a relicensing program, and other efforts to lower Court Failure to Appear rates.*

RESOURCE/FINANCIAL IMPACT

Staff is not proposing any program recommendations at this time, therefore there are currently no financial impacts except for staff time to complete the workplan.

RECOMMENDATION

No action is required at this time. Staff recommends that Council ask questions of RADAR staff on current challenges and future expansion; provide feedback on what police services/types of calls the City should prioritize to explore providing or handling differently based off of the preliminary research provided; and give feedback on the proposed next steps and workplan.

ATTACHMENTS

Attachment A: 2021 City Council Strategic Goal Setting Workshop Memo Supporting Police Services Discussion

Attachment B: RADAR Update for Shoreline City Council – Slide Deck

Attachment C: RADAR Proposed Pathway to Expansion (April 2021)



Memorandum

DATE: February 24, 2021

TO: Mayor and Councilmembers

FROM: Christina Arcidy, CMO Management Analyst
Shawn Ledford, Chief of Police

RE: Police Services Discussion

CC: Debbie Tarry, City Manager
John Norris, Assistant City Manager

Policy Question

After a review of police services provided in Shoreline, does the City Council want to provide staff with further direction on exploring alternative non-criminal police service delivery models or other opportunities for criminal justice reform?

Background

Maintaining a safe community for all is of paramount importance to City leadership. Recent events, both locally and nationally, have prompted a significant degree of interest in how public safety services are delivered and if there are alternatives to law enforcement officers delivering any of those services. The provision of police services is one aspect of Shoreline's public safety landscape and the current focus of Council and staff. Staff has previously committed to engaging the Shoreline community in listening sessions to hear directly from residents about their experiences, expectations, and desired outcomes in regard to local policing; establishing benchmarks to measure progress in achieving those expectations and outcomes; and identifying desired changes in policies and/or practices and implementing processes to effect those changes. The City Council recently adopted Resolution No. 467 that supports the commitment to facilitate community listening sessions to hear directly from Shoreline community members – centering the voices of those who identify as Black, Indigenous, Hispanic, Asian, and other People of Color.

The City contracts with the King County Sheriff's Office (KCSO) for law enforcement services. The overall law enforcement framework within which the Shoreline Police Department operates was discussed by Council during their July 27, 2020, Council meeting and additional information supporting that discussion can be found here: [Discussion of Law Enforcement Structure](#).

Police services are the only services staffed 24 hours per day, seven days a week by the City of Shoreline. As such, Shoreline Police receive several types of calls when someone in the community needs assistance outside of the traditional "9 to 5" business hours. Absent another service provider, Police are often called to address quality of life issues, such as loitering, enforcing the City's Park Code, or welfare checks.

To understand what services could be provided by other professionals, it is first important to understand what police services are provided by whom and what types of calls for police services the City receives.

Shoreline's Police Services

KCSO Contract Background

Since the City of Shoreline incorporated in 1995, Shoreline has contracted for law enforcement services from the King County Sheriff's Office (KCSO). The mission of the Shoreline Police Department is "to be a trusted partner in fighting crime and improving the quality of life for our residents and guests."

KCSO provides contract services to ten cities (Burien, Carnation, Covington, Kenmore, Maple Valley, Newcastle, Sammamish, SeaTac, Shoreline, and Woodinville), two towns (Beaux Arts Village and the Town of Skykomish), two transit agencies (King County Metro and Sound Transit), the Muckleshoot Indian Tribe, and the King County International Airport. In addition to day-to-day operations, KCSO provides officer vehicles and equipment, umbrella liability coverage, and access to specialized units such as major accident investigation, helicopter air support, and a marine and dive unit.

The KCSO contract allows contract cities, such as Shoreline, to interview and select their police chief from a list of qualified candidates and to maintain control over policing priorities, including the degree of emphasis given to community engagement efforts. The uniforms and vehicles of the department can have unique insignia reflecting the city. As a result of this contract partnership, the Shoreline Police Department's internal communications, culture, and systems for performance management and accountability are a blend of KCSO and City of Shoreline influences.

The contract for police services is embodied in an interlocal agreement between the municipality and King County. The agreement sets forth specific details regarding chief selection, financial details (including contract cost adjustments and invoicing), services offered, processes for requesting additional services, contract oversight, dispute resolution, and

contract termination. The agreement outlines the authority that may be exercised solely by the Chief, issues that require input and approval from KCSO, and issues that must be consistent between KCSO and the City. An Oversight Committee consisting of City Executives from the contract agencies, the Sheriff, a County Executive designee, and the Chair of the King County Law and Justice Committee, meets quarterly to administer the agreement. The contract may be amended by mutual agreement of the City and County, subject to approval by the Oversight Committee. The contract renews automatically from year to year. Either the city or the County can terminate the agreement by giving notice of intent to terminate. After the 45-day notice period, the contract terminates 18 months later.

The City can tailor the services provided in Shoreline, such as the types of “calls for service” police respond to as long as they are within the KCSO policies. Shoreline has not elected to do this, and this option will be discussed in further detail in the “Other Service Delivery Options” section.

Shoreline Police Organizational Structure

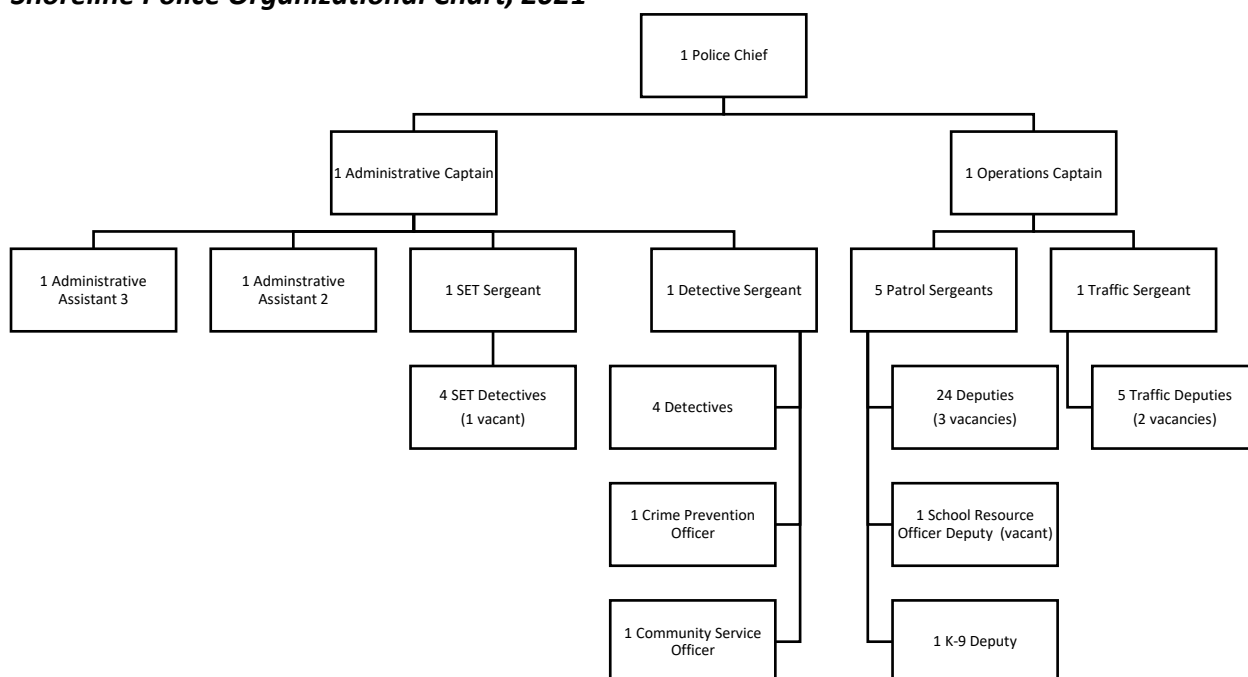
The organizational structure of the Shoreline Police Department is depicted in the organizational chart below. The Department uses a major-model, meaning that the police chief is a rank of major within the KCSO organization and reports to the City Manager and Patrol Operations Division Chief within the King County Sheriff’s Office. The rank of a police chief in a KCSO contract city is determined by city population. Cities with populations less than 20,000 can have a police chief with a rank of sergeant; cities with a population greater than 20,000 have a police chief ranking as a captain or higher; and cities with a population greater than 50,000 may select a major as their police chief. The City of Shoreline is the only KCSO-contracted city that operates as a stand-alone police department, meaning it operates as if the City was providing its own police services. All supervision and staffing is assigned to the Shoreline Precinct, with Shoreline officers only being dispatched within Shoreline and other KCSO staff not being dispatched to Shoreline, with the exception of support on major events.

The Shoreline Police Department has two administrative assistants, whose primary responsibility is to act as the face of the Department in City Hall by staffing the front desk and responding to walk-in inquiries. In addition to the police chief and administrative assistants, the current authorized staffing for the Shoreline Police Department is two (2) Captains, eight (8) Sergeants, eight (8) Detectives, one (1) Crime Prevention Officer, one (1) Community Resource Officer, and 31 Deputies (with 24 Patrol Deputies available for 24/7 coverage). The patrol staffing model is based on having a minimum of four (4) officers on duty at a time during peak times, and a minimum of three (3) officers during non-peak times (more information on shift model follows in the next section). In 2020, there were 0.96 commissioned officers per 1,000 residents in Shoreline. KCSO uses a city’s crime rate, calls for service, response times, and other factors to determine the proper staffing.

Currently seven (7) of the authorized sworn positions are vacant due to overall vacancies within KCSO. Five of those vacancies are considered Shoreline’s “fair share” amongst all contract agencies. The need for Shoreline to carry some of the Department-wide vacancies has been an

issue for the last 24 months as KCSO has not been able to hire officers and in many cases have them complete academy and training at the pace of those leaving the profession or to meet the requests of new officers by contract agencies. Although the KCSO has been working to improve hiring rates, and the State academy has received additional funding to increase the number of sessions offered, it is anticipated that it will take time for KCSO to have enough personnel to meet all demands. Currently, KCSO has stated that the “fare-share” vacancies should be fully addressed in 2021. Given the vacancy rates, maintaining minimum staffing levels currently means assigning existing officers overtime. This may include bringing in officers from the larger KCSO personnel pool.

Shoreline Police Organizational Chart, 2021



Shoreline Police Roles, Responsibilities, and Shifts

The following outlines the different roles and responsibilities within the Shoreline Police Department.

Police Chief

As noted above, the Shoreline Police Chief is the rank of Major in KCSO and reports to the KCSO Division Chief, while working at the direction of the Shoreline City Manager. Within the City of Shoreline organizational structure, the Police Chief is considered a department head and is expected to represent the City’s considerations and needs in carrying out their official duties. The Police Chief is also responsible for representing the Shoreline Police Department at both community events as well as official meetings and functions. Some of the key responsibilities of the Police Chief include maintaining communications and agreements between the City and KCSO; directing overall police operations, including developing plans and managing resources; preparing a budget for the police department in coordination with KCSO; establishing goals and

objectives for police services, as well as identifying and reviewing performance indicators; and establishing standards of performance for officers and conducting performance reviews.

Captains

Shoreline employs two Captains, one supervising the operations division and one supervising the administration division. Captains supervise the rank of Sergeant and are subordinate to the rank of Major. Captains are responsible for representing the Shoreline Police Department in internal City workgroups, KCSO workgroups, and at community events. Some of the key responsibilities of the Captains include managing patrol operations and detectives, such as search warrants and other policy and legal issues; providing direction on major events and critical incidents; ensuring complaints for the Internal Investigation Unit are prepared according to policy; overseeing the professional staff; ensuring the precinct protocols and equipment are within the KCSO and State policy requirements; and serving on the teams coordinating efforts between Shoreline Municipal Court, SCORE Jail, and other City Departments.

Sergeants

Shoreline employs six operations Sergeants and two detective/administration Sergeants. Sergeants are commissioned employees appointed by the King County Sheriff. They supervise the rank of Deputy and Detective and are subordinate to the rank of Captain. In operations, the Patrol Sergeants supervise the Patrol Deputies, School Resource Officer, and K-9 Deputy, while the Traffic Sergeant supervises the Traffic Deputies. In detective/administration, the Special Emphasis Team (SET) Sergeant supervises the SET Deputies, while the Detective Sergeants supervises the detectives, Crime Prevention Officer, and Community Service Officer. In addition to their supervision responsibilities, other key responsibilities include ensuring shifts are properly staffed and training scheduled; monitoring activity to ensure deputies are within policy; investigating use of force and other complaints; screening arrests and help determine when deputies will enter a location under exigent circumstances, obtain a search warrant, or walk away; and coordinating response efforts to high risk calls and helping determine if a call will hold, be cancelled, or if Major Crimes, Major Accident Response and Reconstruction (MARR), SWAT, or other specialty units are needed.

Deputies

The primary function of a Deputy depends on the position they fill. Shoreline's Deputies fill one of the following roles with its complimentary primary function:

- SET Detective – Serve as undercover and/or plain clothes detective, investigate crimes primarily related to narcotics.
- Crime Prevention Officer – Conduct community outreach, crime prevention meetings, home security checks, and problem solving with community members and businesses.
- Community Service Officer – Assists domestic violence victims, transports children, and supports patrol with found property and other non-violent calls.
- Precinct Detective – Investigate and follow-up on felony cases, domestic violence, auto theft, burglary, fraud, and other serious crimes.
- Patrol Deputy – Drive marked patrol cars while responding to 911 calls and initiating on-view contacts.

- School Resource Officer – Work with students, teachers, and school staff to build relationships to address safety concerns; available 24/7 to assist with investigations of a school threat.
- Traffic Enforcement Deputy – Perform accident investigations and traffic enforcement in neighborhoods, high collision locations, high speed locations (speed differential map), school zones, and in response to traffic complaints.
- K-9 Deputy – Conduct evidence searches, building searches, and track suspects that run from a felony or serious crime.

Shifts

To cover the 24/7 service delivery, there are generally three shifts in a 24-hour period, with most officers working a rotating 4-day per week, 10 hour per day shift. This also allows for increased staffing coverage during typical periods of higher volume calls.

Call Center and Other Specialty Service Delivery Systems

The City of Shoreline has access to the King County Sheriff's Office 911 Center and other additional specialty police services through its KCSO contract. The cost of shared services each year are based on a three-year average of workload, which can be defined using actual incidents, hours, or other metrics, depending on the service. A three-year average is used to account for swings from year to year, and because many of these services are used inconsistently and on an as-needed basis. A list of specialty services follows:

- | | |
|---|---|
| • 911 Center | • Hostage Negotiations Unit |
| • Air Support | • Major Accident Response and Reconstruction (MARR) |
| • Bomb Disposal | • Major Crimes Unit |
| • Canine Unit | • Marine Rescue Dive Unit (MRDU) |
| • Fire and Arson Investigation | • Sheriff's Training Unit |
| • Hazardous Devices and Materials Team (HDMT) | • Tactical Teams |

Police Activity in Shoreline

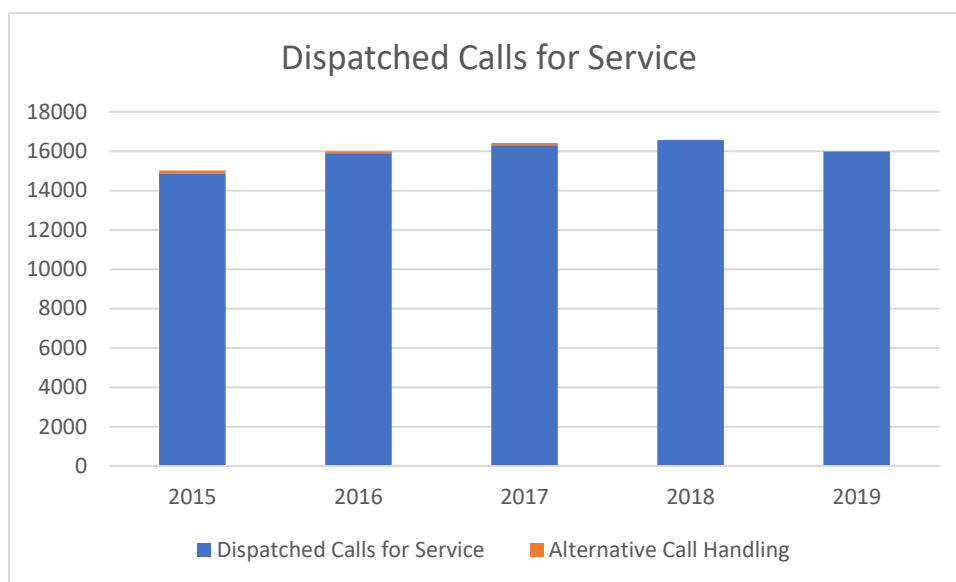
Calls for Service

The public receives police assistance in a variety of ways. Residents can call the Emergency 911 Communications Center to have one or more officers dispatched to the field, called a "dispatched call for service." For some incidents, such as reporting stolen property or vandalism, residents can also file a report over the phone, called "alternate call handling."

When calls for police assistance are received by the Emergency 911 Communications Center, they are entered into the Computer Aided Dispatch (CAD) system and given a "priority" based on the criteria described below. If the call receiver is in doubt as to the appropriate priority, the call is assigned the higher of the two priority designators in question. The four priority criteria are as follows:

- “Priority X” designates critical dispatches. These are incidents that pose an obvious danger to the life of an officer or member of the public. It is used for felony crimes in-progress where the possibility of confrontation between a victim and suspect exists. Examples include shootings, stabbings, robberies, or burglaries.
- “Priority 1” designates immediate dispatches. These are calls that require immediate police action. Examples include silent alarms, injury traffic accidents, in-progress crimes, or crimes so recent that the suspect may still be in the immediate area.
- “Priority 2” designates prompt dispatches. These are calls that could escalate to a more serious degree if not policed quickly. Examples include verbal disturbances and blocking traffic accidents.
- “Priority 3” designates routine dispatches in which time is not the critical factor in handing the call. Examples are burglaries or larcenies that are not in progress or audible commercial and residential alarms.

The following are the numbers of dispatched calls for service and alternative call handling incidents reported from 2015-2019, the most recently available data.



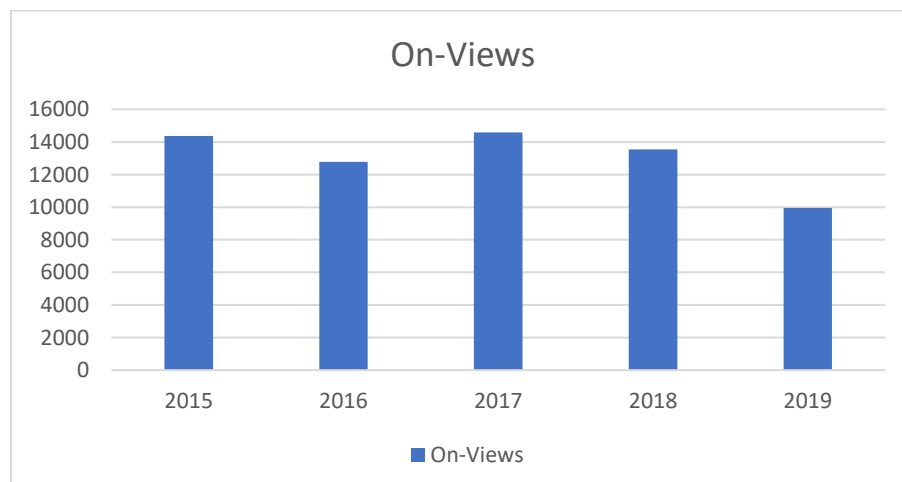
In reviewing the data more in depth, the top 10 calls for service consistently make up about half of all calls for service. There are 240 call types, and about 120 of those call types generate five or less calls per year. Types of dispatched calls for service are generally remaining stable, with the same 11 call types being in the top ten dispatched calls for service in the last three years (see table below). The 25 calls that make up 1% or more of dispatched calls for service have also remained stable.

Dispatched Calls for Service: 2017-2019

2017			2018			2019		
Types of calls	# of calls	% of calls	Types of calls	# of calls	% of calls	Types of calls	# of calls	% of calls
Area Check	1,244	7.71%	Area Check	1,278	7.80%	Suspicious Circumstances	1,465	9.31%
Trespass	1,052	6.52%	Suspicious Circumstances	1,251	7.64%	Area Check	1,237	7.86%
Suspicious Circumstances	992	6.15%	Trespass	1,226	7.49%	Trespass	1,064	6.76%
Welfare Status	888	5.50%	Welfare Status	1,007	6.15%	Welfare Status	1,015	6.45%
Alarm, Residential	705	4.37%	Disturbance (Noise, loud party, etc.)	684	4.18%	Disturbance (Noise, loud party, etc.)	628	3.99%
Disturbance (Noise, loud party, etc.)	657	4.07%	Alarm, Residential	682	4.16%	Hang-up Calls	621	3.95%
Assist, Other Agency	602	3.73%	Assist, Other Agency	557	3.40%	Alarm, Residential	603	3.83%
Accident, Non-injury	590	3.66%	Accident, Non-injury	527	3.22%	Mental Complaints	600	3.81%
Civil Problem	562	3.48%	Civil Problem	521	3.18%	Civil Problem	505	3.21%
Mental Complaints	494	3.06%	Hang-up Calls	516	3.15%	Assist, Other Agency	500	3.18%
TOP 10 TOTALS	7,786	48.24%	TOP 10 TOTALS	8,249	50.38%	TOP 10 TOTALS	8,238	52.37%
All other calls	8,355	51.76%	All other calls	8,126	49.62%	All other calls	7,491	47.63%
GRAND TOTAL	16,141	100%	GRAND TOTAL	16,375	100%	GRAND TOTAL	15,729	100%

Police-Initiated Responses

Police also self-initiate responses to an incident they observe, rather than responding to calls taken by the dispatch center, and these are called “on-views.” Examples of on-views include business checks, welfare checks, parking violations, and vandalism. The following are the numbers of on-views reported from 2015-2019, which is the most recently available data.



On-views began to decline in 2019 and this trend is expected to continue. The current climate towards law enforcement and criticism of law enforcement activity has decreased officer's willingness to engage in self-initiated activity, especially if they believe there is a risk of false accusations from those with whom they engage.

Six out of the top ten on-views are traffic related (other moving violation, defective equipment, speeding, etc.). There are 225 types of on-views, and about 135 of those call types generate five or less calls per year. Officer discretion drives on-views, yet there is still relative stability in the types of on-views officers are initiating. Of the on-views that make up 1% or more of on-views, most have trended down as the number of on-views have gone down. That said, the following types of on-views have trended upwards: suspicious circumstances, business contact (misc.), parking violation, abandoned vehicle, escort (prisoner), assist (other agency).

On-Views: 2017-2019

2017			2018			2019		
Types of on-views	# of on-views	% of on-views	Types of on-views	# of on-views	% of on-views	Types of on-views	# of on-views	% of on-views
Area Check	1,754	15.48%	Area Check	1,649	17.06%	Area Check	2,045	20.51%
Other Moving Violation	1,158	10.22%	Other Moving Violation	1,186	12.27%	Other Moving Violation	1,004	10.07%
Defective Equipment	751	6.63%	Vehicle License Violations	687	7.11%	Suspicious Circumstances	697	6.99%
Vehicle License Violations	748	6.60%	Defective Equipment	558	5.77%	Vehicle License Violations	500	5.02%
Speeding (Radar)	516	4.55%	Speeding (Radar)	541	5.60%	Business Contact, Misc.	480	4.81%
Traffic Complaint Investigation	506	4.47%	Traffic Complaint Investigation	387	4.00%	Defective Equipment	470	4.71%
Suspicious Vehicle	352	3.11%	Parking Violation	382	3.95%	Case-Related Tasks (Report Writing, Evidence, Etc.)	452	4.53%
Pedestrian/Bicycle Violation	322	2.84%	Suspicious Circumstances	346	3.58%	Parking Violation	371	3.72%
Business Contact, Misc.	286	2.52%	Business Contact, Misc.	250	2.59%	Traffic Complaint Investigation	334	3.35%
Other Non-Moving Violation	275	2.43%	Driving While License Revoked/Suspended	249	2.58%	Abandoned Vehicle	277	2.78%
TOP 10 TOTALS	6,668	58.86%	TOP 10 TOTALS	6,235	64.50%	TOP 10 TOTALS	6,630	66.51%
All other calls	4,661	41.14%	All other calls	3,432	35.50%	All other calls	3,339	33.49%
GRAND TOTAL	11,329	100%	GRAND TOTAL	9,667	100%	GRAND TOTAL	9,969	100%

Community Feedback on Police Services

The most consistent source of community feedback on police services comes from the City's biennial Resident Satisfaction Survey. The City conducted the last survey in 2020 and asked 10 questions regarding police services. Questions focused on the feeling of safety, satisfaction with the quality of local police protection, respect shown to residents, and the City's response to crime. The City can track resident responses over time since the survey has been done many times. Overall, people continue to feel safe in Shoreline, and there is still a high level of satisfaction with police services. Still, the percentage of individuals giving the highest satisfaction ratings for quality of police protection dropped by approximately 8% since 2018 and the level of trust for officers to do the right thing fell by approximately 12%.

The City received responses broken down by demographics, including by number of years lived in Shoreline, income level, gender, and race/ethnicity. Themes from the demographic breakdown are summarized here, along with possible reasons or questions to further explore. Gender was not a predictor of satisfaction with police services and is not included in this summary. See Appendix A for a complete list of the survey questions and how respondents answered by demographics.

Years Lived in Shoreline

People who reported living in Shoreline longer reported higher satisfaction with police services. Those who have lived here for 6-10 years consistently reported the least satisfaction with police services. Possible reasons could include if expectations are shaped from previous city/town residencies; changes in service delivery over time; familiarity with Shoreline's police services; and/or direct or secondhand experience with Shoreline's police services or those of a previous residence.

Income

People reporting incomes of \$100K+ reported less satisfaction with police services when compared to people reporting incomes of \$99,999 or less, whereas those reporting incomes of less than \$25K reported very high levels (90-100% of respondents) of satisfaction. Possible reasons may include expectations for service delivery (response time, crime rate, how calls for service are handled/resolved); direct or secondhand experience with Shoreline's police services; and/or perceived or actual alternatives to police service for different income groups.

Race/Ethnicity

Race/ethnicity was a predictor of satisfaction with police services. All race/ethnicity groups (91.9% of respondents) reported satisfaction with police services. However, when asked about specific elements of police services or safety, there were differences between the racial groups. Those who identify as Hispanic/Latino generally had a lower rating of police services, while those who identify as Asian generally had the highest rating of police services. Those who identify as African American/Black had mixed ratings, with the lower satisfaction ratings centering on the City's efforts to fight crime, response to drug activity, and property crime.

Additional Feedback

The Office of Law Enforcement Accountability (OLEO) has some information on complaints and investigations completed regarding officer conduct, which includes use of force complaints. This information was shared with Council during the July 27, 2020, Council meeting and additional information can be found here (complaints are discussed on page 9): [Discussion of Law Enforcement Structure](#).

Alternative Service Delivery Options

Staff researched service delivery models used in other communities that could be possible alternatives to how the City currently provides some of its current police services. The alternatives fall into four categories, which are described in further detail in the following sections.

Co-Responder Model

In a co-responder model, police work with other professionals to respond to certain types of calls, typically those related to people in mental health crisis or with mental health needs. Normally a call to 911 to report a problem, such as an individual shouting and acting erratically in public, would bring police officers to the scene. If the party refused to cooperate with the officers, and people with behavioral issues often find it difficult to comply with instructions, the interaction could escalate. Instead of sending armed officers to respond to that call, the City could dispatch a co-responder team to diffuse the situation and connect the individual with services, which may prevent the interaction from escalating into violence and diverting people from jail and into care or treatment. It also frees up police resources to focus on more serious violent crime. In a joint report from the National League of Cities and Policy Research, Inc., [the co-responder model framework](#) is described as, “Featur(ing) a specially trained team that includes at least one law enforcement officer and one mental health or substance abuse professional responding jointly to situations in which a behavioral health crisis is likely to be involved, often in the same vehicle, or arriving on scene at generally the same time.”

When implemented well, the co-responder model has the potential to decrease expensive arrests and jail admissions for individuals in behavioral health crisis; reduce the strain on the judicial system; improve ties to community services; provide more immediate responses to crisis situations; and strengthen post-crisis follow up by working with family members and caregivers to reduce the likelihood of a new crisis situation arising. By establishing trust and follow up with frequent users of 911, co-responder teams can reduce the number of repeat calls from those individuals. The [North Sound RADAR \(Response Awareness, De-escalation and Referral\) Navigator](#) program, of which Shoreline is a member, is an example of the co-responder model. Other local examples of the co-responder model include the Port Angeles [REdisCOVERY program](#), Spokane County [Community Diversion Unit](#), Yakima Designated Crisis Responders, [Skagit County](#), and the Vancouver [Enhanced Mobile Crisis Response Team](#).

Alternative Responder Models

The alternative responder model uses a partner agency to respond to calls that are not criminal in nature, and the calls may or may not have been historically responded to by police. The most

widely known example is of [CAHOOTS](#), a partner agency to law enforcement in Eugene, OR. that provides mobile crisis intervention 24/7 in the Eugene-Springfield Metro Area. CAHOOTS is dispatched through the 911 and non-emergency line systems. Each responding team consists of a medic (either a nurse or an EMT) and a crisis worker who has at least several years of experience in the mental health field.

CAHOOTS provides immediate stabilization in case of urgent medical need or psychological crisis, assessment, information, referral, advocacy and (in some cases) transportation to the next step in treatment. Any person who reports a crime in progress, violence, or a life-threatening emergency may receive a response from the police or emergency medical services instead of or in addition to CAHOOTS. CAHOOTS offers a broad range of services, including but not limited to crisis counseling; suicide prevention, assessment, and intervention; conflict resolution and mediation; grief and loss; substance abuse; housing crisis; first aid and non-emergency medical care; resource connection and referrals; and transportation to services.

A similar smaller scale program was launched in June 2020 in Denver. Denver's Support Team Assistance Response (STAR) pilot program created a third track for directing emergency calls to a two-person team: a medic and a clinician, staffed in a van from 10 a.m. to 6 p.m. on weekdays. Over the first six months of the pilot, Denver received more than 2,500 emergency calls that fell into the STAR program's purview, and the STAR team was able to respond to 748 calls. No calls required the assistance of police, and no one was arrested.

Unarmed Civilian Response Teams

Unarmed but trained people patrolling their neighborhoods or responding to incidents is another model that could be employed instead of sending police officers. There are a variety of possibilities of what this model looks like depending on the safety goal of the community. In Chicago, interrupting gang-related violence resulted in the group Cure Violence. People intimately involved in or impacted by gang-related violence work to curb violence right where it starts. Sometimes the men and women acting as interrupters get in the way of knives or guns when necessary showing that police are not the only ones willing to interrupt the violence and that change can come from within the community.

Examples relevant to the crimes and calls for service in Shoreline include mediation and intervention teams or unarmed traffic safety teams. Mediation and intervention teams could intervene in disputes over noise levels, trespassing, misbehaving pets, or rowdiness, or in disputes between spouses, family members, roommates, or neighbors. Another example is creating specialized traffic patrols. These patrols drive around in distinct vehicles and can write citations but are both unarmed and lack arrest power. This model is similar to other public safety roles, such as the restaurant and food inspectors from King County Public Health. Some cities are beginning to take steps in this direction, largely because armed police officers are a uniquely expensive way to handle traffic patrol. In 2017, New Orleans endorsed NOPD hiring third-party report-takers for accidents in which there is no injury and no concern about a driver under the influence. Further research would be needed to determine what types of traffic

enforcement could be done by a civilian response team or if the State Legislature would need to take action for this to be a possibility in Washington State.

Police Service Reduction

The City has the opportunity to tailor the services provided in Shoreline, such as the types of calls for service police respond to as long as they are within the KCSO policies. Shoreline has not done this previously, and instead Shoreline Police have responded to calls that would typically be outside their scope but are those they describe as “quality of life” calls. The City could choose to stop responding to certain types of calls for service or work to decriminalize certain crimes.

Shoreline Police Feedback

Staff collected feedback from Shoreline Police about calls for service that they believe could be successfully transferred to other agencies or no longer responded to at all. These suggestions include the following:

- Welfare checks
- Family issue - parental discipline/child not obeying the parent
- Mental health calls
- Panhandling
- Trespassing, non-criminal (parks & businesses)
- Metro Calls
- Service calls (tree down, debris in the roadway)
- Mail theft
- Animal complaint
- Noise complaint
- Abandoned vehicle
- Search and Rescue
- Vehicle Lockouts
- Medical Calls
- Overdose
- Drunkenness
- Neighbor Dispute
- Found Property
- Suicidal subject
- Park closures
- Residential alarm
- Commercial alarm
- Civil Standby

As noted in the section regarding Police Service in Shoreline, calls for service regarding audible residential alarms, assisting citizens or agencies (regarding family issues, mental health calls, etc.), non-injury accidents, vehicle thefts, trespassing, and residential burglaries have all decreased. If Council is interested in looking into this possibility, it may be helpful to also look at call types that take the most police resources, reviewing all Priority 2 and Priority 3 calls for potential alternative or non-response, and reviewing potential positive or negative consequences (savings in the jail budget, decreased transport to SCORE jail) these changes would have for the City.

Criminal Justice Reform Opportunities

Police services are not only just one part of the larger community safety picture, they are also just one piece of the larger criminal justice system. Council may want to consider studying other criminal justice reform options that the City could influence or implement that could reduce recidivism, lowering costs, reduce police use of force, and improve outcomes for all people of color, including those identifying as Black, Indigenous, and Hispanic. Staff interviewed various stakeholders within Shoreline’s criminal justice system, including from the court, jail, and contracted attorneys, regarding opportunities for improvements or reforms. What follows are

ideas Council could direct staff to further research for possible implementation in Shoreline. It should be noted that Council may not have authority to enact such reforms and would instead need to coordinate efforts with our partner agencies. Reform costs would also need to be further understood and have not yet been determined.

Expanding Warrant Release Program

Warrant release programs are for individuals with outstanding arrest warrants for failure to appear (FTA) in court for traffic offenses and certain other non-violent offenses. Individuals who participate in the program avoid arrest on the warrant and instead their case proceeds to disposition (for example, the individual pays the underlying fine or participates in a diversion program). Individuals must apply for the program by appearing at the court within a specified period of time. Shoreline currently has a program in place for driving with a suspended license – 3rd degree (DWLS3), and this could be expanded to other offenses, such as theft warrants (shoplifting), criminal trespass, and other non-violent misdemeanors. It would likely result in fewer people in jail, which both lowers the City's costs and keeps police officers within Shoreline instead of transporting people to SCORE Jail in Des Moines.

Out of Custody Supports

People who commit crimes of poverty, are low income, and/or lack stable housing/are unhoused typically need more support to navigate the criminal justice system and the expectations of a defendant. There are a number of strategies that may be worth exploring to support these defendants successfully exiting the system, such as texting/emailing reminders regarding court hearings; extending probation check-in's past 5:00 p.m. to accommodate individuals who work; and help them navigate the services they qualify for if they are indigent. These supports may lower the FTA rates and subsequent bench warrants issued or help the individual receive the help they need to meet court conditions. Currently bench warrants result in people spending more time in jail awaiting a hearing.

Another possible opportunity may be no longer contracting with King County District Court (KCDC) for probation services. Over the past several years KCDC has reduced the probation services the City may receive, and there may be an opportunity to provide probation services differently to have a more robust set of probation services that meets the needs of our community. Currently, Probation Officers are only supervising post-conviction defendants who are ordered to obtain chemical dependency treatment. In January 2021, the City was informed that King County Probation would no longer supervise any pre-trial agreements. The City Prosecutor regularly utilizes pre-trial agreements with treatment components on first time offender cases, which is referred to as Stipulated Orders of Continuance (SOC). These pre-trial agreements allow the defendant to avoid jail time and seek treatment to address the underlying issues that contributed to their criminal conduct. The City Prosecutor has previously used this sentencing alternative as a rehabilitative approach to traditional sentencing.

Jail Alternatives

Currently there are no City-supported jail alternatives. The work crew existed pre-pandemic, but it was located in Downtown Seattle (which was very difficult for persons who did not have

transportation), and it has been closed during the pandemic. A possible solution could be a City-sponsored work crew program in harmony with the parks department or grounds crew program or contracting with other cities who already have a work crew program.

Another option could be electronic home detention (EHM), which Shoreline defendants had access to in the past and was paid for by the City. Some cities have an in-house EHM program, which is usually run by the police or probation department. Currently, if EHM is ordered in Shoreline Court, a defendant must seek a private vendor, transport themselves to the agency, and pay for the service. EHM is often cost prohibitive to indigent defendants but vastly less expensive for the City than incarceration. EHM devices track the defendants' whereabouts, monitor for alcohol consumption, and provide GPS tracking to ensure distance from domestic violence victims. The City Council could encourage the use of EHM over jail when appropriate, and staff could develop an in-house or contracted EHM program for low-cost/no cost EHM for indigent offenders.

Alternatives to Prosecution

The existing Shoreline Community Court is a good example of an alternative to prosecution. The defendant is incentivized to obtain treatment, counseling, or other services to avoid conviction, and incarceration, and may lower recidivism. A significant issue that misdemeanor defendants face is "criminal records" preventing employment or housing opportunities critical to staying out of the criminal justice system, which an alternative to prosecution program addresses.

While Community Court address low level offenses such as shoplifting and trespass, there is a gap with other charges like domestic violence. Implementing a "DV Court" that allows monitoring of DV cases in a specialized manner could be an option. While there are many serious domestic violence offenders that should not be considered, there could be as many as 75% of DV offenders in Shoreline that may be good cases for an alternative to prosecution. Many domestic violence cases in Shoreline are first offenses with less serious injuries, sometimes involving parent and their adult child (or vice versa), siblings, or roommates. For first offenders, there could be an alternative to prosecution to allow the defendant to seek counseling, have their case monitored, and get a dismissal after successful compliance.

Domestic Violence Moral Reconciliation Therapy (DVMRT) Counseling

The Washington State Department of Corrections did a study on Domestic Violence Batterers Therapy (DVBT) to consider its efficacy since thousands of DV offenders were sentenced to this expensive (\$3,000-\$5,000) privately-offered counseling. The study revealed DVBT's ineffectiveness, which caused many jurisdictions to reconsider counseling mandates for DV offenders. The main alternative that has arisen is DVMRT. This program is currently offered in-house by several local Courts including, Bellevue, Bothell, Edmonds, Kirkland and Tukwila. The program is much less expensive for the offender (usually between free to \$150 total) and early indicators point to it being effective.

Relicensing Program

Many of Shoreline's indigent misdemeanor population have suspended licenses. If a Shoreline defendant wants to pull a ticket from collection, the defendant needs to visit either the Burien or Downtown Seattle court location to make the request, which is a complicated system to navigate. A possible opportunity to ease this process would be to add a relicensing program at the Shoreline Court, thereby improving access to the relicensing program for those in North King County.

Alternative Supports for People with Mental Health Needs and Addictions

Individuals with unaddressed mental health issues, including alcoholism and drug dependency, regularly cycle through the criminal justice system and have a variety of complex needs that the criminal justice system is not designed to address. Expanding access to chemical dependency treatment beds is one such strategy to move people who decide they are ready directly into treatment or to safe housing while they await a treatment bed before they reconsider treatment. Other programs, sometimes offered by a City, pay active alcoholics in beer for weeding garden beds or picking up litter off city streets. By treating those experiencing alcoholism with dignity and giving them a productive place in the community, they start to see their way away from criminal behavior and sometimes even towards reduced alcohol consumption.

Next Steps

Given that staff is just starting on the community conversation/listening sessions about policing in Shoreline, Council may want to delay taking any next steps on police service delivery options until staff hears from the community and includes that perspective in a recommendation to Council. Staff anticipates that this process may take several months.

Council may want to give staff direction to further explore the feasibility and impacts to Shoreline of one or more of the alternatives to police services and opportunities for criminal justice reform shared in this paper or another option of the Council's choosing. If Council has a specific area that they would like researched, it would be helpful for Council to identify priority areas. Staff would recommend that time be given to do a full analysis, which would include reviewing existing programs elsewhere (should they exist), a cost benefit analysis, and program or reform sustainability. These could be brought to Council during regular 2021-2022 Council meetings.

In looking at the topics explored by staff on the alternative police service delivery and the broader criminal justice system, staff's initial thoughts would be to focus on continuing to refine the RADAR program; collaborating with regional partners on supports for people with mental illness and addiction in North King County; researching the feasibility of a mini-alternative responder model; and addressing inequitable treatment of low-income misdemeanor defendants through a warrant release program, a relicensing program, and other efforts to lower the FTA rates. Staff also recommends that Council familiarize themselves with the Washington Association of Sheriffs and Police Chief's Law Enforcement Reform Recommendations 2020-2021, attached as Appendix B, as additional context for this discussion.

Shoreline's participation in the RADAR co-responder model has been a positive step in addressing the rights and needs of individuals with behavioral health issues and/or developmental disabilities. While established initially to keep officers safe when responding to known individuals who were likely to respond violently to officers, it has evolved over time and goals now include reducing police "Use of Force" incidents and misunderstandings; connecting people most in need to available services; and reducing repeat 911 calls and partner MHP's with police to solve problems. Continued refinements to RADAR are being discussed with City Managers and Police Chiefs from the five participating cities at the end of March 2021. Staff recommends Shoreline continues to be an active participant in refining RADAR with regular reporting on metrics to evaluate its effectiveness. See Appendix C for RADAR's 2020 Annual Report, which outlines the programs most recent accomplishments.

The unique inter-jurisdictional nature of the RADAR program recognizes that people often move throughout the region and capitalizes on economies of scale in staffing and administration. Staff recommends using a similar approach to addressing supports for people with mental illness and addiction in North King County. For example, addressing the needs in North King County for a Crisis Diversion Center could be done more effectively as a region rather than Shoreline providing its own. The primary goal of Diversion Centers that accept referrals from first responders is to divert individuals impacted by mental illness and substance abuse from jails and hospitals. It provides rapid stabilization, treatment, care planning, and referrals to community services. King County's [Crisis Solutions Center](#) serves up to 46 people at a time, and has been shown to lower costs by reducing jail and emergency department utilization.

A second regional approach staff recommends includes researching what an alternative responder model like the CAHOOTES program or STAR pilot could look like in North King County. A multi-jurisdictional analysis could be conducted on whether a similar model could have a positive impact on reducing calls for service to police and improving problem solving within the community, as well as how such a program could be sustainably funded. This recommendation is dependent on securing partner agencies and identifying common areas of response interest amongst the partners. Staff anticipates that this would be a longer-term effort.

Lastly, staff recommends addressing inequitable treatment of low-income misdemeanor defendants. If someone who is low-income or unhoused is charged with a misdemeanor crime in Shoreline, they have a greater likelihood of not receiving a court summons, failing to appear to their court hearing, being arrested for failing to appear, being unable to bail out of jail (typically \$50 for a \$500 bail), and spending more time in jail pre-conviction than they would if they are convicted. There is more to be done to keep people out of jail, at work, and without criminal justice system related fees and charges.

Appendix A: Police Services & Public Safety Resident Satisfaction Survey Questions

Cross Tabular Data

The 2020 Resident Satisfaction Survey included ten questions related to police services and public safety. The cross tabular data tables present the results of the entire group of respondents as well as results from demographic sub-groups. This data was used to examine relationships with the data that may not have been readily apparent when analyzing the total survey responses. The sub-groups included in the 2020 Resident Satisfaction Survey included years lived in Shoreline, income, gender, and race/ethnicity. The following cross tabular data tables show the satisfaction levels by these four sub-groups for each of the ten police services and public safety questions.

Overall Satisfaction with Police Services

<i>Years in Shoreline</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	13.10%	41.00%	36.60%	3.80%	5.50%
<i>6-10</i>	14.70%	48.00%	23.50%	9.80%	3.90%
<i>11-15</i>	28.40%	39.20%	25.50%	3.90%	2.90%
<i>16-20</i>	24.00%	41.30%	26.00%	5.80%	2.90%
<i>21-30</i>	17.10%	50.70%	25.30%	6.20%	0.70%
<i>31+</i>	28.50%	46.90%	19.30%	4.80%	0.50%
<i>Total</i>	20.80%	44.80%	26.30%	5.50%	2.60%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	31.60%	47.40%	13.20%	7.90%	0.00%
<i>\$25K to \$49,999</i>	16.50%	49.60%	27.80%	3.50%	2.60%
<i>\$50K to \$74,999</i>	29.60%	44.80%	18.40%	5.60%	1.60%
<i>\$75K to \$99,999</i>	20.70%	49.50%	27.00%	1.80%	0.90%
<i>\$100K+</i>	16.30%	43.60%	28.50%	7.40%	4.20%
<i>Total</i>	20.80%	44.80%	26.30%	5.50%	2.60%

Gender	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	20.30%	44.90%	26.50%	6.00%	2.40%
<i>Female</i>	22.00%	44.40%	26.60%	4.80%	2.20%

Race/ethnicity	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	23.40%	31.90%	34.00%	6.40%	4.30%
<i>White/Caucasian</i>	21.50%	45.20%	25.20%	5.60%	2.50%
<i>Asian</i>	16.80%	45.00%	31.30%	3.10%	3.80%
<i>Hispanic/Latino</i>	15.40%	46.20%	26.90%	11.50%	0.00%
<i>Other</i>	23.10%	46.20%	23.10%	7.70%	0.00%
<i>Total</i>	20.80%	44.80%	26.30%	5.50%	2.60%

Overall Quality of Local Police Protection

Years in Shoreline	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	12.90%	45.30%	31.80%	4.70%	5.30%
<i>6-10</i>	12.90%	48.50%	28.70%	6.90%	3.00%
<i>11-15</i>	20.00%	54.00%	19.00%	4.00%	3.00%
<i>16-20</i>	21.40%	49.50%	22.30%	5.80%	1.00%
<i>21-30</i>	12.20%	61.50%	20.90%	4.70%	0.70%
<i>31+</i>	25.40%	49.80%	20.00%	3.90%	1.00%
<i>Total</i>	17.80%	51.40%	23.60%	4.90%	2.30%

Income	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	42.10%	44.70%	13.20%	0.00%	0.00%
<i>\$25K to \$49,999</i>	13.80%	57.80%	22.40%	5.20%	0.90%
<i>\$50K to \$74,999</i>	20.80%	53.60%	18.40%	4.80%	2.40%
<i>\$75K to \$99,999</i>	15.60%	50.50%	28.40%	4.60%	0.90%
<i>\$100K+</i>	15.30%	49.70%	24.50%	6.10%	4.30%
<i>Total</i>	17.80%	51.40%	23.60%	4.90%	2.30%

Gender	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	19.40%	51.00%	22.50%	4.50%	2.60%
<i>Female</i>	16.30%	52.10%	25.30%	5.00%	1.30%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	18.80%	50.00%	20.80%	8.30%	2.10%
<i>White/Caucasian</i>	17.80%	51.10%	24.00%	4.90%	2.20%
<i>Asian</i>	15.60%	52.60%	26.70%	2.20%	3.00%
<i>Hispanic/Latino</i>	21.70%	39.10%	21.70%	17.40%	0.00%
<i>Other</i>	16.70%	66.70%	8.30%	0.00%	8.30%
<i>Total</i>	17.80%	51.40%	23.60%	4.90%	2.30%

City's Efforts to Reduce Crime

<i>Years in Shoreline</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	9.30%	34.80%	41.60%	8.70%	5.60%
<i>6-10</i>	10.90%	40.20%	29.30%	13.00%	6.50%
<i>11-15</i>	13.20%	45.10%	24.20%	13.20%	4.40%
<i>16-20</i>	7.10%	46.50%	34.30%	11.10%	1.00%
<i>21-30</i>	5.20%	53.70%	30.60%	8.20%	2.20%
<i>31+</i>	14.70%	43.70%	29.50%	11.10%	1.10%
<i>Total</i>	10.30%	43.60%	32.20%	10.60%	3.20%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	31.60%	39.50%	28.90%	0.00%	0.00%
<i>\$25K to \$49,999</i>	10.70%	43.80%	30.40%	12.50%	2.70%
<i>\$50K to \$74,999</i>	12.70%	47.50%	27.10%	8.50%	4.20%
<i>\$75K to \$99,999</i>	8.20%	42.90%	37.80%	10.20%	1.00%
<i>\$100K+</i>	6.40%	45.80%	32.40%	10.70%	4.70%
<i>Total</i>	10.30%	43.60%	32.20%	10.60%	3.20%

<i>Gender</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	12.40%	45.60%	27.20%	10.90%	3.90%
<i>Female</i>	8.30%	41.70%	37.90%	10.20%	1.90%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	8.00%	38.00%	30.00%	22.00%	2.00%
<i>White/Caucasian</i>	9.40%	43.50%	33.90%	10.50%	2.60%
<i>Asian</i>	12.50%	50.00%	28.10%	3.90%	5.50%
<i>Hispanic/Latino</i>	13.00%	39.10%	26.10%	17.40%	4.30%
<i>Other</i>	16.70%	50.00%	25.00%	0.00%	8.30%
<i>Total</i>	10.30%	43.60%	32.20%	10.60%	3.20%

Enforcement of Local Traffic Laws

<i>Years in Shoreline</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	11.80%	33.10%	39.30%	9.60%	6.20%
<i>6-10</i>	6.00%	43.00%	33.00%	14.00%	4.00%
<i>11-15</i>	11.10%	47.50%	28.30%	6.10%	7.10%
<i>16-20</i>	5.80%	43.70%	43.70%	6.80%	0.00%
<i>21-30</i>	6.90%	51.70%	30.30%	6.90%	4.10%
<i>31+</i>	12.20%	43.90%	31.60%	9.70%	2.60%
<i>Total</i>	9.40%	43.40%	34.30%	8.80%	4.00%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	30.80%	35.90%	20.50%	7.70%	5.10%
<i>\$25K to \$49,999</i>	10.40%	42.60%	31.30%	13.00%	2.60%
<i>\$50K to \$74,999</i>	11.40%	41.50%	38.20%	5.70%	3.30%
<i>\$75K to \$99,999</i>	2.80%	48.60%	38.30%	7.50%	2.80%
<i>\$100K+</i>	7.00%	44.10%	34.00%	9.40%	5.50%
<i>Total</i>	9.40%	43.40%	34.30%	8.80%	4.00%

<i>Gender</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	9.80%	41.70%	34.10%	9.80%	4.60%
<i>Female</i>	8.70%	45.50%	35.60%	7.50%	2.70%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	3.80%	43.40%	35.80%	11.30%	5.70%
<i>White/Caucasian</i>	8.70%	43.20%	34.50%	9.60%	4.10%
<i>Asian</i>	11.50%	46.60%	33.60%	5.30%	3.10%
<i>Hispanic/Latino</i>	12.00%	44.00%	36.00%	8.00%	0.00%
<i>Other</i>	16.70%	41.70%	16.70%	8.30%	16.70%
<i>Total</i>	9.40%	43.40%	34.30%	8.80%	4.00%

Response to Drug Activity

<i>Years in Shoreline</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	5.80%	22.50%	45.00%	15.00%	11.70%
<i>6-10</i>	5.50%	21.90%	38.40%	20.50%	13.70%
<i>11-15</i>	6.30%	31.60%	29.10%	19.00%	13.90%
<i>16-20</i>	7.50%	27.50%	43.80%	16.30%	5.00%
<i>21-30</i>	1.10%	21.10%	45.30%	23.20%	9.50%
<i>31+</i>	9.20%	26.00%	36.60%	16.80%	11.50%
<i>Total</i>	6.00%	25.10%	39.90%	18.10%	10.80%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	32.30%	25.80%	32.30%	6.50%	3.20%
<i>\$25K to \$49,999</i>	7.10%	25.00%	41.70%	16.70%	9.50%
<i>\$50K to \$74,999</i>	6.60%	28.60%	41.80%	15.40%	7.70%
<i>\$75K to \$99,999</i>	0.00%	32.90%	42.10%	18.40%	6.60%
<i>\$100K+</i>	4.30%	22.40%	39.20%	21.10%	12.90%
<i>Total</i>	6.00%	25.10%	39.90%	18.10%	10.80%

<i>Gender</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	6.50%	28.00%	37.90%	15.00%	12.60%
<i>Female</i>	5.50%	23.10%	42.50%	21.20%	7.70%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	0.00%	17.10%	37.10%	28.60%	17.10%
<i>White/Caucasian</i>	5.50%	25.90%	41.50%	17.40%	9.70%
<i>Asian</i>	7.60%	27.60%	37.10%	16.20%	11.40%
<i>Hispanic/Latino</i>	16.70%	22.20%	33.30%	16.70%	11.10%
<i>Other</i>	14.30%	14.30%	28.60%	14.30%	28.60%
<i>Total</i>	6.00%	25.10%	39.90%	18.10%	10.80%

Response to Prostitution Activity

<i>Years in Shoreline</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	7.80%	18.10%	50.00%	15.50%	8.60%
<i>6-10</i>	7.90%	17.50%	42.90%	17.50%	14.30%
<i>11-15</i>	7.00%	26.80%	40.80%	11.30%	14.10%
<i>16-20</i>	1.30%	29.30%	54.70%	9.30%	5.30%
<i>21-30</i>	4.50%	23.90%	45.50%	18.20%	8.00%
<i>31+</i>	8.70%	26.10%	40.90%	10.40%	13.90%
<i>Total</i>	6.60%	23.50%	46.00%	13.50%	10.50%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	25.00%	21.40%	42.90%	10.70%	0.00%
<i>\$25K to \$49,999</i>	7.80%	32.50%	36.40%	13.00%	10.40%
<i>\$50K to \$74,999</i>	8.40%	24.10%	39.80%	16.90%	10.80%
<i>\$75K to \$99,999</i>	1.50%	19.10%	55.90%	11.80%	11.80%
<i>\$100K+</i>	5.30%	21.10%	50.70%	12.40%	10.50%
<i>Total</i>	6.60%	23.50%	46.00%	13.50%	10.50%

<i>Gender</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	8.60%	26.60%	43.90%	9.70%	11.20%
<i>Female</i>	4.10%	20.20%	48.30%	18.20%	9.10%

Race/ethnicity	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	6.30%	25.00%	46.90%	9.40%	12.50%
<i>White/Caucasian</i>	6.00%	22.40%	47.50%	14.20%	9.80%
<i>Asian</i>	6.10%	28.30%	43.40%	13.10%	9.10%
<i>Hispanic/Latino</i>	23.50%	5.90%	29.40%	17.60%	23.50%
<i>Other</i>	20.00%	20.00%	40.00%	0.00%	20.00%
<i>Total</i>	6.60%	23.50%	46.00%	13.50%	10.50%

Response to Property Crime (e.g. burglary, mail theft, car prowl)

Years in Shoreline	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	6.70%	25.50%	38.90%	18.80%	10.10%
<i>6-10</i>	4.40%	25.60%	36.70%	25.60%	7.80%
<i>11-15</i>	9.00%	33.70%	28.10%	16.90%	12.40%
<i>16-20</i>	6.30%	35.40%	35.40%	15.60%	7.30%
<i>21-30</i>	3.30%	29.20%	41.70%	20.80%	5.00%
<i>31+</i>	7.00%	32.10%	36.90%	16.00%	8.00%
<i>Total</i>	6.10%	30.00%	36.80%	18.90%	8.30%

Income	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	25.00%	33.30%	30.60%	8.30%	2.80%
<i>\$25K to \$49,999</i>	9.50%	25.70%	37.10%	19.00%	8.60%
<i>\$50K to \$74,999</i>	8.30%	37.00%	31.50%	15.70%	7.40%
<i>\$75K to \$99,999</i>	0.00%	29.60%	44.90%	19.40%	6.10%
<i>\$100K+</i>	4.20%	28.70%	38.10%	20.30%	8.70%
<i>Total</i>	6.10%	30.00%	36.80%	18.90%	8.30%

Gender	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	7.40%	29.20%	36.50%	18.30%	8.70%
<i>Female</i>	4.80%	31.50%	37.20%	19.20%	7.30%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	4.10%	22.40%	30.60%	30.60%	12.20%
<i>White/Caucasian</i>	5.30%	31.00%	38.60%	17.30%	7.80%
<i>Asian</i>	7.90%	29.90%	38.60%	15.00%	8.70%
<i>Hispanic/Latino</i>	11.10%	16.70%	27.80%	38.90%	5.60%
<i>Other</i>	22.20%	44.40%	11.10%	11.10%	11.10%
<i>Total</i>	6.10%	30.00%	36.80%	18.90%	8.30%

Level of respect Shoreline Police Officers show residents regardless of race, gender, age, or other factors

<i>Years in Shoreline</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	21.40%	26.20%	32.50%	11.10%	8.70%
<i>6-10</i>	20.30%	35.10%	25.70%	13.50%	5.40%
<i>11-15</i>	21.60%	36.40%	33.00%	3.40%	5.70%
<i>16-20</i>	16.50%	47.10%	28.20%	5.90%	2.40%
<i>21-30</i>	18.90%	41.40%	31.50%	6.30%	1.80%
<i>31+</i>	32.50%	36.20%	22.70%	4.30%	4.30%
<i>Total</i>	23.00%	36.40%	28.60%	7.20%	4.80%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	41.70%	33.30%	16.70%	5.60%	2.80%
<i>\$25K to \$49,999</i>	23.50%	36.70%	30.60%	6.10%	3.10%
<i>\$50K to \$74,999</i>	25.80%	43.30%	21.60%	5.20%	4.10%
<i>\$75K to \$99,999</i>	22.50%	36.00%	30.30%	7.90%	3.40%
<i>\$100K+</i>	18.30%	34.20%	31.30%	8.80%	7.50%
<i>Total</i>	23.00%	36.40%	28.60%	7.20%	4.80%

<i>Gender</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	23.80%	36.20%	27.50%	9.30%	3.20%
<i>Female</i>	22.00%	37.50%	30.20%	4.80%	5.50%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	29.70%	35.10%	21.60%	8.10%	5.40%
<i>White/Caucasian</i>	23.30%	34.50%	29.80%	7.40%	5.00%
<i>Asian</i>	16.20%	46.20%	26.50%	6.80%	4.30%
<i>Hispanic/Latino</i>	22.70%	18.20%	50.00%	4.50%	4.50%
<i>Other</i>	9.10%	72.70%	0.00%	9.10%	9.10%
<i>Total</i>	23.00%	36.40%	28.60%	7.20%	4.80%

Your level of trust in officers to do the right thing

<i>Years</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	15.00%	30.60%	35.00%	10.60%	8.90%
<i>6-10</i>	15.40%	33.70%	31.70%	10.60%	8.70%
<i>11-15</i>	26.00%	40.00%	24.00%	8.00%	2.00%
<i>16-20</i>	15.00%	48.60%	26.20%	7.50%	2.80%
<i>21-30</i>	16.70%	46.00%	33.30%	2.70%	1.30%
<i>31+</i>	28.20%	45.50%	21.80%	3.00%	1.50%
<i>Total</i>	19.90%	40.60%	28.60%	6.60%	4.20%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	39.50%	34.20%	21.10%	2.60%	2.60%
<i>\$25K to \$49,999</i>	19.10%	49.60%	20.90%	7.00%	3.50%
<i>\$50K to \$74,999</i>	24.20%	44.40%	23.40%	4.00%	4.00%
<i>\$75K to \$99,999</i>	18.00%	39.60%	32.40%	7.20%	2.70%
<i>\$100K+</i>	15.50%	38.70%	31.70%	8.20%	5.90%
<i>Total</i>	19.90%	40.60%	28.60%	6.60%	4.20%

<i>Gender</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	22.10%	39.30%	27.80%	6.60%	4.20%
<i>Female</i>	17.60%	42.20%	30.20%	6.60%	3.40%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	22.40%	34.70%	30.60%	6.10%	6.10%
<i>White/Caucasian</i>	19.50%	41.10%	28.10%	7.60%	3.60%
<i>Asian</i>	16.40%	46.30%	29.10%	4.50%	3.70%
<i>Hispanic/Latino</i>	19.20%	15.40%	50.00%	3.80%	11.50%
<i>Other</i>	33.30%	50.00%	0.00%	0.00%	16.70%
<i>Total</i>	19.90%	40.60%	28.60%	6.60%	4.20%

Shoreline's Police Department's response to situations involving individuals with cognitive or mental challenges

<i>Years in Shoreline</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>0-5</i>	16.80%	18.80%	44.60%	8.90%	10.90%
<i>6-10</i>	16.70%	23.30%	45.00%	6.70%	8.30%
<i>11-15</i>	20.60%	27.00%	36.50%	7.90%	7.90%
<i>16-20</i>	5.90%	30.90%	50.00%	8.80%	4.40%
<i>21-30</i>	14.50%	28.90%	48.20%	7.20%	1.20%
<i>31+</i>	16.80%	29.40%	40.30%	9.20%	4.20%
<i>Total</i>	15.30%	26.20%	43.90%	8.50%	6.20%

<i>Income</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Under \$25K</i>	35.70%	25.00%	25.00%	14.30%	0.00%
<i>\$25K to \$49,999</i>	16.90%	31.00%	38.00%	8.50%	5.60%
<i>\$50K to \$74,999</i>	16.90%	33.80%	40.30%	1.30%	7.80%
<i>\$75K to \$99,999</i>	9.20%	27.70%	52.30%	7.70%	3.10%
<i>\$100K+</i>	12.20%	24.30%	45.00%	11.10%	7.40%
<i>Total</i>	15.30%	26.20%	43.90%	8.50%	6.20%

<i>Gender</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>Male</i>	16.60%	25.10%	44.50%	8.10%	5.70%
<i>Female</i>	13.40%	28.20%	43.70%	9.20%	5.50%

<i>Race/ethnicity</i>	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
<i>African American/Black</i>	18.80%	21.90%	34.40%	15.60%	9.40%
<i>White/Caucasian</i>	14.20%	26.10%	46.10%	7.90%	5.80%
<i>Asian</i>	12.90%	32.30%	46.20%	4.30%	4.30%
<i>Hispanic/Latino</i>	14.30%	19.00%	33.30%	19.00%	14.30%
<i>Other</i>	20.00%	20.00%	0.00%	40.00%	20.00%
<i>Total</i>	15.30%	26.20%	43.90%	8.50%	6.20%

Appendix B: WASPC Supported Reforms

Washington Association of Sheriffs & Chiefs Law Enforcement Reform Recommendations 2020-2021

Washington's law enforcement leaders acknowledge the hurt, trauma, and anger caused by a history in which our profession has often failed to live up to our own ethical ideals, particularly in our relationships with communities of color, and we recognize our responsibility to address racial inequality.

We are committed to work with policy makers, community groups, and other stakeholders to improve the public service of law enforcement in our state. Change is necessary and we support meaningful reform and a conversation about law enforcement that focuses on transparency and accountability, reduces barriers to discipline and termination, and ensures a fair and more equitable criminal justice system. We do not present these recommendations as the only credible options for reform, rather as our contribution to the larger conversation.*

Use of Force:

- Standardize the use of force policies and training centered on the cornerstone principle of the sanctity of human life.
- Require all law enforcement officers to intervene and report to their agency whenever another law enforcement officer uses excessive force.

Transparency and Accountability:

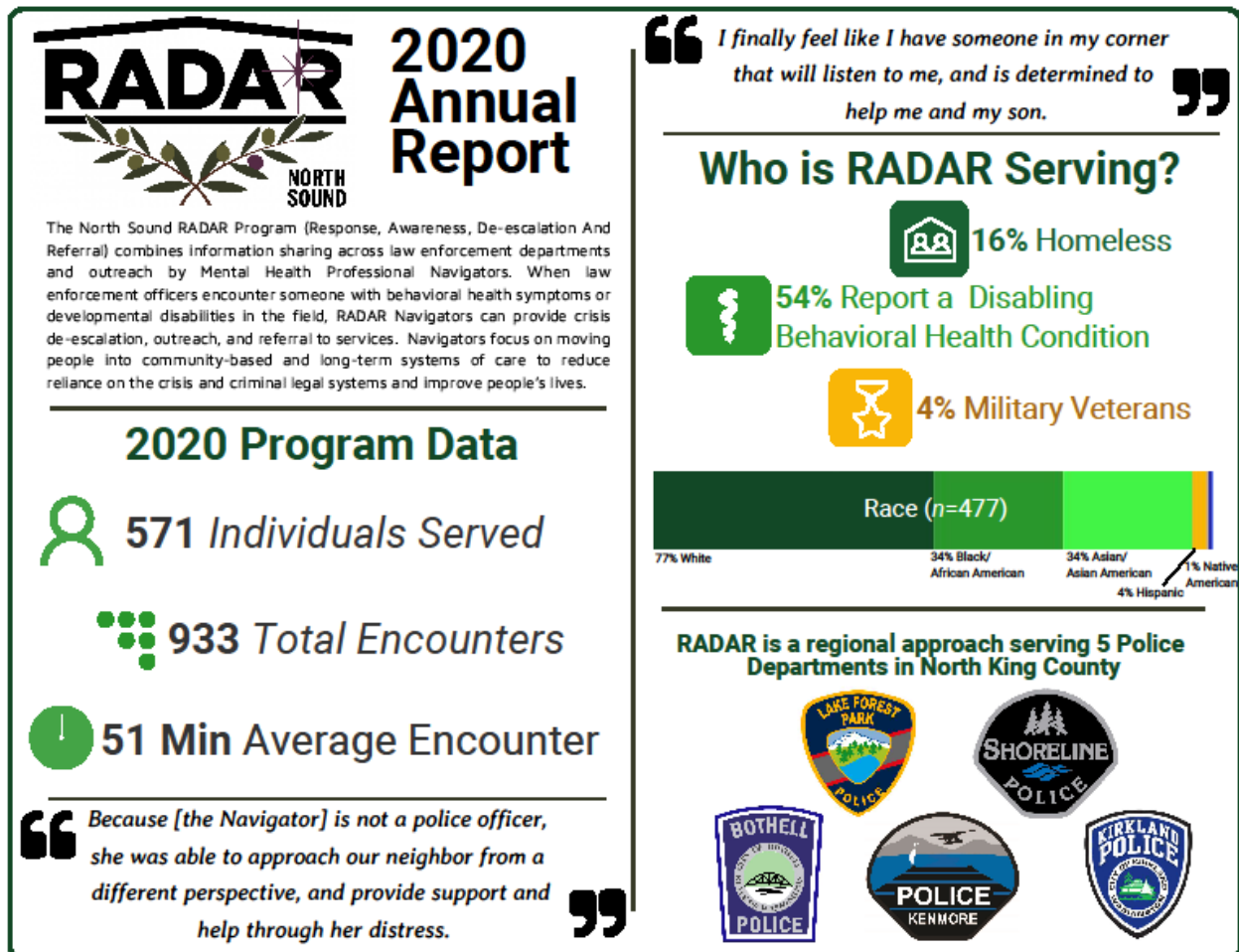
- Expand wellness, resiliency and mental health support for law enforcement and corrections officers.
- Support accreditation (best practice audits) for law enforcement and corrections agencies.
- Support civil service reforms to increase diversity and flexibility to hire and promote deputies and officers.
- Establish interventions for troubling patterns and behaviors among law enforcement officers.
- Explore models for an independent statewide deadly force investigative agency.
- Facilitate the implementation and use of body cameras.
- Provide greater authority for Chiefs and Sheriffs to dismiss officers who betray the public's trust.
- Enable de-certification of officers who use excessive force and other serious breaches of the public's trust.
- Require all Washington law enforcement agencies to submit data on the use of deadly force.

Defining the role of law enforcement:

- Establish state and local programs to build relationships and trust between law enforcement and the community.
- Establish clear expectations for state investment in programs to address mental illness, substance use, and other adverse events that are shown to increase the likelihood of future criminal justice involvement.

** These recommendations are abbreviated summaries of the official recommendations adopted by WASPC. The full text of each recommendation, along with recommended legislation to accomplish each, are available at www.waspc.org/reforms*

Appendix C: RADAR 2020 Annual Report



Annual Report Detail

	Number Served	% Change	Total Encounters	% Change	% Homeless	% BH Disability	% Veteran
Full Program 2019	456	UNK	446	UNK	17%	43%	12%
Full Program 2020	571	125%	933	209%	16%	54%	4%
Shoreline 2019	129	UNK	160	UNK	15%	53%	10%
Shoreline 2020	124	96%	259	162%	16%	54%	7%

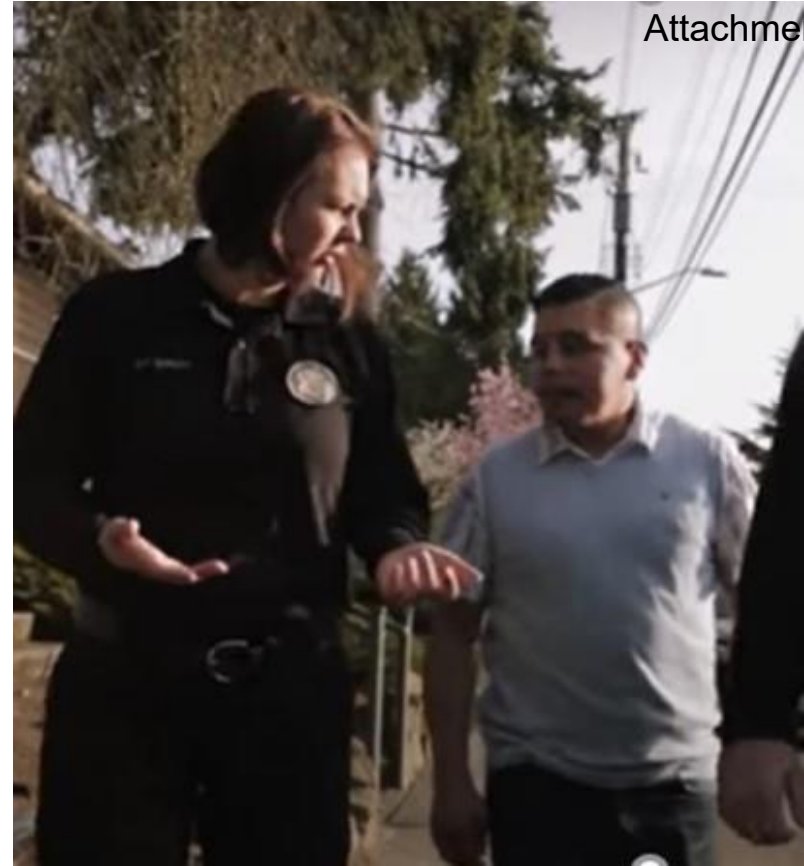


North Sound RADAR Navigator Program Overview

Presented for Shoreline City Council, September 20, 2021

About the Program

- Five Cities
- Interjurisdictional
- Shared infrastructure



About the Program

- Response Plans
- Mental Health Professional Navigators



8b-47

Attachment B

Response Awareness De-escalation and Refer

Subject Name: _____ Case # _____

Address: _____

(Add communications/dispatch summary here) (Add associated vehicles)

SAFETY WARNINGS / HAZARDS: (aggressive toward police, guns in house, e.g.)

DE-ESCALATION Suggestions

TRIGGERS TO AVOID: (father, sibling, e.g.) (Could be called does and don'ts)

HOUSING: (lives with mom, lives alone, e.g.)

USEFUL CONTACTS: (Counselor, parents, e.g.)

Name:	Contact Info

MOST RECENT CONTACTS / FOLLOW-UP: (This will auto populate for New World on Mobile and could be removed)

NAVIGATOR RECOMMENDATIONS:

Navigator Signature: _____

Requesting Officer Name: _____

CIT Coordinator Signature: _____

☐ Data Entry completed

☐ Purged Plan to Non-Active

Date: _____

Signature: _____

Program Goals

- Develop and share individualized de-escalation strategies to reduce police use-of-force incidents during encounters with people with BH/DD.
- Collaborate with a mental health professional (RADAR Navigator) to connect individuals with BH/DD to ongoing services and treatment.
- Reduce repeat encounters with first responders and increase the effectiveness of police responses.
- Create cost effective community-policing strategies and promote increased collaboration between deputies, persons with BH/DD, caregivers, and families.

Funding

Initially funded by

- KC Sheriff's Office
- US Department of Justice

Current funding

- King County MIDD Tax Levy
- Washington Association of Sheriffs and Police Chiefs (WASPC)/Trueblood



Full Program Numbers (Five Cities)

2019

- 336 Individuals Served
- 446 Total Encounters
- 16% Homeless

2020

- 571 Individuals Served
- 933 Total Encounters
- 16% Homeless



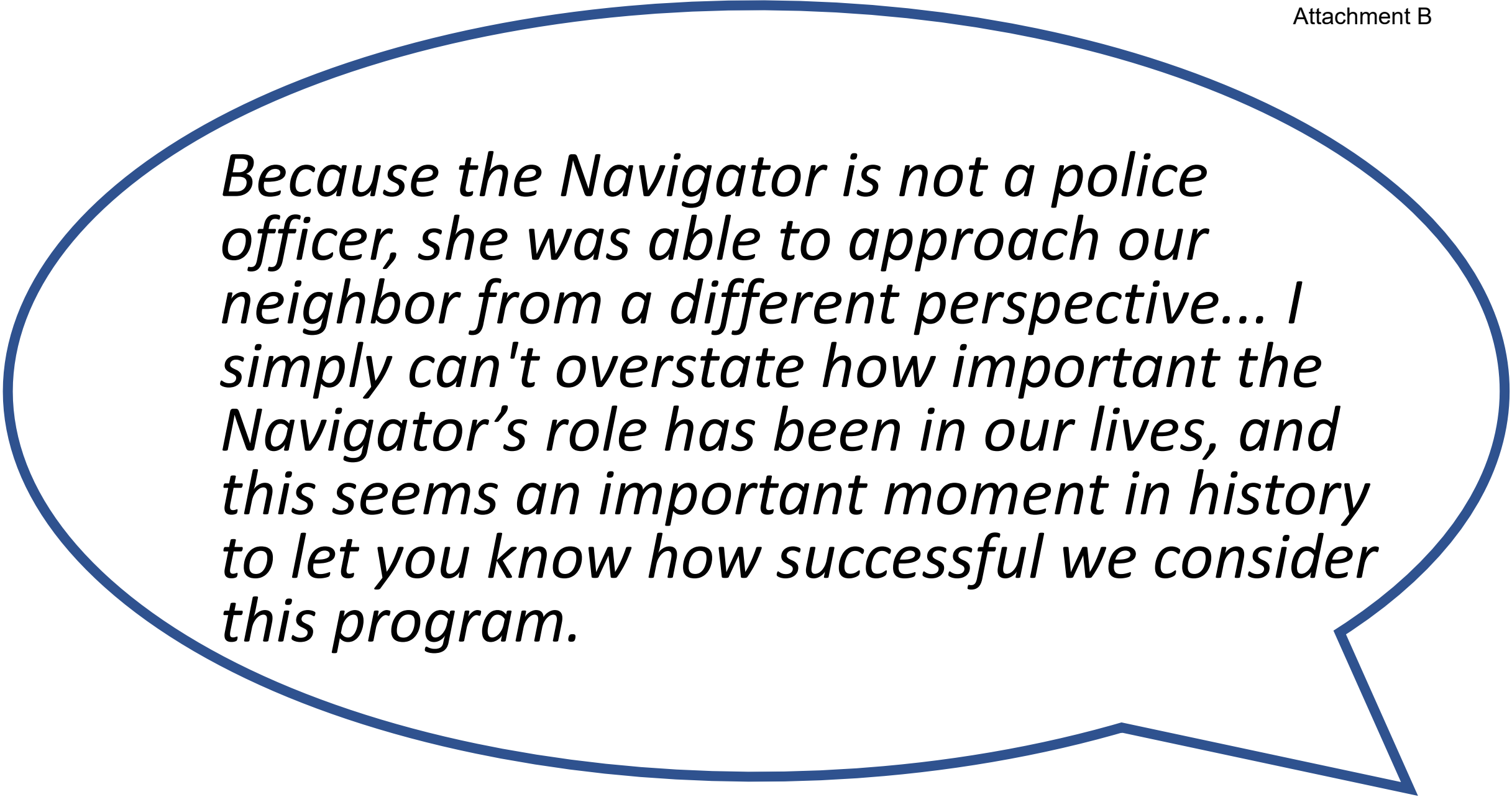
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2020 Shoreline Numbers

- 124 Individuals Served
- 254 Total Encounters
- 16% Homeless
- 54% Reported a disabling behavioral health condition
- 7% Military Veterans





Because the Navigator is not a police officer, she was able to approach our neighbor from a different perspective... I simply can't overstate how important the Navigator's role has been in our lives, and this seems an important moment in history to let you know how successful we consider this program.

January-July 2021 (Five Cities)

City	Individuals served Q1	Individuals served Q2	Individuals served YTD	Race breakdown where available
Bothell	50	37	87	59% White, 41% BIPOC ($n=22$)
Kenmore	4	8	12	60% White, 40% BIPOC ($n=5$)
Kirkland	31	23	54	66% White, 34% BIPOC ($n=53$)
LFP	7	7	14	<i>Not enough data</i>
Shoreline	63	40	103	81% White, 19% BIPOC ($n= 59$)

Current state: Response and Outreach

- 4-6 part-time contracted Navigators respond to in-progress calls and follow up on officer referrals
- 20%-25% of Navigator time is spent on direct response
- Coverage is limited due to staffing.



Next step: Immediate Response

- Recruiting for three new full-time Navigator positions
- Expand coverage for immediate Navigator response across five cities
- Prioritize high-volume hours

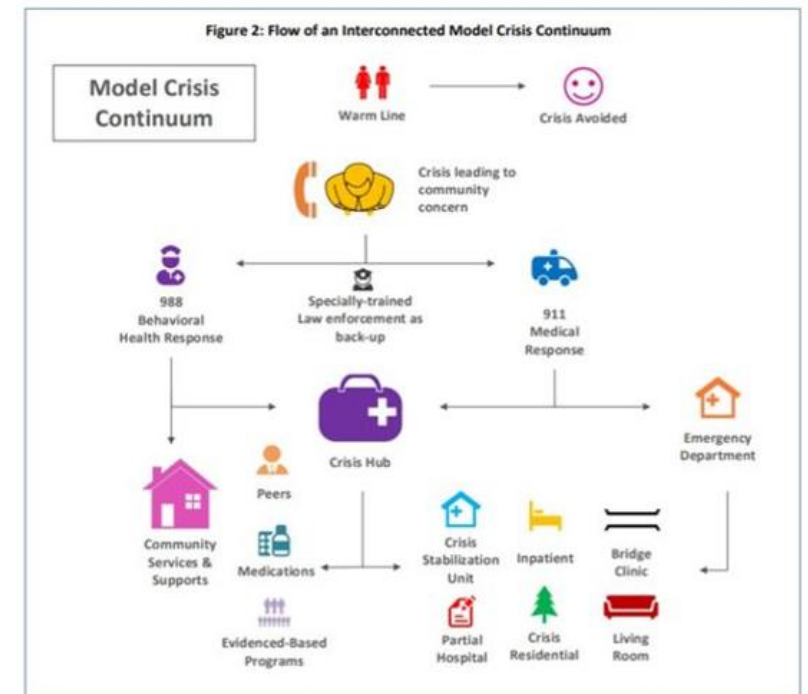
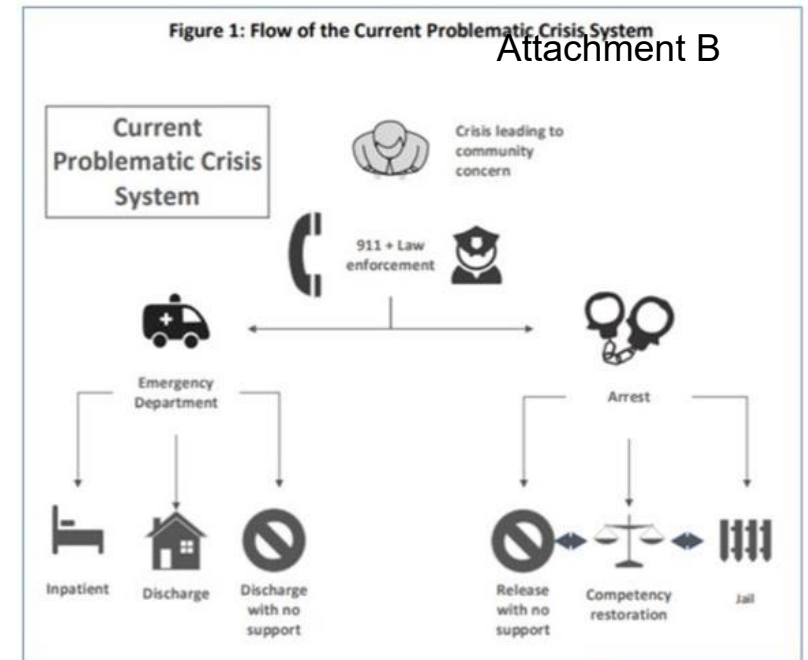
Co-Response Social Work

- Emerging field
- More agencies and cities exploring alternatives
- Co-response, community response, hybrid approaches
- Information sharing



RADAR's Ultimate Goal: Direct Dispatch

- Similar to the “CAHOOTS Model”
- 911 system or 988 dispatch center triage and assign appropriate calls
- Will require vehicles and additional Navigator capacity



Critical Need Crisis Triage Facility

- Only 17 crisis beds in King County
- Need for a “Navigate to” option in North County
- Crisis Triage Facilities provide immediate stabilization and linkage to services
- Critical part of a crisis response infrastructure

Attachment B
Figure 1: Flow of the Current Problematic Crisis System



Figure 2: Flow of an Interconnected Model Crisis Continuum



Questions?

Contact:

Brook Buettner

Brook.Buettner@bothellwa.gov

RADARNavigatorProgram.org

RADAR Embedded Social Worker Program

Proposed Pathway to Expansion

2016-2020 Building the Foundations

Though the idea arose in 2013, planning in earnest began in 2016 and implementation started in 2017. During this period the focus was on creating partnerships between jurisdictions to leverage shared infrastructure, developing policies and procedures, creating a data sharing tool and building buy-in with law enforcement partners.



Early development funded by DOJ, KCSO Risk Management, King County MIDD

2017-2021 Outreach Driven by Referrals

Current state: 4-6 part-time contracted navigators respond primarily to officer referrals. In some cases, Navigators respond to in-progress calls, though most outreaches take place as follow-up on the next shift. Hiring and staffing present an ongoing challenge. Database currently being beta tested.



Current funding: King County MIDD and WASPC/ Trueblood

2021-2022 Immediate Response

With increased staffing, Navigators will be available to immediately respond when an officer in any RADAR city identifies a behavioral health need on a call. Primary barrier to this is the challenge of recruiting and hiring. Stronger protocols needed for inter-agency deployment.



This stage of expansion will require additional funding

Direct Dispatch for Appropriate Calls

The potential benefit of this model is demonstrated by the "CAHOOTS" team in Oregon, a co-response program that diverts up to 17% of 911 calls to social services. This stage will be heavily reliant on the ability of the PSAP dispatch centers to triage and assign calls. Significant development needed here.

With adjustments to current funding agreements and direction from elected officials, alternative pathways to expansion could include pivoting to a more immediate focus on direct dispatch via the PSAPs, and hiring Navigators as full-time employees with benefits to improve our ability to recruit.

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Resolution No. 483 - Requiring Mandatory COVID-19 Vaccinations as a Qualification of Employment or Public Service with the City of Shoreline, as a Qualification for Providing Contracted Services at City Facilities, Authorizing the City Manager to Develop Additional Rules and Parameters for Implementing this Requirement, and Establishing a Deadline of Full Vaccination by December 1, 2021		
DEPARTMENT:	City Manager's Office		
PRESENTED BY:	John Norris, Assistant City Manager		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

Tonight, Council will discuss proposed Resolution No. 483 (Attachment A), which would establish a mandatory vaccination policy as a qualification of employment or volunteer public service with the City of Shoreline. It would also require that contractors providing services in City facilities be fully vaccinated. Proposed Resolution No. 483 would require that proof of full vaccination be provided by December 1, 2021.

Widespread vaccination is the primary means to prevent and curtail the spread of new variants of the COVID-19 virus, avoid the return of stringent public health measures, and end the COVID-19 pandemic. While non-pharmaceutical interventions such as wearing face coverings and social distancing help to reduce the spread of COVID-19, the COVID-19 vaccination has been proven as a safe and highly effective measure in preventing COVID-19 infection and limiting hospitalization and death.

As of September 9, 2021, the City of Shoreline has 220 employees (regular and extra-help) on payroll and 172, or 78%, of those employees have provided proof of being fully vaccinated. This does not include the Shoreline Police Department, as they are King County employees. The City's workforce is supplemented by contractors who provide in-person services within City facilities, appointed members of City Boards and Commissions and elected City officials. The City, to date, has not collected proof of vaccination from these individuals.

As of September 8, 2021, King County had 6,920 new COVID-19 cases in the most recent two-week period and 289 hospitalizations, approximately 4.2% of the new COVID-19 cases. Of the five key indicators of COVID-19 activity monitored by King County, only one is meeting the target and that is that the risk of death from COVID-19

is changing (improving) as a result of vaccinations. The other criteria are not being met, which includes transmission rates (high transmission/183.3 per 100k), hospitalization trends are increasing, the COVID-19 reproductive number is continuing to be above 1.0, and nearly 12% of King County hospital beds are serving COVID-19 patients. Many of these trends are close to the previous peak experienced during the winter of 2020.

Tonight, Council is scheduled to discuss proposed Resolution No. 483. This proposed Resolution is currently scheduled to be brought back to the City Council for potential action on October 4, 2021.

RESOURCE/FINANCIAL IMPACT:

The primary resource impact of implementing proposed Resolution No. 483 is the staff time to monitor and process vaccination verification forms and exemption/accommodation requests. There may be impacts as a result of the termination of employees who fail to provide proof of vaccination by the required deadline and the related resource impact of hiring and training replacements. This could also be true for the dismissal of volunteers or termination of contractors not meeting the City's mandatory vaccination requirements.

RECOMMENDATION

No action is required tonight. Staff recommends that the City Council discuss proposed Resolution No. 483 and ask questions of staff regarding this proposed requirement, its impacts and implementation. Potential action on proposed Resolution No. 483 is scheduled for October 4, 2021. The City Manager recommends that the City Council take action to approve proposed Resolution No. 483 on October 4, 2021.

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

INTRODUCTION

Widespread vaccination is the primary means to prevent and curtail the spread of new variants of the COVID-19 virus, avoid the return of stringent public health measures, and end the COVID-19 pandemic. While non-pharmaceutical interventions such as wearing face coverings and social distancing help to reduce the spread of COVID-19, the COVID-19 vaccination has been proven as a safe and highly effective measure in preventing COVID-19 infection and limiting hospitalization and death.

As of September 9, 2021, the City of Shoreline has 220 employees (regular and extra-help) on payroll and 172, or 78%, of those employees have provided proof of being fully vaccinated. This does not include the Shoreline Police Department, as they are King County employees. The City's workforce is supplemented by contractors who provide in-person services within City facilities, appointed members of City Boards and Commissions and elected City officials. The City, to date, has not collected proof of vaccination from these individuals.

As of September 8, 2021, King County had 6,920 new COVID-19 cases in the most recent two-week period and 289 hospitalizations, approximately 4.2% of the new COVID-19 cases. Of the five key indicators of COVID-19 activity monitored by King County, only one is meeting the target and that is that the risk of death from COVID-19 is changing (improving) as a result of vaccinations. The other criteria are not being met, which includes transmission rates (high transmission/183.3 per 100k), hospitalization trends are increasing, the COVID reproductive number is continuing to be above 1.0, and nearly 12% of King County hospital beds are serving COVID-19 patients. Many of these trends are close to the previous peak experienced during the winter of 2020.

During the City Council discussion on June 21, 2021, when a previous mandatory vaccination policy was discussed, the City Manager committed to keeping the City Council informed on COVID-19 transmission trends, public health guidance and the actions of private businesses and governmental agencies, including that of mandatory vaccination policies, in the event that Council wanted to reconsider their previous decision not to establish a mandatory vaccination policy.

On August 3, 2021, as a result of the escalating transmission rates of COVID-19, the increase in business and government mandates for mandatory vaccination policies, and continued interest by Councilmembers, the City Manager informed the City Council that she would bring forward a recommendation to implement a mandatory vaccination for City employees, which was scheduled for tonight's meeting.

BACKGROUND

As noted above, on June 21, 2021, the City Council discussed pursuing a mandatory COVID-19 vaccination policy for City employment. At that time, there was not sufficient interest by the City Council to require City staff to this develop policy. The staff report for this Council discussion can be reviewed at the following link:

Since that time, COVID-19 transmission has significantly increased, primarily as a result of the transmission rate of the COVID-19 Delta variant and the number of unvaccinated individuals in the community. Public Health – Seattle and King County, as per their [COVID-19 Outcomes by Vaccination Status](#), based on data through August 26, 2021, have identified that a person not fully vaccinated is now seven (7) times more likely to test positive for COVID-19, 50 times more likely to be hospitalized for COVID-19, and 30 times more likely to die of COVID-19 related illness than those who are fully vaccinated. Similarly, the Centers for Disease Controls and Prevention (CDC) has stated that unvaccinated individuals are five times more likely to get COVID-19 than vaccinated peers and 29 times more likely to be hospitalized for their infections. Transmission and hospitalization rates in King County are nearing the peak of the 2020-2021 winter wave of the pandemic and it is not clear if we have reached the peak of this current pandemic wave.

Some recent events related to this most recent wave of the COVID-19 pandemic include:

- On July 27, 2021, the CDC released updated guidance on the need for urgently increasing COVID-19 vaccination rates amid high transmission rates.
- On July 29, 2021, U.S. President Biden announced that federal employees would need to attest to their vaccination status or continue to wear a mask, practice social distancing, and get tested twice a week for COVID-19. In making this announcement, President Biden urged state and local governments and private employers to follow a similar vaccination requirement for their workplaces.
- On August 9, 2021, Washington State Governor Jay Inslee issued Proclamation 21-14, imposing a vaccine mandate for most state employees, on-site contractors, and workers in private health care and long-term care settings. This mandate requires individuals to be fully vaccinated by October 18, 2021. King County and the City of Seattle joined in this mandate and the Governor has encouraged other local governments to do the same. The King County mandate includes the employees of the King County Sheriff's Office.
- On August 21, 2021, the Governor expanded the vaccine mandate to all employees working in higher education, K-12 education, most childcare and early learning facilities, and municipal parks and recreation programs serving children and youth. In consultation with the City Attorney, the City Manager determined that the Governor's proclamation applied to certain employees within the City's Recreation Division and she provided notice to those employees that they must comply with the Governor's order by October 18, 2021, or potentially be placed on unpaid leave.
- Many companies are enacting some form of vaccination requirement. Some require that employees be fully vaccinated while others require that employees receive a COVID-19 vaccine before returning to the workplace. Under some orders, those who remain unvaccinated must follow strict safety guidelines including regular testing, social distancing and mask mandates. Some private

companies that have instituted some form of vaccination requirement include Cisco, CVS Health, Delta Air Lines, DoorDash, Facebook, Frontier Airlines, Goldman Sachs, Google, Tyson Foods, United Airlines, Walgreens, Walt Disney Co., Walmart, and the Washington Post. Many health care systems and universities have also started to implement mandatory vaccination policies for employees. The City of San Francisco is mandating that its employees be fully vaccinated no later than October 13, 2021, depending on whether or not they are in a high-risk setting. Within King County, the cities of Clyde Hill, Duvall and Snoqualmie have adopted mandatory vaccination policies as a condition of employment.

- On August 23, 2021, the Food and Drug Administration (FDA) approved the Pfizer-BioNTech COVID-19 vaccine for the prevention of the COVID-19 disease in individuals 16 years of age and older. The Moderna (which filed for FDA approval on August 25, 2021) and Janssen vaccines continue to be available under Emergency Use Authorization (EUA) for individuals 18 years and older. The Pfizer and Moderna vaccines are provided free to all qualifying individuals and continue to be readily available throughout the Puget Sound region.
- On September 9, 2021, President Biden announced his 'Path out of the Pandemic' Plan, which will require all employers with more than 100 employees to ensure their workers are vaccinated or tested weekly; require employers with more than 100 employees to provide paid time off for the time it takes for workers to get vaccinated or to recover if they are ill post-vaccination; require vaccinations for all federal workers and for contractors that do business with the federal government; and require vaccinations for health care workers at Medicare and Medicaid participating hospitals and other health care settings, among other actions. It is unclear if this requirement will apply to the City of Shoreline as a governmental employer of more than 100 staff, but the Council can adopt a mandatory vaccination policy that does not include a testing option, which staff is recommending, or other more stringent requirements if the Council so chooses.

DISCUSSION

Proposed Resolution No. 483 (Attachment A) would require that as a qualification of employment or volunteer public service, that the following groups be fully vaccinated by December 1, 2021:

- City of Shoreline employees,
- Elected officials (City Councilmembers),
- Appointed members of boards and commissions (Planning Commissioners and Parks, Recreation and Cultural Services Board Members),
- City volunteers, and
- Those individuals under contract with the City to provide in-person services at City Facilities.

Although the City Council discussion in June of 2021 focused on mandatory vaccination for employees, given that there are other individuals who provide public service on behalf of the City, the City Manager is now recommending that the mandatory

vaccination policy apply to any individual providing in-person public service, on behalf of the City, in City of Shoreline facilities, as well as all City volunteers.

As is defined in proposed Resolution No. 483, “fully vaccinated” means two weeks after an individual has received the second dose in a two-dose series of a COVID-19 vaccine and a third, booster shot within 30 days of eligibility for the booster as determined by the CDC or Washington State Health Officer; or two weeks after a single-dose COVID-19 vaccine, and a second, booster shot within 30 days of eligibility for the booster as determined by the CDC or Washington State Health Officer.

As was discussed at the June 21st Council meeting, the City Attorney has opined that the City can require employees to get vaccinated and make this a qualification of employment subject to the application of federal anti-discrimination laws, including the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 (Title VII”). The U.S. Equal Employment Opportunity Commission (EEOC) advised that while these laws do not prohibit employer-mandated COVID-19 vaccinations per se, they do require employers to undertake individualized risk assessments and offer reasonable accommodations to protect the legal rights of employees who cannot or will not be vaccinated for medical or religious reasons. As such, the City will be required to provide an opportunity for employees, Councilmembers, and appointed members of boards and commissions to seek a medical or religious accommodation. There will be no exemptions for philosophical reasons for any individual.

The City Manager has drafted policy and procedures that would address the consequences for an employee who does not comply with the vaccination policy. Any employee who fails to be fully vaccinated or has not received a medical or religious exemption by December 1, 2021, will no longer be permitted to undertake the essential duties of their positions, and as such, will be terminated or removed from their appointment. The City Manager will only consider an employee exception or extension to this vaccination requirement when necessary, through no fault of the employee, such as a medical reason confirmed by a doctor. City volunteers will not be considered for an exemption, exception, or extension.

Proposed Resolution No. 483 provides that if a City Councilmember fails to be fully vaccinated or to receive a medical or religious exemption by the deadline, that they are not eligible to receive any benefits, such as the payment for health insurance or a payment in-lieu of receiving health insurance, and that the Council may remove them from any assignments to intergovernmental/regional boards, commissions, or committees. For appointed board and commission members (Planning Commissioners and Parks, Recreation, and Cultural Services Board Members), failure to comply may result in removal by the City Manager from their board/commission with the concurrence of the City Council as provided in [SMC 2.20.020\(D\)](#). The decision to impose these sanctions is by an affirmative vote of a majority of the City Council.

The City’s standard service contract requires that all services provided to the City be in compliance with all federal, state, and local statutes, rules, and ordinances applicable to

the services being provided. Under this proposed Resolution, individuals providing in-person services in City facilities via contract will be required to be fully vaccinated. City facilities include all City-owned buildings and City-owned or managed open spaces, including but not limited to City parks and the Interurban Trail. All service contractors providing these in-person services will assume responsibility for vaccination verification and accommodation requirements and an authorized representative of a service contractor will be required to provide the City with a signed Employer Declaration that they have verified proof of full vaccination with any employee providing service per a City contract. The City will retain the right to investigate or inquire into a Service Contractor's compliance with the requirements of the City's established administrative policy.

SUMMARY

Proposed Resolution No. 483, sets a mandatory COVID-19 vaccination policy for employees, elected officials, appointed members of boards and commissions, City volunteers, and in-person service providers doing so via contract. This is the first time that the City has instituted such a mandate, but given the on-going public health emergency created by the pandemic, staff believes that it is a necessary step. Continued transmission will escalate the potential to return to shut downs that significantly harm the economic vitality of individuals and businesses, continue to put significant strain on local health systems and hospitals, result in additional deaths, and potentially severely impact our youth ages 12 and under who have no option at this time to be vaccinated.

The City Manager does not take lightly the impact of a mandate on individual rights, liberty and freedom, or the potential for the loss of employees. This could result in temporary impacts in the City's ability to deliver its full range of services. However, given that vaccinations have been proven to be safe and effective and that prolonging the COVID-19 pandemic will only threaten the vitality of our community and region, the City Manager is recommending that the City Council adopt proposed Resolution No. 483 when it returns to Council for potential action.

RESOURCE/FINANCIAL IMPACT

The primary resource impact of implementing proposed Resolution No. 483 is the staff time to monitor and process vaccination verification forms and exemption/accommodation requests. There may be impacts as a result of the termination of employees who fail to provide proof of vaccination by the required deadline and the related resource impact of hiring and training replacements. This could also be true for the dismissal of volunteers or termination of contractors not meeting the City's mandatory vaccination requirements.

RECOMMENDATION

No action is required tonight. Staff recommends that the City Council discuss proposed Resolution No. 483 and ask questions of staff regarding this proposed requirement, its impacts and implementation. Potential action on proposed Resolution No. 483 is scheduled for October 4, 2021. The City Manager recommends that the City Council take action to approve proposed Resolution No. 483 on October 4, 2021.

ATTACHMENT

Attachment A: Proposed Resolution No. 483

RESOLUTION NO. 483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, REQUIRING MANDATORY COVID-19 VACCINATIONS AS A QUALIFICATION OF EMPLOYMENT OR PUBLIC SERVICE WITH THE CITY OF SHORELINE; AS A QUALIFICATION FOR PROVIDING CONTRACTED SERVICES AT CITY FACILITIES; AUTHORIZING THE CITY MANAGER TO DEVELOP ADDITIONAL RULES AND PARAMETERS FOR IMPLEMENTING; AND ESTABLISHING A DEADLINE OF FULL VACCINATION BY DECEMBER 1, 2021.

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a nationwide public health emergency; and

WHEREAS, on February 29, 2020, Governor Jay Inslee issued Proclamation 20-05 declaring a state of emergency in all counties of the state related to the spread of the COVID-19 virus; and

WHEREAS, on March 4, 2020, the City Manager issued a Local Declaration of Public Health Emergency (“Declaration”) to address the significant health risks posed by the COVID-19 virus. The Declaration, issued pursuant to Shoreline Municipal Code (“SMC”) Chapter 2.50, and ratified by the Shoreline City Council on March 16, 2020, by Resolution No. 454, authorized the City Manager to take action and exercise powers on behalf of the City of Shoreline (“City”) in the event of an emergency; and

WHEREAS, On March 23, 2020, Governor Inslee issued a “Stay Home – Stay Healthy” order intended to reduce the spread and transmission of the COVID-19 virus, and has since issued several proclamations and orders related to the reopening of the state, including Proclamation 20-25.4 (“Safe Start-Stay Healthy”), Proclamation 20-25.14 (“Washington Ready”) and multiple amendments thereof; and

WHEREAS, the Food and Drug Administration (FDA) has provided Emergency Use Authorization (EUA) for multiple COVID-19 vaccinations beginning with Pfizer-BioNTech on December 11, 2020, Moderna on December 18, 2020, and Janssen on February 27, 2021. On August 23, 2021, the FDA approved the first COVID-19 vaccine, which has been known as the Pfizer-BioNTech COVID-19 vaccine, and will now be marketed as *Comirnaty* for the prevention of the COVID-19 disease in individuals 16 years of age and older, and under EUA for individuals 12 – 15 years of age and for the administration of a third dose in certain immunocompromised individuals. The Moderna, which filed for FDA approval on August 25, 2021, and Janssen vaccines continue to be available under EUA for individuals 18 years and older; and

WHEREAS, on July 27, 2021, the Centers for Disease Control and Prevention released updated guidance on the need for urgently increasing COVID-19 vaccination rates amid high transmission rates; and

WHEREAS, at the present time, after months of improving COVID-19 epidemiological conditions, highly contagious COVID-19 variants are emerging, including the Delta variant; and

WHEREAS, COVID-19 transmission is increasing with more infections occurring within the King County area, primarily among unvaccinated people, with the Washington Department of Health reporting that over 96% of new cases in August 2021 arose from the more easily transmissible Delta variant; and

WHEREAS, area hospitals and healthcare facilities are reaching or exceeding existing intensive care unit (ICU) capacity, directly related to hospitalized COVID-19 patients; and

WHEREAS, on August 9, 2021, Governor Inslee issued Proclamation 21-14 requiring certain state employees and health care workers to be fully vaccinated against COVID-19 by October 18, 2021, as a condition of employment; and

WHEREAS, on August 10, 2021, King County Executive Dow Constantine issued an Order requiring COVID-19 vaccination for all executive branch employees of King County by October 18, 2021, as a condition of employment; and

WHEREAS, on August 21, 2021, Governor Inslee issued Proclamation 21-14.1 expanding the vaccination requirements to all employees working in higher education, K-12 education, most childcare and early learning facilities, and municipal parks and recreation programs serving children and youth, and re-imposing a statewide mask mandate for all individuals regardless of vaccination status in public indoor spaces; and

WHEREAS, in addition to contractors providing services for youth programs, other contractors and consultants provide in-person services at City Facilities; and

WHEREAS, vaccines have been shown to be safe and highly effective at preventing COVID-19 infection and in limiting hospitalization and death; and

WHEREAS, according to Public Health – Seattle and King County, COVID-19 Outcomes by Vaccination Status on January 17, 2021, a person not fully vaccinated was three (3) times more likely to test positive for COVID-19, 15 times more likely to be hospitalized for COVID-19, and 19 times more likely to die of COVID-19 related illness; and based on data through August 26, 2021, a person not fully vaccinated is now seven (7) times more likely to test positive for COVID-19, 50 times more likely to be hospitalized for COVID-19, and 30 times more likely to die of COVID-19 related illness; and

WHEREAS, on September 9, 2021, the President of the United States announced a COVID-19 action plan – Path out of the Pandemic, directing the federal Occupational Safety and Health Administration (OSHA) to promulgate rules that address vaccine mandates for business with more than 100 employees. Additionally, President Biden issued two Executive Orders requiring all federal workers to be vaccinated and federal contractors to comply with COVID-19 safety protocols that will likely require vaccination: and

WHEREAS, all people ages 12 and older have been eligible to receive a COVID-19 vaccine since May 10, 2021, providing ample time for all eligible employees to become fully vaccinated; and

WHEREAS, widespread vaccination is the primary means that the City of Shoreline has to protect employees, residents, and the community at large from COVID-19 infections, including persons who cannot be vaccinated for medical reasons, youth who are not yet eligible to receive a vaccine, immunocompromised individuals, and vulnerable persons such as persons in health care facilities and other congregate care facilities; and

WHEREAS, widespread vaccination is also the primary means to prevent and curtail the spread of new variants of the COVID-19 virus, avoid the return of stringent public health measures, and put the pandemic behind us; and

WHEREAS, in order to provide and maintain a safe workplace, protect the health of all of our employees and their families, and reduce and protect the community at large from the risks and adverse effects of COVID-19, the City Council has determined that it is necessary to adopt this Resolution;

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

Section 1. Full Vaccine Requirement. As a qualification of employment or public service, all City of Shoreline employees, elected officials, appointed members of boards and commissions, volunteers for the City of Shoreline, and those individuals under contract with the City to provide in-person services at City Facilities, (collectively “Workers”) shall be required to be Fully Vaccinated by 12:01 am on December 1, 2021, and must provide proof of full vaccination by this deadline in accordance with policies or procedures that shall be established by the City Manager. All future Workers shall provide proof of full vaccination against COVID-19 prior to the date of hire, provision of services, or as a condition of contracting. Any person subject to Proclamation 21-14.1’s vaccine mandate deadline of October 18, 2021, shall also be subject to the vaccine mandate in this Resolution. The requirement for Full Vaccination is mandatory and only subject to such exceptions as required by law.

Section 2. City Manager Directive. In addition to those powers and duties granted to the City Manager under state law or the Shoreline Municipal Code, the City Manager is additionally hereby directed to enact and implement a mandatory COVID-19 vaccination requirement consistent with this Resolution for all current and future employees as a qualification of employment, for all public service volunteers as a qualification of a volunteer position, and for service contractors and consultants providing in-person services at City Facilities, provided that the requirement allows for a religious or medical exemption. The City Manager is further directed to adopt or implement any related policies and procedures and to work with our employees’ labor representatives regarding the impacts, if any, related to this mandatory requirement, including termination of employment, volunteer service, or contract services.

Section 3. City Council and Boards and Commissions. A City Councilmember is not eligible to receive benefits including, medical, dental, vision, life insurance, and long-term disability, or payment in lieu of these benefits, unless Fully Vaccinated in accordance with this Resolution. Additionally, failure of a member of the City Council or a City Board or Commission to be Fully Vaccinated by the December 1, 2021, may result in the following sanctions:

- A. For City Councilmembers: Removal from any assignments to intergovernmental boards, commissions, or committees; and/or
- B. For Board and Commission Members: Removal by the City Manager, with the concurrence of the City Council, as provided in SMC 2.20.020(D).

The decision to impose sanctions is by an affirmative vote of a majority of the City Council.

Section 4. Definitions. The following definition shall apply to this Resolution:

“Fully Vaccinated” means two weeks after a Worker has received the second dose in a two-dose series of a COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Pfizer-BioNTech, Comirnaty, or Moderna) and a third, booster shot within 30 days of eligibility for the booster, as eligibility is determined by the FDA, Centers for Disease Control and Prevention (CDC) and/or the Washington State Health Officer, as applicable; or two weeks after a Worker has received a single-dose COVID-19 vaccine authorized for emergency use, licensed, or otherwise approved by the FDA (e.g., Johnson & Johnson (J&J)/Janssen, and a second, booster shot within 30 days of eligibility for the booster, as eligibility is determined by the FDA, CDC and/or the Washington State Health Officer, as applicable. Should the FDA, CDC and/or the Washington State Health Officer or other agency with jurisdiction provide different criteria or requirements to be considered fully vaccinated, said requirements shall be included in this definition and the requirements of this Resolution, and the City Manager shall implement the requirements.

Section 5. Effective Date; Duration. This Resolution shall take effect and be in full force immediately upon passage by the City Council. The COVID-19 vaccine mandate this Resolution sets forth shall be in effect until expressly revoked by formal action of the City Council.

Section 6. Corrections by City Clerk. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

Section 7. Severability. Should any section, subsection, paragraph, sentence, clause, or phrase of this Resolution or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or its application to any person or situation.

PASSED BY THE CITY COUNCIL ON OCTOBER 4, 2021

Mayor Will Hall

ATTEST:

Jessica Simulcik Smith
City Clerk