



## SHORELINE CITY COUNCIL REGULAR MEETING AGENDA

---

Monday, August 15, 2022

7:00 p.m.

Council Chamber · Shoreline City Hall

<https://zoom.us/j/95015006341>

253-215-8782 | Webinar ID: 950 1500 6341

*This meeting is conducted in a hybrid format with both in-person and virtual options to attend.*

---

	<u>Page</u>	<u>Estimated Time</u>
<b>1. CALL TO ORDER</b>		7:00
<b>2. FLAG SALUTE/ROLL CALL</b>		
(a) Proclamation of Celebrate Shoreline	<u>2a-1</u>	
<b>3. APPROVAL OF THE AGENDA</b>		
<b>4. REPORT OF THE CITY MANAGER</b>		
<b>5. COUNCIL REPORTS</b>		
<b>6. PUBLIC COMMENT</b>		

*The City Council provides several options for public comment: in person in the Council Chamber; remote via computer or phone; or through written comment. Members of the public may address the Council during regular meetings 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 comments are being recorded.*



**Sign up for In-Person Comment the night of the meeting.** *In person speakers will be called on first.*



**[Sign up for Remote Public Comment.](#)** *Pre-registration is required by 6:30 p.m. the night of the meeting.*



**[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.*

### **7. CONSENT CALENDAR**

- |   |             |
|---|-------------|
| (a) Approval of Minutes of Regular Meeting of July 25, 2022   | <u>7a-1</u> |
| (b) Authorize the City Manager to Execute a Contract Amendment with TCF Architecture, Inc. in the Amount of \$16,342 for Services During Design of the Ballinger Maintenance Facility             | <u>7b-1</u> |
| (c) Authorize the City Manager to Execute a Professional Services Agreement with Osborn Consulting, Inc. in the Amount of \$1,532,094 for Design of the Barnacle and Heron Creek Culvert Projects | <u>7c-1</u> |
| (d) Authorize the City Manager to Enter into a Grant Agreement with King County Best Starts for Kids Youth Development for \$375,000 for Youth Outreach Leadership and Opportunities              | <u>7d-1</u> |

- (e) Authorize the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Respite in Community Settings Program 7e-1
- (f) Authorize the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Recreational Opportunities Program 7f-1

**8. ACTION ITEMS**

- (a) Action on Resolution No. 494 - Declaration of Climate Emergency 8a-1 7:20

**9. STUDY ITEMS**

- (a) Discussion of Draft Interlocal Agreement for Homeless Services with the King County Regional Homelessness Authority 9a-1 7:30
- (b) Discussion of the Preliminary Draft Transportation Element Update 9b-1 8:10
- (c) Discussion of Ordinance No. 969 - Amending Chapter 20.50 of the Shoreline Municipal Code to Add Regulations for Outdoor Seating and Discussion of Resolution No. 493 - Adopting a Fee for Outdoor Seating Permits 9c-1 8:50

**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](http://shorelinewa.gov/councilmeetings). Council meetings are shown on the City's website at the above link and on Comcast Cable Services Channel 21 and Zply 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.*

**DOWNLOAD THE ENTIRE CITY COUNCIL PACKET FOR AUGUST 15, 2022**



**LINK TO STAFF PRESENTATIONS**



**LINK TO PUBLIC COMMENT RECEIVED**

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

<b>AGENDA TITLE:</b>	Proclamation of Celebrate Shoreline		
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services		
<b>PRESENTED BY:</b>	Mary K. Reidy, Recreation and Cultural Services Superintendent		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Proclamation

**PROBLEM/ISSUE STATEMENT:**

2022 marks the 27<sup>th</sup> birthday of the City of Shoreline, which is indeed a reason to Celebrate Shoreline. This annual celebration commemorates the City’s incorporation with activities designed to spark celebration and community spirit. This year the celebration will be focused on the Celebrate Shoreline Festival on Saturday, August 20<sup>th</sup> and will continue to be modified to ensure community safety while still allowing for in-person connection and celebration.

The past few years have presented the Shoreline community with new and unique challenges. Through this time the community has engaged with each other in meaningful conversations and supported each other through challenging circumstances, which is truly a reason to celebrate. The community is excited to have the 2022 celebration be the first in-person Celebrate Shoreline Festival in three years.

Highlights of the Celebrate Shoreline Festival activities include the following:

- *Ella Bella Bee on the Family Stage.* A comedic, educational musical about pollinators and food. With colorful costumes, dance, interactive songs and humor, performers engage and challenge the audience to support the City’s sustainability efforts by focusing on bees and hummingbirds and how to sustain them!
- *Culture Share on the Main Stage.* Butoh Japanese Dance Theatre and Just Humanitarian Project (JHP) will be performing on the main stage celebrating Shoreline’s rich and valued diversity.
- *Who Stole the Queen of Hearts’ Tarts Theater Production.* Through a partnership with King County Library System, this family-focused play about who stole two of the special strawberry tarts the cook prepared for the Queen’s croquet party is a mystery the audience will be needed to help solve.

**RECOMMENDATION**

Staff recommends that the Mayor declare August 15<sup>th</sup> through August 21<sup>st</sup> as a time to Celebrate Shoreline.

**ATTACHMENT:**

Attachment A: 2022 Celebrate Shoreline Proclamation

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



## PROCLAMATION

**WHEREAS**, 2022 marks the 27<sup>th</sup> birthday of the City of Shoreline, and the annual Celebrate Shoreline event commemorates this landmark of the City's incorporation with activities designed to spark celebration and community spirit; and

**WHEREAS**, this year Celebrate Shoreline is back to an in-person celebration for the first time in three years; and

**WHEREAS**, Celebrate Shoreline is a time for the community to see neighbors, meet new friends and celebrate the beauty and diversity of Shoreline; and

**WHEREAS**, the Celebrate Shoreline Festival will host local performers representing the diversity of our community and Shoreline's commitment to environmental sustainability; and

**WHEREAS**, many community partners and local sponsors come together to provide a full day of activities for all ages including theater, music, crafts, food and drink and music for residents;

**NOW, THEREFORE**, I, Keith Scully, Mayor of the City of Shoreline, on behalf of the Shoreline City Council, do hereby proclaim August 15<sup>th</sup> through August 21<sup>st</sup>, 2022 as a time to

## CELEBRATE SHORELINE!

in the City of Shoreline and invite all residents to join in this celebration of community connections, strength, and support.

---

Keith Scully, Mayor

**CITY OF SHORELINE**  
**SHORELINE CITY COUNCIL**  
**SUMMARY MINUTES OF REGULAR MEETING**

*The purpose of these minutes is to capture a high-level summary of Council's discussion and action. This is not a verbatim transcript. Meeting video and audio is available on the [City's website](#).*

Monday, July 25, 2022  
7:00 p.m.

Council Chambers - Shoreline City Hall  
17500 Midvale Avenue North

**PRESENT:** Mayor Scully, Deputy Mayor Robertson, Councilmembers McConnell, Mork, Roberts, and Pobee

**ABSENT:** None.

1. CALL TO ORDER

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

2. FLAG SALUTE/ROLL CALL

Upon roll call by the City Clerk, all Councilmembers were present except for Councilmember McConnell, who joined the meeting at 7:01 p.m. and Councilmember Ramsdell.

**Deputy Mayor Robertson moved to excuse Councilmember Ramsdell for personal reasons. The motion was approved by unanimous consent.**

3. APPROVAL OF THE AGENDA

The agenda was approved by unanimous consent.

4. REPORT OF CITY MANAGER

Debbie Tarry, City Manager, reported on various City meetings, projects, and events.

5. COUNCIL REPORTS

Mayor Scully reported his attendance at a meeting for the Lake Ballinger Forum to discuss the WSDOT project to broaden culverts for salmon. He also attended a WRIA 8 meeting and learned that salmon numbers are up but it is still not enough for a sustainable population. Finally, Mayor Scully said he attended the State Audit Entrance Conference and had no issues to report.

6. PUBLIC COMMENT

The Council heard comments from the public from approximately 7:06 p.m. to 7:12 p.m. Written comments were also submitted to Council prior to the meeting and are available on the [City's website](#).

Anne Brask, Director of Planning at Abodu, spoke on behalf of a client to ask for parking requirement waivers for accessory dwelling units.

Nancy Morris, Shoreline resident, commented that Shoreline building codes are not ambitious enough to combat climate change. She asked that Council require development to accommodate mature trees.

7. CONSENT CALENDAR

**Upon motion by Deputy Mayor Robertson and unanimously carried, 6-0, the following Consent Calendar items were approved:**

**(a) Approval of Minutes of Regular Meeting of June 27, 2022**

**(b) Approval of Expenses and Payroll as of July 8, 2022 in the Amount of \$10,384,873.76**

**\*Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
5/29/22 - 6/11/22	6/17/2022	102866-103107	17845-17863	85983-85989	\$870,459.76
5/29/22 - 6/11/22	6/23/2022			WT1270- WT1271	\$115,251.17
6/12/22 - 6/25/22	7/1/2022	103108-103351	17864-17886	86102-86105	\$653,378.00
6/12/22 - 6/25/22	7/8/2022			WT1273- WT1274	\$114,881.40
					\$1,753,970.33

**\*Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
6/27/2022	WT1272	\$44,512.80
		\$44,512.80

**\*Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
6/15/2022	85854	85885	\$152,206.12
6/15/2022	85886	85915	\$570,070.41

6/22/2022	85916	85948	\$489,949.37
6/22/2022	85949	85982	\$5,659,278.99
6/29/2022	85990	86012	\$729,737.85
6/29/2022	86013	86040	\$23,634.58
7/6/2022	86041	86066	\$168,009.91
7/6/2022	86067	86099	\$708,425.13
7/6/2022	86100	86100	\$84,146.81
7/6/2022	86101	86101	\$1,391.46
7/6/2022	86014	86014	(\$460.00)
			<u>\$8,586,390.63</u>

**(c) Authorize the City Manager to Execute the Commute Trip Reduction - Transportation Demand Management Interlocal Agreement with Washington State Department of Transportation**

8. ACTION ITEMS

- (a) Appointment of Pro and Con Committee Members for City of Shoreline Proposition 1, Maintenance and Operations Levy for Public Safety and Community Services

Communications Program Manager, Eric Bratton, explained the process of Pro and Con Committee appointments for the Public Safety and Community Services levy. The appointed Pro and Con Committees will write statements in support of or in opposition to the levy. The statements are due to King County Elections by August 9, 2022 and rebuttals by August 11, 2022. Along with the City’s Explanatory Statement, Committee statements will be available in the voter pamphlet. Council must appoint and submit Committee selections to King County Elections by August 2, 2022. Since applications were made available on June 28, three applications were received for the Pro Committee and none for the Con Committee. Applicants for the Pro Committee were Lincoln Ferris, Mary Ellen Stone, and John Thielke.

**Deputy Mayor Robertson moved to appoint Lincoln Ferris, Mary Ellen Stone, and John Thielke to the Pro Committee. The motion was seconded.**

Deputy Mayor Robertson said it is encouraging to see that all the applicants participated in the Parks Funding Advisory Committee and thinks they will be a great group.

**The motion passed unanimously.**

9. STUDY ITEMS

- (a) Discussion of the Update of the Wastewater Rate Study Project and Policy

Administrative Services Director, Sara Lane, introduced representatives from FCS Group (FCSG) Tage Aaker and Gordon Wilson, and noted that FCSG previously worked with Ronald Wastewater District prior to its assumption by the City. Mr. Aaker reviewed the progress of the wastewater rate study which included identifying policy issues and evaluating the wastewater

utility’s financial self-sufficiency. He said the utility rate is set to recover the cost of regular operations and forecasted capital costs. Capital costs include replacement or upgrades of infrastructure and is primarily funded through rates. A notable expense for the wastewater fund is treatment costs from King County Wastewater Treatment Division (KC WTD) and the City of Edmonds Wastewater Treatment Plant (Edmonds WWTP). On bills, charges are broken out into the local city charge and the treatment charge from either KC WTD or the Edmonds WWTP. Mr. Aaker discussed the City’s current financial policies and policy recommendations by FCSG. Staff recommend implementing the policies as follows:

<b>Financial Policy</b>	<b>Current Policy</b>	<b>Recommended Policy</b>
Operating Reserve Target	20% of operations and maintenance costs excluding treatment	Maintain policy (\$1.1 million)
Capital Reserve Target	No current policy	1% of plant in service assets (\$500k)
Rate Funded System Reinvestment	No current policy	Target rate funding annual depreciation expense (currently \$1.1 million)
Debt Service Coverage	No outstanding debt	Minimum: 1.25 coverage on bonded debt Target: At least 1.5 coverage

Mr. Aaker pointed out various study assumptions regarding inflation, revenues, expenses, debt service, and the Low-Income Discount program. The study set projections of \$1 million in revenue per year through 2024 followed by \$500,000 in revenue per year. Revenue bonds are expected to have a term of 20 years, an interest rate of five percent, and a one percent issuance cost. There is not a debt reserve requirement for the debt service.

Operating costs are expected to exceed revenue by 2041 without local rate increases. This estimate does not account for capital projects. There is a separate \$218 million total needed for capital projects that assumes an 80% completion factor. To fund \$175 million in capital projects from 2022-2041, 47% is planned to come from cash sources and 53% through the sale of revenue bonds.

The rate adjustment plan proposes local rate increases by \$2.70/month each year for the first four years. Then, a six percent annual rate increase. This will keep the utility on track to fund operating costs and capital projects. The total monthly difference for customers serviced by KC WTD would be about five to six dollars. For customers serviced by the Edmonds WWTP, the difference would be about four to five dollars.

Mr. Aaker suggested that if the City were to expand the reach of the discount program to additional customers and reduce the discount to 25%, the four-year monthly increase could be reduced to \$1.75. If the discount program is expanded while maintaining the 50% discount, the four-year monthly increase would be revised to \$3.70. Foregone charges from the Low-Income

Discount Program must be offset through the local charge. Staff recommends expanding the discount program and reducing the discount to 25%.

Ms. Lane brought up the idea of reinstating late fees and interest charges which were not looked at by FCSG. The Ronald Wastewater District Board waived these charges following a moratorium by the Governor in light of the pandemic. Shoreline Municipal Code previously imposed a one-time 10% late fee and 8% interest per annum on late balances, credit card processing fees, and a refund request fee. Staff recommends reinstating the 10% late fee and refund request fee and eliminating the 8% interest and credit card fee. Public Works Director, Randy Witt, added that there are several items that were not examined for this rate study. Once those projects have been studied, they will be added to the Capital Improvement Plan.

Ms. Lane stated that the General Facilities Charge is scheduled to be updated by August 8, 2022. Following completion of the study report, final rates are to be presented with 2023-2024 Biennial Budget in October.

It was suggested by a Councilmember that the operating and capital reserve targets are too low. Ms. Lane clarified that the Ronald Wastewater District cash balance was used as a starting point to guide the study. Mr. Wilson explained that reserve targets are used as a capital funding tool to provide cushion against unexpected costs. The reserve balance will fluctuate over time but usually never hits the minimum. If the utility reached the minimum reserve, the fund would maintain operations for over two months excluding treatment costs.

Questions were asked about the characteristics of the utility fund and Ms. Tarry confirmed that it is an enterprise fund. The fund is separate from the general fund and can have its own policies. Responding to a question about the driver for the fee increase, Mr. Aaker explained that while the City is currently meeting the reserve targets, the fund will go down over time. Mr. Wilson added that the proposed plan will eventually allow the City to have depreciation 100% rate funded.

Ms. Lane clarified that through a partnership with Seattle City Light, low-Income Discount Program participants would be identified by Seattle City Light. For those customers in multi-family residences, the discount is received through a rebate program. Ms. Lane said she would need to look into whether utilities are reduced for affordable housing units.

It was asked if there could be a trigger for applying the 8% interest for late account balances. Ms. Lane responded that additional fees are already applied when an account is eventually sent to collections. But the code could be changed to apply the interest at a certain fee balance. She added that the interest would contribute to administrative burdens. Prior to the moratorium, late fees accounted for \$163,000 in annual revenue. If late fees are reinstated, the utility rate would be adjusted to account for this. Mayor Scully advised that bills should reflect the actual cost due as taxpayer money should not be used for often fruitless collections processes. He said he would also rather not see the refund request fee reinstated and encouraged staff to revisit application fees which seem to be undercharged.

Councilmember Roberts expressed concern with fees applied to households receiving rebates on their utility. He warned that fees will incur between the time of the utility payment and rebate. This will cause issues for customers who cannot pay their balance on time.

(b) Discussion of Ordinance No. 970 – Amending the 2021-2022 Biennial Budget

Ms. Lane spoke about the amendment to the 2021-2022 Biennial Budget. The amendment increases the total City funds from \$320,774,871 to \$353,258,571. This is largely due to the issuance of \$38.5 million in debt for the parks fund. With that, some of the 2020 LTGO Bond Fund was repaid and the 2022 LTGO Bond Fund was created. Another major factor to the amendment is staffing changes to predominantly address workload challenges for permitting staff. The end of the year projection for the General Reserve before Ordinance No. 970 is \$8.491 million. If amended by Ordinance No. 970, the projection will be \$5.288 million. The actual ending budget will be determined at the end of the year. Ms. Lane said an area not accounted for in the reserve is the general fund contribution for the City Maintenance Facility. Action on this item is scheduled for August 8, 2022.

It was asked if the Strategic Technology Plan funding is considered a capital project. Ms. Lane replied that technology needs are typically considered as part of the operating budget.

10. ADJOURNMENT

At 8:29 p.m., Mayor Scully declared the meeting adjourned.

---

Jessica Simulcik Smith, City Clerk

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute a Contract Amendment with TCF Architecture, Inc. in the Amount of \$16,342 for Services During Design of the Ballinger Maintenance Facility		
<b>DEPARTMENT:</b>	Public Works		
<b>PRESENTED BY:</b>	Tricia Juhnke		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

At their February 24, 2020 Council meeting, the City Council executed an agreement with TCF Architecture, Inc. to design the Ballinger Maintenance Facility Project at the City property west of Ballinger Way NE, adjacent to King County’s Brightwater maintenance portal. The project includes structures and equipment to support vehicle washing, fueling, storage of salt and salt brine for snow operations and a spoils decant facility. On June 27, 2022, Council awarded a construction contract to CDK Construction Services, Inc. for the construction of this Project.

During the permit review process, comments by the City’s permitting and design review staff have required a level of effort by the geotechnical subconsultant to complete the critical areas report that was not anticipated in the original scope. This amendment adds scope and compensation to cover the unanticipated work to achieve permit approval for this Project. While this is a relatively small contract amendment, it exceeds the City Manager’s cumulative total approval authority for this contract. Tonight, staff are seeking Council authorization for the City Manager to execute a contract amendment with TCF Architecture in the amount of \$16,342 for services during design and construction of Phase 1 of the City Maintenance Facility Project.

**RESOURCE/FINANCIAL IMPACT:**

The City has been setting aside \$1 million annually for City maintenance facilities through the General Fund; the total amount that has been designated through the end of 2023 is \$10 million. These funds are sufficient to cover both the streets and general fund contribution for construction of the Ballinger Maintenance Facility project and completion of Phase 1 work in 2023.

**City Maintenance Facility Phase 1 Budget**

**Project Expenditures:**

Program Management & Distributed Facilities Study	\$ 68,017
North Maintenance Facility Early Works Design & Construction	\$ 738,268
NMF and Hamlin Schematic Design	\$ 547,379
<i>Ballinger Maintenance Facility Design and Construction Management</i>	
<i>Staff and Other Direct Costs</i>	\$ 100,000

Consultant Fees (TCF, Contract #9582, previously approved)	\$ 874,892
<b>Additional Consultant Fees; this amendment (TCF, #9582.04)</b>	<b>\$ 16,342</b>
Ballinger Maintenance Facility Construction, Equipment, and 1% for Arts	\$ 7,370,633
<b>Total Project Expenditures</b>	<b>\$ 9,127,366</b>
<b>Project Revenue</b>	
Limited Tax General Obligation Bond	\$ 132,185
General Capital Fund	\$ 311,049
State Appropriation	\$ 490,000
General Fund	\$ 2,467,253
Streets Fund (Covered by General Fund)	\$ 3,087,549
Surface Water Utility Fund	\$ 2,055,908
Wastewater Utility Fund	\$ 583,422
<b>Total Available Revenue</b>	<b>\$ 9,127,366</b>

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a contract amendment with TCF Architecture in the amount of \$16,342 for a total contract amount of \$1,413,613 for services during design and construction of Phase 1 of the City Maintenance Facility Project (Ballinger Maintenance Facility).

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

## **BACKGROUND**

At their [January 29, 2018 Council meeting](#), the City Council approved a contract with TCF Architecture to complete a Distributed City Maintenance Facilities Analysis. This analysis produced multiple distribution scenarios for a City maintenance facility for evaluation. At the [April 22, 2019 Council meeting](#), the Council selected City Maintenance Facility Project Scenario A for furthering design and construction.

At the [February 24, 2020 Council meeting](#), the Council executed an agreement with TCF Architecture to design the Ballinger Maintenance Facility Project, formerly known as the Brightwater Site Project. The project site is at the City property west of Ballinger Way NE, adjacent to King County's Brightwater maintenance portal (see Vicinity Map in Attachment A). The project includes structures and equipment to support vehicle washing, fueling, storage of salt and salt brine for snow operations and a spoils decant facility.

At their [June 27, 2022 Council meeting](#), the Council approved the staff recommendation to award a construction contract to CDK Construction Services, Inc. in the amount of \$6,122,540 for the construction of the Ballinger Maintenance Facility Project. The design team is now working to finalize construction contract execution with CDK Construction Services while also working to obtain final approval of the construction permit with City permitting and design review staff.

## **DISCUSSION**

Staff is now requesting that Council authorize the City Manager to execute a contract amendment (Attachment B) with TCF Architecture to complete Phase I design and construction services for this Project. The amendment includes additional scope and fee to finalize design and permitting of the Project. Specifically, this scope adds additional geotechnical work to complete permit requirements of the critical areas report that were not anticipated in the original design scope.

The City Manager has previously approved amendments to this contract with a cumulative total of \$84,167. This amendment requires Council approval because it would increase the cumulative total approved above the City Manager's \$100,000 approval authority.

The alternative would be to not authorize the amendment. This would pause design work without obtaining the necessary permit to begin construction of the Ballinger Maintenance Facility. In addition to delaying completion of Phase 1 work, this could result in the City violating contract requirements with CDK Construction, who has been awarded the construction contract. For these reasons, this alternative is not recommended by staff.

## **COUNCIL GOAL(S) ADDRESSED**

The execution of this construction contract addresses Council Goal #2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment, and specifically Action Step #7 under this

Council Goal: “Implement Phase One of the City Maintenance Facility project: construction of the Ballinger Maintenance Facility and preliminary design of the Hamlin and North Maintenance facilities.”

**RESOURCE/FINANCIAL IMPACT**

The City has been setting aside \$1 million annually for City maintenance facilities through the General Fund; the total amount that has been designated through the end of 2023 is \$10 million. These funds are sufficient to cover both the streets and general fund contribution for construction of the Ballinger Maintenance Facility project and completion of Phase 1 work in 2023.

**City Maintenance Facility Phase 1 Budget**

<b>Project Expenditures:</b>	
Program Management & Distributed Facilities Study	\$ 68,017
North Maintenance Facility Early Works Design & Construction	\$ 738,268
NMF and Hamlin Schematic Design	\$ 547,379
<i>Ballinger Maintenance Facility Design and Construction Management</i>	
<i>Staff and Other Direct Costs</i>	\$ 100,000
<i>Consultant Fees (TCF, Contract #9582, previously approved)</i>	\$ 874,892
<b><i>Additional Consultant Fees, this amendment (TCF, #9582.04)</i></b>	<b>\$ 16,342</b>
Ballinger Maintenance Facility Construction, Equipment, and 1% for Arts	\$ 7,370,633
<b>Total Project Expenditures</b>	<b>\$ 9,127,366</b>
<b>Project Revenue</b>	
Limited Tax General Obligation Bond	\$ 132,185
General Capital Fund	\$ 311,049
State Appropriation	\$ 490,000
General Fund	\$ 2,467,253
Streets Fund (Covered by General Fund)	\$ 3,087,549
Surface Water Utility Fund	\$ 2,055,908
Wastewater Utility Fund	\$ 583,422
<b>Total Available Revenue</b>	<b>\$ 9,127,366</b>

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a contract amendment with TCF Architecture in the amount of \$16,342 for a total contract amount of \$1,413,613 for services during design and construction of Phase 1 of the City Maintenance Facility Project (Ballinger Maintenance Facility).

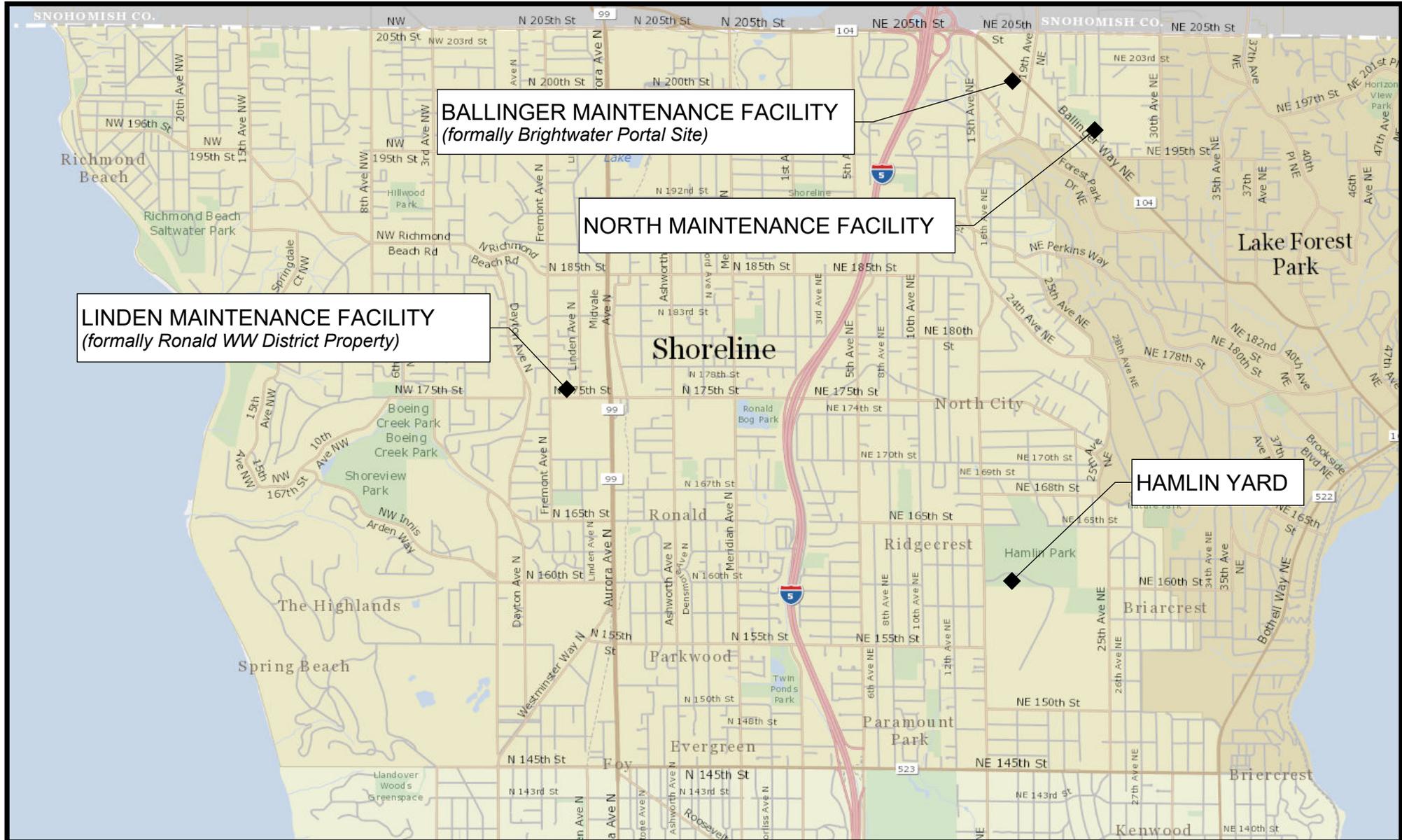
**ATTACHMENTS**

- Attachment A – City Maintenance Facility Project Vicinity Map
- Attachment B – TCF Architecture Professional Services Amendment Scope of Work

ATTACHMENT A

# VICINITY MAP

## CITY MAINTENANCE FACILITY PROJECT



**Exhibit A4**

**Additional Geotech Investigation & Permit Review Responses**

**CITY OF SHORELINE**  
**Ballinger Maintenance Facility**

Zach Evans, PE  
Engineer II – Capital Improvements  
City of Shoreline

Dear Zach,

In February the Design team received the comment letter from the City of Shorelines Planning and Community Development department in regard to the zoning related review. The critical areas and geotechnical review comments are requiring additional effort that is above and beyond the original geotechnical scope. Because of this additional effort additional fee is being requested as noted below. Also, see the attached scope and break down of the fee by the Geotechnical Engineer, Terracon.

**Summary of additional fee:**

TCF: Contract Set Up and PM -	\$750
Terracon: Analysis & Responses -	\$14,850
5% Mark up:	\$742
<b>Total:</b>	<b><u>\$16,342</u></b>

Thank you,



Mark Hurley  
TCF Architecture  
Principal

Attachments  
Consultant Proposal

March 28, 2022

TCF Architecture, PLLC  
902 N 2nd Street  
Tacoma, Washington 98403-1931



Attn: Mr. Mark Hurley - Principal  
P: (253) 572-3993  
E: mark@tcfarchitecture.com

Re: Proposal for Plan Review & Geologic Hazard Critical Area Review Services  
City of Shoreline Ballinger Site  
20035 Ballinger Way NE  
Shoreline, King County, Washington  
Terracon Project No. 81195086

Dear Mr. Hurley:

We appreciate the opportunity to submit this proposal to TCF Architecture, PLLC (TCF) to provide Plan Review & Geologic Hazard Critical Area Review services for the above referenced project. The following are exhibits intended for attachment to a Subconsultant Additional Services Agreement modifying our original agreement for the above referenced project dated May 6, 2020.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Labor Details

Our base fee to perform the Scope of Services described in this proposal is \$14,862.50. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by issuing a Subconsultant Additional Services Agreement modifying our original agreement.

Sincerely,  
**Terracon Consultants, Inc.**

Tori Hesedahl  
Senior Engineer

Dennis R. Stettler  
Senior Engineering Consultant

Terracon Consultants, Inc. 21905 64<sup>th</sup> Ave. W, Suite 100 Mountlake Terrace, WA 98043  
P (425) 771 3304 F (425) 771 3549 terracon.com

## EXHIBIT A - PROJECT UNDERSTANDING

Terracon prepared a geotechnical engineering report for the project dated August 19, 2020. This report was based on project information provided to us by TCF. At the time of sealing this report the project design was still underway. We understand that this report was submitted with the final design to the City of Shoreline for review and comment prior to issuing building permits. The City of Shoreline responded with comments in a memorandum dated February 2, 2022.

Terracon met with TCF, the City's project manager, and the City's plan reviewer to discuss the numerous comments from the permit submittal. A summary of our understanding of items pertaining to geologic hazard critical areas that the City's reviewers need to see to address their comments and concerns prior to issuing permits is summarized as follows:

- Resumes demonstrating that Terracon staff meet the experience requirements detailed in the Shoreline Municipal Code (SMC).
- A site plan showing the project site and the area surrounding the site for a distance of at least 200 feet. Detailed requirements for what is to be shown on the site plan are outlined in the SMC.
- Revised architectural and civil site plans indicating the location of the buffer relative to proposed improvements and the slope.
- Discussion of mitigation measures to indicate whether or not mitigation measures are necessary, and if so, what is necessary.
- A letter prepared by the geotechnical engineer indicating that the final design was reviewed and that the geotechnical engineer concurs with the design. Design review should include
  - architectural site plan
  - civil site, grading, and drainage plans
  - drainage report
  - landscape and irrigation plans
  - project specifications pertaining to geotechnical concerns
- Third party review will be required based on our recommendation to reduce the buffer to less than the 50-foot minimum.

Please let us know if our understanding conflicts with TCF's.

The summary above is not intended to be exhaustive. The SMC contains very detailed requirements, many of which are outside of Terracon's area of expertise.

## EXHIBIT B - SCOPE OF SERVICES

Terracon has prepared this scope with the intent of addressing the requirements of the SMC for development near steep slope critical areas that are within our area of expertise. Many of the SMC requirements will best be addressed by other design disciplines.

### Plans and Specifications Review

Terracon has reviewed the SMC and the City's review comments. We prepared initial responses to the City's comments and provided those to TCF. These services are included under this line item.

Terracon will review from a geotechnical perspective and provide comment on the final design drawings and specifications indicated below:

- architectural site plan
- civil site, grading, and drainage plans
- landscape and irrigation plans
- project specifications pertaining to geotechnical concerns

Our review will look for conformance with the recommendations we provided in the geotechnical report for the project and with the SMC geologic hazards critical areas provisions.

We will participate in one cycle of review, comment, then review to check that our comments were adequately addressed.

### Slope Stability Analysis

Terracon will compare the final design to the assumptions supporting the slope stability analysis in the project geotechnical engineering report. If in our opinion the final design differs significantly from previous analysis, we will perform additional analysis based on the final design configuration. The intent of the slope stability analysis will be to demonstrate that development outside of recommended buffer limits will not adversely affect the stability of the existing slope.

Foundation loads and maximum material storage heights or loads from final design must be provided to Terracon for use in our analyses.

### Site Plan

Terracon will prepare a critical areas site plan from a CADD base file(s) provided by others. The CADD base plan provided to Terracon must show the site and surrounding area to a distance of at least 200 feet around the site. The provided CADD base files must show at minimum the following elements:

- The type and extent of any critical areas other than geologic hazard areas, and buffers on, adjacent to, or off site within 200 feet, that are likely to impact or be affected by the proposal
- Proposed development, including the location of existing and proposed structures, fill, significant trees to be removed, vegetation to be removed, storage of materials, and drainage facilities
- Two-foot topographic contours of the project area (project site and area surrounding to a distance of at least 200 feet)
- Clearing limits, including required tree protection consistent with SMC [20.50.370](#)

The site plan prepared by Terracon, modified from the provided CADD base file(s), will include the following:

- The type and extent of geologic hazard areas, and buffers on, adjacent to, and off site within 200 feet
- The location of springs, seeps, or other surface expressions of groundwater on or off site within 200 feet of the project area Terracon observed during our May 2020 reconnaissance.

Terracon will prepare two cross sections from the provided topographic contours indicating the height of slope, slope gradient, and cross-section of the project area.

### **Plan Review/Critical Area Review Letter**

Terracon will prepare two resumes describing the qualifications of key individuals responsible for preparing geotechnical recommendations and documents for this project.

Terracon will prepare a letter documenting our review of the project plans and specifications as described herein and provide our opinion regarding conformance of the project plans and specifications to our recommendations. This letter will discuss need for mitigation measures. Recommended mitigation measures, if any, will be described. We will make specific references to pertinent sections of the SMC. We will attach our qualifications, site plan, and cross-sections to this letter.

### **Meetings and Consultation**

We have budgeted for up to 8 hours of meetings and consultation with a senior engineer. Included in this time is the meeting Terracon attended with TCF and the City's plan reviewer.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Time & Expense
Plans and Specifications Review	\$3,587.50
Slope Stability Analysis	\$4,560.00
Site Plan and Cross Sections	\$1,780.00
Plan Review/Geologic Hazards Letter	\$3,255.00
Meetings and Consultation	\$1,680.00
<b>Total</b>	<b>\$14,862.50</b>

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives. We estimate that we can complete our scope of services within 4 weeks of receiving all information requested in our Scope of Services.

**EXHIBIT D – LABOR DETAILS**

TASK NUMBER	TASK DESCRIPTION	Senior Engineering Consultant	Senior Engineer	Staff Engineer	Clerical/Admin	Clerical/Admin	CADD	TOTAL HOURS	TOTAL FEES
		\$265	\$210	\$140	\$75	\$75	\$110		
1.1	Review and Prepare Initial Responses to City's Comments	1.5	6.5	0	0	0	0	8	1762.5
1.2	Review Permit Drawings and Specifications and Provide Comments	2	3.5	4	0	0	0	9.5	1825
2	Additional Slope Stability Analysis	2	4	22	0	0	1	29	4560
3	Prepare Site Plan and Cross Sections	1	3.5	4	0	0	2	10.5	1780
4.1	Resumes	1	2	0	4	2	0	9	1135
4.2	Letter Preparation	1	3.5	8	0	0	0	12.5	2120
5	Meetings and Consultation	0	8	0	0	0	0	8	1680
	<b>TOTAL HOURS</b>	<b>8.50</b>	<b>31.00</b>	<b>38.00</b>	<b>4.00</b>	<b>2.00</b>	<b>3.00</b>		
	<b>TOTAL FEES</b>	<b>2252.5</b>	<b>6510</b>	<b>5320</b>	<b>300</b>	<b>150</b>	<b>330</b>		<b>14862.5</b>

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Professional Services Agreement with Osborn Consulting, Inc. in the Amount of \$1,532,094 for Design of the Barnacle and Heron Creek Culvert Projects
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	Tricia Juhnke, City Engineer
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Staff has identified two priority Surface Water Utility (SWU) Capital Improvement Plan (CIP) projects with many similar elements - the Barnacle Creek/NW 204<sup>th</sup> Street Project and the Heron Creek/Springdale Court NW Project. Each project includes similar elements revolving primarily on making culvert crossing improvements to address embankment stability issues for small streams located within the City’s Middle Puget Sound drainage basin. In addition, the Heron Creek/Springdale Court NW Project is to include new storm drain along with upsizing and replacement of existing pipe where necessary to alleviate flooding on Springdale Court NW and NW Ridgefield Road.

Due to the project’s similar locations and objectives, in May 2022, staff issued RFQ 10324 for Statements of Qualifications (SOQs) for a consultant team to provide engineering design, permitting, construction support and other support services for both projects under a single contract. Following the SOQ process, the selection team determined that Osborn Consulting, Inc. (OCI) is the best qualified firm to perform the work.

Staff is requesting City Council authorization for the City Manager to execute a contract with OCI to provide engineering design, permitting support, and other support services needed for the Barnacle and Heron Creek Culvert Projects in the amount of \$1,532,094.

**FINANCIAL IMPACT:**

This project is fully funded by the City’s SWU fund. Below is a breakdown of the budget for the consulting budget for the Barnacle and Heron Creek Culvert Projects:

**Project Expenditures:**

**Barnacle Creek Design:**

Staff and other Direct Expenses	\$ 90,000
<b>Consultant Fee</b>	<b>\$ 541,084</b>
Subtotal	\$ 631,084

<b>Heron Creek Design:</b>	
Staff and other Direct Expenses	\$ 90,000
<b>Consultant Fee</b>	<b>\$ 811,010</b>
Subtotal	\$ 901,010
<b>Total Project Expenditures</b>	<b>\$ 1,532,094</b>

<b><u>Project Revenue:</u></b>	
<b>Surface Water Utility Fund</b>	
SW Small Drainage Projects	\$ 1,532,094
<b>Total Project Revenue</b>	<b>\$ 1,532,094</b>

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a professional services agreement with Osborn Consulting, Inc. in the amount of \$1,532,094 for design, permitting support and other support services for the Barnacle and Heron Creek Culvert Projects.

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

## **BACKGROUND**

### **Barnacle Creek/NW 204<sup>th</sup> Street Project**

In April 2018, the City performed emergency repair work to temporarily address roadway embankment stabilization concerns for a rockery retaining wall along the west side of NW 204<sup>th</sup> Street on the downstream side of the Barnacle Creek culvert crossing. The repair was located just south of the three-way intersection of NW 204<sup>th</sup> Street, NW 205<sup>th</sup> Street, and 24<sup>th</sup> Avenue NW at the northern boundary of the City. The City obtained an expedited Hydraulic Permit Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW) to perform work within the stream.

While the improvements were effective in addressing near-term issues, the stability of the rockery and roadway embankment and stream erosion at the culvert outfall remain long-term concerns. One of the conditions of the expedited HPA was that the City needed to make a preapplication for a Standard HPA for a longer-term solution to the erosion and stability issues no later than April 30, 2023.

As an emerging need in late 2018, this project had not been evaluated under the 2018 Surface Water Master Plan (SWMP) and accordingly appears as an “underfunded project” in the City’s 2021-2026 CIP. Since then, the Surface Water Utility (SWU) has recognized this project as a high priority and budgeted for this project to begin design in 2022 with construction scheduled for 2024. The City’s 2023-2024 biennial budget and 2023-2028 CIP will formalize the committed funding for this project.

### **Heron Creek/Springdale Court NW Culvert and Stormwater Improvements Project**

The City’s 2016 Puget Sound Drainage Basin Plan identified the two new SWU CIPs (under Section 5.2.2) to address needs within the Heron Creek drainage basin in the vicinity of Ridgecrest Road NW and Springdale Court NW. In recognition of close proximity and overlapping interests of these two Heron Creek-related potential CIPs, the City merged these two projects into a single, combined project under the 2021-2026 CIP while also delaying the schedule by one year due to staffing resource limitations, and the need to prioritize the Barnacle Creek project. As paraphrased from the Puget Sound Drainages Basin Plan project descriptions, the two projects are defined below:

*Springdale Court NW & NW Ridgefield Road Drainage Improvements (PSB-CIP-8)*  
Infrastructure replacement and upgrades needed to alleviate flooding on Springdale Court NW and NW Ridgefield Road include: replacement of broken pipe, upsizing of pipe, regrading of ditches and installation of new storm drain.

*Heron Creek Culvert Crossing at Springdale Court NW (PSB-CIP-13)*

The Heron Creek culvert crossing at Springdale Court NW and the retaining wall at the outfall of the culvert are failing. This project proposes replacing the existing 18-inch-diameter reinforced concrete culvert with a new culvert.

Per the 2021-2026 CIP, design is scheduled to start for this project in 2023, with construction expected to occur in 2025 and 2026.

## DISCUSSION

Due to these project's similar locations (see Project Vicinity Map in Attachment A) and objectives, in May 2022, staff issued RFQ 10324 for Statements of Qualifications (SOQs) for a consultant team to provide engineering design, permitting, construction support and other support services for both projects under a single contract. Four qualified consultant teams submitted Statements of Qualifications (SOQs) prior to the May 24, 2022, deadline: Osborn Consulting, Inc., Gray & Osborne Inc., Otak, and WSP USA. The SOQs were evaluated based on approach, experience and expertise, and additional insight of the consultant team, and the OCI team was selected as best-qualified firm for this work.

Staff developed a scope of work and negotiated an agreement with OCI to provide engineering design and permitting services for this work in an amount of \$1,532,094. Professional services provided include civil and geotechnical engineering, environmental review, permitting support, hydrologic and hydraulic analysis, cultural resources, surveying, and constructability review. The contract scope of work (Attachment B) includes tasks for project management, site investigation, alternatives development and selection, preliminary design, final design, permitting, and construction support. A management reserve amount is also included.

### COUNCIL GOAL(S) ADDRESSED

This project addresses Council Goal #2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment. This project will meet this goal by repairing and replacing failing and inadequate infrastructure for small streams at two SWU CIP project sites.

### RESOURCE/FINANCIAL IMPACT

This project is fully funded by the City's Surface Water Utility fund. Below is a breakdown of the Consulting Budget for the Barnacle and Heron Creek Culvert Projects:

#### **Project Expenditures:**

##### **Barnacle Creek Design:**

Staff and other Direct Expenses	\$ 90,000
<b>Consultant Fee</b>	<b>\$ 541,084</b>
Subtotal	\$ 631,084

##### **Heron Creek Design:**

Staff and other Direct Expenses	\$ 90,000
<b>Consultant Fee</b>	<b>\$ 811,010</b>
Subtotal	\$ 901,010

**Total Project Expenditures** **\$ 1,532,094**

#### **Project Revenue:**

##### **Surface Water Utility Fund**

SW Small Drainage Projects \$ 1,532,094

**Total Project Revenue** **\$ 1,532,094**

## **RECOMMENDATION**

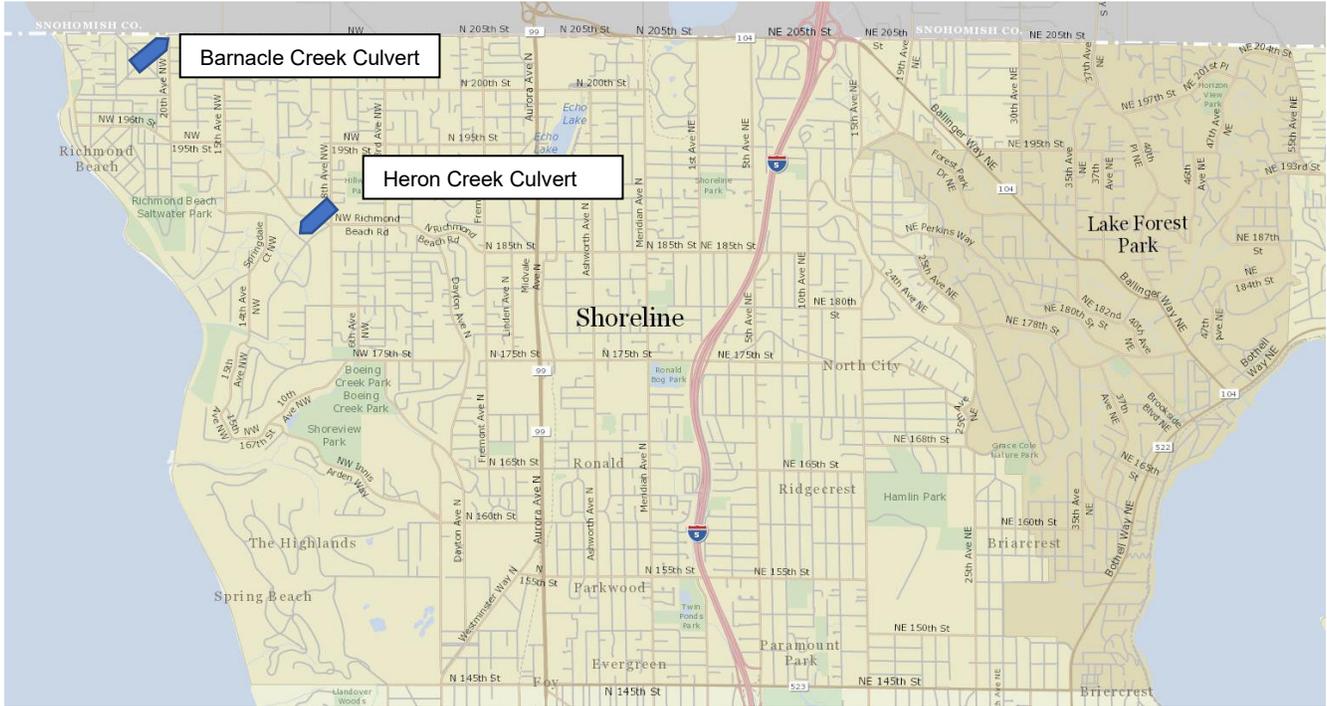
Staff recommends that the City Council authorize the City Manager to execute a professional services agreement with Osborn Consulting, Inc. in the amount of \$1,532,094 for design, permitting support and other support services for the Barnacle and Heron Creek Culvert Projects.

## **ATTACHMENTS**

Attachment A: Barnacle and Heron Creek Culvert Projects Vicinity Map  
Attachment B: Osborn Consulting, Inc. Contract #10324 Scope of Work

# Attachment A: Vicinity Map

## Barnacle and Heron Creek Culvert Projects



# Exhibit A - Scope of Services

Project:	Barnacle Creek and Heron Creek Culvert Replacement Projects
Consultant:	Osborn Consulting, Inc. (OCI)
Contract No.:	

## Background

The City of Shoreline (CITY) identified two priority Capital Improvement Projects (CIP) with many similar elements, including culvert crossing improvements to address embankment stability issues for small streams within Puget Sound drainages in the northwest area of the city.

Barnacle Creek Culvert Project: In April 2018, the CITY performed emergency repair work to temporarily address roadway embankment stabilization concerns for a rockery retaining wall along the west side of NW 204th Street on the downstream side of the Barnacle Creek culvert crossing. The CITY obtained an expedited Hydraulic Permit Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW) to perform work within the stream. While these improvements were effective in addressing near-term issues, the stability of the rockery and roadway embankment and stream erosion at the culvert outfall remain long-term concerns. One of the conditions of the expedited HPA was that the City needed to make a preapplication for a Standard HPA for a longer-term solution to the erosion and stability issues no later than April 30, 2023.

Heron Creek/Springdale Court NW Culvert and Stormwater Improvements: In recognition of close proximity and overlapping interests of these two Heron Creek-related potential CIPs, the CITY merged these two separately recommended projects into a single combined project under the 2021-2026 CIP. For the Springdale Court/ Ridgefield Road Stormwater Improvements, infrastructure replacement and upgrades are needed to alleviate flooding within the project area. The Heron Creek culvert crossing at Springdale Court NW and the retaining wall at the outfall of the culvert are failing. This project proposes replacing the existing 18-inch-diameter reinforced concrete culvert with a new culvert.

The CONSULTANT scope for these projects includes data collection from existing and new field data, hydrologic and hydraulic modeling, development of an alternatives analysis and 30% through Ad-Ready design in order to replace the two culverts and install the drainage improvements for the projects. The scope also includes permitting, outreach, grant research, and construction engineering assistance.

# Table of Contents

<b>Scope of Services .....</b>	<b>3</b>
Task 1 Project Management & Administration.....	3
Task 2 Data Gathering and Reconnaissance .....	5
Task 3 Permitting Support, Cultural Resources, And Environmental Review.....	11
Task 4 H&H Modeling.....	17
Task 5 Project Alternatives Analysis and 30% Design .....	18
Task 6 Final Design .....	21
Task 7 Stakeholder Outreach Support.....	25
Task 8 Grant Application Support.....	26
Task 9 Bid &Construction Support.....	26

# SCOPE OF SERVICES

---

## **Task 1 Project Management & Administration**

---

This task covers the management, administration, and coordination of the work by the CONSULTANT defined in this CONTRACT including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the CITY. CONSULTANT services for this task are outlined in the following sections.

### **Assumptions:**

- The project duration for this phase of the design will be fifty-two (52) months from the date this contract is executed.
  - All submittals will be made electronically. No hard copies to be provided.
  - Deliverables under this task will be combined for the two projects.
- 

### *1.1 Project Management Plan (PMP)*

---

The CONSULTANT will develop a Project Management Plan to outline the key project milestones, communication protocols, other guidelines for the execution of the project. The PMP will be distributed to the CONSULTANT team at the onset of the project.

### **Deliverables:**

- Project Management Plan (one submittal).

### **City Responsibilities:**

- Provide City Charter document.
  - Review of Project Management Plan.
- 

### *1.2 Develop Quality Management Plan (QMP)*

---

The CONSULTANT will develop a Quality Management Plan to provide guidance and set the QA/QC procedures for all project deliverables to the CITY. The plan will be distributed to the CONSULTANT team at the onset of the project.

### **Deliverables:**

- Project Quality Management Plan (one submittal).

### **City Responsibilities:**

- Review of Quality Management Plan.
- 

### *1.3 Management of the CONSULTANT team*

---

The CONSULTANT will be responsible for developing the agreements for all the SUBCONSULTANTS. Direction of the SUBCONSULTANT and review of their work over the course of the project shall be provided by the CONSULTANT. Monthly monitoring of the SUBCONSULTANT's design budget will occur over the course of the project.

---

### *1.4 Project schedule*

---

The CONSULTANT and the CITY will jointly develop an overall project schedule showing all major and supportive activities. The schedule shall be prepared to reflect a 52-month duration. The schedule shall be

---

arranged to meet key target dates. The CONSULTANT shall update the schedule monthly to reflect the current status of the project.

**Deliverables:**

- Project Schedule and Schedule Updates.

**City Responsibilities:**

- Coordination with CONSULTANT on project schedule.

---

*1.5 Risk Registry*

---

The CONSULTANT will develop and maintain a risk register to document project risks and constraints, and approaches for mitigation. The registry will be submitted to the CITY Project Manager monthly with the corresponding invoice.

**Deliverables:**

- Risk Registry – submitted monthly.

**City Responsibilities:**

- Review of Risk Registry.

---

*1.6 Coordination with CITY*

---

The CONSULTANT will attend bi-weekly (every two weeks) conference call meetings with the CITY Project Manager for the duration of the project (design phase) to discuss progress and upcoming milestones.

**Deliverables:**

- Meeting agendas, attendance, and minutes for bi-weekly conference call check-in meetings with the CITY (up to 50 total; 30 minutes each).

**City Responsibilities:**

- Attendance in bi-weekly meetings.

---

*1.7 Project SharePoint site*

---

The CONSULTANT will set up a combined SharePoint site for the two projects to allow for file sharing and collaboration between the design team and the CITY. The CONSULTANT will be responsible for the on-going maintenance and management of the site.

**Deliverables:**

- Project SharePoint site.

---

*1.8 Status Reporting*

---

Monthly invoices will be prepared by the CONSULTANT per CITY requirements for work activities for the prior month. These invoices shall also include SUBCONSULTANT work and will be accompanied by monthly progress reports and schedule updates. Invoices will include back-up material for all expenses.

The invoices will be submitted electronically with attached monthly status reports describing the following:

- Services completed during the month.
- Services planned for next month.
- Schedule update and financial status summary.

**Deliverables:**

- Monthly Invoices and Status Report.

**Assumptions:**

- Total of fifty-two (52) invoices will be prepared for the duration of the projects.
- The budget for this contract will be managed separately for each project.
- One combined invoice will be submitted per month for the two projects with the billing information presented separately for each project.

**City Responsibilities:**

- Review and approval of monthly invoices.

---

*1.9 Change Management Log*

---

Project Managers from the CITY and the CONSULTANT are responsible for managing changes to the scope and schedule. The CITY is responsible for the authorization of any changes to the scope, budget, and/or schedule. Team members must verify that work within their areas remains within the defined project scope, schedule, and budget. When issues, actions, or circumstances occur that could cause a change in scope, personnel, cost, or schedule, team members must communicate potential changes to the CITY Project Manager as early as possible. Project Managers will determine whether the potential change issue will lead to a change in scope, cost, or schedule.

The CONSULTANT shall obtain written authorization from the CITY before implementing any change to this scope of work, schedule, or budget. All changes shall be documented using the Project Change Form. The Change Management log will be submitted to the CITY Project Manager monthly with the corresponding invoice.

**Deliverables:**

- Change Management Log – submitted monthly.

**City Responsibilities:**

- Review of Change Management Log and authorization of scope changes.

---

**Task 2 Data Gathering and Reconnaissance**

---

The objective of this task is to collect site data that will establish a basis for the proposed culvert and stormwater design.

**General Task Assumptions:**

- This scope assumes that the CITY can provide the necessary Right of Entry authorizations to the CONSULTANT. The CONSULTANT will be responsible for verifying the specific private properties for which a Right of Entry authorization may be needed.
- All submittals will be made electronically. No hard copies to be provided.
- All deliverables listed are applicable for both projects and will be prepared separately for each project unless otherwise noted.
- All deliverables will undergo one round of review, unless otherwise noted, by the CITY. For each deliverable, requested changes to text will be submitted to the CONSULTANT in a file using track changes and or via a tracking form.

**General City Responsibilities:**

- Provide necessary right-of-entry authorizations.
- Participation in coordination meetings, as necessary.
- Review of deliverables.

---

***Task 2A Topographic Survey***

---

The CONSULTANT will coordinate and provide topographic survey of the project design area. CONSULTANT services for this task are outlined in the following sections.

---

***2A.1 Horizontal and Vertical Control Network***

---

The CONSULTANT shall establish local horizontal and vertical control points throughout the corridor for each project site for the purposes of performing surveying services, and they shall be based upon the Horizontal and Vertical Control Point Network established by the Washington State Reference Network or as otherwise specified by the CITY.

The CONSULTANT shall locate and set reference points outside of the proposed construction area for visible street survey monuments along the street corridor.

**Deliverables:**

- Control points will be shown on the topographic base maps deliverable noted under Task 2A.3 below, and a listing of the control points ID, northing, easting, elevation, and material make-up description.

---

***2A.2 Establish Road and Creek Centerline Alignments and Right-of-Ways for Corridor (Base Map)***

---

The CONSULTANT shall establish the existing centerlines and right-of-way within the corridor limits for each project site for preparation of the right-of-way base map for this project. The CONSULTANT will perform records research deemed necessary to create an accurate right-of-way. Parcel lines for adjacent properties will be shown as near as possible to their actual locations, but will be solely based upon public records, maps, and GIS data. Parcel lines will be developed sufficiently to support the easement need evaluation and acquisition process. Full boundary surveying on any parcel will not be performed, unless requested at a later date. The right-of-way centerlines and margins will be shown on the topographic base map. The base map will show located street monuments found that are used to calculate the centerlines and right-of-way margins.

**Deliverables:**

- Right-of-Way centerlines, margins, and survey monuments will be shown on the topographic base map deliverable noted under Task 2A.3 below.

---

***2A.3 Topographic Survey***

---

The CONSULTANT shall prepare a project topographic base map for each project site. The basemaps will extend approximately 250 feet upstream and downstream from the roadway culvert crossings. The creeks will be surveyed in cross-section format, on 20-foot stations (+/- 12 cross-sections upstream and 12 cross-sections downstream). The sections will be run approximately 40 ft left and right from the centerline of the creek. The survey includes the location of all trees greater than 6" DBH, and all underground utilities. The base maps will include sufficient ground data to generate a 1-foot contour interval and will incorporate right-of-way and road centerlines, property lines, driveways, parking areas, limits and type of paving, fences, structures, sidewalks, above-ground utilities and associated overhead lines, traffic signals, street

signs, channelization, landscape areas, significant trees, substantial landscaping features, wetland and stream flags.

Storm drain structures will be opened to determine pipe type, size, depth and connection invert elevations. Sanitary sewer will be plotted based on the surveyed location of manholes together with system maps to determine pipe size and connection invert elevations. The CONSULTANT will coordinate with a private utility locate vendor to arrange to have the locations of existing utilities surface marked and will request utility as-builts for the areas where improvements are planned. The CONSULTANT shall survey the locations of the painted utility locates and incorporate the lines into the base mapping.

**Deliverables:**

- Site mapping for each project site prepared on 22"x34" sheets at a scale of 1"=20' utilizing AutoCAD™ Civil 3D 2019 using the CONSULTANT's drafting standards.
- Civil 3D 2019 electronic drawing file for each project site.

**Assumptions:**

- Horizontal and Vertical Datum will be based on Horizontal = Washington State Plane Coordinate System North Zone NAD 83/11, and Vertical = NAVD-88.
- Drafting and CAD standards will comply with City Standards and based on the CONSULTANT's in-house standards.

---

*2A.4 Permanent & Temporary Construction Easements*

---

The CONSULTANT will prepare easement exhibits as listed:

- Up to two (2) permanent easement exhibits per project.
- Up to four (4) temporary construction easement exhibits per project.

Each easement document will include an exhibit map of the parcel together with a legal description of the easement.

**Deliverables:**

- Permanent and temporary construction easement exhibits

**City Responsibilities:**

- The CITY will lead the property acquisition process for temporary and permanent easements.

---

*Task 2B Geotechnical Evaluation and Exploration/Testing*

---

The CONSULTANT's geotechnical contribution to the project will include review of existing data, subsurface explorations, and geotechnical laboratory testing, and geotechnical support for preliminary and final design.

---

*2B.1 Desktop Review and Subsurface Exploration Program*

---

The CONSULTANT shall begin with reviewing existing subsurface data in the project vicinity to provide background understanding of the site and geologic conditions in the vicinity of each project site. Preparation for subsurface exploration efforts is included under this task. This includes internal project team coordination and preparation of a site-specific health and safety plan. It also includes an initial visit to each project site to assess existing conditions and mark potential exploration locations based on an understanding of the Project goals and access. The CONSULTANT will coordinate one-call public utility locates at least

3 business days in advance of the explorations and coordinate with a private utility locator to clear the proposed exploration areas prior to drilling.

The CONSULTANT will conduct subsurface explorations through a one-day drilling program at each of the two culvert sites. The purpose of the drilling program is to develop an understanding of geologic and groundwater conditions in the vicinity of each culvert site. The drilling program will consist of two soil borings per culvert site and two borings for the Springdale and Ridgefield stormwater improvement areas upstream of the Heron Creek culvert, using a truck-mounted drilling rig, operated by a subcontractor. The soil borings will be advanced using hollow stem auger methods under the supervision of the CONSULTANT's field representative. The borings will be completed to a depth of approximately 40 feet below ground surface, or until 10 feet into competent bearing soils, whichever comes first. If groundwater is encountered within the explorations, one of the two borings per culvert site will be completed with a screened well and a pressure transducer ("diver") to continuously monitor groundwater levels.

Soil samples will be collected at 2.5- to 5-foot intervals using Standard Penetration Test (SPT) methods. Soil cuttings will be drummed and removed from the Site. The monitoring well will be installed in accordance with Department of Ecology (Ecology) regulations. The other boring will be backfilled with bentonite chips in accordance with Ecology requirements.

If a groundwater is encountered and a well is installed, the CONSULTANT will visit each site up to four (4) times to download groundwater data from the diver.

On the same day as the drilling program, at each of the culvert sites, the CONSULTANT will conduct up to four (4) shallow subsurface explorations with hand tools ("hand auger explorations") at the base of the roadway embankments. The explorations will be completed to 5 feet bgs or to practical refusal, whichever occurs first. Relative density of the on-Site soils will be determined using a hand-held steel probe ("T-probe"). The hand auger explorations will be backfilled with excavated soils.

**Assumptions:**

- The subsurface exploration program for both Barnacle Creek and Heron Creek projects will be performed within the same timeframe (generally, within 1-2 weeks of each other).
- The CONSULTANT will participate in up to two (2) planning meetings per project site (up to 1 hour of project manager time per meeting) to coordinate the exploration phase.
- The explorations will be performed within the asphalt-paved roadway along the culvert alignment, and on the City right-of-way (ROW). The City will not charge or will waive the permitting fee for ROW access approval for the explorations. Traffic control will be required, and traffic control subcontractors will be managed by the CONSULTANT.
- The exploration areas will be clear of utilities. If utilities are found at the proposed exploration areas that may impede work, we will make minor reasonable adjustments to the affected proposed exploration area.
- If groundwater is encountered, a diver monitor will be installed within the well installation. The diver will be programmed to collect continuous data over the course of a year. The CONSULTANT will perform up to four (4) site visits per project site to collect diver data throughout the design period.
- The CONSULTANT will manage their work and that of their subcontractors. Subcontractor costs include the drilling labor, equipment, and materials, traffic control, and private utility locates. Other direct costs include vehicle mileage to and from the site and field equipment.

---

## *2B.2 Geotechnical Laboratory Testing*

---

The CONSULTANT will subcontract a geotechnical testing laboratory to perform testing on selected soil samples retrieved from the explorations. Laboratory tests may include natural moisture content, particle size analysis, and Atterberg limit tests.

### **Assumptions:**

- Subcontractor costs include the geotechnical testing laboratory. No other direct costs are assumed.

---

## *2B.3 Geotechnical Support for Preliminary Design*

---

Using the results of the exploration program and laboratory testing, the CONSULTANT will perform geotechnical analysis to inform design of the project elements and produce a preliminary geotechnical engineering report to document findings, results, and conclusions and recommendations in support of preliminary (30 percent) project design for each site. The preliminary geotechnical report will include for each project area:

- Characterization of Site geology and subsurface conditions across the Site.
- Logs of explorations and site and exploration map showing locations of the explorations.
- Laboratory testing results.
- Discussion of geologic hazards.
- Seismic design parameters.
- Discussion of suitable culvert foundation types, and other pertinent design elements.
- Geotechnical recommendations for construction of the proposed improvements (earthwork recommendations, groundwater control, subgrade preparation, recommendations for structural fill, etc.).

Geotechnical support under this task will also include input and review to the project 30 percent plan set for each of the project sites. The Heron Creek geotechnical evaluation will include assessment of the Springdale and Ridgefield stormwater improvement areas upstream of the Heron Creek culvert.

### **Assumptions:**

- The CONSULTANT will participate in up to two (2) design development meetings per project site (up to 1 hour of project manager time and up to 1 hour support staff time per meeting).
- The guiding design document will be the WSDOT Bridge Design Manual.

### **Deliverables:**

- Preliminary Geotechnical Report (one report per project site).

---

## *2B.4 Geotechnical Support for Final Design*

---

As the project progresses through final design, the CONSULTANT will update their recommendations for each project site to tailor design recommendations to the final design. The CONSULTANT will produce a geotechnical design report per project site that will supersede the preliminary design report and include more detailed design recommendations.

Geotechnical support under this task will also include input and review to the project 60 percent and 90 percent plan sets, as well as input and review to the project specification and special provisions package for

each project. The Heron Creek geotechnical evaluation will include assessment of the Springdale and Ridgefield stormwater improvement areas upstream of the Heron Creek culvert.

**Assumptions:**

- The CONSULTANT will participate in up to four (4) design development meetings per project (up to 1 hour of project manager time and up to 1 hour support staff time per meeting).

**Deliverables:**

- Geotechnical Report (one report per project site)

---

***Task 2C Site Visit and Analysis***

---

A site visit will be completed for each project site to document and photograph existing site conditions 250 feet upstream and downstream of the two culverts. During each site visit, the field team will collect four (4) pebble counts and up to six (6) bankfull width measurements. The field team will identify a reference reach, if present within the site visit limits, and document mobile large woody material (LWM) presence, structures in the bed or channel that could be affected by culvert design and installation, pool-riffle spacing (if present), and existing structures or natural features, which may be detrimental to fish passage, interfere with compliance with regulations, or compromise habitat considerations. The CONSULTANT will also support the coordination and analysis associated with the fish passage determinations for the culvert design criteria. The determination will include coordination with regulators, field and desktop data analysis.

The geomorphologist will also participate in each site visit and be responsible for determining of channel and floodplain morphology, measuring bed sediment gradation, evaluate bank stratigraphy and stability, and characterize the project reach 250 feet upstream and downstream of each culvert. Prior site investigation, the geomorphologist will review Google Earth imagery, topographic maps (historic and current), available LiDAR data, GIS data and the Bankfull Width Memorandum to determine the location of steeper gradient reaches. In addition, the CONSULTANT will review the Washington Department of Fish and Wildlife Fish passage inventory, assessment, and prioritization data base to determine if any documented barriers to fish passage exist on either Barnacle or Heron Creeks. The desktop analysis will be utilized to identify specific locations to focus on during each field investigation. A Geomorphology Memorandum (draft and final) will be completed for each project documenting the existing geomorphic processes along the study areas, bank instability and characteristics, degree of channel incision, overall channel pattern, and stage of channel evolution. The Memorandum will also include recommendations for design of the fish passage structure and proposed stream channel for each site. The geomorphologist will be available to assist in development of the Conceptual Alternatives and will perform review of 30%, 60%, 90%, and final stream design plans to help verify and support that each culvert replacement design is compatible with the existing geomorphic processes.

For the Springdale Court and Ridgefield Road Drainage Improvements, the site visit will also include the confirmation of site conditions, roadway slopes, existing infrastructure, erosion issues, and other potentially relevant features along the existing and proposed system alignments.

**Deliverables:**

- Site photos per project site using the following naming convention:
  - Upstream (US) or Downstream (DS)\_Distance from crossing (X+XX) Brief Description  
i.e.: US\_0+56\_Pebble Count 1
- Bankfull Width Memorandum per project site (draft and final).
- Fish Passage Determination Memorandum (one submittal).
- Geomorphology Memorandum per project site (draft and final).

**Assumptions:**

- Assumes one round of CITY review comments prior to the finalization of the Bankfull Width Memorandum and Geomorphology Memorandum.
- The CONSULTANT team will meet with regulators during a site visit for each site in order to receive concurrence on the bankfull width determination.

---

***Task 2D Utility Coordination***

---

The CONSULTANT will identify potential utility conflicts and potholing needs to be covered by a potholing vendor. The initial assessment will be based on the 30% plans to be developed under Task 5. The CONSULTANT will also support the coordination with utility owners in order to resolve any conflicts prior to the finalization of the design.

**Deliverables:**

- Potholing of existing utilities (up to 4 potholes for Barnacle Creek and up to 10 potholes for Heron Creek/Springdale and Ridgefield)
- Coordination with utility owners – email coordination, meeting attendance, and up to two (2) exhibits identifying utility conflicts and potholing needs.

**Assumptions:**

- Any utility relocations needed for the projects are not covered under this scope with the exception of simple gravity sewer main relocations
- Assumes up to four (4) 1-hr meetings with utility owners.

---

***Task 3 Permitting Support, Cultural Resources, And Environmental Review***

---

To help guide permitting requirements and inform how design will influence the scope and scale of project permitting, the CONSULTANT team will prepare a Critical Area Report and Cultural Resources Report per project site.

The projects are also anticipated to require preparation and submittal of the permits outlined in Task 3C to comply with the federal, state, and local environmental regulations.

---

***Task 3A Critical Areas Investigation***

---

For both Barnacle and Heron Creeks, preliminary work at each site will include the determination of the ordinary high-water mark (OHWM) and wetland delineation by a CONSULTANT wetland biologist. OHWM will be marked by placement of flags and GPS points within approximately 250 feet upstream and downstream of the roadway culverts. The stream channel OHWM at each site will be identified per Washington Department of Ecology’s Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (October 2016). If wetland presence is confirmed at either site, the CONSULTANT wetland biologist will flag any wetland extents with flags and GPS points, as well as document with photos and descriptions. The wetland delineation will be conducted using the 1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory 1987) as updated by the 2012 Mountains, Valleys, and Coast regional supplement. Wetland functions will be determined using the Washington State Wetland Rating System for Western Washington (Ecology 2014). Finally, OHWM and wetland boundaries will undergo post GIS processing to align field points with the other data collected under Task 2.

In accordance with City of Shoreline Municipal Code (SMC 20.80), a Critical Area Report, which documents the presence or absence of critical areas, such as geological hazards, fish and wildlife habitat,

wetlands, flood hazards, and aquifer recharges areas will be prepared for each of the projects. A preliminary Critical Area Report documenting identified critical areas within or immediately adjacent to the project area and discussing the applicable federal, state, and local requirements will be included in the Draft and Final form. The report will also include potential project effects to critical areas and corresponding mitigation sequencing (avoidance, minimization, and compensatory mitigation). A separate mitigation and monitoring plan for each site will be incorporated as part of the Critical Area Report if required.

**Deliverables:**

- Critical Area Report per project (Draft and Final) in electronic format.

**Assumptions:**

- Preliminary in-office desktop review of the project areas will be necessary to determine previously identified features and historical data. This will assist the biologists once they get into the field and become familiar with the project boundaries, previously categorized critical areas, etc.
- Field time for two biologists is expected to require one, 8-hour day to complete the delineation of critical areas per project site. Travel expenses (mileage) to and from the project sites in Shoreline, Washington from ICF's office in Seattle, Washington is also included. The site visits will be coordinated with Prime Consultant and the City.
- The CONSULTANT will not delineate on private property without authorized access. If wetlands extend onto property without access rights, the CONSULTANT will note if wetlands extend off site and stop delineating. The extent of the field work will not go beyond 250 feet up and downstream of the existing culverts and 40-feet from creek channel.
- Delineation will require the CONSULTANT to investigate up to 10 sample plots total per site.
- Field work will require delineation of not more than 3 separate wetlands or Waters of the State within 250 feet upstream and downstream of proposed project activities for each culvert site.
- Deliverable revisions assume no additional fieldwork or analysis will be required to fully address comments.
- One round of City review per project prior to preparing the Final Critical Area Reports.

**City Responsibilities:**

- Review of deliverables.
- Provide necessary right-of-entry.

---

***Task 3B Cultural Resources Report***

---

CONSULTANT cultural resources specialists will rely on the project descriptions to establish an area of potential effects (APE) for each project location. CONSULTANT will then use the APE to perform a cultural resources records review using the online Washington Information System of Archaeological and Architectural Resource Database (WISAARD). Following review of WISAARD, CONSULTANT cultural resources specialists will perform an archaeological survey and a historic built resource reconnaissance for each project site. The archaeological survey will consist of walking across the APE to inspect the ground for surface exposed archaeological deposits and features and excavating four shovel probes per site to inspect for buried archaeological deposits in areas where ground disturbance is proposed. Shovel probes are cylindrical holes that are approximately 18 inches wide and 40 inches deep. CONSULTANT will document the contents of the shovel probes and then backfill them. The historic built resource reconnaissance will consist of a cultural resources specialist inspecting both APES to determine whether historic built resources are present and document them if present.

The CONSULTANT shall prepare a cultural resources assessment report for each project consistent with Washington State Department of Archaeology and Historic Preservation (DAHP) standards. The resources to be covered include prehistoric and historic archaeological sites, historic structures, and traditional cultural properties. The cultural resources assessment report will include an introduction, description of the APE, regulatory context, environmental and cultural context, records review, methods and findings, and technical recommendations. Figures depicting the APE, resources within the APE, and field methods performed within the APE will be included as attachments to the cultural resources assessment report. The cultural resources assessment report will be written in a way that complies with the documentation requirements of Section 106 of the National Historic Preservation Act and Governors Executive Order 21-02. Following internal review, the draft cultural resources assessment report will be provided to the County and WDFW for review. Upon receipt of comments from the CITY and WDFW, CONSULTANT will review the cultural resources assessment report and provide it to the CITY for final distribution to WDFW.

**Deliverables:**

- Draft and final cultural resources assessment report and associated figures and appendices in electronic format for each project.

**Assumptions:**

- Cultural Resources work to precede geotechnical borings and potholing.
- The CITY and WDFW will provide review on the draft cultural resources assessment report in a single consolidated set of comments.
- CITY and WDFW's comments on the draft cultural resources assessment report will be minor in nature, requiring no more than 4 hours of effort to be completed by the CONSULTANT.
- Deliverable revisions assume no additional fieldwork or analysis will be required to fully address comments.

**City Responsibilities:**

- Review of deliverables.
- Provide necessary right-of-entry.

---

***Task 3C Permitting Support***

---

To support the City of Shoreline, the project team will support preparation of the following permit materials for each project site:

1. JARPA Application
2. Hydraulic Project Approval/Fish Habitat Enhancement Form
3. Endangered Species Act Compliance
4. SEPA Checklist

The CONSULTANT's permitting lead will attend one either online or onsite permitting meeting with the CITY and WDFW and representatives from Tribal Nations to review the comments after the submittal of the permitting documents.

**General Task Assumptions:**

- Project documents will specify that the contractor will prepare the Stormwater Pollution Prevention Plan for each site.

- Deliverable revisions assume no additional fieldwork or analysis will be required to fully address comments.
- The CONSULTANT will support the CITY by addressing minor questions and clarifications posed by the regulatory agencies, project redesign, additional elements or analysis.
- The CONSULTANT will provide up to eight (8) hours of support per project to the CITY related to response to agency comments on application.

**City Responsibilities:**

- Participation in coordination meetings, as necessary.
- Review of deliverables.
- Permit fees, if any, will be paid by the CITY.

*3C.1 JARPA Application*

The JARPA application is used to secure Section 401 and 404 Clean Water Act Permits from Washington State Department of Ecology (401) and US Army Corps of Engineers (404). CONSULTANT will complete all sections of the JARPA form for each of the project sites, not including signatures and other landowner / agent details. This Task includes coordination with CONSULTANT Team and the CITY to prepare the permit drawings, project description, purpose and need statement, and coordination to define volumes of material and areas of cut and fill anticipated in or around each of the project sites. This task includes one (1) agency coordination meeting per project.

**Deliverables:**

- Engineering drawings, following Corps requirements, for submission with the JARPA application for each site.
- Pre-filing meeting request to the Department of Ecology 30 days prior to JARPA submittal for each site.
- Preparation of permit package for the JARPA (Draft and Final) in electronic format for each site.
- Attendance of one (1) agency coordination meeting by up to four (4) consultant team members for a maximum of two (2) hours for each site.

**Assumptions:**

- The level of detail described in the JARPA application will be commiserate with the complexity of the Project work.
- Corps 404 Individual permit will not be required and a NWP 43, Stormwater Management Facilities, or NWP 27, Aquatic Habitat Restoration, Enhancement, and Establishment Activities, will be acceptable.
- All calculations of design quantities (ex. fill and excavation of materials below OHWM), and other engineered dimensions necessary to complete JARPA section shall be provided by the Prime Consultant.
- The 60% Plans will be modified for use as the JARPA drawings / Permit Plan set in accordance with the USACE Drawing Checklist (DrawingChecklist-v20191209.pdf (army.mil)).

**City Responsibilities:**

- The CITY will be the primary contact for coordination with regulatory agencies.

- The CITY will sign and submit the JARPA application package to permitting agencies.

---

### 3C.2 Hydraulic Project Approval

---

Under the Washington State Hydraulic Code, a Hydraulic Project Approval (HPA) is required from WDFW for any changes to a stream that may affect hydrology downstream (Washington Administrative Code [WAC] 220-660). The CONSULTANT will complete and submit an HPA or Fish Habitat Enhancement application using the WDFW APPS online system. Prior to HPA submittal, three (3) agency coordination meetings with representatives from WDFW and the Tribal Nations, will be held to receive input on project design and fish protection.

#### **Deliverables:**

- Preparation of permit package for the HPA or Fish Habitat Enhancement (Draft and Final), in electronic format, one per site.
- Attendance of three (3) agency coordination meetings by up to four (4) CONSULTANT team members for a maximum of two (2) hours – for each of the two sites.

#### **Assumptions:**

- Information synthesized in the JARPA and other project documentation will be used to complete the HPA - streamlining level of effort needed to complete Task 3C.2.

#### **City Responsibilities:**

- The CITY will be the primary contact for coordination with WDFW.
- The CITY will complete and sign the Authorizing Agency form allowing ICF to submit the HPA through APPS on their behalf.

---

### 3C.3 Endangered Species Act Compliance

---

The culverts are located on streams in a highly developed urban environment. Due to the developed nature of the project site, habitat special status species are determined to be not present, and the species are not likely to occur. However, based on consultation with WDFW and previous field work, both streams were documented as fish-bearing with the potential to indirectly affect ESA-listed fish or habitat documented downstream of the project. Therefore, it is expected a Biological Assessment will be required to document if ESA-listed species or critical habitat will be affected either directly or indirectly by the project. ICF will draft a Biological Assessment or No Effect Letter describing the project along with reasoning for why the project would not affect ESA-listed species and comply with the National Marine Fisheries Service and U.S. Fish and Wildlife Service (USFWS) (joint biological opinion, WCR-2014-1857).

#### **Deliverables:**

- Biological Assessment for ESA-listed species (Draft and Final) in electronic format, one for each of the two sites.
- Attendance of one (1) agency coordination meeting by up to four (4) consultant team members for a maximum of two (2) hours – for each of the two sites.

#### **Assumptions:**

- Consultation with federal and state agencies will be required.

---

### *3C.4 SEPA Checklist*

---

CONSULTANT will prepare a SEPA Checklist for the culvert replacement projects based on project details and site information provided by the CITY, information collected during Tasks 2 and 3, and publicly available information.

#### **Deliverables:**

- SEPA Checklist (Draft and Final) in electronic format for each of the two sites.
- Attendance of one (1) agency coordination meeting by up to two (2) consultant team members for a maximum of two (2) hours – for each of the two sites.

#### **Assumptions:**

- The level of detail described in the SEPA checklist will be commensurate with the complexity of the work, which is a relatively minor light replacement project.
- CONSULTANT will collect and review existing information from publicly available sources, as well as information collected under Task 2 and 3 of this Scope of Work - streamlining the level of effort needed to complete this task.
- The City of Shoreline is the SEPA lead agency and is responsible for making the SEPA determination and issuing the SEPA checklist.
- It is assumed the SEPA lead agency will make either a Determination of Nonsignificance or a Mitigated Determination of Nonsignificance for the proposed projects, indicating that an Environmental Impact Statement (EIS) will not be required.

---

### *3C.5 Additional Permitting Support*

---

CONSULTANT will support the development of the permit applications for up to two (2) City of Shoreline permits for the work proposed within private parcels. Applicable City permits could include the Clearing and Grading Permit and the Critical Areas Special Use Permit.

#### **Deliverables:**

- Up to two (2) applications for City of Shoreline permits. Includes completion of corresponding checklists and supporting material.
- Attendance of one (1) pre-application meeting by up to two (2) consultant team members for a maximum of one (1) hour – for each of the two projects.

#### **Assumptions:**

- Permit applications under this task will be developed only for the work proposed outside of the public right-of-way.
- Materials such as plan sheets and the Critical Areas Report, developed for other tasks will be used with minor adjustments for the permit applications.
- If a Stormwater Pollution Prevention Plan (SWPPP) is required, then this scope assumes the SWPPP Short Form will be utilized.

#### **City Responsibilities:**

- Participation in coordination meetings, as necessary.
- Review of deliverables.

- Permit application submittal and corresponding fee payment.

---

#### **Task 4 H&H Modeling**

---

This task will include the review and appropriate revision of any existing available hydrology models. The peak annual flows will be calculated for both Barnacle and Heron Creeks for the 2- through 500-year (including 2.3-year) recurrence intervals. In addition to the existing flows, the year 2080 climate change impacted flow will be calculated using a simple factor as determined from the Washington State Department of Fish and Wildlife (WDFW) Culverts and Climate Change web application. Data from the recently installed gauges at the two streams will be utilized to create rating curves for the two sites.

An SRH-2D or HEC-RAS 1D hydraulic model will be developed to simulate the existing and proposed condition for each site. The limits of the hydraulic model will extend approximately 300-feet upstream and downstream of each culvert. The design flows extracted from the hydrology model will be incorporated into the hydraulic model using a steady state analysis. The hydraulic models will be updated as the design progresses (through Tasks 5 and 6) to capture the most current culvert and stream design. As part of this task, hydraulic model results will be used to perform the following:

- Streambed material sizing calculations
  - Unit-Discharge Bed Design (slopes > 5%) or Modified Shields Approach (slopes < 5%).
- Large woody material quantity and volume calculations
  - WSDOT Log Metrics Calculator, version 3.
- Large woody material stability calculations
  - United States Forest Service Computational Design Tool for Evaluating the Stability of Large Wood Structures, version 1.2.
- Scour calculations; scour mechanisms to be assessed using the 100-year and 500-year flow events to include:
  - Contraction scour
    - Clear-water and live-bed methodology provided in United States (US) Federal Highway Administration (FHWA) Hydraulic Engineering Circular (HEC) 18: *Evaluating Scour at Bridges*
  - Abutment scour
    - NCHRP methodology provided in HEC 18
  - Bend scour
    - Methodology provided in the Thorne equation
  - Long-term aggradation and degradation
    - Methodology provided in HEC 20: *Stream Stability at Highway Structures*
    - Calculations to assume no upstream sediment source.

Modeling of the Springdale Court and Ridgefield Road Drainage Improvements conveyance systems shall be conducted using PCSWMM. A Hydrologic and Hydraulic (H&H) Memorandum per project will document the approach and results of the H&H analysis.

**Deliverables:**

- Hydrologic and Hydraulic Model Documentation per project (Draft at 60%, Final at 100%), in electronic format.
- Scour Calculations per project, in PDF and excel electronic format.
- Large woody material quantity and volume calculations per project, in PDF and excel electronic format.
- Large woody material stability calculations per project, in PDF and excel electronic format.
- Streambed material sizing calculations per project, in PDF and excel electronic format.
- Electronic files of the models.

**City Responsibilities:**

- Provide necessary data: flow monitoring data, existing hydrologic and hydraulic models, GIS layers for stormwater, creek lines, land use, and soils as available and needed to support the above tasks.
- Participation in coordination meetings, as necessary.
- Review of deliverables.

**Assumptions:**

- Hydrologic model revisions are not anticipated to represent any flow control facilities in the basin.
- Existing flow rates for the creeks will be developed at the crossing locations.
- The hydraulic model will be developed using survey data and supplemented with LiDAR as needed to adequately capture design flow inundation limits within the model domain defined above.
- One proposed condition simulation will be created for the selected alternative of each project (see Task 5A).
- Proposed large woody material will be accounted for in a composite roughness coefficient, proposed wood placements will not be explicitly modeled.
- There will be one-round of CITY comments on the Draft Hydrologic and Hydraulic Model Documentation prior to finalization.
- All submittals will be made electronically. No hard copies to be provided.
- All deliverables listed are applicable for both projects and will be prepared separately for each project unless otherwise noted.

---

**Task 5 Project Alternatives Analysis and 30% Design**

---

This task will focus on the alternatives analysis, selection of preferred alternative, and subsequent development of the preliminary (30% level) design for each project site.

**General Assumptions:**

- All submittals will be made electronically. No hard copies to be provided.
- Design will include no more than 500 linear feet of stream restoration (i.e., 250 feet upstream and 250 feet downstream).
- Design will be completed in AutoCAD and follow CONSULTANT in-house CADD standards.

- All deliverables listed are applicable for both projects and will be prepared separately for each project unless otherwise noted.
- Structural engineering involvement for this task will be limited to review of concepts/plans and cost estimating.

**General City Responsibilities:**

- Attendance of meetings.
- Review of deliverables.
- Provide feedback on alternatives.
- CITY will provide consolidated review comments, screened for duplicates and conflicting edits, to the CONSULTANT for the 30% Design submittal.

---

***Task 5A Alternatives Analysis***

---

The purpose of this task is to establish consensus on the design goals and critical components that will be incorporated in an alternatives analysis. The result of this task is the selection of a preferred alternative for each project.

---

***5A.1 Initiation of Alternatives Development***

---

The CONSULTANT will work with the CITY to confirm and document the project goals and design criteria. A clear problem definition will be developed based on data gathered from Tasks 2 and 3. In order for the appropriate alternatives to be developed, the CONSULTANT will perform the following:

- Kickoff meeting for the project team.
- Site visit to assess existing conditions for each site (Task 2).
- Review/apply stakeholder input.
- CONSULTANT will lead an Alternative Development Workshop for each site with CITY staff to review the preliminary findings and present suggested high-level alternatives with the goal of direction on which two alternatives to proceed with after the meeting.

**Deliverables:**

- Preparation for and attendance of one (1) Kickoff Meeting for each project. The CONSULTANT will prepare the agenda and minutes for the meeting.
- Preparation for and attendance of one (1) Alternative Development Workshop for each project. The CONSULTANT will prepare the agenda and minutes for the Workshop.

**Assumptions:**

- The Kickoff meeting will be a virtual event and last up to 1-hour.
- The analysis done during the CIP development will be relied on during this sub task. We anticipate this will occur concurrently with the survey so little new analysis will be done.
- The Alternatives Development Workshop will be a virtual event and last up to 2 hours.

---

### *5A.2 Development of Alternatives, Cost Estimates, and Evaluation Matrix*

---

The CONSULTANT will develop up to two (2) alternatives for each of the two culverts and up to two (2) alternatives for the Springdale Court and Ridgefield Road Drainage Improvements to be evaluated by the CITY and coordinated with the regulatory stakeholders (see Task 3).

#### **Deliverables:**

- Planning Level Cost Estimates for each alternative.
- One stream plan of each proposed alternatives developed in AutoCAD Civil 3D.
- One stream profile for each alternatives developed in AutoCAD Civil 3D.
- One plan view PDF markup of a proposed detour route for each site.
- One plan view for each Springdale Court and Ridgefield Road Drainage Improvements alternative developed in AutoCAD Civil 3D.
- Evaluation Matrix for each set of alternatives.

#### **Assumptions:**

- Up to two (2) alternatives for each of the two culverts and the drainage improvements will be developed.
- No proposed condition hydraulic modeling will be completed for this task.
- Any CITY comments on the alternatives to be incorporated as part of the 30% design development (Task 5B).

---

### *5A.3 Alternative Selection Workshop*

---

The CONSULTANT will lead a virtual workshop for the project team and CITY staff to review/discuss the Alternatives Analysis findings and suggest a preferred alternative.

#### **Deliverables:**

- Preparation for and attendance of one (1) Alternative Selection Workshop for each project site. The CONSULTANT will prepare the agenda and minutes for the Workshop.
- Alternatives Selection Memorandum for each project.

#### **Assumptions:**

- The Alternative Selection Workshop will be a virtual event and last up to 2-hour.
- The Alternatives Selection Memorandum will be a brief (2~3 page) documentation of the process, findings, and recommendation. Deliverables from 5A.2 will be included as attachments. Assumes one submittal.

---

### *Task 5B 30% Design Plans and Estimate*

---

For the preliminary design, the CONSULTANT will design the appropriate creek and storm systems based on the selected alternative from Task 5A. A cost estimate for the preliminary design will be developed by the CONSULTANT.

A 30% Basis of Design Report will be developed to document the design criteria and summarize the 30% design. The report will include technical memos as appendices. The purpose of this report is to document the full design concept and be used as a reference as the various project phases proceed through final design.

**Deliverables:**

- 30% design level plans including (same for each site unless noted – assumes individual plan sets for each site):
  - Cover sheet including a vicinity map and sheet index (1 sheet).
  - General Notes (1 sheet).
  - Legend and Abbreviations (1 sheet).
  - Stream Channel Plan (1 sheet)
  - Stream Channel Profile (1 sheet)
  - Restoration Plan (up to 2 sheets)
  - Drainage plan and profile sheets
    - Up to ten (10) sheets - Heron Creek
    - Up to one (1) sheet – Barnacle Creek
- 30% design level project cost estimates.
- 30% Basis of Design Report.

**Assumptions:**

- Relevant codes and current design standards will be followed including the City of Shoreline Engineering Development Manual.
- The CONSULTANT drafting standards will be followed for the development of the plans.
- Review comments for the 30% submittal will be incorporated as part of the 60% design development (Task 6A).
- Large woody material details will not be included in this submittal.
- Conceptual planting schedule will be included in this submittal for review by the City of Shoreline.

---

**Task 6 Final Design**

---

For this task, the CONSULTANT will develop the design package through the milestones and finalize it for advertisement.

**General Assumptions:**

- All submittals will be made electronically. No hard copies to be provided.
- Design will include no more than 500 linear feet of stream restoration (i.e., 250 feet upstream and 250 feet downstream).
- Design will be completed in AutoCAD and follow CONSULTANT in-house CADD standards.
- CITY comments from each design phase to be incorporated into the following design phase.
- All deliverables listed are applicable for both projects and will be prepared separately for each project unless otherwise noted.
- The structural design scope will only include the culvert wingwalls/headwalls which are assumed to be cast-in-place concrete. It is assumed that the design will be similar to those depicted in the Request for Proposals (RFP).

- The culvert is assumed to be contractor designed precast concrete structure not classified as a bridge.
- Soil design conditions onsite are typical/no liquefaction risks are encountered.
- Structural shoring and dewatering design not included (by Construction Contractor, as needed)

**General City Responsibilities:**

- Attendance of meetings.
- Review of deliverables.
- CITY will provide consolidated review comments, screened for duplicates and conflicting edits, to the Consultant for the 60% and 90% Design submittals.

---

***Task 6A 60% PS&E***

---

The CONSULTANT will refine the design and associated deliverables for each project to a 60% level. The design team will attend a 30% Comment Resolution meeting between CITY staff and up to four (4) CONSULTANT staff, lasting a maximum of one (1) hour.

**Deliverables:**

- Comment Resolution meeting (preparation and attendance).
- 30% Comment Responses.
- 60% design level plans including (same for each site unless noted – assumes individual plan sets for each site):
  - Cover sheet including a vicinity map and sheet index (1 sheet).
  - General Notes (1 sheet).
  - Legend and Abbreviations (1 sheet).
  - Survey Control Sheets
    - Up to ten (10) plan view sheets - Heron Creek
    - Up to two (1) plan view sheet – Barnacle Creek
  - Demolition, Temporary Bypass, and TESC Sheets
    - Up to ten (10) plan view sheets - Heron Creek
    - One (1) sheet – Barnacle Creek
  - TESC and Temporary Bypass Details (1 sheet)
  - Stream Channel Plan (1 sheet)
  - Stream Channel Profile (1 sheet)
  - Stream Sections (1 sheet)
  - Stream Details (up to 2 sheets)
  - Paving Plan
    - Up to ten (10) plan view sheets - Heron Creek
    - Up to one (1) plan view sheet – Barnacle Creek

- Paving Details (1 sheet)
- Restoration Plan (up to 2 sheets)
- Restoration Details (1 sheet)
- Drainage plan and profile sheets
  - Up to ten (10) sheets - Heron Creek
  - Up to one (1) sheet – Barnacle Creek
- Drainage Details (1 sheet)
- Structural Sheets (up to 3 sheets)
- 60% design level project cost estimates.
- 60% Basis of Design Report.
- 60% Special Provisions.

---

***Task 6B 90% PS&E***

---

The CONSULTANT will refine the design and associated deliverables for each project to a 90% level. The design team will attend a 60% Comment Resolution meeting between CITY staff and up to four (4) CONSULTANT staff, lasting a maximum of one (1) hour.

**Deliverables:**

- Comment Resolution meeting (preparation and attendance).
- 60% Comment Responses.
- 90% design level plans including (same for each site unless noted – assumes individual plan sets for each site):
  - Cover sheet including a vicinity map and sheet index (1 sheet).
  - General Notes (1 sheet).
  - Legend and Abbreviations (1 sheet).
  - Survey Control Sheets
    - Up to ten (10) plan view sheets - Heron Creek
    - Up to two (1) plan view sheet – Barnacle Creek
  - Demolition, Temporary Bypass, and TESC Sheets
    - Up to ten (10) plan view sheets - Heron Creek
    - One (1) sheet – Barnacle Creek
  - TESC and Temporary Bypass Details (1 sheet)
  - Stream Channel Plan (1 sheet)
  - Stream Channel Profile (1 sheet)
  - Stream Sections (1 sheet)
  - Stream Details (up to 2 sheets)
  - Paving Plan

- Up to ten (10) plan view sheets - Heron Creek
  - Up to one (1) plan view sheet – Barnacle Creek
- Paving Details (1 sheet)
- Restoration Plan (up to 2 sheets)
- Restoration Details (1 sheet)
- Drainage plan and profile sheets
  - Up to ten (10) sheets - Heron Creek
  - Up to one (1) sheet – Barnacle Creek
- Drainage Details (1 sheet)
- Structural Sheets (up to 4 sheets)
- 90% design level project cost estimates.
- 90% Basis of Design Report.
- 90% Special Provisions.

---

***Task 6C 100%/Ad-Ready PS&E***

---

The CONSULTANT will refine the design and associated deliverables for each project to 100% level. The design team will attend a 90% Comment Resolution meeting between CITY staff and up to four (4) CONSULTANT staff, lasting a maximum of one (1) hour.

**Deliverables:**

- Comment Resolution meeting (preparation and attendance).
- 90% Comment Responses.
- 100% design level plans including (same for each site unless noted – assumes individual plan sets for each site):
  - Cover sheet including a vicinity map and sheet index (1 sheet).
  - General Notes (1 sheet).
  - Legend and Abbreviations (1 sheet).
  - Survey Control Sheets
    - Up to ten (10) plan view sheets - Heron Creek
    - Up to two (1) plan view sheet – Barnacle Creek
  - Demolition, Temporary Bypass, and TESC Sheets
    - Up to ten (10) plan view sheets - Heron Creek
    - One (1) sheet – Barnacle Creek
  - TESC and Temporary Bypass Details (1 sheet)
  - Stream Channel Plan (1 sheet)
  - Stream Channel Profile (1 sheet)
  - Stream Sections (1 sheet)

- Stream Details (up to 2 sheets)
- Paving Plan
  - Up to ten (10) plan view sheets - Heron Creek
  - Up to one (1) plan view sheet – Barnacle Creek
- Paving Details (1 sheet)
- Restoration Plan (up to 2 sheets)
- Restoration Details (1 sheet)
- Drainage plan and profile sheets
  - Up to ten (10) sheets - Heron Creek
  - Up to one (1) sheet – Barnacle Creek
- Drainage Details (1 sheet)
- Structural Sheets (up to 4 sheets)
- 100% design level project cost estimates.
- 100% Basis of Design Report.
- 100% Special Provisions.

**Assumptions:**

- This scope assumes that minor updates from the 100% PS&E will be needed to prepare the Ad-Ready package.

**Task 7 Stakeholder Outreach Support**

The CONSULTANT will provide as-needed assistance to the CITY for the stakeholder outreach process. At the beginning of the project, the CONSULTANT will work with the CITY to develop a simple Stakeholder Outreach Plan, which will outline key stakeholders (neighboring property owners, City Council, general public, and others). The outreach plan will include a protocol and schedule for how the community will be engaged as part of the design development process. This task will also attendance of stakeholder outreach meetings along with development of associated renderings of the design concepts.

**Deliverables:**

- Stakeholder Outreach Plan (one submittal).
- Attendance of up to four (4) stakeholder coordination meetings per project by three (3) CONSULTANT staff, lasting up to 2 hours each.
- Up to two (2) outreach exhibits per project (one submittal).

**Assumptions:**

- The CITY will lead this effort, including the scheduling of meetings and distribution/production of outreach material.
- All deliverables listed are applicable for both projects and will be prepared separately for each project unless otherwise noted.

**City Responsibilities:**

- Lead stakeholder outreach effort.

---

**Task 8 Grant Application Support**

---

The CONSULTANT will provide as-needed assistance to the CITY for the funding research and grant application process.

**Deliverables:**

- Assistance with funding research and grant application process.

**Assumptions:**

- The CITY will lead this effort with assistance from the CONSULTANT.
- Up to 40 hours per project have been budgeted for the CONSULTANT’s involvement in this task.

---

**Task 9 Bid & Construction Support**

---

The CONSULTANT will provide the following services only as directed by the CITY. The Consultant will provide limited engineering services during bid and construction of the projects. These services are expected to be:

- Provide bidding support.
- Review of contractor submittals.
- Response to contractors RFI's.
- Site visit to review unforeseen conditions.
- Site visit to review installed plantings and large wood.

**Deliverables:**

- Submittal review comments (PDF).
- Responses to RFI's (PDF).
- Site Visits.

**Assumptions:**

- Only submittals non-standard items will be reviewed by the CONSULTANT.
- Respond to a maximum of 5 RFI's per project.
- CONSULTANT will visit each site a maximum of two (2) times to review unforeseen conditions and/or large wood placement.
- CONSULTANT will visit each site a maximum of one (1) time to review soil preparation for restoration areas.
- CONSULTANT will visit each site a maximum of three (3) times to review temporary irrigation system placement (if any), plant materials, and plant placement.
- CONSULTANT WILL visit each site a maximum of one (1) time to prepare the landscape/restoration punch list.

- CONSULTANT WILL visit each site a maximum of one (1) time to perform the landscape/restoration back punch.
- The CONSULTANT will provide review for 2 RFIs related to the geotechnical elements.
- The CONSULTANT will perform up to two (2) site visits during construction for items related to the geotechnical effort.

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Enter into a Grant Agreement with King County Best Starts for Kids Youth Development for \$375,000 for Youth Outreach Leadership and Opportunities
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services
<b>PRESENTED BY:</b>	Mary K. Reidy, Recreation and Cultural Services Superintendent
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

King County Best Starts for Kids (BSK) is a voter approved initiative designed to “help put every baby born and every child raised in King County on a path toward lifelong success”. The City of Shoreline’s Youth and Teen Development Program, in partnership with the Center for Human Services, submitted a grant proposal to continue funding the Youth Outreach Leadership and Opportunities (YOLO) program which was initially funded through BSK in 2017. That grant proposal was successful and BSK will provide \$375,000 in grant funding to the City. The YOLO program provides much needed resources and opportunities at the City of Shoreline Teen Center and the Ballinger Homes King County Housing Authority complex with a focus on youth-led outreach efforts via employment opportunities for those youth and providing.

**RESOURCE/FINANCIAL IMPACT:**

The \$375,000 of funding will be added to the Recreation, Cultural and Community Services - Teen & Youth Development Program budget in 2022 through the Budget Amendment process that will occur in November 2022. This is a three-year funded project, with funding allocated from July 2022 through June 2025.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute an agreement with King County Best Starts for Kids for \$375,000 to fund the Youth Outreach Leadership and Opportunities program.

**ATTACHMENTS:**

Attachment A: King County Community and Human Services 2021/2022 Template Contract

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

**ATTACHMENT A**



**King County**

Department of Community and Human Services  
*[DIVISION]*  
401 Fifth Avenue, Suite 500  
Seattle, WA 98104  
206-263-9105  
TTY Relay: 711

**KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022**

Contractor \_\_\_\_\_  
Project Title \_\_\_\_\_  
Contract Amount \$ \_\_\_\_\_  
Contract Period From: \_\_\_\_\_ To \_\_\_\_\_  
DUNS No. (if applicable) \_\_\_\_\_ SAM No. (if applicable) \_\_\_\_\_

THIS CONTRACT No. \_\_\_\_\_ is entered into by KING COUNTY (the “County”), and \_\_\_\_\_ (the “Contractor”) whose address is \_\_\_\_\_.

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

**1. Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

<b>Document</b>	<b>Attachment</b>
Scope of Work	Exhibit I
_____	_____
_____	_____

**If you require accommodation to access this form, alternate formats are available upon request.**

## 2. **Contract Term**

- A. This Contract shall begin on \_\_\_\_\_, and shall terminate on \_\_\_\_\_, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.
- B. This Contract may be extended through \_\_\_\_\_ in \_\_\_\_\_ increments upon agreement of the parties. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

## 3. **Compensation and Method of Payment**

### A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

### B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

### C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

### D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

## 4. **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

## 5. **Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

## 6. Maintenance of Records

### A. Accounts and Records:

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

### B. Nondiscrimination and Equal Employment Records:

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

## 7. Evaluations and Inspections

### A. Subject to Inspection, Review, or Audit:

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

### B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Performance Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with reasonably expected levels of performance, quality, and practice. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract and to make available all information reasonably required by any such performance measurement and evaluation processes. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

**9. Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

Entity Type	Non-Profit		For Profit	
<b>Gross Revenue</b>	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.	Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.
<b>Required Documentation</b>	<ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm	<ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul>	Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm
<b>Due Date</b>	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.	Within 30 calendar days from the forms being filed.	Within nine months following the close of the Contractor's fiscal year.

D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

**10. Corrective Action**

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in

writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

**12. Termination**

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation,

or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. [Title 51 RCW](#). If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any

judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

**14. Insurance Requirements**

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

**15. Assignment**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

**16. Subcontracting**

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

**17. Nondiscrimination and Payment of a Living Wage**

A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal

employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

**18. Conflict of Interest**

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals

or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

**19. Equipment Purchase, Maintenance, and Ownership**

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

**20. Proprietary Rights**

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**22. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**23. Future Support**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

**24. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**25. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**26. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**27. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

**28. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**29. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**30. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

**31. Force Majeure**

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

A. No Breach if Force Majeure Applies:

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

B. Duty to Minimize Disruption and Give Notice:

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

C. Extension of Time:

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

D. Suspending Performance:

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be

suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

**32. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

**33. Contractor Certification**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including applicable Emergency Response , EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

CONTRACTOR

FOR

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Date

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Respite in Community Settings Program
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services
<b>PRESENTED BY:</b>	Mary Reidy, Recreation and Cultural Services Superintendent
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Certain members of City's Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Community Settings Respite Care Program. In 2019, the City of Shoreline and DSHS Respite in Community Settings Program entered into an Interlocal Agreement (#9510) that allowed the City to bill DSHS for program fee reimbursement. This agreement is now due for renewal.

Renewing the Interlocal Agreement allows for uninterrupted service delivery of Shoreline recreation programs for qualified Specialized Recreation participants. The terms of the new Respite in Community Settings Agreement are identical to the old agreement except for the dates. The new dates for the Respite in Community Settings Program Interlocal Agreement would be October 1, 2022 through September 30, 2025. Tonight, staff is seeking Council authorization for the City Manager to execute this Interlocal Agreement with DSHS.

**RESOURCE/FINANCIAL IMPACT:**

This Interlocal Agreement does not have any financial impact to the City.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services for the Respite in Community Settings Program with a term of October 1, 2022 through September 30, 2025.

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

## **BACKGROUND**

Certain members of City's Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Community Settings Respite Care Program. In 2016, the City of Shoreline and the DSHS Community Settings Respite Care (#8652) entered into an Interlocal Agreement that allowed the City to bill DSHS for program fee reimbursement. In 2019, this Interlocal Agreement changed names to Respite in Community Settings and was renewed as contract #9510. It is once again time to renew this contract in order to prevent disruption of service to these specialized recreation participants.

In 2021, the City had 31 Specialized Recreation participants that qualified for reimbursement from the State. The total amount of state reimbursement equaled \$39,969. These reimbursed costs were reimbursed through the Respite in Community Settings Program and another interlocal agreement the City has with DSHS for reimbursement. Shoreline has a variety of specialized recreation offerings including weekend trips, special events and adult day programs for individuals with developmental disabilities. This Interlocal Agreement provides specialized recreation participants improved access to these programs and facilities.

## **DISCUSSION**

Outside of the dates of the agreement, the Respite in Community Settings Program Interlocal Agreement (Attachment A) is identical to the old agreement. The new dates for the Respite in Community Settings Agreement would be October 1, 2012 through September 30, 2025. The Respite in Community Settings Agreement can be terminated by either party with 30 days of written notice.

The ability for participants to utilize DSHS funding is one factor that makes the City of Shoreline's specialized recreation program attractive to participants. In addition, it supports accessibility to participants who do not have the ability to manage the complicated billing process themselves. Tonight, staff is seeking Council authorization for the City Manager to execute this Interlocal Agreement with DSHS.

## **RESOURCE/FINANCIAL IMPACT**

This Interlocal Agreement does not have any financial impact to the City.

## **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services for the Respite in Community Settings Program with a term of October 1, 2022 through September 30, 2025.

## **ATTACHMENTS**

Attachment A: DSHS Respite in Community Settings Program Interlocal Agreement

 <p>Washington State Department of Social &amp; Health Services <i>Transforming lives</i></p>	<h2>INTERLOCAL AGREEMENT</h2> <h3>Respite in Community Settings</h3>	DSHS Agreement Number: 2264-43691	
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number:  Contractor Contract Number: 1119613 01	
CONTRACTOR NAME  City of Shoreline		CONTRACTOR doing business as (DBA)  Parks, Recreation & Cultural Service Dept - 01	
CONTRACTOR ADDRESS  17500 Midvale Ave N Shoreline, WA 98133-4921		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)  601-638-167	DSHS INDEX NUMBER  22380
CONTRACTOR CONTACT  Debra Tarry	CONTRACTOR TELEPHONE  (206) 801-2211	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS  dtarry@shorelinewa.gov
DSHS ADMINISTRATION  Developmental Disabilities Admin	DSHS DIVISION  Division of Developmental Disabilities	DSHS CONTRACT CODE  1803LP-64	
DSHS CONTACT NAME AND TITLE  Gina M. Thomas Contract Specialist		DSHS CONTACT ADDRESS  840 N Broadway 540 Everett, WA 98201	
DSHS CONTACT TELEPHONE  (425)740-6443	DSHS CONTACT FAX  (425)252-1364	DSHS CONTACT E-MAIL ADDRESS  Thomagm@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?  No		CFDA NUMBER(S)	
AGREEMENT START DATE  10/01/2022	AGREEMENT END DATE  09/30/2025	MAXIMUM AGREEMENT AMOUNT  Fee For Service	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <b>Exhibits (specify): A - DDA Policies &amp; Agreements</b> <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE  <b>Draft - Please Do Not Sign</b>	PRINTED NAME AND TITLE  Debra Tarry	DATE SIGNED	
DSHS SIGNATURE  <b>Draft - Please Do Not Sign</b>	PRINTED NAME AND TITLE	DATE SIGNED	

## DSHS General Terms and Conditions

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

## DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
  - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law and Washington State Requirements.**
- a. **Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
  - b. **Certification Regarding COVID-19 Vaccination Requirements.** Contractor shall abide by the

## DSHS General Terms and Conditions

vaccination requirements of Governor Jay Inslee's Proclamation 21-14 and all subsequent amendments. After October 18, 2021 Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by a State Agency, an operator of an Educational Setting, or an operator of a Health Care Setting as defined in the Proclamation must be fully vaccinated against COVID-19 unless they have been granted a valid disability or religious accommodation by Contractor. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.

- c. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

### 6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
  - (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
  - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential

## DSHS General Terms and Conditions

Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

(c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

- i. Encrypting email and/or email attachments which contain the Confidential Information.
- ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

**Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

**7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

**8. E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed

## DSHS General Terms and Conditions

copy of this Contract or such other ancillary agreement for all purposes.

9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.  
  
Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
16. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

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

## DSHS General Terms and Conditions

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

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

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

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

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days.

## DSHS General Terms and Conditions

The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

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

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

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

### 19. Hold Harmless.

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

### 20. Ownership of Material.

Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

### 21. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

## DSHS General Terms and Conditions

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

## 22. Termination.

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

## 23. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult

## DSHS General Terms and Conditions

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

Draft

## Special Terms and Conditions

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

## Special Terms and Conditions

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

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

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

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

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

### **4. General Requirements.**

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

## Special Terms and Conditions

appropriate for the Client and the Client's family.

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

### 5. Contractor Qualifications. The Contractor must:

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

## Special Terms and Conditions

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

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

## Special Terms and Conditions

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

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

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

**8. Additional Client Rights:**

- a. In compliance with Title VI of the Civil Rights Act of 1964, and under RCW 2.42.010, RCW 2.43.010, and RCW 49.60.010, the Contractor shall ensure that Limited English Proficient (LEP) Clients have access to a certified, or, if non-certifiable language, to an otherwise qualified language interpreter, who has successfully passed the DSHS language test. The Contractor shall also ensure that DSHS Clients have access to documents translated into the Client's primary language. To request a qualified interpreter, you must register at <https://hcauniversal.com/new-req1.a.uester-registration/> or email [scheduling@ulsonline.net](mailto:scheduling@ulsonline.net). For additional information, visit their [Provider FAQs](#) page.
- b. In compliance with the Americans with Disabilities Act (ADA) of 1990, under RCW 2.42.010 and RCW 49.60.010, the Contractor shall ensure that deaf, deaf-blind, or hard of hearing Clients have access to the services of an interpreter certified by the National Association of the Deaf (NAD) as a Sign Language Interpreter, or a qualified interpreter having a Registry of Interpreters for the Deaf (RID).

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

## Special Terms and Conditions

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

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

## Special Terms and Conditions

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

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

- 14. Background Check.** The signatory for this contract agrees to undergo and successfully complete a DSHS criminal history background check conducted by DSHS every three years or more often as required by program rule or as otherwise stated in the contract, and as required under RCW 43.20A.710, RCW 43.43.830 through 43.43.842. If the Contractor has owners, administrators, subcontractors, employees or volunteers who may have unsupervised access to Clients in the course of performing the work under this Contract, the Contractor shall require those owners, administrators, subcontractors, employees or volunteers to successfully complete a criminal history background check prior to any unsupervised access and at least every three years thereafter or more often if required by program rule or as otherwise stated in the contract. The Contractor must maintain documentation of successful completion of required background checks.
- 15. False Claims Act Education Compliance.** Federal law requires any entity receiving annual Medicaid payments of five (5) million or more to provide education regarding federal and state false claims laws for all of its employees, contractors and/or agents. If Contractor receives at least five (5) million or more in annual Medicaid payments under one or more provider identification number(s), the Contractor is required to establish and adopt written policies for all employees, including management, and any contractor or agent of the entity, including detailed information about both the federal and state False Claims Acts and other applicable provisions of Section 1902(a)(68) of the Social Security Act. The law requires the following:

Contractor must establish written policies to include detailed information about the False Claims Act, including references to the Washington State False Claims Act;

  - a. Policies regarding the handling and protection of whistleblowers;
  - b. Policies and procedures for detecting and preventing fraud, waste, and abuse;
  - c. Policies and procedures must be included in an existing employee handbook or policy manual, but there is no requirement to create an employee handbook if none already exists.
- 16. Bribes and Kickbacks.** Federal law stipulates that Medicaid participants be offered free choice among qualified providers, therefore any exclusive relationship between the Contractor and any other Medicaid service is prohibited.
- 17. State or Federal Audit Requests.** The Contractor is required to respond to State or Federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.
- 18. Drug-Free Workplace.** The Contractor agrees he or she and all employees or volunteers shall not use or be under the influence of alcohol, marijuana, illegal drugs, and/or any substances that impact the Contractor's ability to perform duties under this Contract.

## Special Terms and Conditions

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

## Special Terms and Conditions

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

### 22. Insurance.

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

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

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

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

## Exhibit A

### DDA Policies & Agreements

#### **Policies**

The following DDA Policies are hereby incorporated as Contractor Requirements.

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

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

#### **DDA Guiding Values:**

The DDA Guiding Values can be located at:

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

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

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

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

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

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

<b>AGENDA TITLE:</b>	Authorize the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and the State of Washington Department of Social and Health Services for the Recreational Opportunities Program
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services
<b>PRESENTED BY:</b>	Mary Reidy, Recreation and Cultural Services Superintendent
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Certain members of City’s Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Recreational Opportunities Program. In 2019, the City of Shoreline and DSHS Individual and Family Services (IFS) Program – Recreational Opportunities entered into an Interlocal Agreement (#9509) that allowed the City to bill DSHS for program fee reimbursement. This Interlocal Agreement is now due for renewal.

Renewing the Interlocal Agreement allows for uninterrupted service delivery of Shoreline recreation programs for qualified Specialized Recreation participants. The new Recreational Opportunities Agreement terms are the same as the prior agreement except for the dates of the agreement. The new term dates for the Recreational Opportunities Agreement would be October 1, 2022 through September 30, 2025. Tonight, staff is seeking Council authorization for the City Manager to execute this Interlocal Agreement with DSHS.

**RESOURCE/FINANCIAL IMPACT:**

This Interlocal Agreement does not have any financial impact to the City.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services for the Recreational Opportunities Program with a term of October 1, 2022 through September 30, 2025.

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

## **BACKGROUND**

Certain members of City's Specialized Recreation Program qualify for reimbursement of their program fees through the Washington State Department of Social and Health Services (DSHS) Recreational Opportunities Program. In 2019, the City of Shoreline and DSHS entered into an Interlocal Agreement that allows the City to bill DSHS for program fee reimbursement. This Interlocal Agreement (#9509) is now due for renewal. Renewing the Recreational Opportunities Program agreement allows for uninterrupted service delivery of Shoreline recreation programs for Recreational Opportunities qualified Specialized Recreation participants.

In 2021, the City had 31 Specialized Recreation participants that qualified for reimbursement from DSHS. The total amount of state reimbursement equaled \$39,969. These costs were reimbursed through the Recreational Opportunities Program and another agreement the City has with DSHS for reimbursement. Shoreline has a variety of specialized recreation offerings including weekend trips, virtual classes, special events and adult day programs for individuals with developmental disabilities. This agreement provides specialized recreation participants improved access to these programs and facilities.

## **DISCUSSION**

The new Recreational Opportunities Agreement (Attachment A) is identical to the old agreement except the dates of the agreement. The new dates for the Recreational Opportunities Agreement would be October 1, 2022 through September 30, 2025. The Recreational Opportunities Agreement can be terminated by either party with 30 days of written notice.

The ability for participants to utilize DSHS funding is one factor that makes the City of Shoreline's specialized recreation program attractive to participants. In addition, it supports accessibility to participants who do not have the ability to manage the complicated billing process themselves. Tonight, staff is seeking Council authorization for the City Manager to execute this Interlocal Agreement with DSHS.

## **RESOURCE/FINANCIAL IMPACT**

This Interlocal Agreement does not have any financial impact to the City.

## **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into an Interlocal Agreement with the Washington State Department of Social and Health Services for the Recreational Opportunities Program with a term of October 1, 2022 through September 30, 2025.

## **ATTACHMENTS**

Attachment A: DSHS Recreational Opportunities Program Interlocal Agreement

 <p>Washington State Department of Social &amp; Health Services</p> <p><i>Transforming lives</i></p>	<h2>INTERLOCAL AGREEMENT</h2> <h2>RECREATIONAL OPPORTUNITIES</h2>	DSHS Agreement Number: 2264-43692	
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number:  Contractor Contract Number: P1# 1119613 01	
CONTRACTOR NAME  City of Shoreline		CONTRACTOR doing business as (DBA)  Parks, Recreation & Cultural Service Dept - 01	
CONTRACTOR ADDRESS  17500 Midvale Ave N Shoreline, WA 98133-4921		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)  601-638-167	DSHS INDEX NUMBER  22380
CONTRACTOR CONTACT  Debra Tarry	CONTRACTOR TELEPHONE  (206) 801-2211	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS  dtarry@shorelinewa.gov
DSHS ADMINISTRATION  Developmental Disabilities Admin	DSHS DIVISION  Division of Developmental Disabilities	DSHS CONTRACT CODE  1760LP-64	
DSHS CONTACT NAME AND TITLE  Gina M. Thomas Contract Specialist		DSHS CONTACT ADDRESS  840 N Broadway 540  Everett, WA 98201	
DSHS CONTACT TELEPHONE  (425)740-6443	DSHS CONTACT FAX  (425)252-1364	DSHS CONTACT E-MAIL ADDRESS  Thomagm@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?  No		CFDA NUMBER(S)	
AGREEMENT START DATE  10/01/2022	AGREEMENT END DATE  09/30/2025	MAXIMUM AGREEMENT AMOUNT  Fee For Service	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b> <input type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE  <b>Draft - Please Do Not Sign</b>	PRINTED NAME AND TITLE  Debra Tarry	DATE SIGNED	
DSHS SIGNATURE  <b>Draft - Please Do Not Sign</b>	PRINTED NAME AND TITLE	DATE SIGNED	

## DSHS General Terms and Conditions

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

## DSHS General Terms and Conditions

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

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

## DSHS General Terms and Conditions

- b. **Certification Regarding COVID-19 Vaccination Requirements.** Contractor shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14 and all subsequent amendments. After October 18, 2021 Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by a State Agency, an operator of an Educational Setting, or an operator of a Health Care Setting as defined in the Proclamation must be fully vaccinated against COVID-19 unless they have been granted a valid disability or religious accommodation by Contractor. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.
- c. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

### 6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:

## DSHS General Terms and Conditions

- (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
- (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
- (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
  - (a) Use a Trusted System.
  - (b) Encrypt the Confidential Information, including:
    - i. Encrypting email and/or email attachments which contain the Confidential Information.
    - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

**Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**

- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
  - c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
  - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
  - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. E-Signature and Records.** An electronic signature or electronic record of this Contract or any other

## DSHS General Terms and Conditions

ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

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

13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
16. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

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

## DSHS General Terms and Conditions

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

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

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

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

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days.

## DSHS General Terms and Conditions

The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

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

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

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

### 19. Hold Harmless.

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

### 20. Ownership of Material.

Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

### 21. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
  - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

## DSHS General Terms and Conditions

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

## 22. Termination.

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

## 23. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult

## DSHS General Terms and Conditions

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

Draft

**24. Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Authorized" means approved by a DDA Case Manager as evidenced by ProviderOne authorizations or DDA PASRR Assessor.
- b. "Case Manager" means the DSHS or DDA Case Resource Manager, social worker or DDA PASRR Assessor assigned to a Client.
- c. "Client" means an individual who is approved to receive DDA services or has been determined eligible by DDA to receive PASSR services.
- d. "DDA" means the Developmental Disabilities Administration within the DSHS.
- e. "Determined to be PASRR-eligible by DDA" means having been assessed by a DDA PASRR Assessor as having a condition meeting the federal specifications for intellectual disability or related condition.
- f. "Pre-Admission Screening and Resident Review (PASRR)" means a process required by federal rule for individuals who are referred to a Medicaid-certified nursing facility (NF).
- g. "PASRR Level II" means a type of assessment performed by DDA for PASRR clients.
- h. "ProviderOne" means the Washington State Medicaid Management and Information System which is the payment system used for all Medicaid services.
- i. "Service Plan" means a Person – Centered Service Plan, Individual Service Plan or Plan of Care which are written plans for service delivery which identifies ways to meet the Client's needs with the most appropriate services or a PASRR Level II.
- j. "Transportation" means the process of transporting a Client from one location to another.
- k. "Unusual Incidents" means a change in circumstances or events that concern a Client's or NF resident's safety or well-being. These may include, but are not limited to the following: an increased frequency, intensity, or duration of any medical conditions; adverse reactions to medication; severe behavioral incidents that are unlike the Client's or NF resident's ordinary behavior; severe injury; running away; physical or verbal abuse to themselves or others.

**25. Purpose.** The purpose of this Contract is to provide Recreational Opportunities per chapter 388-832 WAC that may be available to children and adults with a developmental disability such as summer camps, YMCA activities, day trips or typical activities available in your community. Recreational Opportunities may include memberships in civic groups, clubs, crafting classes, or classes outside of K-12 school curriculum or sport activities.

**26. Qualifications.**

- a. The Contractor shall be licensed, registered, and certified as is required by law.
- b. The signatory for this Contract agrees to undergo and successfully complete a DSHS criminal history background check conducted by DSHS every two years, and as required by RCW 43.20A.710, RCW 43.43.830 through 43.43.842. If the Contractor has owners, employees or volunteers who may have unsupervised access to Clients in the course of performing the work under this Contract, the Contractor shall require those owners, employees or volunteers to successfully complete a criminal history background check prior to any unsupervised access and at least every two years thereafter.

The Contractor must maintain documentation of successful completion of required background checks.

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

a. Upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS:

- (1) Provide physical assistance, support and supervision to the Client in daily routine activities and to prevent injury to him or herself and to others;
- (2) Obtain information about the Client's essential care requirements from the parent(s) or primary caregiver(s) and ensure that the Client's needs are met while providing services;
- (3) Contact the Client's parent or primary caregiver(s) if the Contractor has not heard from them within seven (7) days of the Contractor's receipt of the service authorization to make arrangements for specific dates and times of care;
- (4) Make arrangement with the primary provider of assistance for emergency medical treatment should this become a necessity at any time;
- (5) Provide protective supervision for the Client at all times the Contractor is providing services; and
- (6) Inform the parent(s) or primary caregiver(s) of any unusual incidents (as defined above) that occur while providing services.

b. In addition to the above, the Contractor may also provide the following when authorized:

- (1) Client transportation to and from community resources and recreational activity.
- (2) Written progress reports as requested by a DDA Case Resource Manager or per other DDA procedures.

c. Complete and maintain copies of the work verification records for all services provided in accordance with the Maintenance of Records clause in the General Terms and Conditions of this Contract.

d. Provide care that assists, in a safe manner, Client participation as follows:

- (1) Understand specific directions for providing the care that an individual Client requires;
- (2) Provide services within the scope of practice for their profession/skill level;
- (3) Observe the Client for change in health status, including weakness, confusion, and loss of appetite;
- (4) Identify problem situations and take appropriate action;
- (5) Respond to emergencies without direct supervision; and
- (6) Accept the Client's individual differences and preferences when performing routine tasks.

e. DDA Clients and their families shall not be requested or required to sign, in any form, a release of

liability waiver for any services provided.

f. Ensure that Contractor or their care providers possess the following minimum qualifications:

- (1) Be eighteen (18) years of age or older;
- (2) Possess the following minimum standards of knowledge and experience:
  - (3) General knowledge of acceptable standards of performance, including the necessity to perform dependably, report punctually, maintain flexibility, and to demonstrate kindness and caring to the Client; and
  - (4) Knowledge of when and how to contact the Client's representative and the Client's Case Manager.
  - (5) Adequate skills to read, either directly or through an interpreter, understand, and implement the service's authorized plan;
  - (6) Adequate communication skills to convey and understand, either directly or through an interpreter, information required to implement the Client's written service plan and verbal instructions; and
  - (7) Adequate skills to maintain provider records of services performed and payments received.

g. Cooperate with DSHS in the evaluation of their performance under the terms of this Contract including the following:

- (1) Follow-up contact with Clients and their families, regarding their satisfaction with the services provided;
- (2) Investigation and documentation of all complaints about the service provided; and
- (3) Periodic monitoring of service documentation records and of billing and payment data.

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

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

**29. Billing and Payment.**

- a. The Contractor shall bill for authorized services using the ProviderOne payment system.
  - b. Billing instructions are located at <https://www.hca.wa.gov/billers-providers/claims-and-billing>.
  - c. The Contractor agrees to accept this payment as total and complete remuneration for services provided under this Contract to DSHS Clients.
  - d. DSHS shall not pay the Contractor for cancelled or missed appointments, nor for

scheduled hours of service when Clients are not seen or served by the Contractor.

- e. If DSHS pays the Contractor for services authorized but not provided by the Contractor the amount paid shall be considered to be an overpayment.
- f. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
- g. Payment shall be sent to the address designated by Contractor. DSHS may, at its sole discretion, terminate the Contract or withhold payments claimed by Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

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

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

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

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

**34. Additional Client Rights.**

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

b. In compliance with the Americans with Disabilities Act (ADA) of 1990, and consistent with RCW 2.42.010 and RCW 49.60.010, the Contractor shall ensure that deaf, deaf-blind, or hard of hearing Clients have access to the services of an interpreter certified by the National Association of the Deaf (NAD) as a Sign Language Interpreter, or a qualified interpreter having a Registry of Interpreters for the Deaf (RID).

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

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

**37. Insurance.**

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

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

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

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

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

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

<b>AGENDA TITLE:</b>	Action on Resolution No. 494 – Declaring a Climate Emergency		
<b>DEPARTMENT:</b>	Recreation, Cultural, and Community Services		
<b>PRESENTED BY:</b>	Cameron Reed, Environmental Services Program Manager		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

At the October 18, 2021, Council meeting, the City Council authorized the City to join the Cities Race to Zero/ICLEI150 campaign and committed to updated science-based emissions reduction targets reflecting the level of emissions reductions needed to keep global heating below the 1.5° Celsius goal of the Paris Climate Agreement and prevent the most catastrophic impacts of climate change. As part of this commitment, the Council also agreed to recognize the global climate emergency.

On August 1, 2022, the Council discussed proposed Resolution No. 494 (Attachment A), which would “declare a Climate Emergency and direct the City to take accelerated and comprehensive action to address the climate crisis.” Tonight, Council is scheduled to take action on proposed Resolution No. 494.

**RESOURCE/FINANCIAL IMPACT:**

There is no immediate cost to adopting proposed Resolution No. 494. However, there will be costs associated with implementing the actions necessary to meet the City’s emissions reduction targets. For example, there will be implications related to the City’s fleet and facility investments, for capital project planning and prioritization, updates to City zoning, development, and energy codes, and programming to support building electrification. The Climate Action Plan update currently in development will outline the cost implications of key actions. The results of the Action Plan cost analysis will be provided for Council review along with the draft Plan in October 2022.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 494 declaring a Climate Emergency.

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

## **BACKGROUND**

At the [October 18, 2021, Council meeting](#), the City Council authorized the City to join the Cities Race to Zero/ICLEI150 campaign and committed to updated science-based emissions reduction targets reflecting the level of emissions reductions needed to keep global heating below the 1.5° Celsius goal of the Paris Climate Agreement and prevent the most catastrophic impacts of climate change. At this time, the City is not on track to reach these updated science-based greenhouse gas emission reduction targets. As part of this campaign, the City also committed to recognize the global climate emergency. Staff have provided proposed Resolution No. 494 (Attachment A) for Council consideration in fulfillment of this commitment.

At the [August 1, 2022, Council meeting](#), Council discussed proposed Resolution No 494. Several Councilmembers expressed support for the proposed Resolution, and no Councilmembers expressed opposition to it. Councilmember Mork expressed interest in amending the proposed Resolution to clarify the inclusion of trees in the phrase “natural assets”, as will be described later in this staff report. Several residents provided support for inclusion of this language during public comment, in addition to also expressing support for the City’s overall climate action goals and efforts to reduce emissions.

In alignment with Council Goal #2, Action Step 6, staff are updating the Climate Action Plan to identify key strategies the City can implement to achieve the 2030 and 2050 science-based emissions reduction targets and to increase community-wide resilience to climate impacts. Staff will present a draft of the Climate Action Plan update for Council discussion in October 2022.

## **DISCUSSION**

Adopting the Declaration of Climate Emergency via proposed Resolution No. 494 is consistent with current City policy ([Comprehensive Plan Goal NE V](#), [Resolution No. 467](#), [Resolution No. 449](#)) and Council commitments and aligns with the actions of local jurisdictions in our region, across the nation, and internationally, including several local King County-Cities Climate Collaboration (K4C) member cities and the over 1,100 jurisdictions participating in the Cities Race to Zero across the world.

### **August 1<sup>st</sup> Council Discussion – Proposed Council Amendment**

As is noted above, during the August 1<sup>st</sup> Council discussion of proposed Resolution No. 494, Councilmember Mork requested an amendment to the proposed Resolution to clarify the inclusion of established trees and other ecosystem elements in the phrase “natural assets.” Councilmember Mork worked with staff to develop the following amendment language to fulfill this request:

**3. Ecosystems:** protecting and restoring the health and functioning of local ecosystems by incorporating green infrastructure in community design, protecting all natural assets, including established trees, wetlands, waterways, soils, and other ecosystem elements, and actively restoring damaged ecosystems to maximize biodiversity, stormwater management, and carbon sequestration;

Staff recommend this amendment as it clarifies the definition “natural assets” as including trees and other ecological elements.

**Amendatory Motion** - If a Councilmember is interested in moving this proposed amendment, a Councilmember would need to move to modify proposed Resolution No. 494 as follows:

***I move to amend Resolution 494, Section 2, Bullet #3, ‘Ecosystems’, to add the word “all” before the phrase “natural assets” and to add “including established trees, wetlands, waterways, soils, and other ecosystem elements” after that phrase.***

### **Answers to Council Questions from the August 1<sup>st</sup> Council Meeting**

Also at the August 1<sup>st</sup> Council meeting, Councilmembers asked the following questions about aspects of the 2021 Sustainability Report that staff could not answer during the discussion of the Report that night. Staff have provided the following responses below for Council’s information:

#### ***What are we doing to improve water quality?***

The City’s [Surface Water Utility](#) oversees maintenance, capital improvement, and community education programs that protect and improve water quality in our streams, lakes, and other waterbodies in Shoreline. Many of these programs fulfill requirements of the City’s Phase II National Pollutant Discharge Elimination System (NPDES) permit, the goal of which is water quality protection. Examples include:

- Construction sediment control (TESC) inspections to reduce risk of dirty water from construction sites,
- Illicit discharge detection and elimination (IDDE) – including spill response and cleanup,
- Inspection and required maintenance for both City-owned and privately-owned stormwater facilities and assets,
- Source control inspections, which is new City program starting in 2023, to inspect businesses and other sites deemed to be at high risk of creating stormwater pollution, and
- Education and outreach – to educate public and encourage behaviors to minimize stormwater pollution, such as picking up pet waste, no dumping in storm drains, reporting spills and water quality issues, proper car wash practices, vehicle maintenance, etc.

Many capital improvement projects also include facilities to improve water quality, such as: the NE 148<sup>th</sup> Street Infiltration Facilities, the 10<sup>th</sup> Avenue NE Stormwater Improvements, Hidden Lake Dam Removal, Pump Station 26 Replacement, and the 2022 surface water small projects. Additionally, several recent sidewalk projects (at 5<sup>th</sup> Avenue NE and 20<sup>th</sup> Avenue NW) are adding features to improve drainage and water quality by adding detention and infiltration features.

The City also goes above and beyond its NPDES permit requirements to protect water quality with the following activities:

- Fulfilling the City Salmon Safe certification, including more sustainable practices for snow/ice management, implementation of the integrated pest management policy, etc.,
- Prohibiting waterfowl feeding through a recent ordinance to stop waterfowl feeding in public park waterbodies,
- Street sweeping program (not NPDES required),
- Water quality monitoring (not NPDES required), including starting source tracking for some pollutants in some waterbodies, and
- Echo Lake Cyanobacteria Management Plan utilizing grant funding from the Washington State Department of Ecology.

Water quality scores are typically poor for urbanized streams like the ones in Shoreline. They consist of many parameters subject to natural variability and the contribution of pollution from dispersed sources and are thus very difficult to directly influence through City activities, especially over short time frames. Due to these reasons, staff acknowledge that the Sustainable Shoreline goal of achieving a Water Quality Index score of 80 or higher for all streams by 2030 is likely not achievable for every stream in the City. The indicators for the Sustainable Shoreline program were set in 2017 but are due to be updated in line with the [Climate Action Plan update](#). After the Climate Action Plan is updated, staff will begin work on updating the Sustainable Shoreline goals and indicators, including the water quality index score goal.

***What is our general watering plan for trees and what is the overall survival rate?***

The Parks Maintenance Division puts trees installed by the City in Parks or the City's Rights-of-Way on a watering schedule for at least two years or until successfully established. Watering generally occurs once a week in the summer, depending on weather and precipitation. Parks has installed permanent irrigation at several restoration areas including Richmond Beach Saltwater Park, Shoreview Park, and Westminster Park, and has provided cisterns for volunteer watering at restoration sites in Twin Ponds Park and North City Park. While staff do not currently have complete data on mortality and survival rates of planted trees, their assessment is that survival rates are generally very good for City-installed trees. However, it is important to note that many factors influence tree survival in urban environments beyond watering. For example, Parks staff have observed tree mortality from mower error, from vehicle collisions, and from vandalism. Staff expect and plan for these and other difficulties when conducting street tree planting and urban forest restoration.

***What does code require for trees planted by developers?***

Many sections of the [Shoreline Municipal Code](#) (SMC) address requirements for maintenance of landscaping elements and replacement trees for private development projects. Generally, the City requires a performance agreement and bond for required replacement trees prior to permit issuance. Some of the key requirements include:

- SMC 20.50.360(H): All required replacement trees and relocated trees shown on an approved permit shall be maintained in healthy condition by the property owner throughout the life of the project, unless otherwise approved by the Director in a subsequent permit.

- SMC 20.50.360(L): A maintenance bond shall be required after the installation of required site improvements and prior to the issuance of a certificate of occupancy or finalization of permit and following required landscape installation or tree replacement. The maintenance bond and associated agreement shall be in place to ensure adequate maintenance and protection of retained trees and site improvements. The maintenance bond shall be for an amount not to exceed the estimated cost of maintenance and protection measures for a minimum of 36 months or as determined by the Director. The Director shall exempt individual single-family lots from a maintenance bond, except where a clearing violation has occurred, or tree replacement is located within critical areas or critical area buffers.
- SMC 20.50.520(M): Trees and vegetation, fences, walls and other landscape elements shall be considered as elements of the project in the same manner as parking, building materials and other site details. The applicant, landowner or successors in interest shall be responsible for the regular maintenance of all landscaping elements in good condition.
- SMC 20.50.520(N): Applicants shall provide a landscape maintenance and replacement agreement to the City prior to issuance of a certificate of occupancy.
- SMC 20.50.370(I): Includes requirements for preventative mitigation for tree retention, including a requirement for pruning of visible deadwood, mulching, and ensuring irrigation during the summer months.

The maintenance bond is held until a maintenance landscaping inspection is complete. The City can and does fail developers for not maintaining landscaping, and their funds are held until it is corrected. Violations of these and other Code sections relating to tree protection, retention, and replacement can trigger code enforcement action.

***Do we have any metrics besides the canopy study that would include information on forest biomass?***

As part of the Climate Action Plan update, Cascadia Consulting Group conducted a sequestration analysis of Shoreline’s urban forest using the USDA Forest Service’s I-Tree Canopy Tool. This study provided a high-level estimate of the sequestration potential of Shoreline’s urban forest, which is a measure of biomass based on an average assumed rate of sequestration per area of forest. Results indicated that Shoreline’s urban forest sequesters an estimated 13,890 metric tons of CO<sub>2</sub> equivalent (MT CO<sub>2</sub>e) from the atmosphere every year and stores an estimated 413,840 MT CO<sub>2</sub>e in biomass. The City does not currently have more specific data on biomass for the entire urban forest beyond what is in this study, the [2018 Urban Tree Canopy Assessment](#), and the [2014 Urban Forest Strategic Plan](#).

**STAKEHOLDER OUTREACH**

Staff from the City’s Environmental Services Team communicated via phone and email with a representative of the Save Shoreline Trees organization to answer questions about the 2021 Sustainability Report and Climate Emergency Declaration prior to the August 1<sup>st</sup> Council meeting. At that time, staff clarified that the phrase “natural assets” was intended to include trees as well as other ecosystem elements and provided the results of the Sequestration Analysis and other information in response to questions

about the 2021 Sustainability Report, Climate Action Plan Update, and proposed Resolution No. 494. Staff continue to respond to questions from community members about these items as they are received. Staff conducted more extensive public engagement related to the Climate Action Plan update from November 2021 through July 2022. More details about this engagement can be found on the [City's Climate Action Plan Update webpage](#). As is noted above, in-depth results will be provided to the City Council along with presentation of the draft Climate Action Plan update in October 2022.

### **COUNCIL GOAL(S) ADDRESSED**

This action addresses City Council Goal #2: Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.

### **RESOURCE/FINANCIAL IMPACT**

There is no immediate cost to adopting proposed Resolution No. 494. However, there will be costs associated with implementing the actions necessary to meet the City's emissions reduction targets. For example, there will be implications related to the City's fleet and facility investments, for capital project planning and prioritization, updates to City zoning, development, and energy codes, and programming to support building electrification. The Climate Action Plan update currently in development will outline the cost implications of key actions. The results of the Action Plan cost analysis will be provided for Council review along with the draft Plan in October 2022.

### **RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 494 declaring a Climate Emergency.

### **ATTACHMENTS**

Attachment A – Proposed Resolution No. 494 Declaring a Climate Emergency

**RESOLUTION NO. 494**

**A RESOLUTION OF THE CITY COUNCIL, CITY OF SHORELINE, WASHINGTON DECLARING A CLIMATE EMERGENCY AND DIRECTING THE CITY TO TAKE ACCELERATED AND COMPREHENSIVE ACTION TO ADDRESS THE CLIMATE CRISIS.**

WHEREAS, climate change is an urgent unfolding crisis that presents a serious threat to the survival of human, animal, and plant communities and ecosystems around the world, including the City of Shoreline; and

WHEREAS, in 2022, the United Nations' Intergovernmental Panel on Climate Change issued its Sixth Assessment Report on climate change building on previous special reports and these special reports denote the need to reduce global greenhouse gas emissions, total and per capita, by approximately 45 percent from 2010 levels by 2030, achieve 'net-zero' emissions by 2050, and achieve and maintain net-negative emissions after that to hold atmospheric warming to 1.5° C so as to avoid the most catastrophic effects of climate change; and

WHEREAS, global temperatures have increased approximately 1.1° C above late 19<sup>th</sup> century levels, demonstrating that climate change is causing damage to ecosystems and communities both locally and globally as demonstrated by increased and intensifying wildfires, floods, rising seas, diseases, homelessness, species extinctions, food and potable water shortages, droughts, and extreme weather; and

WHEREAS, if unchecked, climate change will bring increasingly drastic declines to the health and prosperity of future generations, particularly for the most vulnerable communities; and

WHEREAS, the longer a delay taking definitive action to reduce carbon pollution, the greater the threat posed by climate change to current and future generations and the more costly it will be to protect and maintain the community from the effects of climate change; and

WHEREAS, the City adopted its first Climate Action Plan in 2013 and since that time has endeavored to reduce both community-wide and municipal greenhouse gas emissions; and

WHEREAS, with the passage of Resolution No. 449 on April 6, 2020, the City adopted the 2019 version of the King County-Cities Climate Collaboration (K4C) Joint Commitments and continues to work collaboratively with regional partners to advance shared actions to reduce emissions and increase resilience to climate impacts; and

WHEREAS, On October 18, 2021, the City Council authorized the City Manager to execute the necessary paperwork for the City to join the Cities Race to Zero/ICLEI150 campaign and, committed to updated science-based emissions reduction targets representing Shoreline's fair share of the emissions reductions needed to limit global warming to 1.5° C; and

WHEREAS, an inventory of 2019 greenhouse gas emissions for Shoreline and its municipal operations demonstrates Shoreline is not on track to meet the Cities Race to Zero/ICLEI150 targets, with the largest emissions sources being transportation fuel use and fossil fuel-based building heating systems; and

WHEREAS, the City's Comprehensive Plan includes Goal NE V. "Protect clean air and the climate for present and future generations through significant reduction of greenhouse gas emissions, to support Paris Climate Accord targets of limiting global warming to less than 1.5° C above pre-industrial levels;" and

WHEREAS, efforts to mitigate climate change will have many "co-benefits," such as cleaner air and water, improved health, local employment, cost savings for households, businesses, and the City, and the creation of a stronger and more resilient community; and

WHEREAS, the City adopted Resolution No. 467 in 2020, declaring the City's commitment to building an anti-racist community, and the City recognizes that vulnerable and marginalized communities have historically borne the brunt of long-standing environmental injustice, including fossil-fuel created degradation, and the City acknowledges that these communities must actively participate in the planning, decision making, and implementation of climate action and must benefit from a just transition to a sustainable and equitable economy; and

WHEREAS, the City is currently updating its Climate Action Plan to identify the most impactful actions the City can implement to reduce emissions to meet the Cities Race to Zero/ICLEI150 targets and to protect the Shoreline community from the impacts of climate change;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHORELINE AS FOLLOWS:**

**Section 1. Declaration of Climate Emergency.** The City Council of the City of Shoreline declares that a Climate Emergency threatens the health, safety, and welfare of human, animal, and plant communities within the City of Shoreline, the Puget Sound region, Washington State, the United States, and all nations.

**Section 2. City Department Directive.** The City Council directs all City departments, boards, and commissions to identify and implement the strategies necessary to reach Shoreline's updated science-based emissions reductions targets and to protect Shoreline's community from the impacts of climate change in alignment with the Climate Action Plan update currently underway, including but not limited to:

1. **Transportation, Mobility and Connectivity:** developing and enhancing infrastructure, programs, and land use patterns to reduce per capita vehicle miles traveled, accelerate the adoption of electric vehicles, and foster safe, multimodal, accessible, equitable, and clean motorized and non-motorized travel options;
2. **Building Energy:** swiftly and equitably replacing carbon-intensive, fossil fuel-based, heating sources and appliances with efficient, energy-saving systems

- powered by clean, renewable electricity, increasing efficiency of new and existing buildings and increasing access to renewable energy;
3. **Ecosystems:** protecting and restoring the health and functioning of local ecosystems by incorporating green infrastructure in community design, protecting natural assets, and actively restoring damaged ecosystems to maximize biodiversity, stormwater management, and carbon sequestration;
  4. **Zero Waste:** reducing per capita waste generation, promoting food waste recovery, and increasing reuse, recovery, and recycling to achieve zero waste of resources with economic value by 2030; and
  5. **Resilience and Preparedness:** incorporating climate resiliency measures where appropriate in all City plans and projects and providing community resources and programs to protect vulnerable populations from climate impacts.

**Section 3. Commitment to Resource Allocation.** The City Council commits to allocate the necessary resources and directs City departments to update plans, codes, and policies as needed to align with the soon to be updated Climate Action Plan and the goal of net zero community-wide greenhouse gas emissions by 2050, including through city department planning, budgeting, procurement, and other activities.

**Section 4. Participation by All.** The City Council urges and invites action from all levels of society and government to address the climate emergency, recognizing that the full participation, inclusion, support, and leadership of community organizations, faith communities, youth, labor organizations, academic institutions, indigenous groups, and racial, gender, family, immigrant and disability justice organizations and other allies are integral to the climate emergency response and mobilization efforts. The City Council commits to keeping the concerns of frontline and marginalized communities central to all Climate Action Plan implementation activities and to inviting and encouraging such communities to actively participate in the planning and implementation of all climate mobilization efforts.

**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.

**Section 8. Effective Date.** This Resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED BY THE CITY COUNCIL ON AUGUST 15, 2022.**

---

Mayor Keith Scully

ATTEST:

---

Jessica Simulcik Smith  
City Clerk

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

<b>AGENDA TITLE:</b>	Discussion of Draft Interlocal Agreement for Homeless Services with the King County Regional Homelessness Authority		
<b>DEPARTMENT:</b>	Recreation, Cultural and Community Services		
<b>PRESENTED BY:</b>	Bethany Wolbrecht-Dunn, Community Services Manager		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

In 2015, the City Council adopted Resolution No. 379 supporting King County’s proclamation of emergency regarding homelessness in King County. Since then, the City has taken several actions related to addressing homelessness in Shoreline.

Additionally, King County and the City of Seattle entered into an interlocal agreement to create the King County Regional Homelessness Authority (KCRHA). The purpose of the Authority is to address homelessness throughout King County through the consolidation of funding and coordination of services county-wide. The KCRHA was created in 2019, but faced implementation delays due to the COVID-19 pandemic. While the original interlocal agreement is between King County and Seattle, KCRHA has been working with seven distinct sub-areas within King County for planning and implementation purposes.

The goal of tonight’s discussion is to discuss the draft Interlocal Agreement for Homeless Services proposed by KCRHA, which would begin to consolidate funding for homelessness services through the Authority. Tonight, staff will be joined by KCRHA’s Sub-Regional Planning Manager, Alexis Mercedes Rinck, who will present the proposed Interlocal Agreement.

**RESOURCE/FINANCIAL IMPACT:**

This is a discussion item only and has no direct financial impact.

**RECOMMENDATION**

No action is required at this time. Staff recommends that Council review the draft KCRHA Interlocal Agreement for Homeless Services and ask questions of staff and staff from the KCRHA. If supported by Council, staff will return later this Fall with a final proposed Interlocal Agreement for Council approval.

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

## **BACKGROUND**

Since the City's incorporation in 1995, the City has provided funding to programs that serve the unhoused in our community. This has generally been funding provided through our biennial competitive funding process to agencies that have a regional footprint. However, as concern about the unhoused regionally and nationwide increased, in 2015, the Shoreline City Council adopted [Resolution No. 379](#) supporting King County's proclamation of emergency regarding homelessness in King County and the City's commitment to work with King County and partner agencies on plans to address homelessness.

While the City was working to support this Council Resolution and address homelessness in the Shoreline community, work was also proceeding between King County and the City of Seattle to improve the regional response to homelessness. This process started in 2005, when King County developed a Ten-Year Plan to End Homelessness; however, by 2015, even more people were experiencing homelessness in our region. This caused the focus to shift to develop regional strategies that were focused on:

- Keeping people from becoming homeless in the first place;
- For those that do become homeless, working to make it as brief as an experience as possible; and
- Ensuring individuals and families do not experience homelessness again.

With this shift in strategy, the King County Committee to End Homelessness became known as 'All Home', and both King County and the City of Seattle engaged in several studies and reports that found that the region's response to homelessness was "too weak to drive change." The All Home Governing Board included representatives from the region, including then Shoreline Councilmember Keith Scully.

In May 2018, King County and the City of Seattle signed a Memorandum of Understanding committing to coordinate data, analysis, Request for Proposals, and evaluation processes related to investments in homelessness services. Further, King County and Seattle worked with several philanthropic groups to fund a critical review of the region's homelessness investments and to make recommendations for any changes. Council was briefed on this progress and invited to comment on key questions related to this work during its June 17, 2019, Council meeting. More information on these regional efforts can be found in the June 17, 2019 staff report: [Discussion of the King County Homelessness System Redesign](#).

In response to the recommendations to change, the City of Seattle and King County entered into an interlocal agreement in 2019 to establish the King County Regional Homelessness Authority (KCRHA) with the goal of unifying and coordinating efforts related to the overall homelessness response system. KCRHA staff attended the August 9, 2021, Council meeting to provide an overview of the new Authority and sub-regional planning activities. More information can be found in the staff report for this Council discussion: [Discussion and Introduction of the King County Regional Homelessness Authority](#).

Additionally, a full discussion on Shoreline’s response to homelessness and the KCRHA was presented at the [April 25, 2022](#) Council meeting.

### **North King County Coalition on Homelessness and the KCRHA**

The 2020-2022 Shoreline Council Goals and Work Plan included the following Action Step related to responding to homelessness in Shoreline:

*“Council Goal 5, Action Step 7: Begin a process of developing partnerships with North King County cities and other key stakeholders in support of siting a 24/7 shelter/navigation center to serve homeless single adults in North King County.”*

Staff subsequently began work towards this Council Action Step by convening the North King County Shelter Task Force, which resulted in the opening of The Oaks Enhanced Shelter, in partnership with King County and Lake City Partners Ending Homelessness, in April 2021. At that time, Task Force members agreed that there was value in continuing as a sub-regional group to focus generally on homelessness in North King County. The group voted to become the North King County Coalition on Homelessness (Coalition) with a new chartered purpose: “To support policies and community-based efforts to provide services, shelter and/or permanent housing options for those in our communities who are experiencing homelessness. We anticipate that the Coalition will ultimately serve as sub-regional hub for the King County Regional Homelessness Authority.”

The cities of Shoreline, Lake Forest Park, Kenmore, Bothell, and Woodinville have appointed a City Council representative to the Coalition. The Coalition serves as a North King County sub-regional hub for the KCRHA as envisioned. More information about the Coalition can be found in the staff report that supported the Memorandum of Understanding that formalized the Coalition, which was approved by the Council on October 18, 2021: [Authorizing the City Manager to Enter Into the North King County Coalition on Homelessness Memorandum of Agreement](#).

The continued work of the Coalition and its interaction with KCRHA directly relates to the 2022-2024 Shoreline City Council Goal 5, Action Step 10:

*“Actively monitor developments related to the King County Regional Homelessness Authority with a particular focus on actions and resources related to sub-regional planning efforts.”*

While KCRHA continues to build systems and create large scale plans and more localized subregional plans, they are exploring ways to enrich the overall coordination of programs throughout King County. Tonight’s discussion is centered around a proposal to further the goals of the KCRHA’s to create pooled subregional funding.

### **DISCUSSION**

In the spring of this year, KCRHA staff began a discussion with the Coalition regarding the idea of developing subregional interlocal agreements with the potential to pool funding on a subregional basis in support of the goals of the KCRHA. This idea was discussed at several Coalition meetings and in separate meetings with staff from the

Coalition member cities. Those discussions led to the framework of the proposed Interlocal Agreement for Homeless Services (Attachment A) being presented tonight. The initial proposed Agreement term is four years but includes a provision for terminating the Agreement with 60 days' notice. Member cities are being asked to present the draft Interlocal Agreement to their respective city councils for discussion and possible approval prior to the start of the next biennium.

**Shoreline Funding Context**

The 2021-2022 Shoreline Human Services Funding Plan, which was approved by Council on [September 28, 2020](#), allocates \$74,362 per year for homelessness related programs. The specific homelessness related programs and the providers that operate these programs are as follows:

**Homelessness Programs in the 2021-22 Shoreline Human Services Funding Plan**

<i>Program</i>	<i>Provider</i>	<i>2022 Funding</i>
Family Shelter	Mary's Place	\$ 5,000
The Oaks Enhanced Shelter	Lake City Partners	\$ 18,612
Housing Outreach	Lake City Partners*	\$ 25,000
Housing	Hopelink	\$ 25,750
<b>Total</b>		<b>\$ 74,362</b>

*\*An additional \$35,839 from COVID response funding for Lake City Partners Housing Outreach was included in the recent 2021-2022 Biennial Budget amendment (through Ordinance No. 970), which was approved by Council on August 8, 2022.*

The proposed KCRHA Interlocal Agreement would not affect these current funds in any way. The pooled funding approach in the Agreement would be phased in over the next two biennia as follows:

- 2023-2024 Biennium** - KCRHA recognizes that cities are currently in the process of developing budgets and specific human services funding allocations for 2023/2024. Therefore, the proposal for the next biennium is that Shoreline would transfer the funding the Council approves for programs providing homelessness services to KCRHA, which would administer the contracts for those programs. Shoreline's 2023-2024 Human Services Funding Plan is scheduled to be presented to the Council for review and discussion on September 19, 2022 and does includes an increase of about \$7,000 per year in support of the Oaks Enhanced Shelter.
- 2025-2026 Biennium** - Beginning in 2025, KCRHA proposes that the City approve a total dollar amount for homelessness services overall and transfer those funds to the KCRHA. KCRHA would determine what specific programs to fund at what level with the dollars transferred, using the soon to be developed North King County Subregional Plan as a guide. Because some North King County cities do not currently contribute significant funds in support of homelessness services, KCRHA is proposing a contribution of at least \$1.20 per capita. Based on the Washington State Office of Financial Management (OFM) 2022 population estimate for Shoreline of 60,320, Shoreline's expected contribution would be \$72,384, which is right in line with the City's current contribution level. In addition, KCRHA is committed to ensuring that all funds

contributed by cities in North King County would be used to fund services focused on North King County residents.

### **ALTERNATIVES ANALYSIS**

As part of the draft Interlocal Agreement for Homeless Services, if supported by Council, Shoreline would receive quarterly metric updates, as well as a formal yearly report on services provided in Shoreline and to Shoreline residents. Other benefits include of participating in the Agreement include:

- Improved efficiency for both funders and providers,
- Fewer systems for providers to navigate for applications, reporting and invoicing, and
- Streamlined funding and contract management.

One consideration for the Council relates to the expectation beginning in 2025 that cities will transfer funds in a more general way rather than to specific programs. Staff believe the critical element related to this proposal is the final North King County Subregional Plan. Staff anticipate that the North King County Coalition on Homelessness will be heavily engaged in developing that plan to ensure that it will address the services and process needs most relevant to the residents of North King County. If so, and if the KCRHA commits to utilizing funds in support of that plan, staff believe it reasonable to allow the KCRHA to determine how to allocate City contributed funds beginning in 2025.

Given these considerations, Shoreline staff see value in participation in the Interlocal Agreement. As mentioned above, it will focus the administrative work of agencies to one funder. Shoreline will benefit with access to data on Shoreline residents being served by agencies and programs outside of the City, as well as other agencies and programs Shoreline has not traditionally funded. Additionally, this furthers the goal of a regional framework for homelessness services. Staff recommends that the Council review the North King County Subregional Plan upon its completion to evaluate the service areas that will be prioritized.

### **Tonight's Discussion**

Tonight, KCRHA's Sub-Regional Planning Manager, Alexis Mercedes Rinck, will be present at the Council meeting to present information on the proposed Interlocal Agreement and potential next steps if Council is interested in moving forward with the draft Agreement.

### **NEXT STEPS**

Staff is interested in Council's thoughts about the proposed Interlocal Agreement for Homeless Services with KCRHA in general as well as thoughts related to the specific components. KCRHA staff will be taking input from multiple cities in an effort to arrive at a mutually agreeable document. Ideally for the KCRHA, all five North King County cities will be interested in signing on to a final agreement. However, cities will have the latitude to sign on or not as they choose. Staff anticipate bringing a more final document to the Council later this Fall.

## **COUNCIL GOALS ADDRESSED**

This staff report specifically addresses the following 2022-2024 Council Goal and Action Steps:

- Council Goal #5: Promote and enhance community safety, healthy neighborhoods, and a coordinated response to homelessness and individuals in behavioral health crisis.
  - Council Goal 5, Action Step 9 – Continue to support the North King County Enhanced Shelter serving homeless adults in North King County through partnership and agreement with King County, Lake City Partners and the community; and
  - Council Goal 5, Action Step 10 – Actively monitor developments related to the King County Regional Homelessness Authority with a particular focus on actions and resources related to sub-regional planning efforts.

## **RESOURCE/FINANCIAL IMPACT**

This is a discussion item only and has no direct financial impact.

## **RECOMMENDATION**

No action is required at this time. Staff recommends that Council review the draft KCRHA Interlocal Agreement for Homeless Services and ask questions of staff and staff from the KCRHA. If supported by Council, staff will return later this Fall with a final proposed Interlocal Agreement for Council approval.

## **ATTACHMENTS**

Attachment A – Draft Interlocal Agreement for Homeless Services with KCRHA

**AGREEMENT FOR HOMELESS SERVICES**

THIS AGREEMENT FOR HOMELESS SERVICES (this “Agreement”) is effective as of January 1, 2023 (the “Effective Date”) and is among the [Cities of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, Washington], each municipal corporations (each, a “Partner City”), and the KING COUNTY REGIONAL HOMELESSNESS AUTHORITY (the “Authority”), an independent governmental administrative agency formed pursuant to RCW 39.34.030(3). The Partner Cities and the Authority are referred to herein individually as a “Party” and collectively, the “Parties.”

**RECITALS**

WHEREAS, the Authority was formed pursuant to the Interlocal Agreement for the Establishment of the King County Regional Homelessness Authority (the “Authority Interlocal Agreement”) by The City of Seattle and King County as an independent governmental agency pursuant to chapter 39.34 RCW in order to coordinate the provision of services within an equitable operational framework to individuals and families experiencing homelessness or at imminent risk of experiencing homelessness in King County; and

WHEREAS, homelessness is a regional crisis requiring local governments, nonprofits, partners and stakeholders to work together through cooperative action; and

WHEREAS, pursuant to the Interlocal Agreement, the Authority may enter into contracts with one or more Subscribing Agencies (as defined in the Interlocal Agreement) for the provision of Homeless Services (as defined in the Interlocal Agreement) subject to the conditions set forth therein; and

WHEREAS, the Parties now desire to coordinate efforts to address homelessness in the North King County sub-region where the Partner Cities are located pursuant to the terms of this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I  
DEFINITIONS**

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement:

“*Agreement*” means this Agreement for Homeless Services governing each Partner City’s consideration for, and the Services to be provided by, the Authority, as it may be amended from time to time.

“**Authority**” means the King County Regional Homelessness Authority formed by the City and the County as a separate governmental administrative agency pursuant to the Interlocal Agreement and RCW 39.34.030(3).

“**Effective Date**” means the date identified above.

“**Homeless Services**” means shelters, day centers, hygiene facilities, housing, and related services to assist customers.

“**Interlocal Agreement**” means the agreement between the City of Seattle and King County establishing the King County Regional Homelessness Authority, dated December 16, 2019, as it may be amended from time to time.

“**RCW**” means the Revised Code of Washington.

“**Resources**” means those funds or in kind services provided by an entity, including a Partner City, either through contract or donation to support the operation of the Authority or the operation of Homeless Services. The Resources to be provided by each Partner City under the term of this Agreement as consideration for the Services to be delivered hereunder are included in Exhibit B.

“**Services**” mean the Homeless Services to be provided by the Authority under the term of this Agreement, as set forth in Exhibit A.

“**State**” means the State of Washington.

## **ARTICLE II PURPOSE; TERM**

**Section 1. Purpose.** The purpose of this Agreement is to set forth the terms related to the Services to be provided by the Authority to customers in the jurisdictional boundaries of the Partner Cities, and the terms and conditions of each Partner City’s funding and/or other Resources in exchange for such Services.

**Section 2. Term.** This Agreement shall begin on the Effective Date and end four years from the Effective Date (December 31, 2026), unless terminated earlier or extended as provided herein.

## **ARTICLE III AUTHORITY RESPONSIBILITIES**

**Section 1. Authority’s Responsibilities.** Subject to the terms of this Agreement, the Authority hereby agrees to operate a unified, regional homelessness response system and to provide Services to, or on behalf of the, the Partner Cities in support of its mission to significantly

decrease homelessness throughout King County pursuant to the Interlocal Agreement. The Services to be provided by the Authority to, or on behalf of, the Partner Cities to customers under the term of this Agreement are more fully described in Exhibit A (the “Services”) and may be modified by the Parties hereto from time to time to reflect then-current levels of Resources.

**Section 2. Notice Affecting Performance.** The Authority shall promptly notify the Partner Cities in writing of any matters that could adversely affect the Authority’s ability or eligibility to continue to perform services under this Agreement.

**ARTICLE IV  
PARTNER CITY RESPONSIBILITIES**

**Section 1. Consideration and Resources.** In consideration of the Authority’s commitment to provide Services under this Agreement, each Partner City agrees to provide the Resources to the Authority and/or to align the Partner City’s provision of related services consistent with the Authority’s budget, the Five-Year Plan or successor planning document, and the Authority’s Goals, Policies, and Plans as approved by the Authority pursuant to the Interlocal Agreement. Such Resources and other consideration shall be as set forth in Exhibit B attached hereto. Exhibit B may be updated from time to time to reflect updated Resources to be provided under this Agreement.

**Section 2. Requirements Applicable to Funds.** The funds granted to the Authority under this Agreement may consist of a combination of Partner City, State, local and/or federal funding, and the Authority agrees to comply with the requirements applicable to each source of funds.

**ARTICLE V  
DOCUMENTATION OF COSTS; RECORDS; REPORTING**

**Section 1. Documentation of Costs.** The Authority shall document all costs incurred in providing Services under this Agreement with properly executed payrolls, time records, invoices, vouchers, records of service delivery, or other official documentation evidencing in sufficient detail the nature and reasonableness of such costs. All payroll and financial records pertaining to any third-party contracts funded by a Partner City shall be clearly identified and readily accessible for review by the Partner City.

**Section 2. Maintenance of Records.** The Authority shall maintain accounts and records, including personnel, property, financial, and programmatic records, records of the Services provided under this Agreement, and other such records deemed necessary by the Partner Cities to ensure proper accounting for all Partner City funds, to ensure and compliance with this Agreement. Such records shall be retained as required by the Preservation and Destruction of Public Records Act, chapter 40.14 RCW, for a period of at least six years from the expiration of the Term of this Agreement; provided, however, that for any records and documents that are the

subject of audit findings, those records shall be maintained for either years following expiration of this Agreement or until the audit findings are resolved, whichever is longer.

**Section 3. Reporting.** During the term of this Agreement, the Authority shall provide an annual report to each Partner City (which shall include a presentation to the appropriate city council and, upon request, a written report from the Authority). Such report shall include information and data specific to the North King County sub-region from HMIS, North King County planning activities of the Authority and partner agencies, progress on funding administration and outcomes. Additional council briefings are available by request.

## **ARTICLE VI COMPLIANCE WITH LAW**

**Section 1. General Requirement.** The Parties hereto shall comply with all applicable laws of the United States, the State, and the Partner Cities; rules, regulations, orders, and directives of their administrative agencies and the officers thereof; and the Interlocal Agreement, when carrying out the terms of this Agreement.

**Section 2. Inventory and Property.** Any property, equipment and furnishings for the operations of the Authority shall be acquired by the Authority as provided by law, including any applicable federal laws. If a Partner City furnishes property, equipment or furnishings for the Authority's use, title to the same shall remain with the Partner City unless that property, equipment or furnishings is acquired by the Authority.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**Section 1. Indemnification.** To the maximum extent permitted by law, each Party shall hold harmless, defend, and indemnify the other Parties, their elected officials, officers, employees, agents, and volunteers from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) that result from or arise out of the negligent acts or omissions of such indemnifying Party, its elected officials, officers, employees, agents, contractors and volunteers in connection with or incidental to the performance or non-performance of such Party's services, duties, and obligations under this Agreement.

In the event that the negligent acts or omissions of the officials, officers, agents, employees, and/or volunteers of two or more Parties in connection with or incidental to the performance or non-performance of the such Party's respective services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, each such Party shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this Agreement shall be construed to create a right in any third party to indemnification or defense.

Each Party hereby waives, as to each other only, their immunity from suit under Washington's Industrial Insurance Act, Title 51 RCW, solely to the extent necessary to provide each other with a full and complete indemnity from any claims made by the other Party's employees. This waiver of immunity was mutually negotiated by the Parties hereto.

**Section 2. Mandatory Disclaimer.** The Authority is an independent governmental agency created pursuant to an Interlocal Agreement between King County and the City of Seattle pursuant to RCW 39.34.030. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and properties of the Authority and no creditor or other person shall have any right of action against King County, the City of Seattle, or any other public or private entity or agency on account of any debts, obligations, or liabilities of the Authority unless explicitly agreed to in writing by such entity or agency.

**Section 3. Insurance.** The Authority and each Partner City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance. Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

## ARTICLE VIII WITHDRAWAL AND TERMINATION

**Section 1. Withdrawal.** [to come]

**Section 2. Termination.** This Agreement may be terminated in accordance with this Section.

a. By Agreement. The Parties may agree to terminate this Agreement at any time, without cause and for any reason, including for convenience, upon sixty (60) days' prior written notice to the other Parties. Such termination shall become effective as of 11:59 p.m. on December 31st of that current year, unless otherwise agreed to by the Parties.

b. Loss of Funding. [In the event any federal, State or local funds allocated to or by a Partner City for Services contracted for under this Agreement are or become unavailable, the Partner City will suspend without recourse the Authority's obligation to render the related Services under this Agreement and the Partner City's obligation to pay for such Services, by providing 90 days prior written notice to the Authority as provided herein, specifying the effective period of such suspension, or by modifying the applicable Exhibits to this Agreement to reflect such loss of funding and corresponding modification to Services to be provided.]

c. Termination of Interlocal Agreement. In the event the City of Seattle and King County elect to terminate the Interlocal Agreement, this Agreement shall terminate as of the date of termination of the Interlocal Agreement.

**Section 2. Effect of Termination or Expiration.**

a. Return of Unused Funds. Upon termination or expiration of this Agreement, the Parties shall coordinate the return of any disbursed and unused funds back to each Partner City. Costs incurred by the Authority prior to the date of termination or expiration shall be considered used funds for purposes of this subsection.

b. Coordination of Contracts. Upon termination or expiration of this Agreement, all existing contracts funded with Partner City funds pursuant to this Agreement shall be either assigned to the Partner City or terminated, to be determined by the applicable Partner City in its sole discretion. At least 60 days prior to termination or expiration of this Agreement, the Authority shall provide each Partner City with a current list of contracts funded by the Partner City, together with the total contract value, the contract term, the source of funding for each such contract, and any additional information requested by the Partner City. The Parties shall work together and, to the extent necessary, in consultation with King County to coordinate the assignment and termination of all such contracts on or prior to termination of this Agreement.

c. Notification to Contract Holders. Upon termination, the Authority shall promptly notify the Contract Holders of such termination, and of the intended assignment of the Contract Holder's contract to the Partner City or intended contract termination date.

**ARTICLE IX  
MISCELLANEOUS**

**Section 1. Notice to the Parties.** Any formal notice or communication required to be given under this Agreement shall be deemed properly given if delivered either by physical or electronic means (to email addresses designated by the Parties from time to time), or if mailed postage prepaid and addressed to:

If to [\_\_\_\_\_]:

[Notice Address]

If to [\_\_\_\_\_]:

[Notice Address]

If to the Authority:

King County Regional Homelessness Authority  
Attn: Marc Dones  
400 Yesler Way, Ste. 600  
Seattle, Washington 98004  
Email: marc@kcrha.org

Each Party may update its notice information by providing written notice to the other Party.

**Section 2. Representatives.** The individuals listed above are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party.

**Section 3. Amendments to Agreement.** No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and executed by duly authorized agents of each Party. The Parties acknowledge and agree that amendments may be necessary to ensure the provision of services by the Authority aligns with the principles set forth in the Interlocal Agreement.

**Section 4. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State. Venue for any action brought under this Agreement shall be in the Superior Court for King County.

**Section 5. Contractual Relationship.** The relationship of the Authority to the Partner Cities shall be that of an independent contractor, and the Authority agrees that no employee of the Authority shall be deemed or claimed to be an employee of the Partner Cities for any purpose. This Agreement does not authorize the Authority to act as agent or legal representative of any Partner City for any purpose whatsoever. The Authority is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of a Partner City or to bind a Partner City in any manner whatsoever.

This Agreement is to facilitate the provision of Services. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement.

**Section 6. Integration.** This Agreement, together with all Exhibits hereto, contains all of the terms and conditions agreed upon by the Parties relating to the subject matter of this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

**Section 7. Severability.** In the event any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be effected or impaired thereby.

**Section 8. No Third-Party Beneficiary Rights.** The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

**Section 9. Waiver.** No covenant, term, or condition or breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Neither the acceptance by a Partner City of any performance by the Authority after the time the same shall have become due nor payment to the Authority shall constitute a waiver by the Partner City of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Partner City in writing.

**Section 10. Assignment.** This Agreement may not be transferred or assigned by the Parties without the prior written consent of the other Parties, which may be withheld in such Party's sole discretion.

**Section 11. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and together such counterparts will constitute one and the same instrument.

**Section 12. Negotiated Agreement.** The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship of this Agreement.

**Section 13. Conflict with Interlocal Agreement.** In the event of a conflict between this Agreement and the Interlocal Agreement, the terms of the Interlocal Agreement shall prevail.

**Section 14. Additional Parties.** Municipalities, local governments and public agencies within the region in which the other Parties are located may, on execution of an addendum or amendment to this Agreement and approval of Resources to be provided to the Authority, become a Party to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

KING COUNTY REGIONAL HOMELESSNESS AUTHORITY, a Washington governmental administrative agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[PARTNER CITY]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A  
SERVICES**

As the single regional entity responsible for coordinating the homelessness response for King County, the Authority shall seek to significantly decrease the incidence of homelessness throughout King County in accordance with the guiding principles established by Article IV, Section 3 of the Interlocal Agreement. To achieve this mission, the Authority shall support, create, and implement solutions to homelessness in the boundaries of the Partner Cities by providing leadership, advocacy, planning and management of program funding.

Services to be provided by the Authority to the Partner Cities shall include:

- For the 2023-2024 budget cycle, Partner Cities who have made funding awards made by their respective city council will be honored and maintained in amount as described in Exhibit B; however beginning January 1, 2023, the Authority shall be responsible for the administration and oversight of the applicable service contract. The Partner City shall take such steps as necessary to assign such responsibility to the Authority.
- For the following years, funding decisions will be made by the Authority in alignment with sub-regional planning activities.
- Allowable expenditures
  - In furtherance of maintaining investment into the North King County sub-region, dollars pooled within the North King County sub-region under the terms of this Agreement shall only be administered to the following agencies which the Authority has determined as serving North King County residents and customers:
    - Lake City Partners Ending Homelessness
    - Hopelink
    - Mary's Place
    - Congregations for the Homeless
    - The Sophia Way
    - Catholic Community Services
    - Camp Unity Eastside
    - Camp United We Stand
    - LifeWire
    - Friends of Youth

If as of the Effective Date, a Partner City does not have a service provider or fundable program within its jurisdictional boundaries, the pooled funding will be administered to one or more of the service providers listed above.

**EXHIBIT B**

**FUNDING AND PAYMENT/RESOURCES**

The Partner Cities Agree to provide funding into the Authority to administer the terms of the Agreement. Throughout the Agreement, the contribution amount will be determined as described below. Each Partner City shall include its respective contribution in its approved budget, subject to city council approval.

For the 2023 - 2024 budget cycle:

- Partner Cities that have historically funded homelessness response organizations and have issued requests for proposals for this budget cycle will maintain their investment amount. The Authority may advise on a recommended funding contribution informed on HMIS data; however, Partner Cities will not be required to exceed their historical contribution levels.
- Partner Cities that have historically not funded homelessness response organizations shall allocate funding based on the average per-capita investment from the Partner Cities that have funded homelessness response.

For 2025 - 2026 budget cycle:

- Each Partner City will provide a funding allocation earmarked to the Authority with opportunity for its city council to allocate additional funding to the Authority.
- The Authority will provide a funding contribution recommendation informed by HMIS data and sub-regional planning efforts to make informed recommendations based on needs of North King County residents.

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

<b>AGENDA TITLE:</b>	Discussion of the Preliminary Draft Transportation Element Update		
<b>DEPARTMENT:</b>	Public Works		
<b>PRESENTED BY:</b>	Nytasha Walters, Transportation Services Manager		
<b>ACTION:</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

**PROBLEM/ISSUE STATEMENT:**

The City of Shoreline (City) is currently updating its Transportation Element (TE) and Transportation Master Plan (TMP) to better serve the Shoreline community’s current and future transportation needs. The TE and TMP updates will provide a framework to guide investments in existing and new transportation infrastructure and programs over the next 20 years in accordance with the community’s transportation priorities.

To date, the TMP project team has assessed existing conditions and needs, conducted three rounds of public outreach, developed the TE/TMP Vision and Goals, created a draft project evaluation framework, developed the preferred auto level of service policy, developed the draft Automobile, Pedestrian, Bicycle, Transit, and Shared-use Mobility Hub Plans, prepared the draft project prioritization process, and developed the draft TE/TMP project list.

Tonight, staff will provide Council with an update on the project prioritization process and draft TE/TMP project list as well as a briefing on the preliminary draft TE update.

**RESOURCE/FINANCIAL IMPACT:**

There is no additional financial impact associated with the continued work on this project.

**RECOMMENDATION**

There is no action required tonight; this meeting will provide an update on the project prioritization process and draft TE/TMP project list as well as a briefing on the preliminary draft TE Update for Council’s feedback.

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

## **INTRODUCTION**

The TE and TMP updates will provide a framework to guide investments in existing and new transportation infrastructure and programs over the next 20 years in accordance with the community's transportation priorities. The TE and TMP updates will be developed through close collaboration between City staff, stakeholders, and the public, as well as the Planning Commission and Council, to help improve mobility and quality of life.

This is the eighth in a series of briefings to Council about the TE and TMP updates.

On May 24, 2021, Council discussed and agreed with the vision and goals for the TE and TMP updates. More information can be found in the following staff report: [Discussion of the Transportation Master Plan Update](#).

On November 22, 2021, Council discussed and agreed with the project evaluation framework for the TE and TMP updates. More information can be found in the following staff report: [Discussion of the Transportation Master Plan Update](#).

On March 7, 2022, Council discussed and agreed with the preferred auto level of service policy for the TE and TMP updates. More information can be found in the following staff report: [Discussion of the TMP Update: Draft Auto Level of Service](#).

On March 28, 2022, Council discussed the draft prioritization metrics and performance measures for the TE and TMP updates. More information can be found in the following staff report: [Discussion of the Transportation Master Plan Update: Draft Prioritization, Performance Measures, and Outreach Approach](#).

On April 4, 2022, Council discussed the TE/TMP draft Transit, Shared-use Mobility, and Pedestrian Plans. More information can be found in the following staff report: [Discussion of the Transportation Master Plan Update: Draft Transit, Shared-use Mobility, and Pedestrian Plan](#).

On April 18, 2022, Council discussed the TE/TMP draft Bicycle Plan. The staff report for that discussion can be found at the following link: [Discussion of the Transportation Master Plan Update: Draft Bicycle Plan](#).

And on July 18, 2022, Council discussed the preliminary data-driven project prioritization process, and the draft TE/TMP project list. The staff report for that discussion can be found at the following link: [Discussion of the Draft Prioritized Transportation Project List](#).

This report provides an overview to tonight's presentation and discussion about the project prioritization process, the draft TE/TMP project list, and the preliminary draft TE update.

## **BACKGROUND**

The City is currently updating its TE and TMP to better serve the community's current and future transportation needs. The TE/TMP supports all forms of travel – by foot, bicycle, skateboard, scooter, stroller, wheelchair, transit, motorcycle, automobile, etc. With the upcoming arrival of light rail transit, new and higher frequency bus service, new pedestrian/bicycle connections, and land use changes and growth, the TE and TMP updates provide an opportunity to further align transportation vision, goals, objectives, and policies with the City's Comprehensive Plan.

The TE and TMP updates will guide transportation investments and define the City's future transportation policies, programs, and projects for the next 20 years. Using the TE and TMP as a guide, the City can assess the relative importance of transportation projects and programs and schedule their planning, engineering, and construction as growth takes place within Shoreline and the need for improved and new facilities is warranted. The TE and TMP updates also establish project prioritization methodology to be included in future Transportation Improvement Plans (TIPs) and Capital Improvement Plans (CIPs).

The last update to the TMP was in 2011 and the last update to the TE was in 2012. The TE must be updated to align with the City's Comprehensive Plan periodic update by 2024 to meet the Growth Management Act requirements, maintain the City's eligibility for pursuing future grant funding, and set transportation policies for guiding the development of Shoreline. The TMP also needs to be updated to be in sync with the TE update.

Starting with the currently in-process update to the TE and TMP, the TE will no longer reference the TMP. The TE will meet the State requirements without referencing the TMP. The TMP will continue to include the more technical details that are not required by the State to be included in the Comprehensive Plan or TE. This unbundling will allow greater flexibility for staff to bring possible updates on procedures and technical specifications to respond to changes in the transportation system to Council faster than current requirements allow.

### **TE and TMP Schedule Updates**

In fall 2020, the City launched a multi-year process to update the TE and TMP and anticipated having both finalized by the end of 2022. With the unbundling of the TE and TMP, the adoption for the TMP schedule has shifted slightly. The current schedule has adoption of the TE update by the end of 2022 and the finalization of the TMP update in early 2023. This allows staff adequate time to finish all the State mandated elements for the TE before shifting their attention to finalizing the TMP.

To date, the project team has assessed existing conditions and needs; conducted Outreach Series 1, 2, and 3; developed the TMP Vision and Goals; created a draft project evaluation framework; developed the preferred auto level of service policy; developed the draft Automobile, Pedestrian, Bicycle, Transit and Shared-use Mobility Hub Plans; prepared a draft transportation project list and ran an initial draft prioritization analysis of the project list; and produced the preliminary draft TE Update.

The following schedule shows key milestones for the TE and TMP update process.



## **DISCUSSION**

Since the start of work on the TE and TMP updates, staff has engaged with community members and stakeholders through public outreach events and activities. Tonight, we will provide Council with a status update on project prioritization process, the draft TE/TMP project list, and the preliminary draft TE update.

### **Draft Project Prioritization Process**

Since the City operates within a finite set of resources, it is important to develop a transparent, equitable, and data-driven process for prioritizing implementation of the transportation projects over the next 20 years.

Over the course of the TE/TMP Update process, the project team has developed project prioritization criteria based on the TE/TMP vision and goals, Council goals, City policies, and community feedback. The intent is to use the prioritization criteria to score a list of potential transportation projects to see if they are a high, medium, or low priority. Ultimately, the team will use the prioritization results to develop a draft financially constrained list of priority projects to be included in the TE and TMP updates.

On March 28, 2022, City staff presented the draft project prioritization process and performance measures. More information on this discussion can be found in the following staff report: [Discussion of the Transportation Master Plan Update: Draft Prioritization, Performance Measures, and Outreach Approach](#).

During Outreach Series 3, the City conducted a survey to gain the community's input on the prioritization process. Overall, a total of 427 people participated in the survey. Among other questions, the survey described the TE/TMP prioritization framework and asked participants how important each of the draft priorities were to them.

On July 18, 2022, City staff presented the draft point system for the project prioritization criteria. More information on this discussion can be found in the following staff report: [Discussion of the Draft Prioritized Transportation Project List](#). During the July 18 Council discussion, staff received feedback to further explain the rationale of the draft prioritization criteria point assignments and specifically explain how the criteria of Connectivity and Multimodality interact and support weighting of the interrelated climate resiliency criteria reflects the community's priority for climate resiliency from the Outreach Series 3 survey results.

All the prioritization criteria are important. While staff’s recommended approach to prioritization criteria point spread differs from survey participants, it aligns with most of the participants’ top priority for Safety and similarly ranks most of the participants’ priority for Community Vibrancy as a lower priority. While most of the survey participants marked Equity as a fourth-place priority, staff recommended Equity as the second highest priority because it is a Council Goal. Staff noted that most of survey participants ranked Connectivity and Climate Resiliency as second and third place priorities, respectively. Staff recommended giving Connectivity and Multimodality equal weighting of criteria points, so they are tied for a third-place ranking. While the staff recommended placement of Climate Resiliency appears last in the ranking, it is important to note that Connectivity, Multimodality, and Climate Resiliency are interrelated criteria.

Per Council feedback, staff added a Climate Resiliency prefix to the criteria of Connectivity and Multimodality, and retained Climate Resiliency as Built Environment metrics to capture climate resiliency metrics not captured in the preceding two criteria to explicitly show these criteria are interrelated. With this revised naming convention, *Climate Resiliency-Built Environment* metrics assign project points for areas of surface water vulnerabilities and heat island. *Climate Resiliency-Multimodality* and *Climate Resiliency-Connectivity* metrics assign points for projects that build better pedestrian, bicycle, and transit connections which, in turn, helps reduce transportation-related greenhouse gas emissions by encouraging taking other travel modes than driving.

Figure 1 below compares the community’s aggregated responses to the survey’s question about priorities with the staff recommendation presented at the Council Meeting on July 18, 2022 and the revised staff recommendation which adds a Climate Resiliency prefix to show the interrelated criteria.

Figure 1: Updated Prioritization Point Spread Comparison

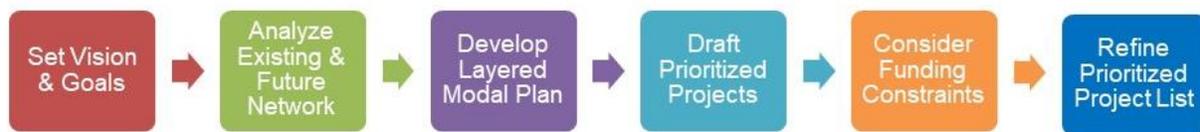
Outreach Series 3 Results			Presented at 7/18 Council Meeting			Revised - Adds Climate Resiliency Prefix to Interrelated Criteria		
Outreach Series 3 Survey Results	Survey Points	% of total points	Staff Draft Recommendation	Criteria Points	% of total points	Staff Draft Recommendation	Criteria Points	% of total points
1 <sup>st</sup> - Safety	253	23%	1 <sup>st</sup> - Safety - Council goal and City Target Zero policy	20	28%	1 <sup>st</sup> - Safety - Council goal and City Target Zero policy	20	28%
2 <sup>nd</sup> - Connectivity	205	19%	2 <sup>nd</sup> - Equity - Council goal	18	25%	2 <sup>nd</sup> - Equity - Council goal	18	25%
3 <sup>rd</sup> - Climate Resiliency	185	17%	3 <sup>rd</sup> - Connectivity	12	17%	3 <sup>rd</sup> - Climate Resiliency* - Connectivity	12	17%
5 <sup>th</sup> - Multimodality	150	14%	4 <sup>th</sup> - Multimodality	12	17%	4 <sup>th</sup> - Climate Resiliency* - Multimodality	12	17%
4 <sup>th</sup> - Equity	157	14%	5 <sup>th</sup> - Community Vibrancy	6	8%	5 <sup>th</sup> - Community Vibrancy	6	8%
6 <sup>th</sup> - Community Vibrancy	142	13%	6 <sup>th</sup> - Climate Resiliency	4	6%	6 <sup>th</sup> - Climate Resiliency* - Built Environment	4	6%
<b>Total</b>	<b>1092</b>		<b>Total</b>	<b>72</b>		<b>Total</b>	<b>72</b>	

\*Climate Resiliency prefix appears in several categories to show interrelated climate resiliency metrics without double counting points.

**Development of the Draft Project List**

The process (see Figure 2 below) of developing the draft project list started from the outset of the TE/TMP update.

Figure 2: TE/TMP Project List Development Process



At the beginning of the TE/TMP update process, the project team with the community, Council, and Planning Commission developed the TE/TMP vision and goals to set the direction of the City’s future transportation network.

To establish baseline conditions, the project team inventoried the existing transportation network. The project team also performed a future travel demand analysis to identify capacity projects needed to accommodate the TE/TMP proposed Level of Service (LOS) standards for intersections and roadway segments.

From there, the team developed the draft Pedestrian, Bicycle, Transit, Shared-use Mobility Hub, and Automobile Plans using a Complete Streets approach to define types of facilities that are needed for all travel modes. Then, the project team identified where there are gaps between the existing and future multimodal transportation network by layering the draft modal plans as well as the Sidewalk Prioritization Plan (SPP).

It is worth noting that the SPP was early work to the TE/TMP update. The SPP differs from the Pedestrian Plan in that the SPP prioritizes the implementation of roughly 75 miles of new sidewalk projects whereas the Pedestrian Plan is a comprehensive plan of the City’s existing and future planned sidewalks as well as unimproved right of way, trails, and pedestrian/bicycle bridges. The SPP was layered with all the other modal plans to create the draft project list. If a SPP project coincided with a need for an intersection improvement, a multimodal corridor project or a bicycle project, then it was incorporated into the larger project on the draft project list.

When the TE and TMP are adopted, there will continue to be a need for the SPP as it identifies "stand alone" new sidewalk projects that could be competitive for pursuing small works grants. In addition, the SPP will continue to be a source for coordinating future City capital projects and private development projects.

The project team used the identified “gaps” to create a draft list of 175 projects that includes the following project categories:

- *Intersections (I)*
- *Multimodal Corridors (MMC)*
- *Unimproved Right-of-Way (R)*
- *Trail Along the Rail (TAR)*
- *Trail Connection (T)*
- *Bridge Project (B)*
- *Shared-use Mobility Hubs (SUM)*

Next, the team ran the list of draft projects through the prioritization process to get an initial ranking of high, medium, or low priority projects. City staff presented the draft project prioritized map and list at the July 18, 2022 City Council meeting.

Over the summer, the project team will develop high-level cost estimates for the draft list of projects and consider what the City can afford over the next 20 years. Since the City will not be able to fund all 175 draft projects over the next 20 years, TE and TMP updates will include a financially constrained project list to guide the implementation of priority projects.

Using the prioritization results and the high-level cost estimates, City staff will return to Council in early September with a City staff recommendation of the refined project prioritized list to be included in the TE and TMP updates. Once the TE update is adopted, the City will use the financially constrained project list as a guide for selecting projects for implementation through future Transportation Improvement Plans (TIPs) and Capital Improvement Plans (CIPs).

### **Preliminary Draft TE Update**

Attachment A is the preliminary draft TE update. It contains the City's transportation vision, goals, policies, existing conditions, existing and future travel demand model, and modal plans. It also includes the project prioritization process, a list of draft priority projects, and a preliminary funding analysis. Please note, for the TE Update to comply with State requirements it must include a financially constrained priority list of projects. Over the summer, City staff will refine the list of draft priority projects based on what the City can realistically afford. City staff will return to Council in early September with a financially constrained priority list of projects and any other significant changes for inclusion in the TE update. The draft TE update will have a public hearing on September 15, 2022 and move through the Council adoption process by the end of 2022.

## **PUBLIC AND STAKEHOLDER ENGAGEMENT**

Public involvement is an essential component of the TMP update process. There continues to be multiple opportunities throughout the process for the public and stakeholders to learn about future transportation needs, envision improvements, and give feedback.

To date, the City has conducted three outreach efforts. In [Outreach Series 1](#), the City asked the public about their transportation needs and priorities. In [Outreach Series 2](#), the City asked the public where they would like to see improvements for walking, bicycling, riding transit, using shared-use mobility devices, and driving. In Outreach Series 3, the City asked for public feedback on draft Pedestrian, Bicycle, Transit, Shared-use Mobility Hub, and Automobile Plans as well as input on the draft prioritization metrics and performance measures. The project team has reviewed all of the Outreach Series 3 comments and prepared a TE/TMP Outreach Series 3 Summary report which is posted on the project website this summer at:

<https://www.shorelinewa.gov/tmp>.

The draft TE update will have a public hearing on September 15, 2022 and move through the Council adoption process by the end of 2022. For the TMP, the project team anticipates conducting Outreach Series 4 in late 2022 or early 2023 to share the draft TMP document with the public before finalizing it in 2023.

### **NEXT STEPS**

Over the summer 2022, the project team will refine the draft TE/TMP project list based on what the City can reasonably afford over the next 20 years and refine the preliminary draft TE Update based on feedback from the Council, the Planning Commission, and the public. The team plans to return to Council in early September to present an updated financially constrained TE/TMP priority project list.

As part of the 2022 Comprehensive Plan Amendment Docket process, the draft TE update will have a public hearing on September 15, 2022 and move through the Council adoption process by the end of 2022.

### **COUNCIL GOAL(S) ADDRESSED**

The TE and TMP updates support all five of the 2022-2024 City Council Goals and directly supports the following City Council Goals:

- *Goal 2: Continue to deliver highly-valued public services through the management of the City's infrastructure and stewardship of the natural environment.*
- *Goal 3: Continue preparation for regional mass transit in Shoreline.*
- *Goal 4: Expand the City's focus on equity and social justice and work to become an Anti-Racist community.*

### **RESOURCE/FINANCIAL IMPACT**

There is no additional financial impact associated with the continued work on this project.

### **RECOMMENDATION**

There is no action required tonight; this meeting will provide an update on the project prioritization process and draft TE/TMP project list as well as a briefing on the preliminary draft TE Update for Council's feedback.

### **ATTACHMENTS**

Attachment A – Preliminary Draft Transportation Element (TE) Update

## INTRODUCTION

The Transportation Element provides a framework that guides transportation investments over the next 20 years to support the City of Shoreline 2024 Comprehensive Plan and comply with the Washington State Growth Management Act. This Transportation Element identifies a roadmap for creating a welcoming and functional system for all users, including people walking, biking, using shared-use mobility devices, riding transit, as well as driving, in accordance with the Shoreline transportation vision and goals, which were developed with the community and endorsed by Shoreline City Council in May 2021.

### Transportation Vision:

*Shoreline has a well-developed multimodal transportation system that offers safe and easy travel options that are accessible for everyone, builds climate resiliency, and promotes livability. This system has been developed over time, informed by a robust, inclusive dialogue with the community.*

- **Goal 1: Safety**  
Make Shoreline's transportation system safe and comfortable for all users, regardless of mode or ability.
- **Goal 2: Equity**  
Ensure all people, especially those whose needs have been systemically neglected<sup>1</sup>, are well served by making transportation investments through an anti-racist and inclusive process which results in equitable outcomes.
- **Goal 3: Multimodality**  
Expand and strengthen the multimodal network, specifically walking, bicycling, and transit, to increase the number of safe, convenient, reliable, and accessible travel options.
- **Goal 4: Connectivity**  
Complete a network of multimodal transportation connections to and from key destinations such as parks, schools, community services, commercial centers, places of employment, and transit.
- **Goal 5: Climate Resiliency**  
Increase climate resiliency by promoting sustainability, reducing pollution, promoting healthy habitats, and supporting clean air and water.
- **Goal 6: Community Vibrancy**  
Foster livability by evoking a sense of identity through arts/culture, attracting and sustaining desired economic activity, and accommodating the movement of people and goods.

Several national, state, and regional agencies influence transportation mobility options in Shoreline, including the United States Department of Transportation, Washington State Department of Transportation, Puget Sound Regional Council, King County Metro, Sound Transit, and Community Transit. One purpose of the Transportation Element is to guide how the City focuses strategic efforts in local

---

<sup>1</sup> People who have been systemically neglected in the transportation and planning process are those who have not historically been served or have been typically underrepresented like Black, Indigenous People of Color (BIPOC), youth, older adults, people with disabilities, people with low incomes, and people with limited English language skills.

investments to create a connected, multimodal transportation system that utilizes regional transportation facilities and services.

The Transportation Element is designed to provide insight into the City's intentions and commitments, so that public agencies and individual households can make decisions, coordinate development, and participate in achieving a shared vision. It also provides the foundation for development regulations contained in the Shoreline Development Code and Engineering Development Manual.

In addition to the regulatory guiding framework of the Transportation Element, the City is also adopting a Transportation Master Plan (TMP) in 2023. While separate from this Transportation Element, the TMP shares the same vision, goals, and guidance but provides more detailed implementation actions to provide a cohesive long-range blueprint for travel and mobility in Shoreline.

## OUTREACH PROCESS

This Transportation Element is the product of a robust public outreach process that has benefited from thousands of voices, spanning the full spectrum of Shoreline's diverse communities. The outreach process is summarized below:

- **Goals for Mobility (Outreach Series 1):** In early 2021, community members were asked what transportation issues are most important to them. Community members participated via online survey, two virtual open houses, and through numerous smaller, community meetings. This outreach led to the development of the transportation vision and six goals, which guided the identification and prioritization of capital projects and programs.
- **Planning a System for All (Outreach Series 2):** In mid-2021, the City gathered feedback from community members on modal networks in an effort to accommodate all modes of travel. Like Phase 1, this phase included an online survey, virtual open house, and small group meetings. Community members provided specific input on challenging locations for walking, biking, taking transit, and driving. Community members also provided feedback on key destinations they wanted to reach via transit or by shared use mobility devices.
- **How to Prioritize the System (Outreach Series 3):** In early 2022, the City returned to the community with draft modal plans (i.e., draft plans to accommodate people walking, biking, riding transit, using shared-use mobility hubs, and driving) and project prioritization criteria, which were informed by input received in Phases 1 and 2. The community was able to provide input about whether each draft modal plan invested too much, too little, or was about right. Community members were also able to weigh in on the prioritization criteria, in terms of which criteria are most important to consider in evaluating and ultimately prioritizing projects. This outreach phase included physical popup displays at key community gathering spaces and online informational videos and survey.
- **Recommended TE Update (Public Hearing):** In mid-2022, the draft TE update will have a Public Hearing for public comment and the Planning Commission's recommendation to proceed with Council adoption by the end of 2022. This draft TE update will contain the City's transportation vision, goals, and modal plans. It will also include the project prioritization process and a financially constrained list of draft priority projects.

In incorporating public input at critical milestones throughout its development, this Transportation Element intends to be a community-driven document that supports the City vision for a complete and inclusive transportation system that provides reliable, safe, equitable, and sustainable travel choices.

## POLICIES

The following policies serve as the foundation of Shoreline's Transportation Element, providing guidance on actions the City can take to advance the Transportation Vision and Goals.

### Climate Resiliency

T1. Work to reduce vehicle miles traveled (VMT) and transportation-related greenhouse gas emissions in line with the level needed to meet emission reduction goals in the Climate Action Plan.

T2. Reduce the impact of the City's transportation system on the environment through expanded zero-emission vehicle use and active transportation options and identify opportunities to increase electric vehicle charging infrastructure when planning and designing transportation projects and facilities, on City rights-of-way or adjacent property(s), or through other transportation policies and programs.

T3. Emphasize transportation investments that provide and encourage alternatives to single occupancy vehicle travel and increase travel options, especially to and within King County [candidate] Countywide Centers<sup>2</sup> and along corridors connecting centers.

T4. Continue to implement the City's Commute Trip Reduction Plan as well as evaluate, implement, and advocate for other parking management and transportation demand management strategies that support the goal of reducing VMT.

T5. Plan, design, and construct transportation projects and facilities to avoid or minimize negative environmental impacts and to increase climate resiliency to the maximum extent feasible.

T6. Use Low Impact Development (LID) techniques, except when determined to be infeasible. Explore opportunities to expand the use of natural stormwater treatment in the right-of-way through partnerships with public and private property owners. Leverage green stormwater infrastructure (GSI) to expand and connect pedestrian/bicycle path networks for alternative transportation routes, including connections to the Interurban Trail.

T7. Create a safer and more enjoyable travel experience as well as reduce air pollution and ambient temperatures by increasing tree plantings along public right of way and planting tree species that will be more resilient to climate impacts.

T8. Identify opportunities to increase climate resilience when planning and designing transportation projects and facilities. Include features that improve surface water management, reduce urban heat island

---

<sup>2</sup> Countywide growth centers serve important roles as places for equitably concentrating jobs, housing, shopping, and recreational opportunities. These are often smaller downtowns, high-capacity transit station areas, or neighborhood centers that are linked by transit, provide a mix of housing and services, and serve as focal points for local and county investment. On December 1, 2021, the Growth Management Planning Council (GMPC) approved the City of Shoreline's 148th St. Station Area, 185th St. Station Area, Shoreline Place, and Shoreline Town Center as candidate Countywide Centers. Jurisdictions with candidate Countywide Centers are expected to fully plan for their centers as a part of the 2024 comprehensive plan periodic update or in parallel local planning efforts.

effects, and equitably increase services to the extent possible - especially in areas with identified climate impacts.

T9. Build and grow partnerships - with other public and private organizations and agencies - that support mode shift and a sustainable, resilient transportation system.

T10. Develop a resilient, multimodal transportation system that protects against major disruptions and climate change by developing recovery strategies and by coordinating disaster response plans.

T11. Modify design standards for the transportation system as needed to ensure that future land use development and transportation improvements increase city-wide resilience to climate change.

T12. Coordinate land use and transportation plans and programs with other public and private stakeholders to encourage parking management, vehicle technology innovation, shifts toward electric and other cleaner, more energy-efficient vehicles and fuels, integration of smart vehicle technology with intelligent transportation systems, and greater use of mobility options that promote climate resiliency and/or reduce VMT.

### Community Vibrancy

T13. Evaluate and implement innovative and robust economic development, land use and transportation plans, policies and projects that promote climate resiliency and community vibrancy.

T14. Explore strategies to effectively manage curbside space for a variety of uses such as ride-share, buses, pedestrians, freight delivery, commerce, and other needs.

T15. Plan and implement the transportation system improvements utilizing urban street design principles in recognition of the link between mobility with urban design, safety, economic development, equity, and community health.

T16. Actively engage the public, especially historically underserved populations, during all phases of the development/update/improvement of a transportation service or facility to identify and reduce negative community impacts.

T17. Implement a strategy for regional coordination that includes the following activities:

- Identify important transportation improvements in Shoreline that involve partners and form strategic alliances with potential partners, such as adjacent jurisdictions, like-minded agencies, and community groups;
- Create seamless pedestrian, bicycle, and transit connections across city borders;
- Participate in federal, state, regional, and county planning, budget, and appropriations processes that will affect the City's strategic interests;
- Develop partnerships with the local business community and other local groups/stakeholders to advocate at the federal, state, and regional level for common interests.

### Equity

T18. Provide accessible and affordable transportation for all, especially historically underserved populations, to enable equitable distribution of transportation resources, benefits, costs, programs and services.

T19. Develop new data collection focused on capturing individual and household travel cost, travel time, trips not taken, access to different travel options, and access to key resources across different demographic groups to better inform more equitable decision making.

T20. As feasible, partner with community organizations and/or community members to develop and tailor language access strategies that work for a particular limited/non-English speaking community.

T21. Explore the feasibility of parking management programs, shared parking strategies, and/or subsidized ORCA cards programming as new low-income housing units are being developed; addressing the transportation needs as development occurs, not after units are built.

T22. Explore how to prioritize investments in underserved communities experiencing significant levels of traffic-related air pollution.

### Safety

T23. In conjunction with the Washington State Target Zero Plan, prioritize transportation planning, design, improvement, and operational efforts with the goal of achieving zero serious or fatal injury collisions.

T24. Adopt a Target Zero policy specific to the City of Shoreline and consistent with regional programs including the Washington State Target Zero Plan.

T25. Prioritize pedestrian, bicyclist, and other vulnerable user safety over vehicle capacity improvements.

T26. Use engineering, enforcement, and educational tools to improve safety for all transportation users.

T27. Use data-driven and evidence-based approaches to guide transportation safety investments.

T28. Routinely update City engineering design standards and design roadways consistent with injury minimization and speed management techniques.

T29. Utilize the Street Light Master Plan to guide ongoing public and private street lighting investments.

### Pedestrian System

T30. Implement the Pedestrian Plan through a combination of public and private investments by using the Sidewalk Prioritization Plan and ADA Transition Plan as guides.

T31. When identifying transportation improvements, prioritize construction of sidewalks, walkways, pedestrian crossings, and trails, including increasing the number of pedestrian-oriented connections and safe crossings that reduce barriers and make walking trips more direct.

T32. Utilize existing undeveloped right-of-way to create pedestrian paths and connections where feasible.

T33. Design and construct roadway improvements to be accessible by all, minimize pedestrian crossing distances, create convenient and safe crossing opportunities, reduce pedestrian exposure to vehicle traffic, and lower vehicle speeds.

T34. Continue an engagement program to inform people about options for walking in the City and educate residents about pedestrian safety and health benefits of walking. This program should include coordination or partnering with outside agencies.

## Bicycle System

T35. Implement the Bicycle Plan. Develop a program to construct and maintain a connected bicycle network that is safe and comfortable for people of all ages and abilities, connects to essential destinations, provides access to transit, and is easily accessible.

T36. Design and construct all roadway improvements to be consistent with the future bike network vision and, when deemed safe and feasible, use short-term improvements, such as signage and markings, to identify routes when large capital improvements identified in the Bicycle Plan will not be constructed for several years.

T37. Along trails and other low stress (LTS 1 and 2) bicycle facilities, encourage development that is supportive of bicycling and oriented toward the bikeways.

T38. Develop guidelines for the creation of bicycle and scooter parking facilities.

T39. Develop a public outreach program to inform people about bicycle safety, health benefits of bicycling, and options for bicycling in the City. This program should include coordination or partnering with outside agencies.

T40. Establish an ongoing funded capital program to construct the Bicycle Plan and support pursuit and implementation of grant opportunities.

## Transit System

T41. Make transit a more convenient, appealing, and viable option for all trips where community members desire to use it and create safe, easily accessible first and last mile connections to transit through implementation of the Transit Plan.

T42. Monitor the level and quality of transit service in the City, and advocate for more frequent service and associated capital improvements to increase transit reliability as appropriate.

T43. Work with transportation providers to develop a safe, reliable, and effective multi-modal transportation system to address overall mobility and accessibility. Maximize the people-carrying capacity of the surface transportation system.

T44. Support and encourage the development of additional high-capacity transit service in Shoreline.

T45. Continue to install and support the installation of transit-supportive infrastructure.

T46. Work with Metro Transit, Sound Transit, and Community Transit to start planned transit service as early and effectively as possible in order to develop bus service plans that connect people to light rail stations, high-capacity transit corridors, shared-use mobility hubs, Park & Ride lots, King County [candidate] Countywide Centers (148<sup>th</sup> St. Station, Shoreline Place, Town Center, 185<sup>th</sup> St. Station), and any future key destinations if identified.

T47. Promote livable neighborhoods near high capacity transit through land use patterns, transit service, and transportation access.

T48. Encourage development that is supportive of transit, and advocate for expansion and addition of new frequent bus routes in areas with transit-supportive densities and uses.

T49. Support transit planning efforts based on criteria guided by the City's preferred land use, population and employment distribution, and opportunities for redevelopment. Preserve right-of-way for future high-capacity transit service.

T50. Partner to ensure provisions of first/last mile services, such as microtransit, flex-services, and other mobility options that connect people between transit and destinations.

### Roadway System

T51. Design City transportation facilities with a primary purpose of moving people and goods via multiple modes (component of Complete Streets<sup>3</sup>), including automobiles, freight trucks, transit, bicycles, and walking, with vehicle parking identified as a secondary use, and utilizing natural stormwater management techniques and landscaping (component of Green Streets) where appropriate.

T52. In accordance with Complete Streets Ordinance No. 755, new or rebuilt streets shall accommodate, as much as practical, right-of-way use by all users.

T53. Direct delivery service and trucks and other freight transportation to appropriate streets so that they can move through Shoreline safely and reliably.

T54. Routinely update development standards to mitigate the impact of growth on the City's transportation infrastructure; encourage and incentivize Transportation Demand Management (TDM) strategies.

T55. Improve the street grid network to maximize multi-modal connectivity throughout the City.

T56. Develop a regular maintenance program and schedule for all components of the transportation infrastructure. Maintenance schedules should be based on safety/imminent danger and preservation of transportation resources.

T57. Ensure that maintenance and operation of the existing and proposed transportation network is included in transportation planning and design.

T58. Use roadway maintenance and preservation work, including paving and restriping, to install short-term and planned long-term improvements.

### Concurrency and Level of Service

#### Vehicle LOS Policy

T59. Adopt Level of Service E (LOS E) at intersecting arterials within King County [candidate] Countywide Centers and Highways of Statewide Significance and Regionally Significant State Highways (I-5, Aurora Avenue N, and Ballinger Way). For all other intersecting arterials, adopt LOS D. For evaluating planning level concurrency and reviewing traffic impacts of redevelopment, intersections that operate worse than the identified standard will not meet the City's established concurrency threshold. The level of service shall be calculated with the delay method described in the most recent edition of the Transportation Research Board's Highway Capacity Manual. Adopt a supplemental LOS for Principal and Minor Arterials that limits the volume to capacity (V/C) ratio to 1.1 or lower within King County [candidate] Countywide Centers, and

<sup>3</sup> A "complete street" is one that is designed, operated, and maintained to enable safe and convenient access and travel for all users including pedestrian, bicyclists, transit users, and people of all ages and abilities, as well as freight and motor vehicles while protecting and preserving the community's environment and character.

0.9 or lower for all other Principal and Minor Arterials in the City's jurisdiction. The V/C measurement applies to a segment of roadway between arterial intersections.

These LOS standards apply throughout the City unless an alternative LOS standard is identified in the Transportation Element for intersections or road segments, where an alternate LOS has been adopted in a subarea plan, or for Principal or Minor Arterial segments where:

- Widening the roadway cross-section is not feasible, due to significant topographic constraints; or
- The improved roadway configuration balances increased congestion with safety, climate resiliency, and active transportation mobility benefits.

Arterial segments meeting at least one of these criteria as identified in June 2022 are:

- Meridian Ave N from N 155<sup>th</sup> Street to N 175<sup>th</sup> St
- Meridian Ave N from N 175<sup>th</sup> Street to N 185<sup>th</sup> St

### **Pedestrian LOS Policy:**

T60.1. Construct sidewalks per the LOS standards outlined in Table 1.

Table 1. Pedestrian LOS Standards for Principal, Minor, and Collector Arterials

Component	Single-Family Residential Land Use	Other Land Uses
Minimum Sidewalk Width	6 feet	8 feet
Minimum Amenity Zone/Buffer Width (not including frontage zone <sup>4</sup> )	5 feet	5 feet

*\*Deviations from these standards may apply subject to approval by the City Engineer.*

T60.2. Establish a connected and complete pedestrian network by constructing the sidewalks and trails outlined in the Sidewalk Prioritization Plan (SPP).

### **Bicycle LOS Policy:**

T61.1. Establish the Bicycle Plan to connect major destinations, transit stops and stations, and residential, commercial/retail centers, and employment centers.

T61.2. Establish sufficient, safe, and convenient bicycle parking and security to support trips made by bicycle.

### **Transit LOS Policy:**

T62.1. Advocate for transit service that is aligned with Shoreline land use and demographics as presented in the Transit Plan.

T62.2. Make bus stop facilities more comfortable and secure to encourage ridership.

<sup>4</sup> The area adjacent to the property line where transitions between the public sidewalk and the space within buildings occur.

T62.3. Prioritize capital improvements along City streets to facilitate transit speed and reliability.

#### **Shared-use Mobility Hub Policy:**

T63.1. Provide mobility hubs at locations that support the City's equity, climate resiliency, transportation, and land use goals.

T63.2. Prepare for shared-use mobility service in Shoreline, including providing guidance for how and where that service is provided.

#### **Concurrency Policy**

T64. Adopt a transportation concurrency program that advances construction of multimodal transportation facilities in Shoreline.

T65. Coordinate with the County and neighboring jurisdictions to implement concurrency strategies and provide for mitigation of shared traffic impacts through street improvements, signal improvements, intelligent transportation systems improvements, transit system improvements, or transportation demand management strategies.

#### **Transportation Improvements**

T66. Complete the multimodal transportation network by implementing prioritized projects using the following criteria:

- Safety
- Equity
- Multimodality
- Connectivity
- Climate Resiliency
- Community Vibrancy

T67. Consider and coordinate the construction of new capital projects with upgrades or projects needed by utility providers operating in the City.

T68. Pursue corridor studies on key corridors to determine improvements that address safety, capacity, mobility, climate resiliency and support adjacent land uses.

T69. Implement projects that address improvements noted in planning studies or reports for the City's corridors including 145th Street, 175th Street, 185th Street, Meridian Avenue, Trail Along the Rail, Annual Traffic Report (or TIP would be an ok substitution as that's where the larger recommendations from ATR end up) and sidewalk and bicycle networks.

#### **Funding**

T70. Aggressively seek grant opportunities to secure regional and federal funding to help implement high-priority projects in the Shoreline TMP.

T71. Support efforts at the local, regional, state, and federal level to increase funding for the transportation system.

T72. Ensure City staff have the resources to identify and secure funding sources for transportation projects, including shared use mobility, bicycle and pedestrian projects.

T73. Update the citywide Transportation Impact Fee (TIF) program to fund multi-modal growth related transportation improvements, and when necessary, use the State Environmental Policy Act to provide traffic mitigation for localized development project impacts.

T74. Adequately fund maintenance, preservation, and safety for the City's multimodal transportation system, especially those facilities used by the most vulnerable users, including those walking and rolling.

## Transportation Context

The Transportation Element is being created as part of the City of Shoreline Comprehensive Plan update process. As required under the Washington State Growth Management Act, the Transportation Element is the compliance document that will be adopted into the Shoreline Comprehensive Plan, the centerpiece of local planning. As part of developing the Transportation Element, the City reviewed existing and future conditions for transportation in Shoreline. By having insight into how Shoreline will grow in the future, the City can plan for how the transportation system will need to evolve to accommodate the interests and needs of all current and future transportation users.

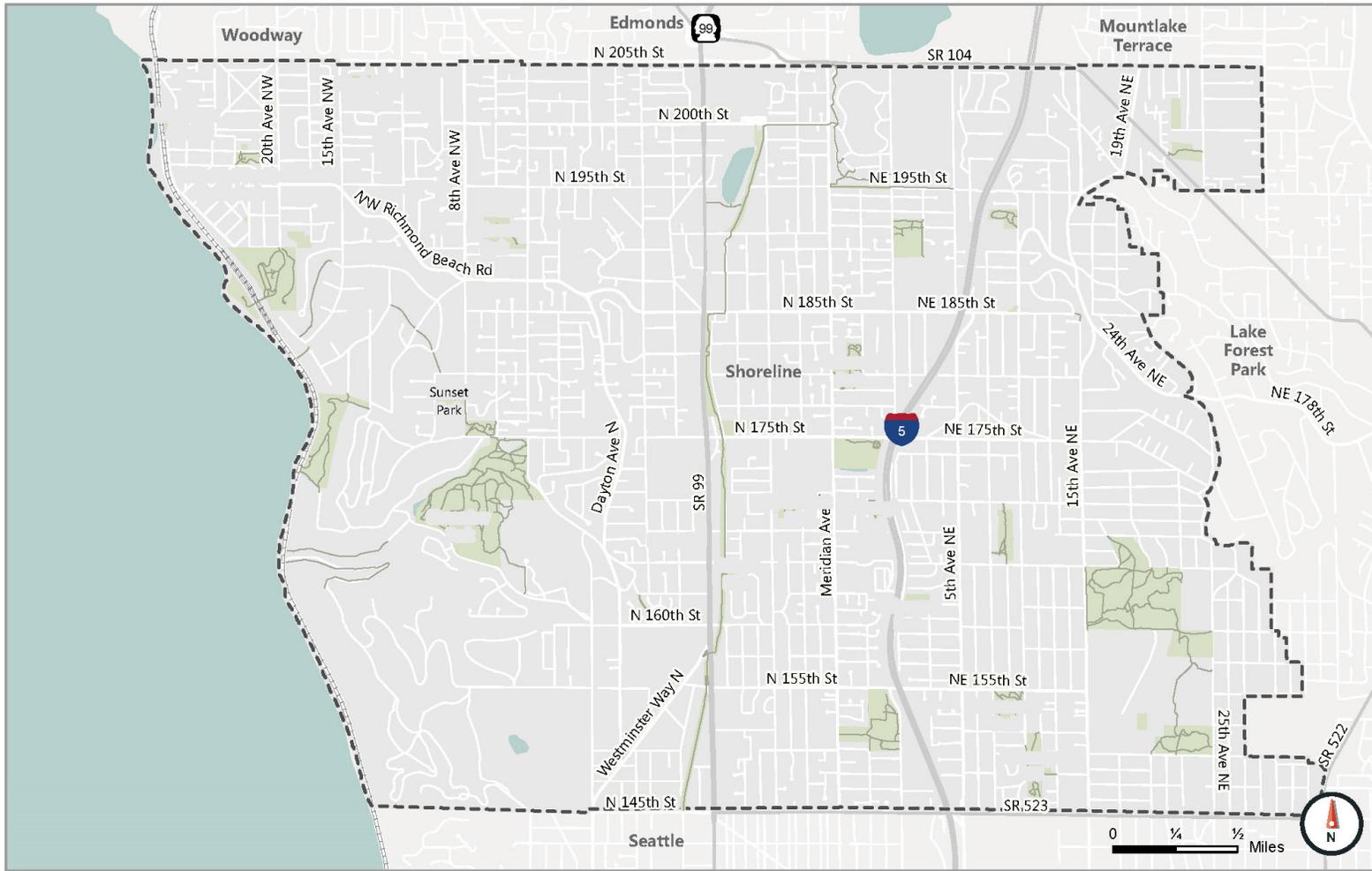
Part of that evolution will be a multimodal transportation system that accommodates all users, including people walking, bicycling, riding transit, using shared mobility devices, and driving. To help achieve this, the City has developed goals, policies, and implementation strategies that identify how to improve and expand the Shoreline transportation system with the following products:

- Modal networks that show complete systems for mobility throughout the City;
- Projects needed to accommodate growth over the next twenty years;
- A funding strategy to pay for the identified improvements; and
- Ongoing implementation and monitoring to ensure that adequate transportation facilities will be in place as growth occurs.

## Shoreline Profile

Shoreline became a city in 1995. As shown in **Figure 1**, Shoreline is bordered on the west by Puget Sound, on the north by the communities of Woodway, Edmonds, and Mountlake Terrace, on the east by Lake Forest Park, and to the south by the City of Seattle. Shoreline covers approximately 11.74 square miles and has a population of more than 56,000 residents. The City is currently primarily residential with more than 70 percent of the households being single-family residences but is continuing to grow and redevelop. Shoreline is made up of 14 well-defined neighborhoods, each with its own character. Over the years, the Shoreline community has developed a reputation for strong neighborhoods, excellent schools, and abundant parks. The City of Shoreline offers classic Puget Sound beauty and the convenience of suburban living with the attraction of nearby urban opportunities.

Figure 1. City of Shoreline



-  City Boundary
-  Trail
-  Park

## Demographics

A Transportation Element needs to serve the entire community, so it is critical to understand who lives in Shoreline and what their needs are. A person's mobility needs and priorities vary greatly depending on their individual circumstance. For instance, a low-income resident may not have the finances for all transportation options; they may not own a car and might rely on public transit, creating different needs than someone who commutes by car. Someone who doesn't speak English may require different accommodations than native English speakers. Someone who uses a wheelchair may require more accessible accommodations than someone who doesn't use mobility devices. As Shoreline's population becomes increasingly diverse, understanding and responding to these distinctions becomes more important as time goes on. The following sections describe the current demographics in Shoreline.

### *Income and Poverty*

In 2019, the Shoreline median household income was \$86,827, an increase of 31.5% over 2015. However, median incomes differ significantly by race and ethnicity. Households of all races and ethnicities except White/Caucasian make less than the citywide median income. Households that identify as "Asian alone" are close to the median incomes (0.9% less than the citywide median), while American Indian and Alaska Native households have a median household income of 43.7% less than the citywide median.

In 2019, roughly 4,300 people or 7.7% of the Shoreline population were experiencing poverty. This was a significant decline from previous years; however, the COVID-19 pandemic has likely impacted poverty in Shoreline, though this data is not yet available.

### *Housing*

Renters are much more likely than homeowners to spend more than 30% of their income on housing costs, a metric known as cost burden.

- 26.9% of homeowner households in Shoreline are cost-burdened.
- 52.6% of renter households in Shoreline are cost-burdened.

### *Race/Ethnicity*

As of 2019, residents who identify as "White alone" comprised 64.1% of Shoreline's population. From 2010 to 2019, the absolute size of all racial/ethnic groups increased, in conjunction with overall population increases.

- Residents who identify as American Indian or Alaska Native alone increased by the largest percentage, with an increase of 113.7%. However, this group comprises only 0.6% of Shoreline's total population.
- Residents who identify as White alone increased by the smallest percentage, with an increase of 1.2%.
- From 2010 to 2019, residents who identify as Hispanic or Latino of any race increased by 56.5%, or an additional 1,624 individuals since 2010. This group represents 8.0% of the Shoreline total 2019 population.

### *Age*

In 2019, the 35 to 39-year-old segment represented the largest share of the Shoreline population, and the median age was 41.8 years. Residents aged 60 and older made up 25% of Shoreline's population.

### *Foreign-Born Population*

Approximately 12,100 Shoreline residents have birthplaces outside of the United States. From 2018 to 2019, Shoreline's foreign-born population increased by 8.0%, and by 18.6% over the last five years. Of residents born outside the United States, 52.6% were born in Asia.

### *Language*

According to 2019 demographics, some Shoreline residents speak English less than "very well." These residents are most likely to speak Spanish or Chinese, with an estimated 1,350 speaking Spanish and an estimated 900 speaking Chinese.

### *Land Use*

Shoreline is comprised of distinct areas with varying land uses. Shoreline has 409 acres of parkland, including 41 park areas and facilities. Shoreline is primarily residential in character with over half of its land area developed with single-family residences. Commercial development stretches along Aurora Avenue, with other neighborhood centers located at intersections of primary arterials, such as NE 175th Street at 15th Avenue NE in North City, NW Richmond Beach Road at 8th Avenue NW, and 5th Avenue NE at NE 165th Street in Ridgecrest. The areas on either side of Interstate 5 (I-5) near NE 145th Street and NE 185th Street are designated as station areas, which are planned for mixed-use redevelopment in conjunction with the new light rail stations and transit investments.

### *Future Land Use*

The Shoreline Comprehensive Plan anticipates adding 13,330 additional households and 10,000 new jobs in the City by 2044. This will result in a total of 36,570 households and 30,020 jobs in the City in 2044. To support this Transportation Element update, the City evaluated the transportation needs of these future community members through travel demand forecasting and multimodal analysis. The City envisions most of this growth occurring in the four designated [candidate] Countywide Centers, which are locations with zoned densities that can support high-capacity transit and benefit from robust networks for walking, biking, and accessing shared mobility devices, as envisioned by this Transportation Element.

### *Transportation Network*

The following sections document transportation networks within the City and discuss identified opportunities for improvement. The Shoreline transportation network accommodates various modes for getting around, including walking, bicycling, taking public transit, and driving, among others, and commercial needs such as freight transport.

### *Street Network*

Shoreline's street network is comprised of a variety of roadway types, which balance vehicle capacity with the needs of other uses (people walking, bicycling, and taking transit), and connects all users to local and regional facilities. **Table 2** describes the different types of roadways in Shoreline, also called street classification, and **Figure 2** maps their locations in Shoreline.

Table 2: City of Shoreline Street Classification

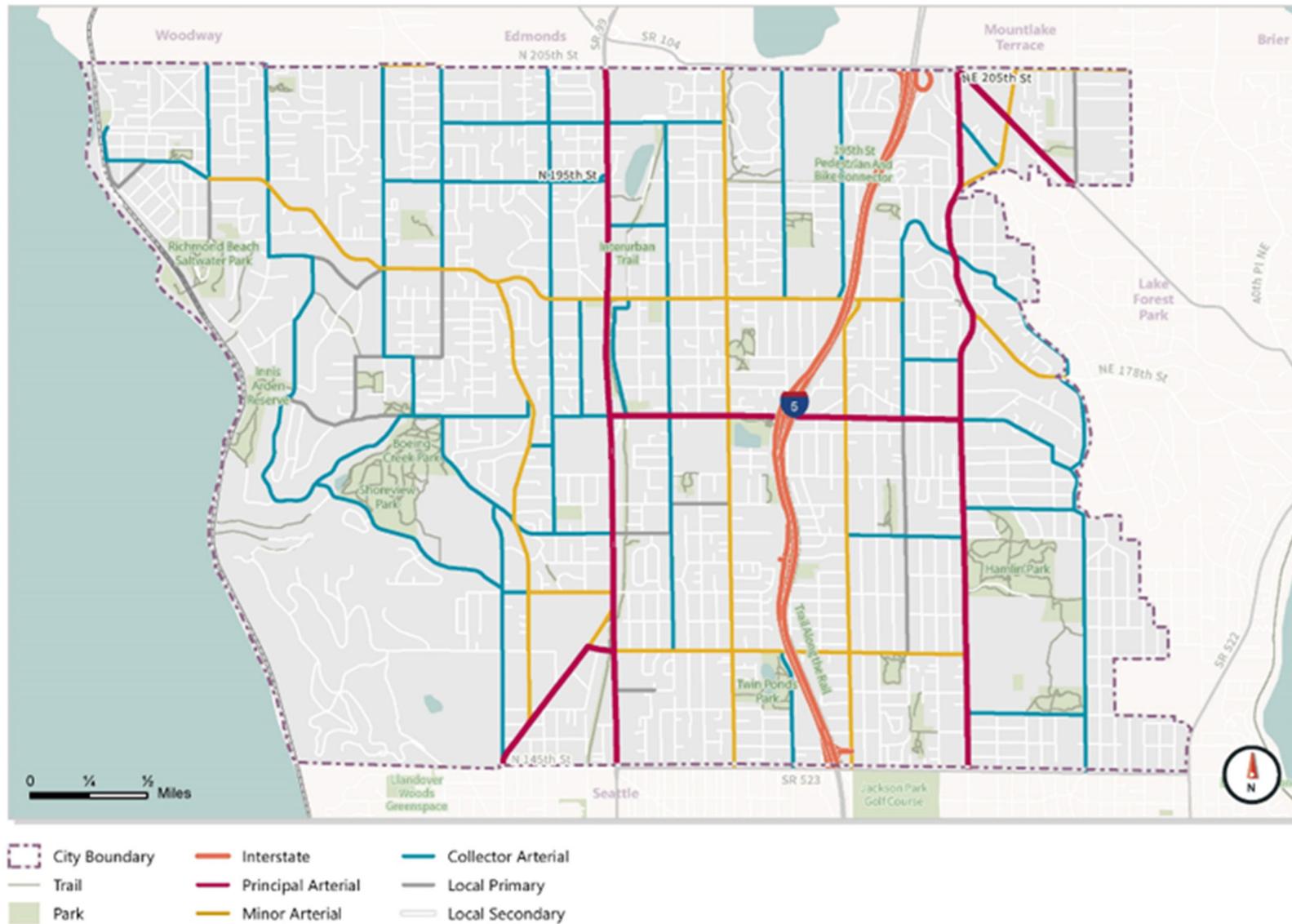
Type	Description <sup>1</sup>	Examples	Photo
<b>Principal Arterial</b>	Principal Arterials are roadways that provide a high degree of vehicular mobility with more restricted access and have regional significance as major vehicular and transit travel routes that connect between cities within a metropolitan area. They generally have sidewalks on both sides of the roadway, and some have bicycle facilities. Speed limits on Principal Arterials in Shoreline range from 25-40 mph.	Aurora Avenue N, N/NE 175th Street from Aurora Ave N to 15 <sup>th</sup> Ave NE, and 15th Avenue NE	 <p>Aurora Avenue N</p>
<b>Minor Arterial</b>	Minor Arterials are generally designed to provide a high degree of intra-community connections and are less significant from a perspective of regional mobility, but many also provide transit service. They generally have sidewalks on at least one side of the roadway, and some have bicycle facilities. Speed limits on Minor Arterials in Shoreline are 30-35 mph.	Meridian Avenue N, N/NE 185th Street from Fremont Ave N?? To 10 <sup>th</sup> Ave NE, and NW Richmond Beach Road from 20 <sup>th</sup> Ave NW to Fremont Ave N	 <p>Meridian Avenue N</p>
<b>Collector Arterial</b>	Collector Arterials assemble traffic from the interior of an area/community and deliver it to the closest Minor or Principal Arterial. Collector Arterials provide for both mobility and access to property and are designed to fulfill both functions. Some Collector Arterials provide transit service, sidewalks, and bicycle facilities, but there are gaps. The speed limit on Collector Arterials in Shoreline is 25-35 .	Greenwood Avenue N, Fremont Avenue N from N 165 <sup>th</sup> Street to NW 205 <sup>th</sup> Street, and NW Innis Arden Way	 <p>Greenwood Avenue N</p>

Type	Description <sup>1</sup>	Examples	Photo
<p><b>Local Primary</b></p>	<p>Local Primary roadways connect traffic to Arterials, accommodate short trips to neighborhood destinations and provide local access. They generally do not have transit service, sidewalks, or bicycle facilities. The speed limit on Local roadways in Shoreline is 25 mph.</p>	<p>25th Avenue NE from Ballinger Way NE to NE 205<sup>th</sup> Street, N 167th Street from Ashworth Ave N to Meridian Ave N, and 10<sup>th</sup> Ave NE from NE 155<sup>th</sup> St to NE 175<sup>th</sup> Street.</p>	 <p>10th Avenue NE</p>
<p><b>Local Secondary</b></p>	<p>Local Secondary roadways provide local access. They generally do not have transit service, sidewalks, or bicycle facilities. The speed limit on Local roadways in Shoreline is 25 mph.</p>	<p>Wallingford Avenue N, 11th Avenue NE, 12th Avenue NE, NE 158<sup>th</sup> Street</p>	 <p>NE 158<sup>th</sup> Street</p>

Source: Shoreline TMP, 2011; Google Maps, 2020

<sup>1</sup> Speed limits for specific facilities can be found in the Shoreline Municipal Code 10.20.010

Figure 2. Existing Street Classification



*Existing Vehicle Congestion*

The operational performance of intersections within Shoreline is measured using a standard methodology known as level of service (LOS). LOS represents the degree of congestion at an intersection based on a calculation of average delay per vehicle at a controlled intersection, such as a traffic signal or stop sign. Individual LOS grades are assigned on a letter scale, A-F, with LOS A representing free-flow conditions with no delay and LOS F representing highly congested conditions with long delays.

**Table 3** shows the definition of each LOS grade from the 6th Edition Highway Capacity Manual (HCM) methodology, which is based on average control delay per vehicle. Signalized intersections have higher delay thresholds compared with two-way and all-way stop-controlled intersections. HCM methodologies prescribe how delay is measured at different types of intersections: for signalized and all-way stop intersections, LOS grades are based on the average delay for all vehicles entering the intersection; for two-way stop-controlled intersections, the delay from the most congested movement is used to calculate LOS. LOS is usually calculated for the busiest hour of the day, or “peak hour”, to represent the worst observed conditions on the roadway.

Table 3: Intersection LOS Criteria Based on Delay

Level of Service	Signalized Intersections (seconds per vehicle)	Stop-Controlled Intersections (seconds per vehicle)
<b>A</b>	<= 10	<= 10
<b>B</b>	> 10 to 20	> 10 to 15
<b>C</b>	> 20 to 35	> 15 to 25
<b>D</b>	> 35 to 55	> 25 to 35
<b>E</b>	> 55 to 80	> 35 to 50
<b>F</b>	> 80	> 50

Source: 6th Edition Highway Capacity Manual

The City's 2011 TMP identified LOS standards for the City's roadway network. In general, it required LOS D operations at signalized intersections along arterial streets and at unsignalized intersecting arterials for most streets. Additionally, the 2011 TMP identified a volume to capacity (V/C) ratio of 0.90 or lower for principal and minor arterials (V/C measures segments of roadway). The V/C ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). If a roadway has a V/C of 1.0, the roadway is operating at full capacity. The V/C ratio on one leg of an intersection may exceed 0.90 when the intersection operates at LOS D or better. The 2011 TMP recognized certain streets where these standards may not be achievable due to topographical, land ownership, or other feasibility constraints. As described later in this chapter, this Transportation Element revises these standards for City-owned roadway facilities.

In addition to City facilities, there are also state-owned roadway facilities in Shoreline. The LOS standards for these facilities are assigned by the Washington State Department of Transportation (WSDOT) and are as follows:

- SR 99 has a LOS standard of D
- SR 523 has a LOS standard of E mitigated<sup>5</sup>

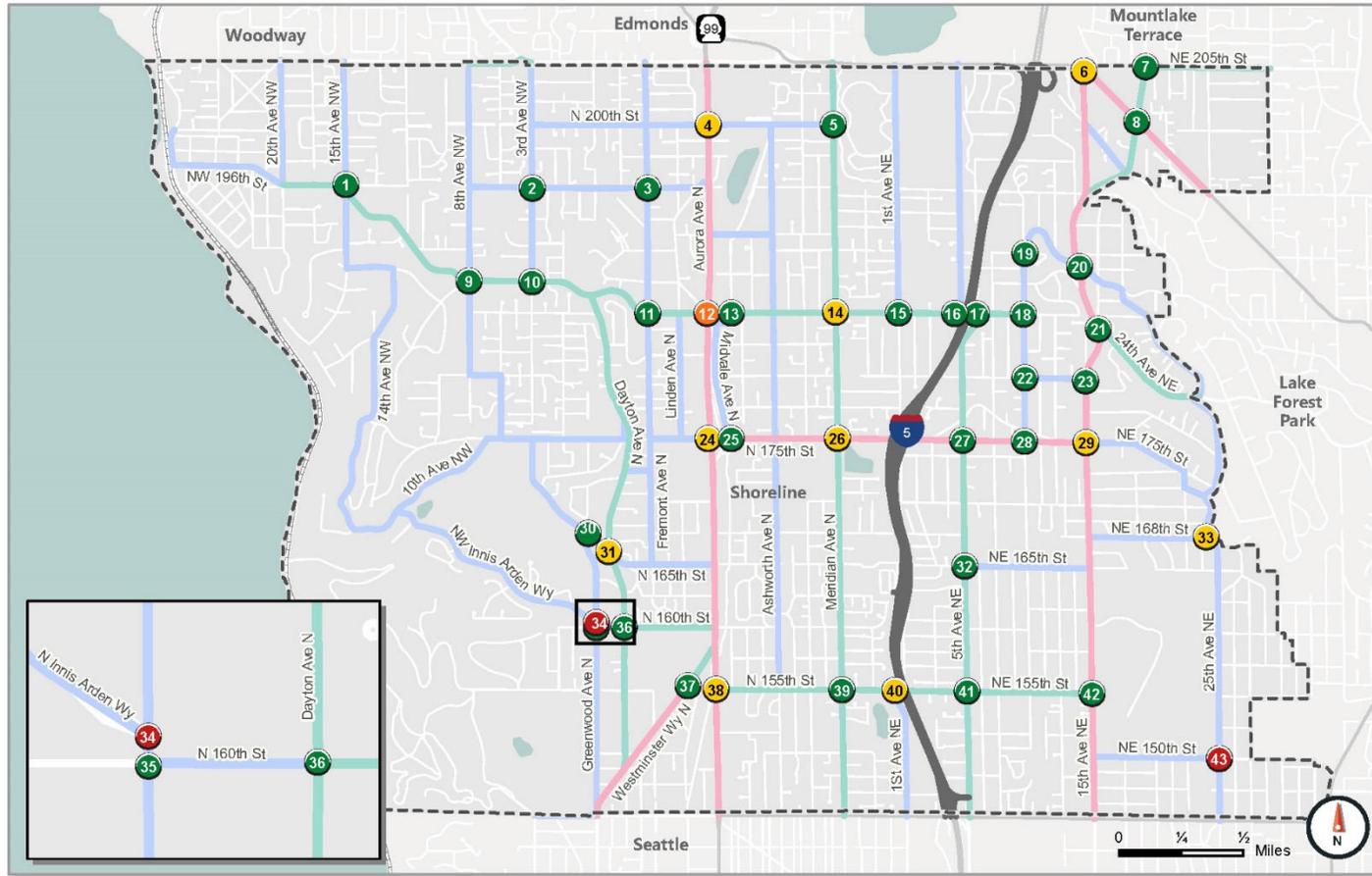
<sup>5</sup> E mitigated means that congestion should be mitigated (such as transit) when p.m. peak hour LOS falls below LOS "E"

- SR 104 from SR 99 to 15th Ave NE has a LOS standard of D
- SR 104 from 15th Ave NE to the eastern city limits has a LOS standard of E mitigated

**Figure 3** and **Table 4** show how several intersections in Shoreline are operating today (intersection numbers on map correspond with Map ID# in table).

DRAFT

Figure 3: Existing Level of Service in Shoreline



**Level of Service**

- A - C
- D
- E
- F

**Roadway Functional Classification**

- Interstate
- Principal Arterial
- Minor Arterial
- Collector Arterial

*Note: Intersections 29 and 42 may be exempted per current LOS standard. Intersection numbers correspond with the Map ID number in Table 4.*

Table 4: Existing Level of Service in Shoreline (mapped in the preceding Figure 3)

Map ID	Intersection Location	Delay (seconds)	LOS	Map ID	Intersection Location	Delay (seconds)	LOS
1	15th Ave NW & NW 195th St	19	C	23	15th Ave NE & NE 180th St	8	A
2	3rd Ave NW & NW 195th St	14	B	24	Aurora Ave N & N 175th St	55	D
3	Fremont Ave N & N 195th St	10	B	25	Midvale Ave N & N 175th St	10	B
4	Aurora Ave N & N 200th St	53	D	26	Meridian Ave N & N 175th St	49	D
5	Meridian Ave N & N 200th St	8	A	27	NE 175th St & 5th Ave NE	18	B
6	Ballinger Way NE & NE 205th St & 15th Ave NE	46	D	28	NE 175th St & 10th Ave NE	6	A
7	NE 205th St & 19th Ave NE	31	C	29	15th Ave NE & NE 175th St^	38	D
8	Ballinger Way NE & 19th Ave NE	29	C	30	Greenwood Ave N & Carlyle Hall Rd	17	C
9	NW Richmond Beach Rd & 8th Ave NW	26	C	31	Dayton Ave N & Carlyle Hall Rd	26	D
10	3rd Ave NW & NW Richmond Beach Rd	17	B	32	5th Ave NE & NE 165th St	10	A
11	Fremont Ave N & N 185th St	25	C	33	24th Ave NE & NE 168th St	26	D
12	Aurora Ave N & N 185th St	59	E	34	Greenwood Ave N & NW Innis Arden Wy	97	F
13	Midvale Ave N & N 185th St	7	A	35	Greenwood Ave N & N 160th St	18	C
14	Meridian Ave N & N 185th St	40	D	36	Dayton Ave N & N 160th St	15	B
15	1st Ave NE & NE 185th St	15	B	37	Westminster Way N & N 155th St	19	B
16	5th Ave NE & NE 185th St (West Side of I-5)	19	C	38	Aurora Ave N & N 155th St	49	D
17	5th Ave NE & NE 185th St (East Side of I-5)	16	B	39	Meridian Ave N & N 155th St	34	C
18	10th Ave NE & NE 185th St	9	A	40	1st Ave NE & N 155th St	26	D
19	10th Ave NE & NE Perkins Way & NE 190th St	8	A	41	5th Ave NE & NE 155th St	13	B
20	NE Perkins Way & 15th Ave NE	20	B	42	15th Ave NE & NE 155th St^	21	C
21	15th Ave NE & 24th Ave NE	7	A	43	25th Ave NE & NE 150th St	96	F
22	10th Ave NE & NE 180th St	10	B				

Source: Fehr & Peers, 2019

^ = Intersection may be exempted per current LOS standard

*Measured Vehicle Speeds*

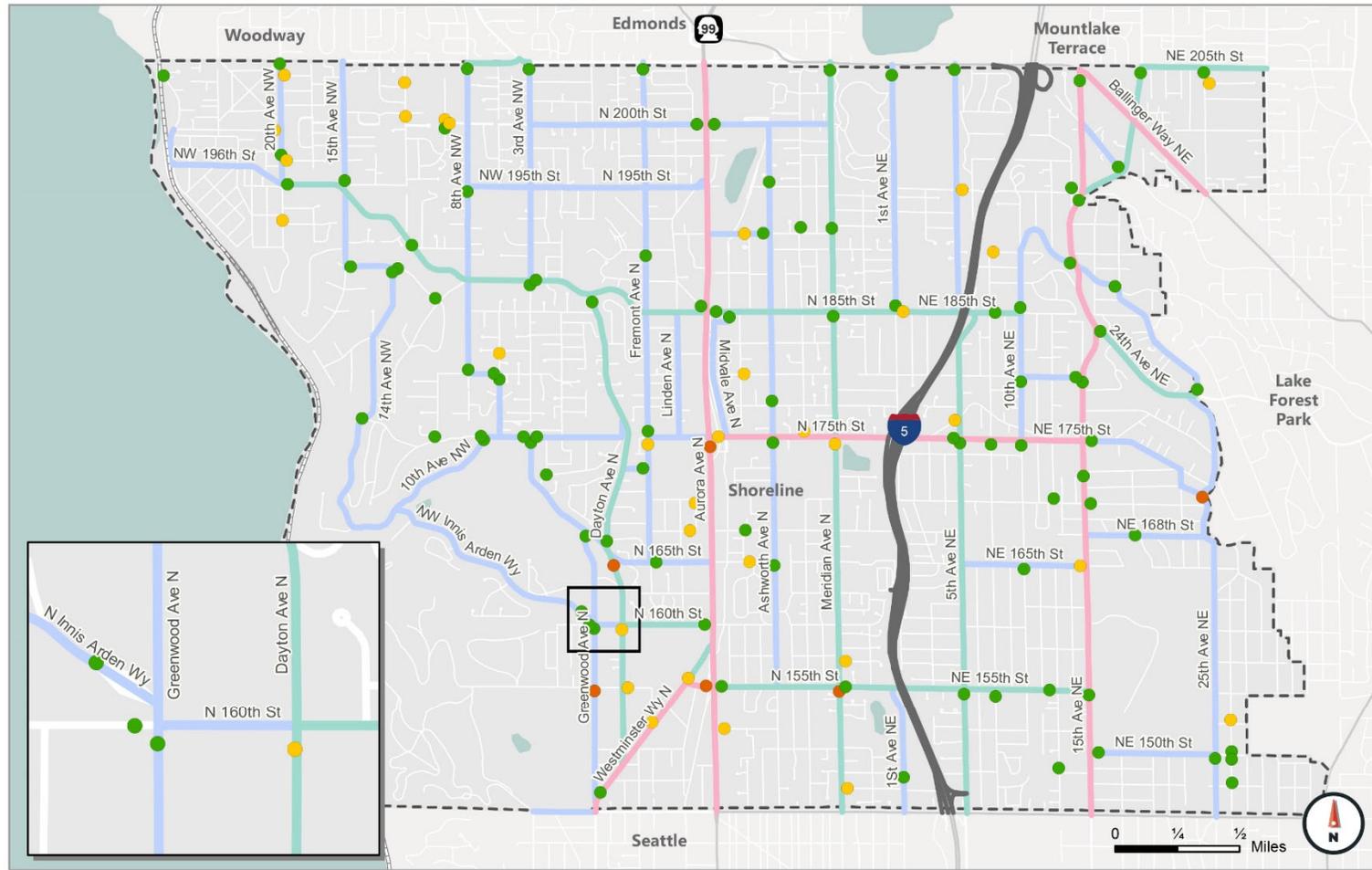
Another way of checking intersection operations with actual travel data is by looking at average vehicle speeds which can be an indicator of congestion. Average vehicle speeds during the PM peak hour were compared to posted speed limits at 134 locations along Shoreline's roadway network. **Figure 4** shows that there is minimal congestion during the PM peak hour in Shoreline for locations with available speed data. None of the locations have PM peak period speeds that are more than 50 percent below the posted speed limit. Only about 30 percent of the analyzed locations have congested speeds that are 15 to 50 percent below the posted speed limit. Therefore, most vehicles are traveling at speeds that are close to the posted speed limits. Note that while this map doesn't report on 145<sup>th</sup> Street and 205<sup>th</sup> Street because they are outside of the City's jurisdiction, the City is monitoring their conditions and helping to plan these corridors with neighboring cities and transportation agencies.

*Existing Traffic Volumes*

**Figure 5** shows average weekday traffic volumes for roadways in Shoreline as of 2019.

DRAFT

Figure 4. Speed Analysis



**PM Peak Hour Speed Deviation**

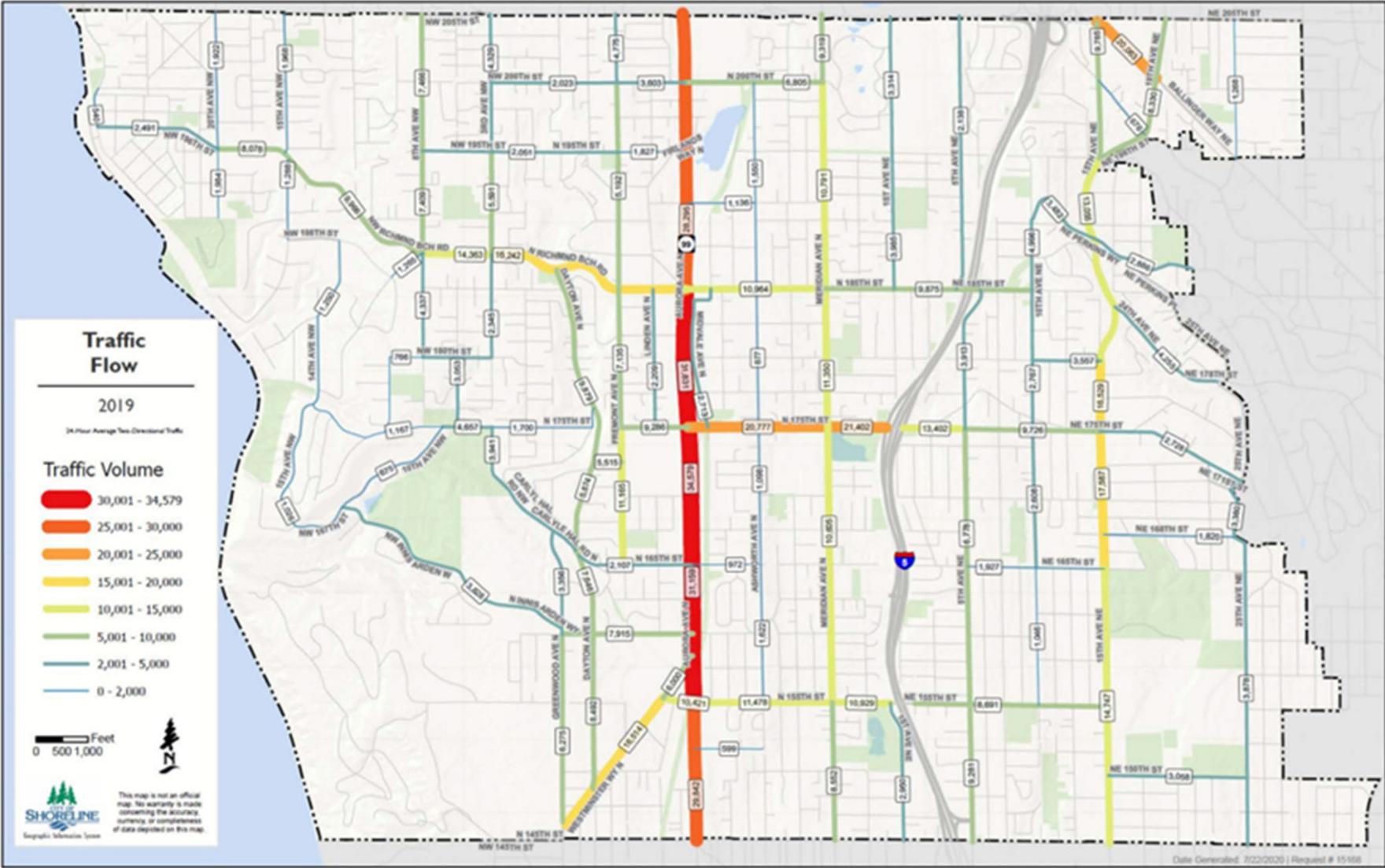
- 0-15% below posted speed
- 15-25% below posted speed
- 25-50% below posted speed

**Roadway Functional Classification**

- Interstate
- Principal Arterial
- Collector Arterial
- Minor Arterial

**Speed Analysis**

Figure 5. Average Weekday Traffic Flows in 2019



Source: City of Shoreline, 2019 Annual Traffic Report

Note: A clearer version of this map will be included in the final draft of the Transportation Element.

### *Future Traffic Growth*

By 2044, the City's Comprehensive Plan anticipates adding 13,330 additional households and 10,000 new jobs. To understand how this growth (and anticipated regional growth outside of the city) will impact Shoreline's transportation system, the City must project growth and its impacts into the future using specialized travel models. For this Transportation Element, the City has projected just over 20 years into the future, developing a travel model with horizon year 2044. This travel model was based on the Puget Sound Regional Council (PRSC) regional model, which considers many data points such as local and regional transportation investments (such as extending light rail to Lynnwood), road usage charges, and demographic shifts in household size, income, and composition to understand how travel patterns might change in the future. This modeling effort provides one of the best means to evaluate anticipated traffic congestion in 2044 both on local streets and on state facilities.

### *Future Vehicle Congestion*

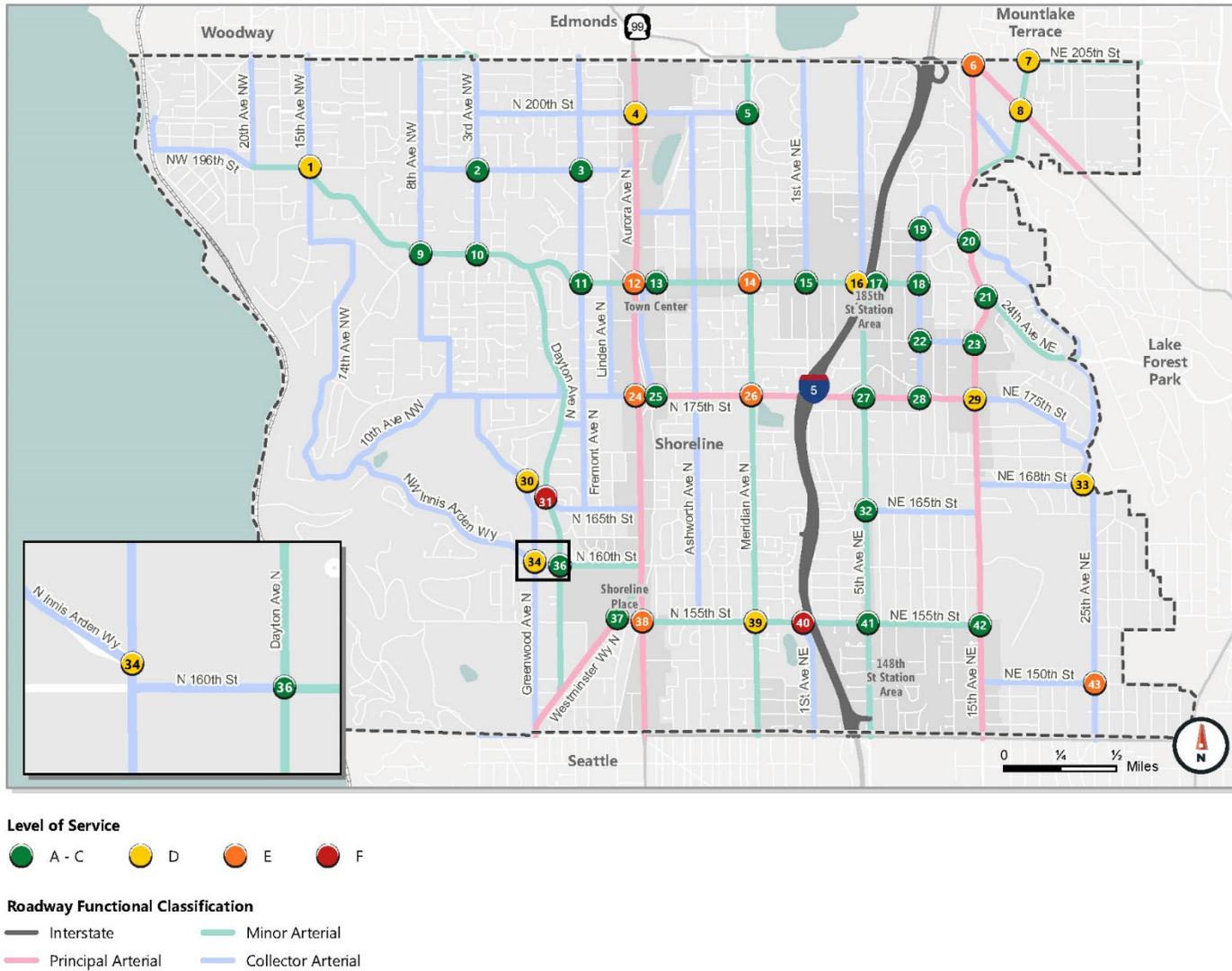
The City must balance the needs of vehicles with the needs of other street users, including people walking and bicycling. This is especially true in urban districts, like the four designated [candidate] Countywide Centers (areas near the 148<sup>th</sup> Street and 185<sup>th</sup> Street light rail stations, Shoreline Place, and "Town Center" along Aurora Avenue) where Shoreline will be concentrating the most growth as these areas will be adjacent to more transportation options. King County's designated Countywide Centers are locations with zoned densities that can support high-capacity transit and shorter trips on foot to nearby supportive land uses and can serve as a focal point for investment. In part due to more transportation options in these areas, this Transportation Element proposes to revise the City of Shoreline LOS policy to allow more automobile delay (LOS E) at intersections within the Countywide Centers and along state routes but maintain the current LOS policy (LOS D) outside of these areas. State routes serve as important regional connections and are more impacted by regional travel patterns outside of the City's control. They also carry the highest volumes of traffic within the City, so these facilities often experience higher levels of delay.

This balanced approach allows the City to incentivize growth in the Countywide Centers where infrastructure is available to support more trips by foot, bike, and transit, while upholding a more stringent intersection delay standard in areas where less supportive multimodal infrastructure exists.

Using the projected traffic growth from the City's travel model, the projected 2044 delay and LOS at key intersections was calculated. The following **Figure 6** and **Table 5** show the expected LOS for intersections in Shoreline in 2044. It is important to note that not all arterial intersections were studied as part of this effort; as growth occurs, localized impacts to intersections are studied on a project-by-project basis for compliance with LOS standards.

In addition to evaluating traffic growth in local facilities, State guidance requires that this Transportation Element consider estimated traffic impacts to state-owned transportation facilities resulting from land use growth anticipated by 2044. **Table 6** summarizes traffic operations projected on state facilities by 2044, based on the modeling assumptions described above.

Figure 6. Future Automobile Level of Service in Shoreline by 2044



Note: Intersections 29 and 42 may be exempted per current LOS standard. Intersection numbers correspond with the information in Table 5.

Table 5: Future Level of Service in Shoreline (mapped in Figure 6)

Map ID	Intersection Location	Delay (seconds)	LOS	Map ID	Intersection Location	Delay (seconds)	LOS
1	15th Ave NW & NW 195th St	26	D	23	15th Ave NE & NE 180th St	22	C
2	3rd Ave NW & NW 195th St	17	C	24	Aurora Ave N & N 175th St	72	E
3	Fremont Ave N & N 195th St	12	B	25	Midvale Ave N & N 175th St	12	B
4	Aurora Ave N & N 200th St	54	D	26	Meridian Ave N & N 175th St	73	E
5	Meridian Ave N & N 200th St	9	A	27	NE 175th St & 5th Ave NE	23	C
6	Ballinger Way NE & NE 205th St & 15th Ave NE	62	E	28	NE 175th St & 10th Ave NE	8	A
7	NE 205th St & 19th Ave NE	37	D	29	15th Ave NE & NE 175th St <sup>^</sup>	42	D
8	Ballinger Way NE & 19th Ave NE	43	D	30	Greenwood Ave N & Carlyle Hall Rd	30	D
9	NW Richmond Beach Rd & 8th Ave NW	30	C	31	Dayton Ave N & Carlyle Hall Rd	53	F
10	3rd Ave NW & NW Richmond Beach Rd	26	C	32	5th Ave NE & NE 165th St	13	B
11	Fremont Ave N & N 185th St	32	C	33	24th Ave NE & NE 168th St	26	D
12	Aurora Ave N & N 185th St	79	E	34	Greenwood Ave N & NW Innis Arden Wy <sup>1</sup>	31	D
13	Midvale Ave N & N 185th St	8	A	35	Greenwood Ave N & N 160th St <sup>1</sup>		
14	Meridian Ave N & N 185th St	59	E	36	Dayton Ave N & N 160th St	17	B
15	1st Ave NE & NE 185th St	18	B	37	Westminster Way N & N 155th St	25	C
16	5th Ave NE & NE 185th St (West Side of I-5)	28	D	38	Aurora Ave N & N 155th St	78	E
17	5th Ave NE & NE 185th St (East Side of I-5)	29	C	39	Meridian Ave N & N 155th St	52	D
18	10th Ave NE & NE 185th St	14	B	40	1st Ave NE & N 155th St	55	F
19	10th Ave NE & NE Perkins Way & NE 190th St	9	A	41	5th Ave NE & NE 155th St	19	B
20	NE Perkins Way & 15th Ave NE	27	C	42	15th Ave NE & NE 155th St <sup>^</sup>	25	C
21	15th Ave NE & 24th Ave NE	7	A	43	25th Ave NE & NE 150th St	43	E
22	10th Ave NE & NE 180th St	15	C				

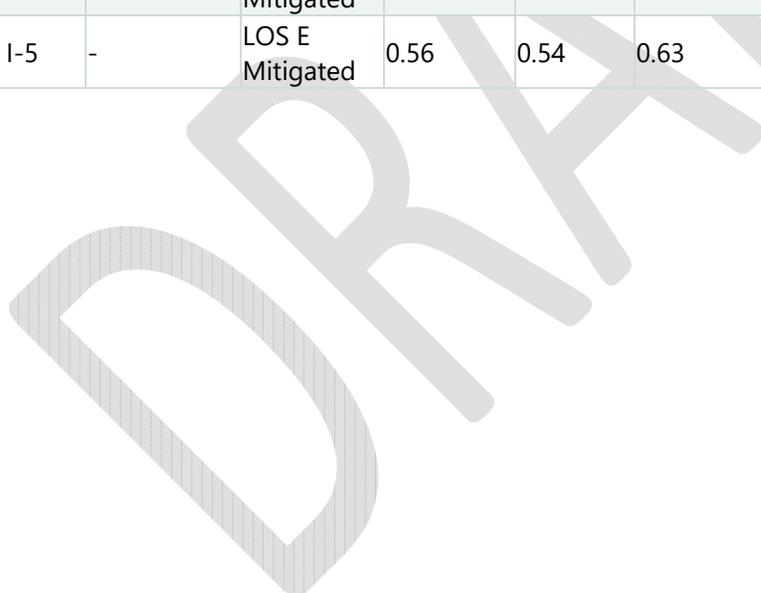
Source: Fehr & Peers, 2021

<sup>^</sup> = Intersection may be exempted per current LOS standard

<sup>1</sup> The intersections of Greenwood Ave N & NW Innis Arden Wy and Greenwood Ave N & N 160th St are planned as a single roundabout intersection in 2044.

Table 6: Future Level of Service on State Facilities not Discussed Above

ID	Facility	From	To	LOS Standard	V/C Ratio (2019)		V/C Ratio (2044)		Notes on Impacts under 2044 Conditions
					NB/EB	SB/WB	NB/EB	SB/WB	
1	Interstate 5	NE 145th St	NE 175th St	LOS D	0.89	0.75	0.90	0.74	SB meets LOS D standard; NB exceeds LOS D standard
2	Interstate 5	NE 175th St	SR 104	LOS D	0.80	0.72	0.81	0.73	Meets LOS D standard along both directions
3	SR 104	west of I-5	-	LOS D	0.50	0.54	0.51	0.57	Meets LOS D standard along both directions
4	SR 104	east of I-5	-	LOS E Mitigated	0.36	0.27	0.36	0.26	Meets LOS E Mitigated standard along both directions
5	N/NE 145 <sup>th</sup> (SR 523)	west of I-5	-	LOS E Mitigated	0.47	0.40	0.41	0.53	Meets LOS E Mitigated standard along both directions
6	NE 145 <sup>th</sup> (SR 523)	east of I-5	-	LOS E Mitigated	0.56	0.54	0.63	0.52	Meets LOS E Mitigated standard along both directions



### Walking and Bicycling

Facilities for walking and bicycling are essential components of the City's multimodal transportation system. Safe and convenient pedestrian infrastructure makes it easier and more convenient to take short trips by foot or wheelchair. Pedestrian infrastructure includes a range of treatments spanning from sidewalks and crosswalks, to trails and shared-use paths. Most of the City's principal and minor arterials have sidewalks; some lower classified roadways (including local streets) also have sections of sidewalk. Even where sidewalks are present, they are not always wide enough to accommodate passing another person comfortably or provide a buffer from fast-moving traffic. Many sections have insufficient lighting, and some sections are in substandard condition or not ADA compliant. An inventory of all existing sidewalks and shared-use paths is shown in **Figure 7**.

Bicycling facilitates longer trips than walking with similar benefits to the environment, individuals, and the community. Electric bikes and scooters provide even more mobility options for longer trips and make trips in difficult terrain easier. There is a variety of different bicycling infrastructure types that can appeal to bicyclists and riders of electric bikes and scooters with varying levels of experience and confidence. Bicycle facilities currently found in Shoreline include shared-use paths/trails, bike lanes, sharrows, and signed bicycle routes. While there are bike lanes on some key roadways, such as sections of NE 155<sup>th</sup> Street, NE 185<sup>th</sup> Street, NW Richmond Beach Road, 15<sup>th</sup> Avenue NE, and 5<sup>th</sup> Avenue NE, there are many gaps in the bicycle network and many of the facilities are not comfortable for users of all ages and abilities. Shoreline's existing bicycle network is shown in **Figure 8**.

Figure 7. Existing Sidewalks

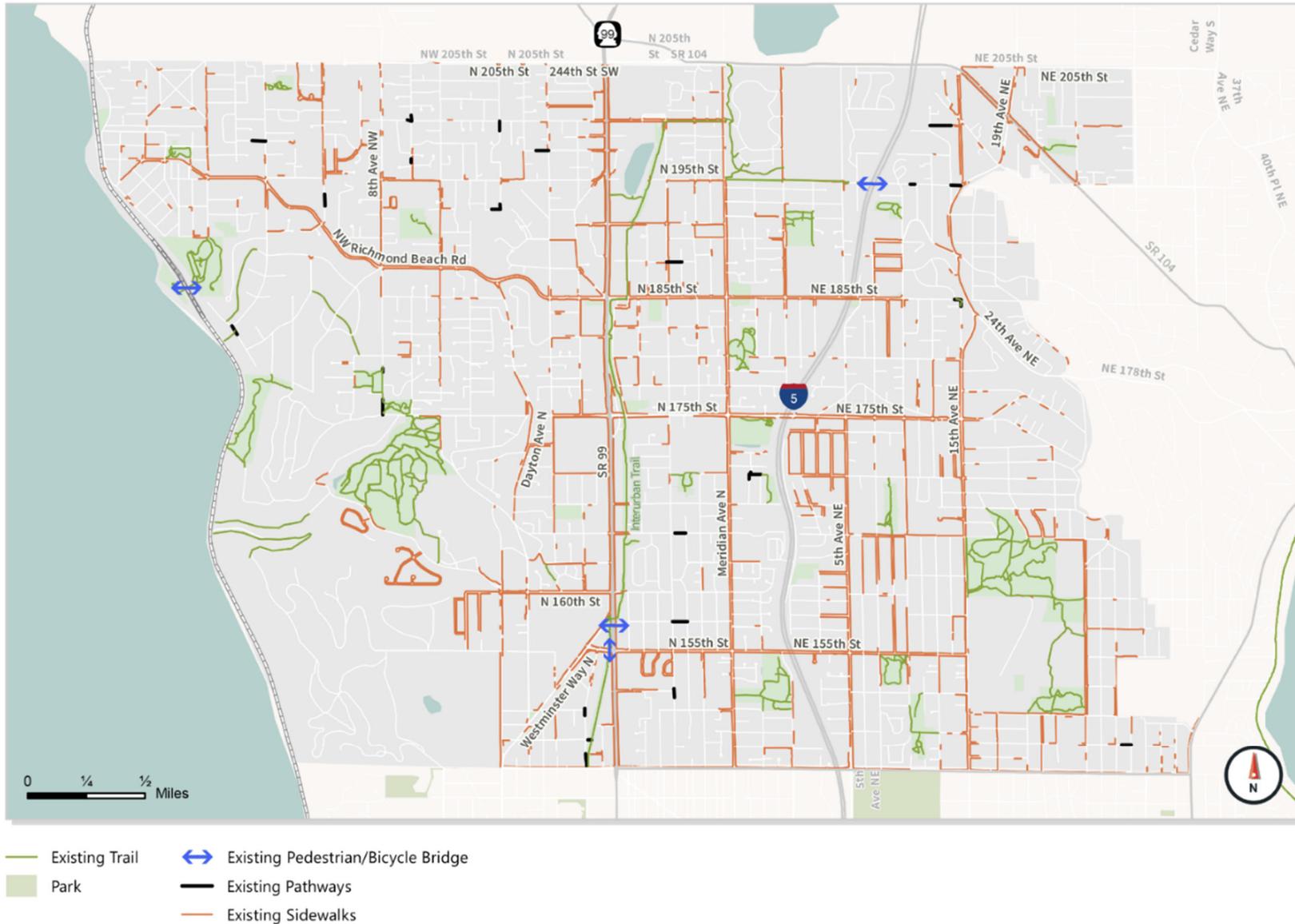
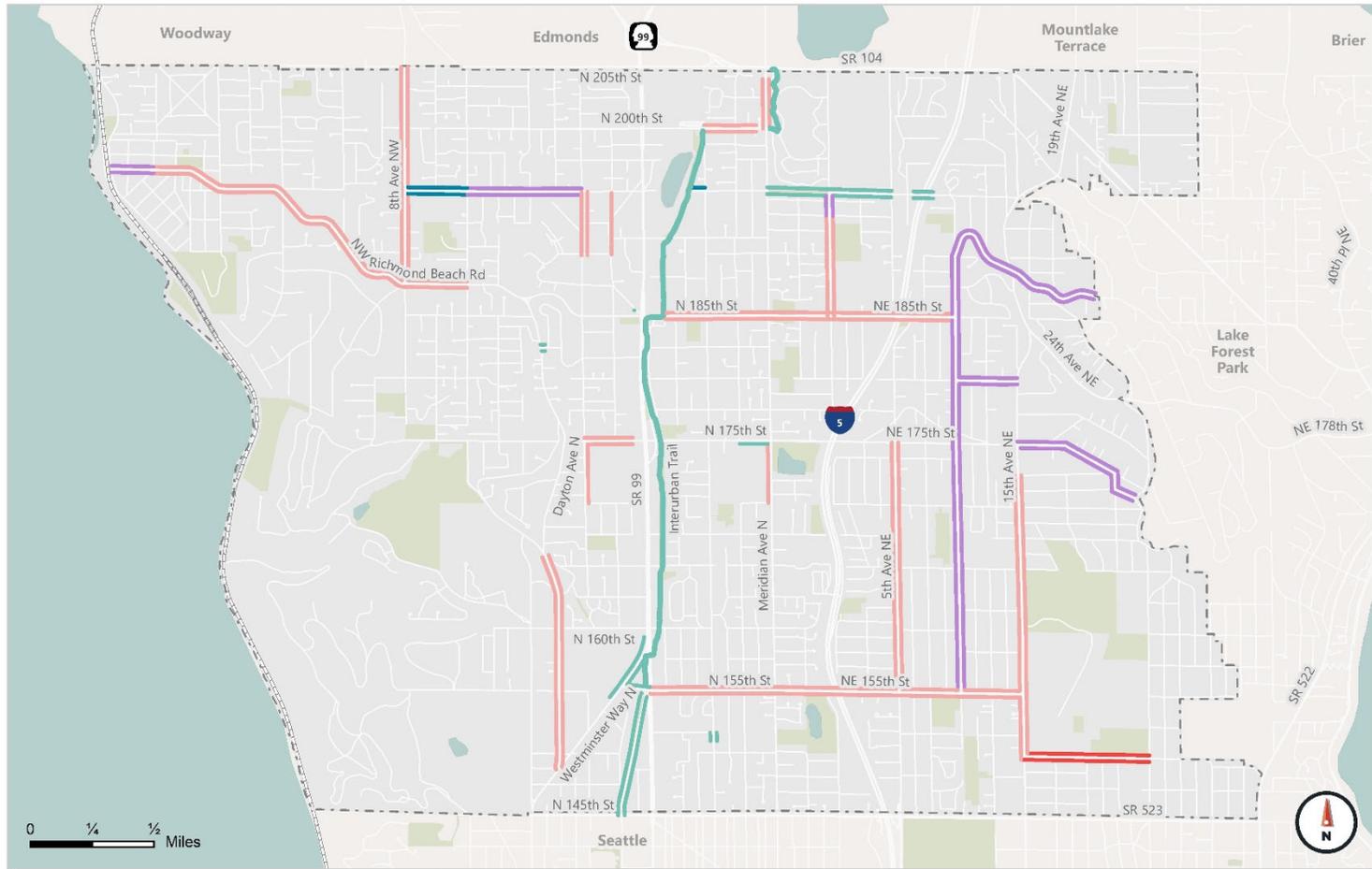


Figure 8. Existing Bicycle Facilities



- Existing Bike Facilities**
- Bike Facility - Horizontal and Vertical Separation
  - Bike Facility - Horizontal Separation
  - Bike Facility - No Horizontal or Vertical Separation
  - Bike Facility - Vertical Separation
  - Shared Lane/Sharrow

- City Boundary
- Park

City of Shoreline  
**Existing Bike Facilities**

## Transit

To provide convenient and equitable connections to transit for Shoreline residents, employees, and visitors, the City must support access to transit by all modes of travel and ensure that street infrastructure enables transit to operate safely, efficiently, and reliably. While transit has historically been made up of fixed route bus and light rail services, flexible microtransit is another important service that can provide first and last mile connections to fixed route transit and key local destinations.

King County Metro Transit (KC Metro), Community Transit (CT), and Sound Transit (ST) all serve travelers in Shoreline. Additionally, travelers have access to KC Metro paratransit service, Community Van and Ride Share programs, and Transportation Network Companies (TNCs) such as Uber and Lyft. KC Metro connects Shoreline through bus transit service to destinations throughout King County; CT provides service to destinations throughout Snohomish County; and ST offers regional bus service from Shoreline to Seattle, Mountlake Terrace, Lynnwood, and Everett via I-5. **Figure 9** shows KC Metro's service plan (as of March 2022) and **Figure 10** shows CT and ST routes.

The Aurora Village Transit Center is located on the north side of N 200th Street and just east of Aurora Avenue. The facility serves as a multi-modal transfer point which connects CT and KC Metro transit service. The City of Shoreline also has nine Park & Ride facilities, ranging in size from 20 to 393 parking spaces.

There are various factors that act as deterrents and/or limit the use of transit in Shoreline including:

- Gaps in active transportation infrastructure.
- Lack of safe and comfortable access to transit facilities, such as missing, narrow, or deteriorated pedestrian facilities and lack of lighting; and/or busy intersections or a lack of crosswalks.
- Potential transit riders may find deficiencies in the network or feel uncomfortable or at risk while riding on transit.

KC Metro, CT, and ST are currently implementing long range planning efforts to provide reliable, consolidated services throughout Shoreline and the Puget Sound region. The adoption of Sound Transit plans (ST2, ST3) by regional voters and the development of the KC Metro Connects Plan lay groundwork that establishes a roadmap for fixed-route transit service over the next 25 years. Based on known information in 2022 from transit service providers and their plans, **Figure 11** provides a look at what future transit service in Shoreline will look like, including KC Metro routes, and Sound Transit light rail and bus rapid transit (BRT) service. Additionally, CT is working on extending transit service provided by Swift Blue Line to integrate with the region's long-range plans.

Figure 9. 2021 King County Metro Route Network\*

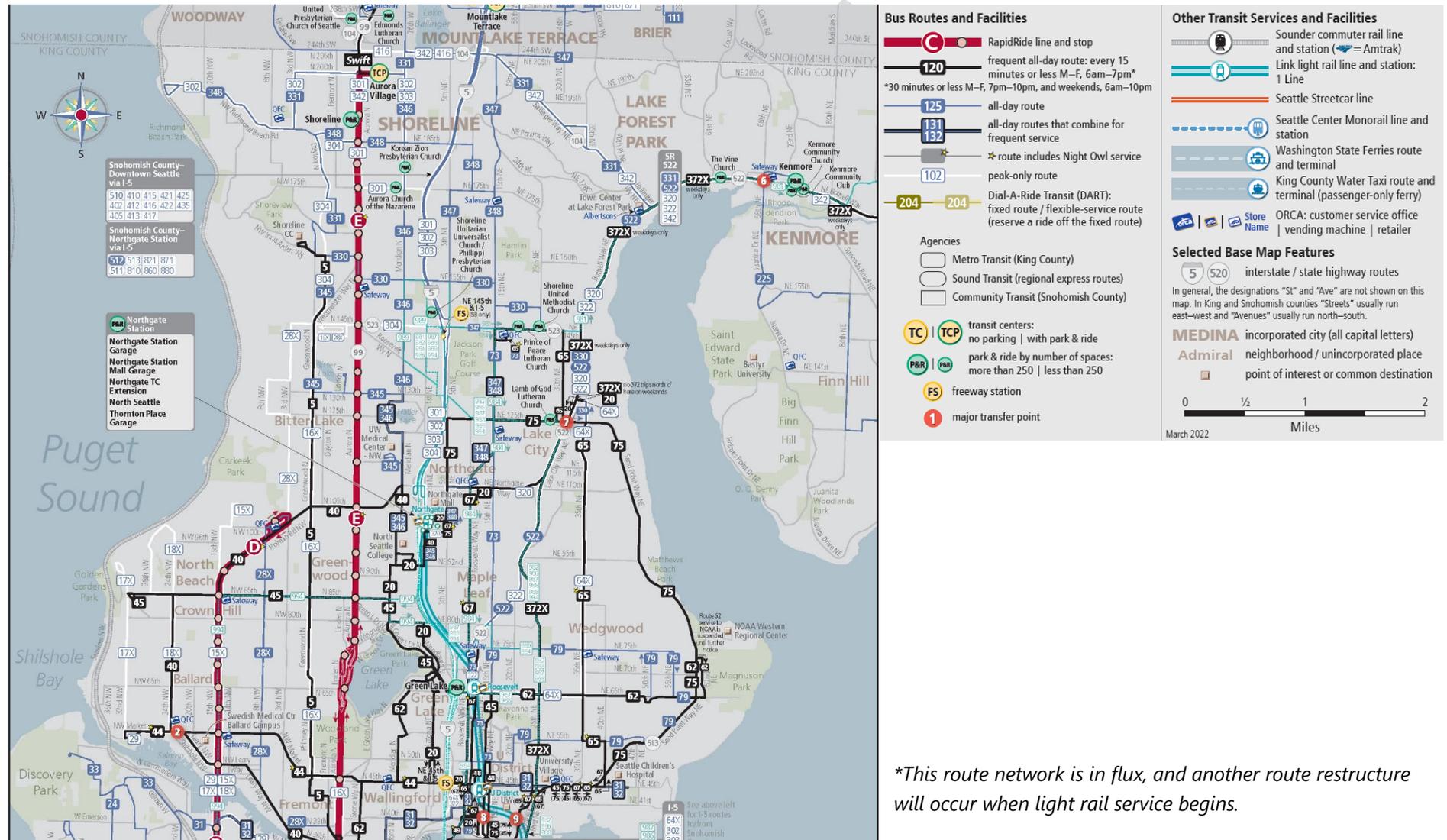


Figure 10. Existing Community Transit and Sound Transit Routes

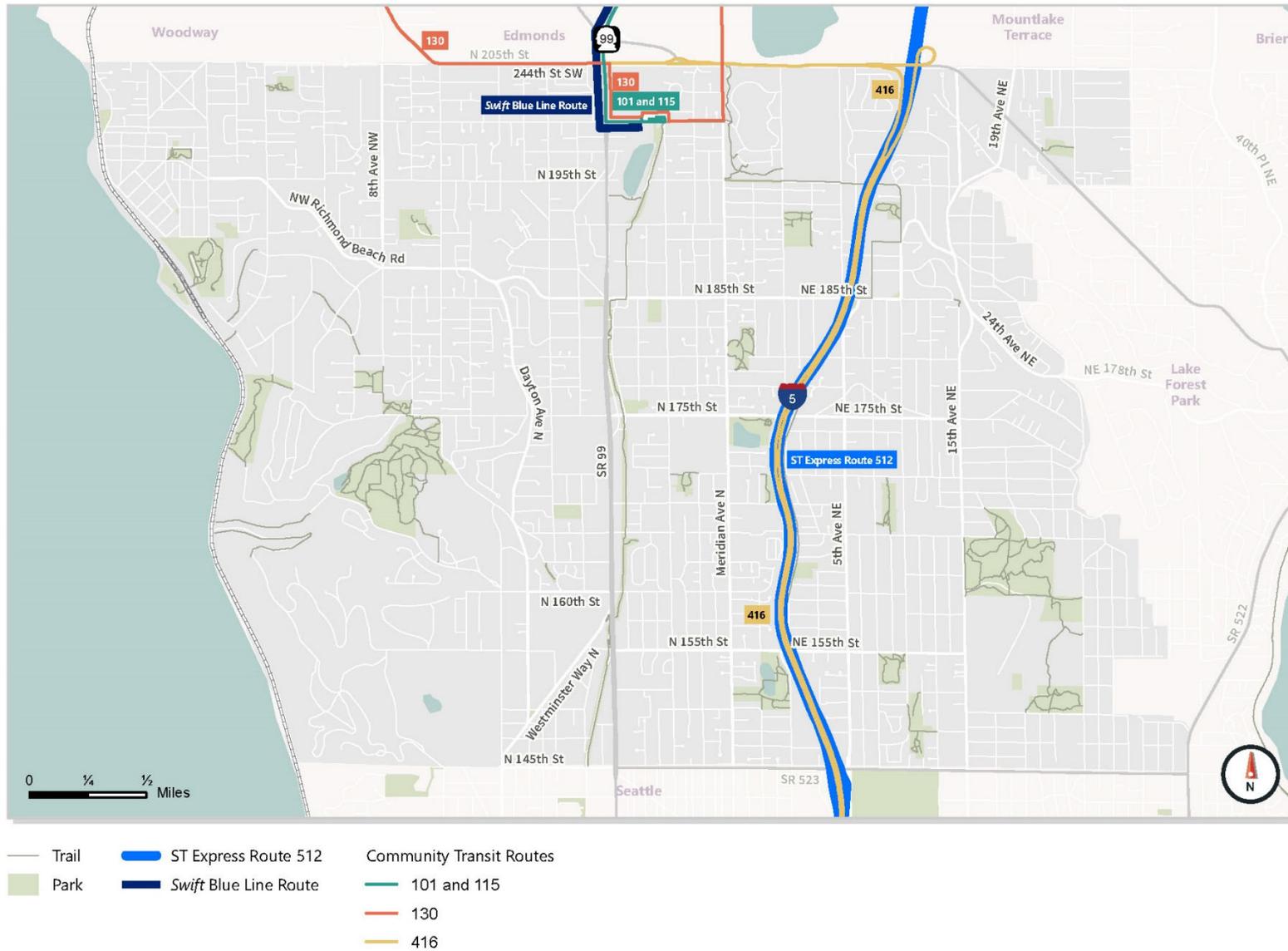
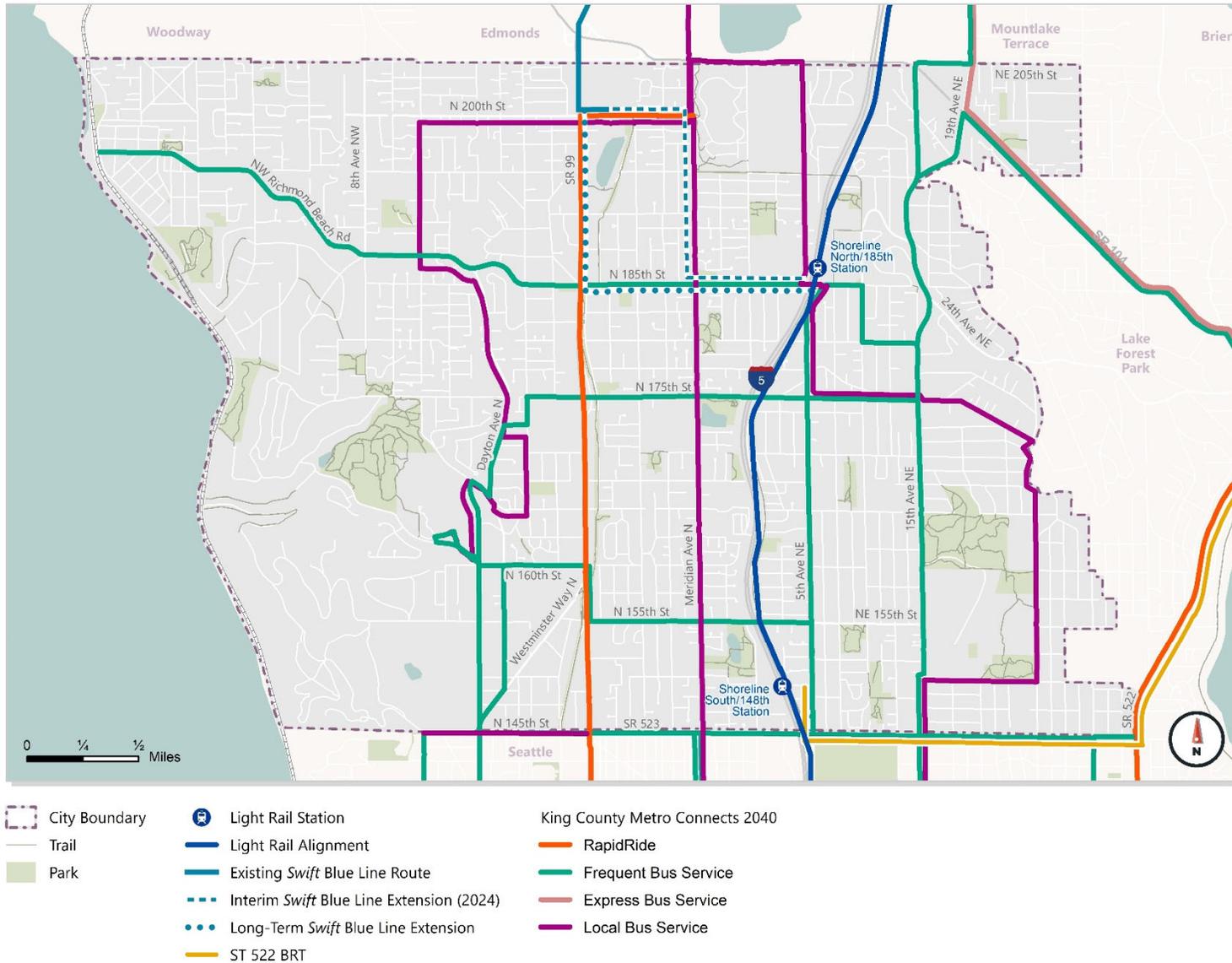


Figure 11. Future Fixed Route Transit Service



### Freight and Truck Mobility

Freight plays a critical role in the economic vitality of Shoreline; businesses and residents rely on freight shipped via trucks. Truck sizes range from single-unit trucks (such as package delivery, moving, and garbage trucks that navigate through neighborhoods), to large semi-truck trailers delivering vehicles and freight to local businesses. Trucks delivering wholesale and retail goods, business supplies, and building materials throughout Shoreline contribute to and are impacted by traffic congestion. The City partners with regional agencies and the State to build and maintain Freight and Goods Transportation System (FGTS) routes. Designated FGTS routes aim to prevent heavy truck traffic on lower volume streets and promote the use of adequately designed roadways. WSDOT classifies roadways using five freight tonnage classifications, which are described in **Table 7**.

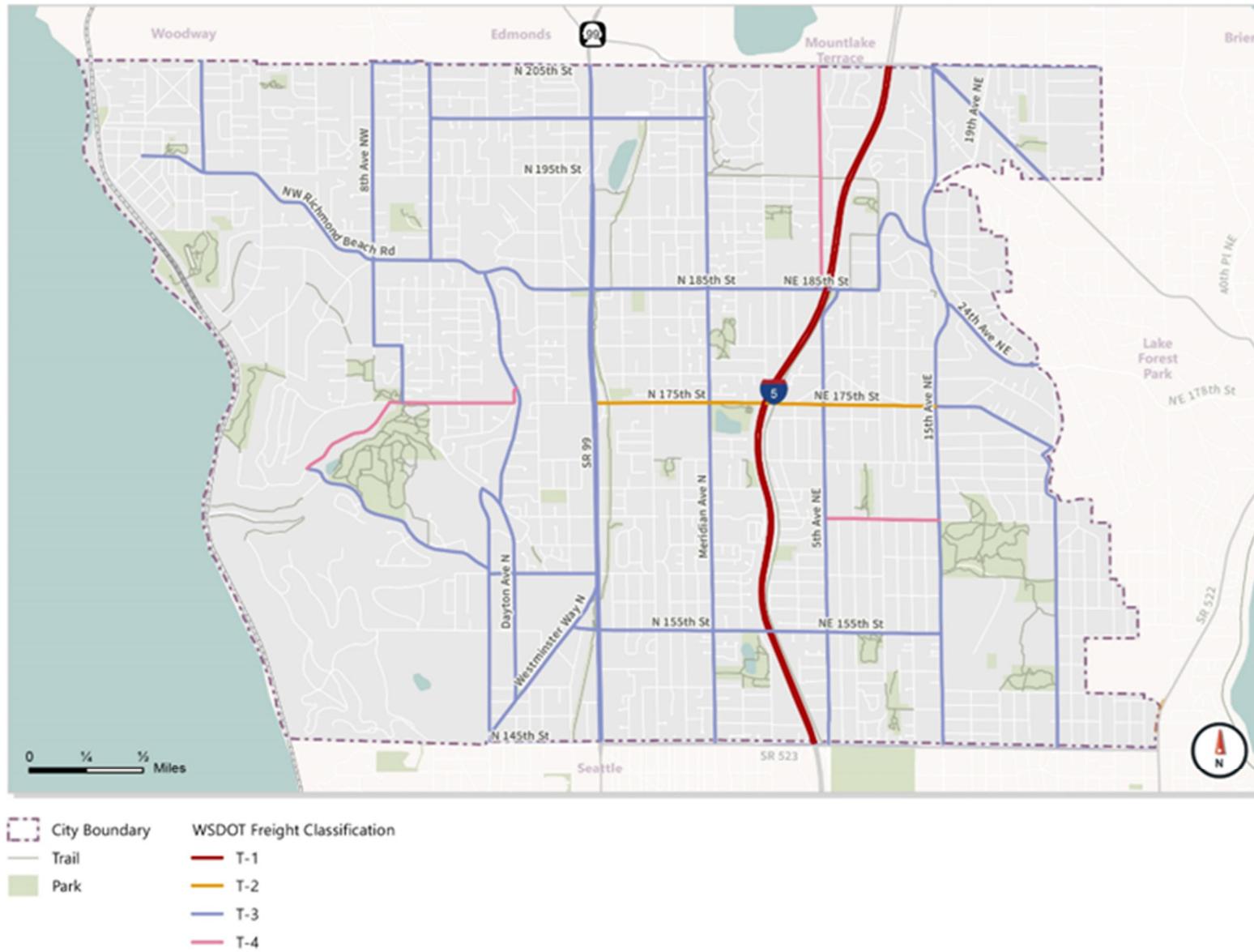
Table 7: WSDOT Freight Classification

Freight Corridor	Description
<b>T-1</b>	More than 10 million tons of freight per year
<b>T-2</b>	Between 4 million and 10 million tons of freight per year
<b>T-3</b>	Between 300,000 and 4 million tons of freight per year
<b>T-4</b>	Between 100,000 and 300,000 tons of freight per year
<b>T-5</b>	At least 20,000 tons of freight in 60 days and less than 100,000 tons per year

Source: WSDOT Washington State Freight and Goods Transportation System (FGTS) 2019 Update, 2020

As shown in **Figure 12**, I-5, which is part of the national Interstate Highway system, is a T-1 corridor that runs north/south through Shoreline and moves more than 10 million tons of freight per year. The only T-2 corridor within city limits is 175th Street, on both sides of I-5. Several roadways in Shoreline are classified as T-3 corridors, as they facilitate the movement of between 300,000 and 4 million tons of freight per year.

Figure 12. WSDOT Classified Freight Routes



### Air and Water Facilities

There are no airports located in Shoreline. The closest public airports are Paine Field, located approximately 12 miles north which provides limited passenger flights, and Seattle-Tacoma International Airport located approximately 25 miles south.

Puget Sound makes up Shoreline's western border, so residents do have access to the water for recreation though there is no boat ramp access. There are no ferry terminals in Shoreline, but the Edmonds/Kingston ferry dock is located five miles north of the City.

### Opportunities and Challenges

This Transportation Element provides a framework to guide transportation investments over the next 20 years to support the City's 2024 Comprehensive Plan, comply with the State's Growth Management Act, and to fulfill the City's vision and goals for transportation, which were developed with the community and endorsed by Shoreline's City Council in May 2021. The following discussion notes key opportunities and challenges to implementing this vision, based on Shoreline's transportation system today.

#### Goal 1: Safety

*Make Shoreline's transportation system safe and comfortable for all users, regardless of mode or ability.*

The safety of all transportation users is important to the City of Shoreline. A common interest among all transportation modes (users?) is the need to get to one's destination safely. The City's collision data was analyzed to identify collision hotspots and overall collision trends in Shoreline. Between January 2010 and December 2019, there were a total of 4,995 collisions reported in the city. Of note, 263 (5%) of the total collisions involved pedestrians or bicyclists, 1,635 (33%) resulted in injuries, and 10 fatalities were reported. Of the total fatalities, 80 percent were vehicle-vehicle collisions, and 20 percent involved a pedestrian.

In Shoreline, all classified local streets have a speed limit of 25 mph and facilitate less vehicular movement than arterial streets, so there is less opportunity for collisions to occur on local streets and less severe outcomes when they do occur. Although local streets account for about 73% of roadway centerline miles, collision data dating back to 2010 consistently shows that less than 10% of injury collisions occur on local streets.

The City conducts a system-wide traffic safety analysis annually to identify locations where safety improvements should be prioritized. . Addressing priority locations by implementing proven safety countermeasures will help Shoreline achieve a safer and more welcoming transportation system.

While safety statistics are an important component of this goal, it is also important to **ensure that people feel safe walking, bicycling, and using transit**, otherwise they will not choose to do so. Community feedback indicates that many people do not feel safe walking, bicycling, or riding transit. Sidewalk gaps, gaps in bicycle facilities, insufficient lighting, and facilities that are not ADA compliant deter people from walking, bicycling, and taking transit in Shoreline.

This Transportation Element identifies new and improved facilities to address gaps in the pedestrian and bicycle network and provide safe and comfortable access to transit facilities. Overall, meaningful improvements in safety for all users of Shoreline's transportation system will require a multi-disciplinary and multi-agency approach that involves implementation of engineering solutions as well as non-physical improvements, such as education, encouragement, and ongoing evaluation.

**Goal 2: Equity**

*Ensure all people, especially those whose needs have been systemically neglected, are well served by making transportation investments through an anti-racist and inclusive process which results in equitable outcomes.*

People who live and work in Shoreline are diverse, so it is critical that transportation investments **serve the needs of all people** and that decision makers consider diverse perspectives. The 2018 Sidewalk Prioritization Plan included equity as a criterion for prioritizing sidewalk projects with the intent to provide support to populations who have the greatest need, including children, older adults, people with disabilities, lower income communities, and under-served communities. In addition, the City's 2019 ADA Transition Plan responded to community needs by identifying non-compliant mobility barriers and proposing ways to remove barriers and prioritize ADA facility construction.

This Transportation Element seeks to ensure that transportation investments equitably serve all people in Shoreline. Conducting equitable public outreach and evaluating projects through an equity lens was part of this process.

**Goal 3: Multimodality**

*Expand and strengthen the multimodal network, specifically walking, bicycling, and transit, to increase the number of safe, convenient, reliable, and accessible travel options.*

Having a variety of realistic and reliable transportation modes gives people travel choices, which helps to optimize the people-carrying capacity of our transportation system and reduces reliance on driving. While people have expressed a strong desire to use transit and are excited for upcoming light rail extensions, there are **gaps in transit service** that make transit an inconvenient option for many. Residents have expressed a need for more frequent service, new routes, and new connections from neighborhoods to light rail and bus stops in order for transit to become a truly viable option. Developing a network of **Complete Streets** that accommodate all modes and abilities is also vital to increasing walking, bicycling, and riding transit.

This Transportation Element identifies investments to expand and strengthen the pedestrian, bicycle, and transit networks and provide more seamless connections between various modes to the extent practical, which could include the development of "mobility hubs" – places of connectivity where different modes of transportation come together seamlessly and can be easily accessed.

**Goal 4: Connectivity**

*Complete a network of multimodal transportation connections to and from key destinations such as parks, schools, community services, commercial centers, places of employment, and transit.*

Having a complete and connected transportation network provides Shoreline residents seamless opportunities to travel to and from various destinations of interest. People are discouraged from walking, bicycling, and using transit if there are gaps in the transportation network. The 2018 Sidewalk Prioritization Plan echoed the importance of connectivity and proximity as criteria used to score sidewalk projects, with emphasis placed on improved pedestrian connections to schools, parks, transit, and activity centers. Public outreach feedback received in support of this Transportation Element highlighted that connectivity is a challenge for many roadway users. There are **gaps in the sidewalk and bicycle networks**, which make it challenging to walk and bicycle to access jobs, services, and other destinations.

This Transportation Element identifies investments to enhance pedestrian and bicycle connections to and from key destinations by filling gaps in current sidewalk, bicycle, trail, pathway, and transit networks surrounding parks, schools, community services, commercial centers, places of employment, and bus stops and transit stations.

**Goal 5: Climate Resiliency**

*Increase climate resiliency by promoting sustainability, reducing pollution, promoting healthy habitats, and supporting clean air and water.*

Transportation decisions directly affect the environment. Streets and other transportation facilities comprise the majority of public space in Shoreline. Transportation infrastructure is typically hardscape, which generates runoff and carries contaminants into streams and waterways. Therefore, transportation infrastructure in Shoreline should be designed to promote sustainability, reduce pollution, and support clean air and water. Encouraging multimodal, connected transportation options gets people out of their cars and plays a significant role in advancing the goal of protecting the environment. The “Climate Resiliency” prefix to the criteria of Connectivity and Multimodality, and Built Environment shows how these criteria are interrelated and support Shoreline Climate Action Plan goals. Climate Resiliency-Built Environment metrics assign project points for areas of **surface water vulnerabilities and urban heat islands**. Climate Resiliency-Multimodality and Climate Resiliency-Connectivity metrics assign points for projects that build better pedestrian, bicycle, and transit connections which, in turn, helps reduce transportation-related greenhouse gas emissions by **encouraging taking other travel modes than driving**.

This Transportation Element identifies investments to expand transit use, provide more pedestrian and bicycle transportation options, and improve the operations of the City’s street network to be more efficient, and seeks to incorporate street design elements such as trees, landscaping, planted medians, and permeable paving to reduce the impact of the City’s transportation system on the environment.

**Goal 6: Vibrant Community**

*Foster livability by evoking a sense of identity through arts/culture, attracting and sustaining desired economic activity, and accommodating the movement of people and goods.*

Shoreline’s livability is highly dependent on its transportation system. Lengthy commutes and traffic congestion inhibit desired economic activity and directly impact quality of life. Shoreline residents want to see design elements that **promote a sense of community** and make people proud to live and work in Shoreline. While the City already incorporates some design elements to achieve this vision, there are opportunities to incorporate additional placemaking elements that enhance Shoreline’s unique character.

This Transportation Element prioritizes opportunities to include spaces for community gathering and play, benches for sitting, lighting for safety, public art for placemaking, and signage for guiding people throughout the City. This goal also seeks to promote a connected transportation system with multimodal options which can attract and sustain desired economic activity and accommodate the movement of both people and goods.

## MODAL NETWORKS

The City of Shoreline recognizes that a complete, safe, and equitable transportation system includes facilities that support all travelers, regardless of which mode they choose: walking, biking, taking transit, using a shared mode, or driving. To do this, the City takes a layered network approach to focus on how Shoreline's transportation network can function as a system to meet the needs of all users. With a layered network approach, the City aims to both build a connected network for each mode of travel and also consider how the modes can safely share the streets. While Shoreline aims to develop "complete streets," which address the needs of all users, providing accommodations that serve all modes well on every street can be an unattainable goal in practice, given constraints such as limited rights-of-way and funding for capital (improvements?).

To practically address this challenge, the City considers adjacent land uses in developing plans for its layered, multimodal transportation network. By considering the function of multiple streets and transportation facilities together, this approach allows for certain transportation facilities (such as streets, trails, and intersections) to emphasize specific modes or user types. These plans will help the City identify future improvement projects to be implemented.

The following sections outline the City of Shoreline's modal networks.

### Pedestrian Plan

The Pedestrian Plan is intended to optimize the comfort of individuals on foot and those using mobility devices, such as wheelchairs. The fundamental expectations for physical space, modal separation, and street crossing amenities are informed by the neighborhood and land use context of a given street; low volume/low speed neighborhood streets may require fewer facilities while pedestrians traveling on a higher speed street may feel safer with more space and separation from vehicles. Therefore, pedestrian facility standards are tailored to different neighborhood/street contexts.

Previously listed **Policy T-60** states to, "Establish a connected and complete pedestrian network by constructing the sidewalks outlined in the Sidewalk Prioritization Plan (SPP)." The Pedestrian Plan includes existing sidewalks and future sidewalks that were identified in the 2018 Sidewalk Prioritization Plan, existing and future pedestrian/bicycle bridges, existing and future trails, and areas with public access known as "unimproved right of way" that could accommodate a future pathway connection to expand the walking network. The Pedestrian Plan shows unimproved ROW broken into two categories:

- Unimproved ROW associated with a future sidewalk project in the Sidewalk Prioritization Plan (in red)
- Unimproved ROW that is not part of the Sidewalk Prioritization Plan (in blue).

The 2018 Sidewalk Prioritization Plan (SPP) was developed as early work for the Transportation Element and TMP updates. The SPP differs from the Pedestrian Plan in that the SPP prioritizes the implementation of roughly 75 miles of new sidewalk projects whereas the Pedestrian Plan is a comprehensive map of the City's existing and future planned sidewalks as well as unimproved right of way, trails, and pedestrian/bicycle bridges.

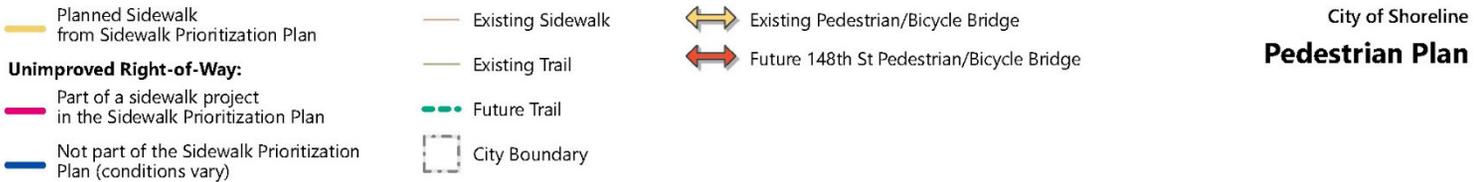
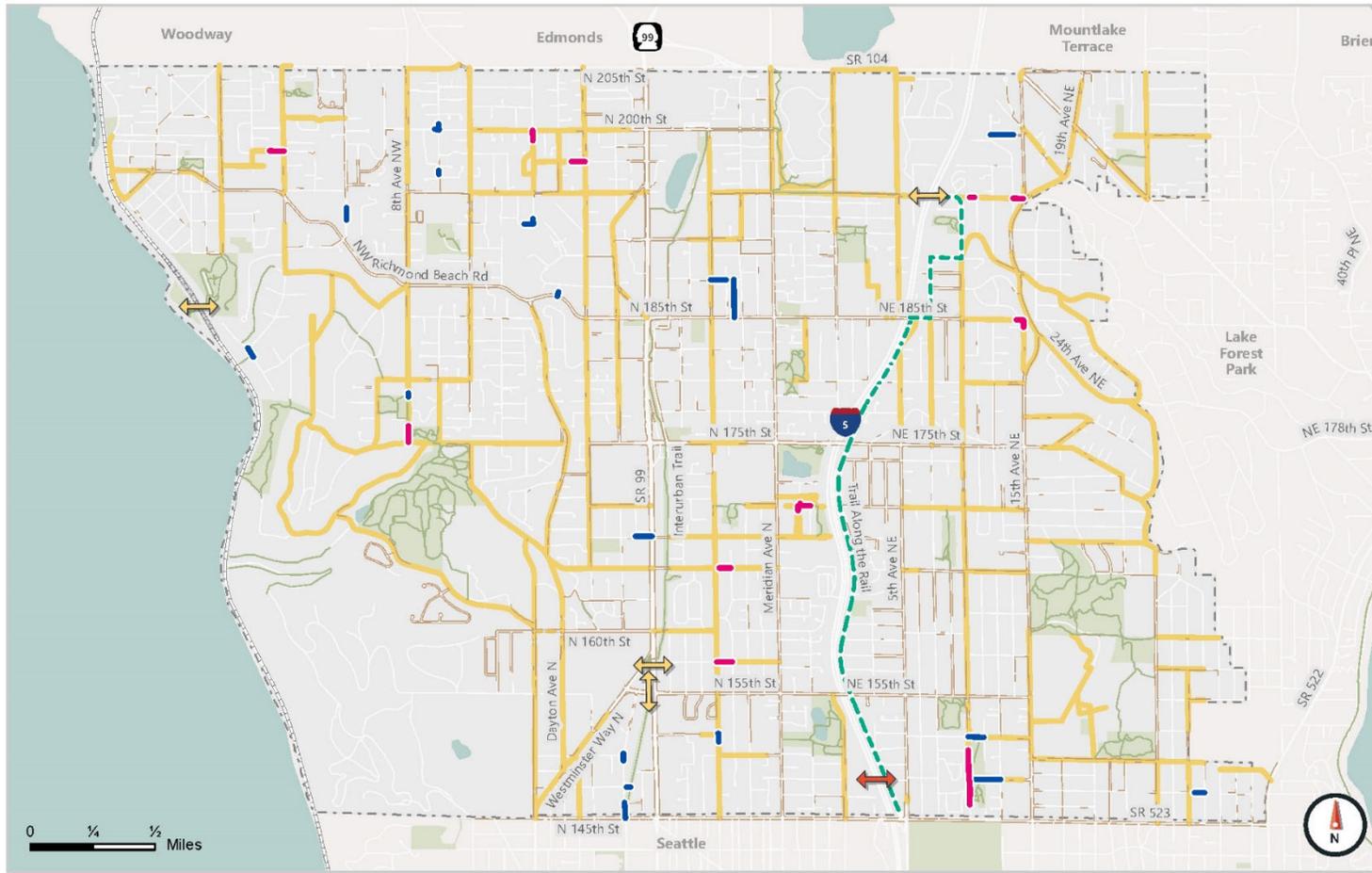
The SPP lives and is updated outside of the Transportation Element as its level of specificity is too detailed to be included in the Transportation Element, which is a high-level, 20-year guidance document. The City

intends to update the data inputs into the SPP approximately every five years and to revisit the prioritization criteria and metrics every 10 years in coordination with each TE update.

Existing and future planned sidewalk can be viewed in **Figure 13**. The map indicates areas where sidewalk exists but does not specify if the sidewalk meets standards set forth in **Policy T60.1** of this document. Shared-use paths, trails, and facilities such as pedestrian lighting help to enhance the planned network.

DRAFT

Figure 13. Pedestrian Plan

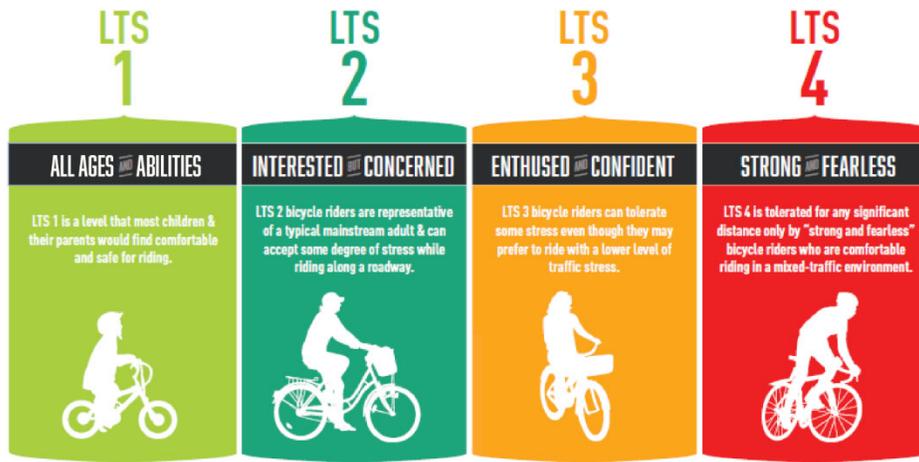


Note: School and Park labels will be added for the final draft of the Transportation Element.

### Bicycle Plan

Level of traffic stress (LTS) is the current industry recognized practice for planning bicycle facilities and was developed by the Mineta Institute and San Jose State University in 2012. This approach provides a framework for designing bicycle facilities that meet the needs of the intended users of the system. The following **Figure 14** describes the four typical categories of bicyclists, each of which requires different levels of accommodation to feel comfortable using the system.

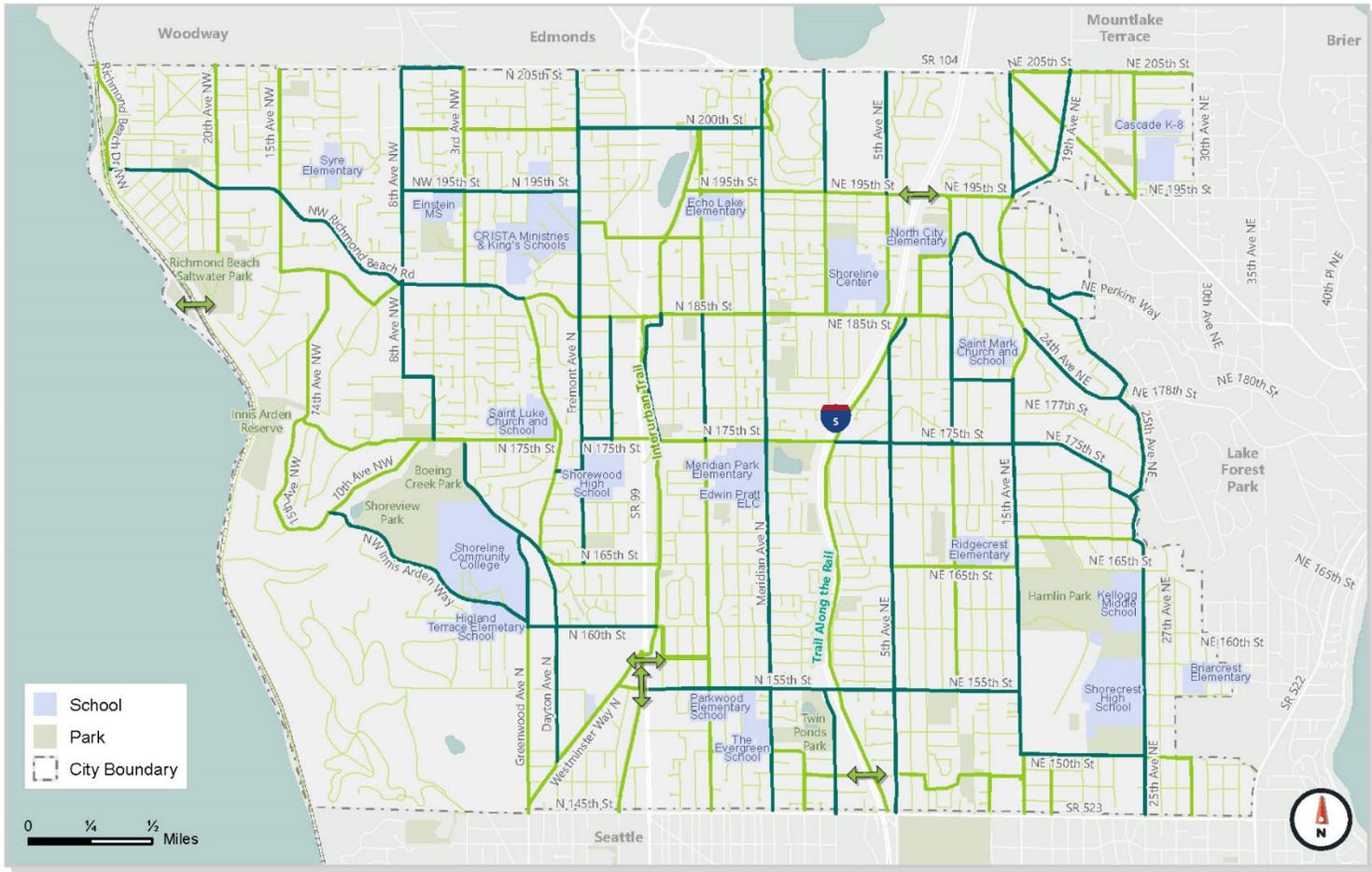
Figure 14. Bicycle Level of Traffic Stress Categories



Source: Fehr & Peers, 2022

**Figure 15** identifies the City's vision for a connected network of low-stress (LTS 1 and 2) routes in Shoreline. This network considers variables like grade and freeway crossings, in addition to the typical variables that impact the roadway comfort for bicycling, such as traffic speeds and traffic volumes. These variables help to determine an appropriate type of separation. **Figure 16** defines how LTS is measured on specific streets and can guide the identification of capital treatments to provide the City's desired LTS level on individual streets.

Figure 15. Bike LTS Vision



- Desired Minimum Level of Traffic Stress (LTS)
- 1 (light green line)
- 2 (dark green line)
- Local Road (LTS 1) (light green line)
- Pedestrian/Bicycle Bridge (LTS 1) (green double-headed arrow)

City of Shoreline  
**Bicycle Level of Traffic Stress (LTS) Vision**

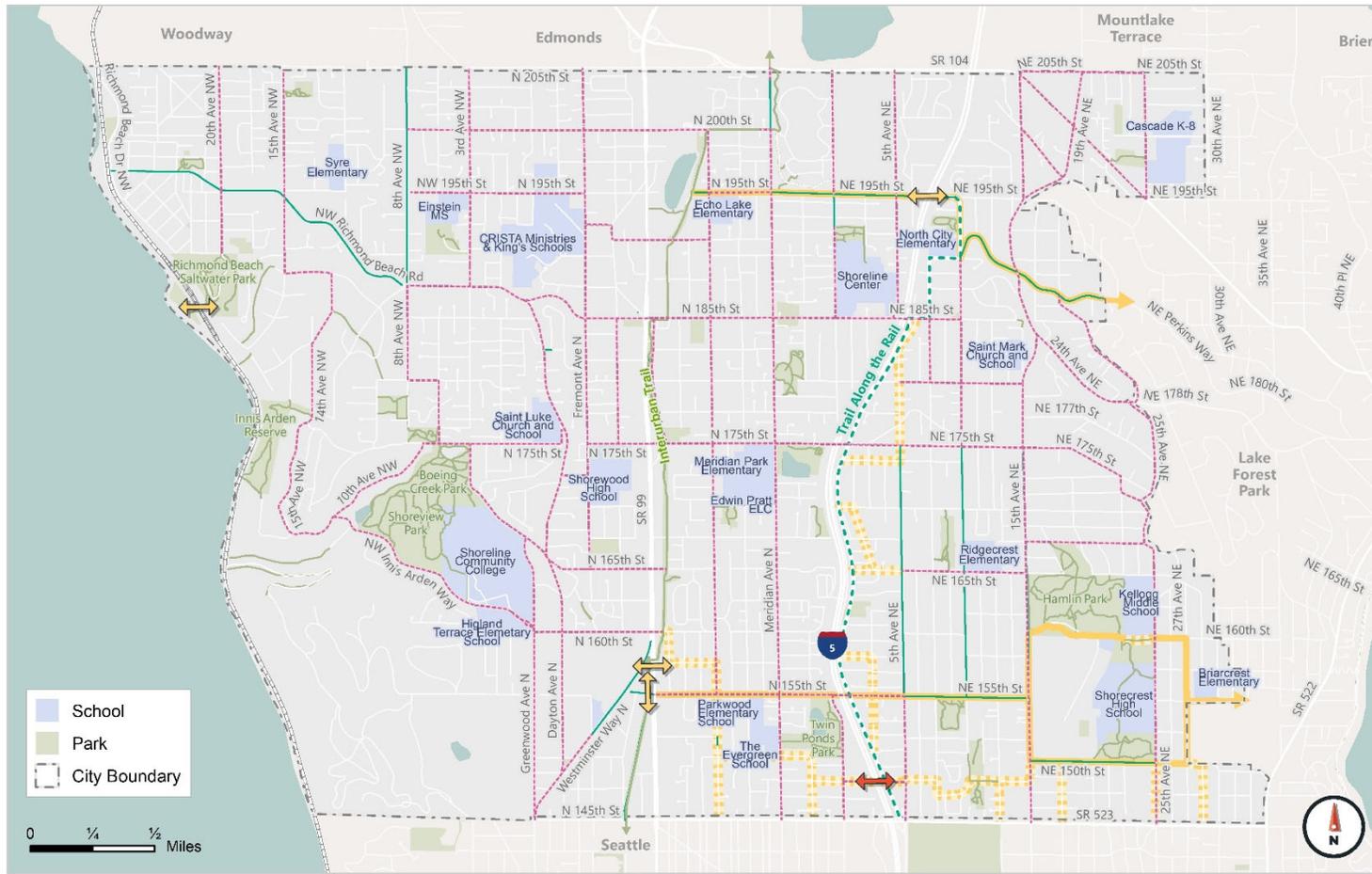
Figure 16. LTS designations by posted speed limit, traffic volume, and bicycle infrastructure

Speed Limit (mph)	Traffic Volume	No Marking	Sharrow Lane Marking	Striped Bike Lane	Buffered Bike Lane	Protected Bike Lane	Physically Separated Bike Path
≤25	Local streets	1	1	1	1	1	1
	Up to 7k	3	3	2	2	1	1
	≥7k	3	3	2	2	1	1
30	<15k	4	3	2	2	1	1
	15-25k	4	4	3	3	3	1
	≥25k	4	4	3	3	3	1
35	<25k	4	4	3	3	3	1
	≥25k	4	4	4	3	3	1
40	Any volume	4	4	4	4	3	1

It is important to provide bicycle facilities on a range of street types, including busy arterial streets, not just lower volume neighborhood streets. Bicyclists need to be able to connect to key destinations and commercial corridors which are often located along arterial streets. A successful modal network for bicycles will also consider how facilities are connected. When a bicycle facility along an arterial corridor comes to an intersecting arterial, the corridor LOS and associated intersection treatments should be carried across the arterial. Otherwise, the arterial intersection may become a barrier to bicycle travel.

As noted in **Policy T-61**, the City seeks to establish a low-stress bicycle network that connects major destinations, transit stops and stations, and residential and employment centers. **Figure 17** shows the Bicycle Modal Plan for the City of Shoreline.

Figure 17. Bicycle Plan



- Existing Bicycle Facility
- Existing Trail Connection
- Existing Trail
- ↔ Existing Pedestrian/Bicycle Bridge
- - - New or Improved Bicycle Facility\*
- Future Trail Connection
- - - Future Trail
- ↔ Future 148th St Pedestrian/Bicycle Bridge

City of Shoreline  
**Bicycle Plan**

\* Bike facility type to be determined based Level of Traffic Stress (LTS) Vision.

*Note: The designation for Perkins Way may be adjusted for the final draft of the Transportation Element.*

## Transit Plan

Many Shoreline residents rely on public transit for their commuting needs; some must rely solely on this means of transportation to make local and broader regional connections. Since King County Metro, Community Transit, and Sound Transit operate the transit service in Shoreline, the City's role in transit service is focused on providing access to transit, supporting flexible microtransit options, and hosting transit service on Shoreline streets.

Although transit agencies are responsible for determining route locations, frequency, and bus stop treatments, the City is empowered to advocate for additional transit service (to enhance speed and reliability, and support connectivity and planned growth) and for transit stops and stations along City roadways. The City can also explore and advocate for microtransit services, either run by the transit agencies or other providers, that support first and last mile connections to the fixed route system.

The City actively engages with transit operators in developing priority connections and service standards. This process involves identifying the following:

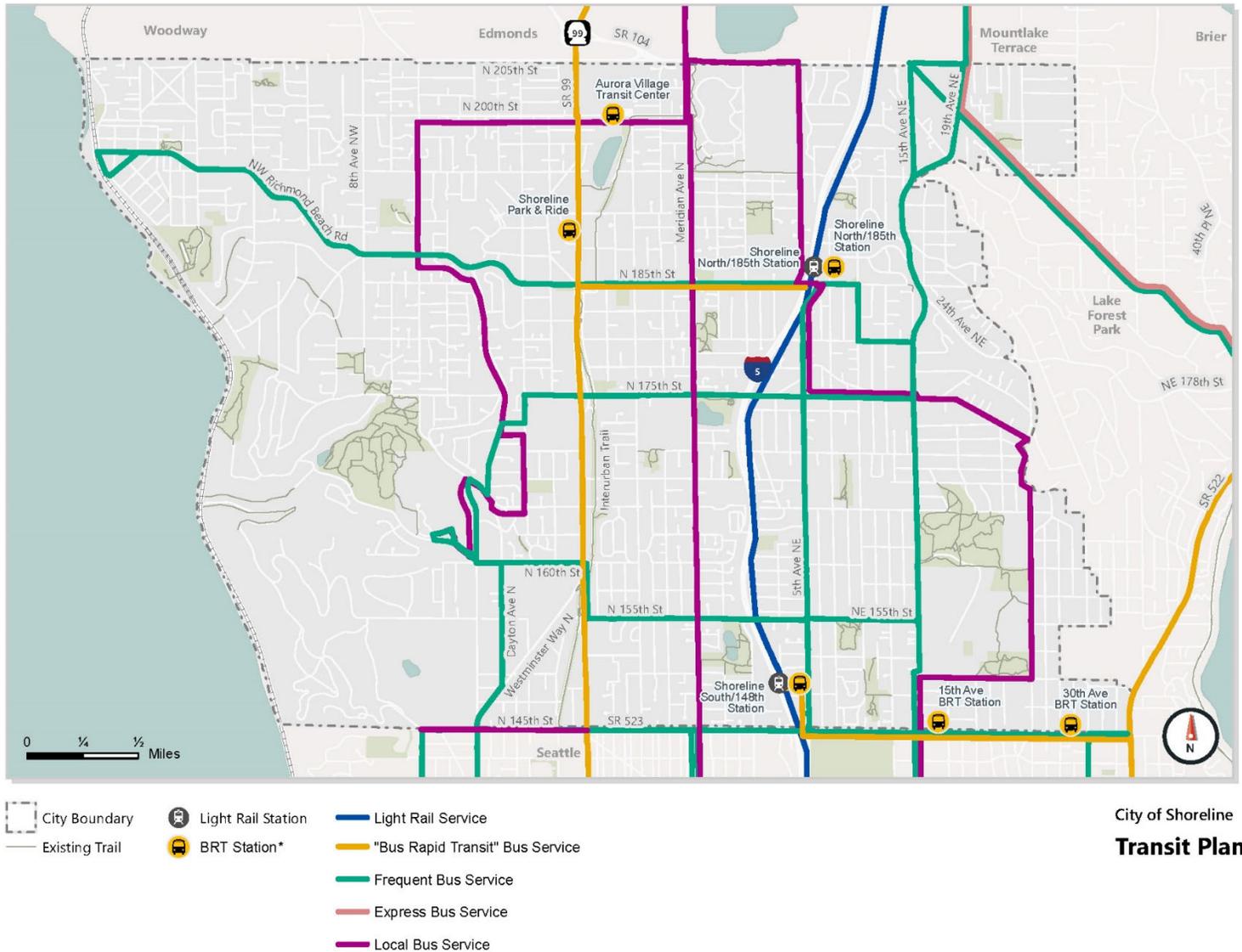
- Priority connections between key destinations (including neighborhood centers and major regional destinations) based on travel needs and demand, and desired connections between transit services.
- Frequent transit service that could connect Shoreline's growth centers to the region, and neighborhoods to urban centers and the regional transit spine. Each connection is designed to meet a wide variety of user groups and trip purposes, and meet the needs of multiple markets.
- Preferred travel paths that represent a balance between transit travel speed and coverage (access to transit) for Shoreline's growth centers and neighborhoods.
- Appropriate "Service Families" that define the desired level of service in terms of the frequency of service by time of day. These standards are established by identifying potential transit demand based on population and employment density measures (persons and jobs per acre), as well as overall travel demand measures (all-day person trips) along each corridor.

As noted in **Policy T-62**, the City will advocate for transit service that is aligned with Shoreline's land use and demographics, which is outlined in the Transit Modal Plan described in **Table 8** and shown in **Figure 18**.

Table 8: Transit Accommodation

Policy	Performance Measure	Potential Projects/Actions
<b>Tier 1: Light Rail, BRT, Frequent, and Express Bus Service</b>		
Support frequent and reliable light rail/bus service.	Strive for target travel speeds along key transit routes.	Speed and reliability treatments, such as transit signal priority and queue jumps. Advocate for increased service/reduced headways.
Strive to maximize rider comfort and security.	Bus stop/sub shelter amenities.	<ul style="list-style-type: none"> <li>Investments in comfort/amenities at major stops and stations; e.g., lighting; seating; comfortable shelters; real time transit information.</li> </ul>
Strive to maximize rider access.	<p>Number of people that can access stops on a low stress network.</p> <p>High quality connections to light rail and BRT.</p>	<p>Sidewalks/trails connecting to stops and stations.</p> <p>Enhanced street crossings.</p> <p>Bike parking and amenities.</p> <p>Curb space management considerations.</p> <p>Develop shared-use mobility hubs.</p> <p>Advocate for increased transit service to light rail stations.</p>
<b>Tier 2: Local Bus Service</b>		
Support continuous service.	Strive for continuous service based on hours/day and days/week; minimum headways.	Advocate for continuous service.
Strive to maximize rider comfort and security.	Bus stop/bus shelter amenities.	<ul style="list-style-type: none"> <li>Investments in comfort/amenities at major stops and stations; e.g., lighting; seating; comfortable shelters.</li> </ul>
Strive to maximize rider access.	Number of people that can access stops on a low stress network.	<p>Accessible sidewalks/trails connecting to stops.</p> <p>Enhanced street crossings.</p> <p>Develop shared-use mobility hubs.</p>

Figure 18. Transit Plan



\*There are additional BRT stops on Aurora Avenue not shown on this map.

### Shared-Use Mobility Hub Plan

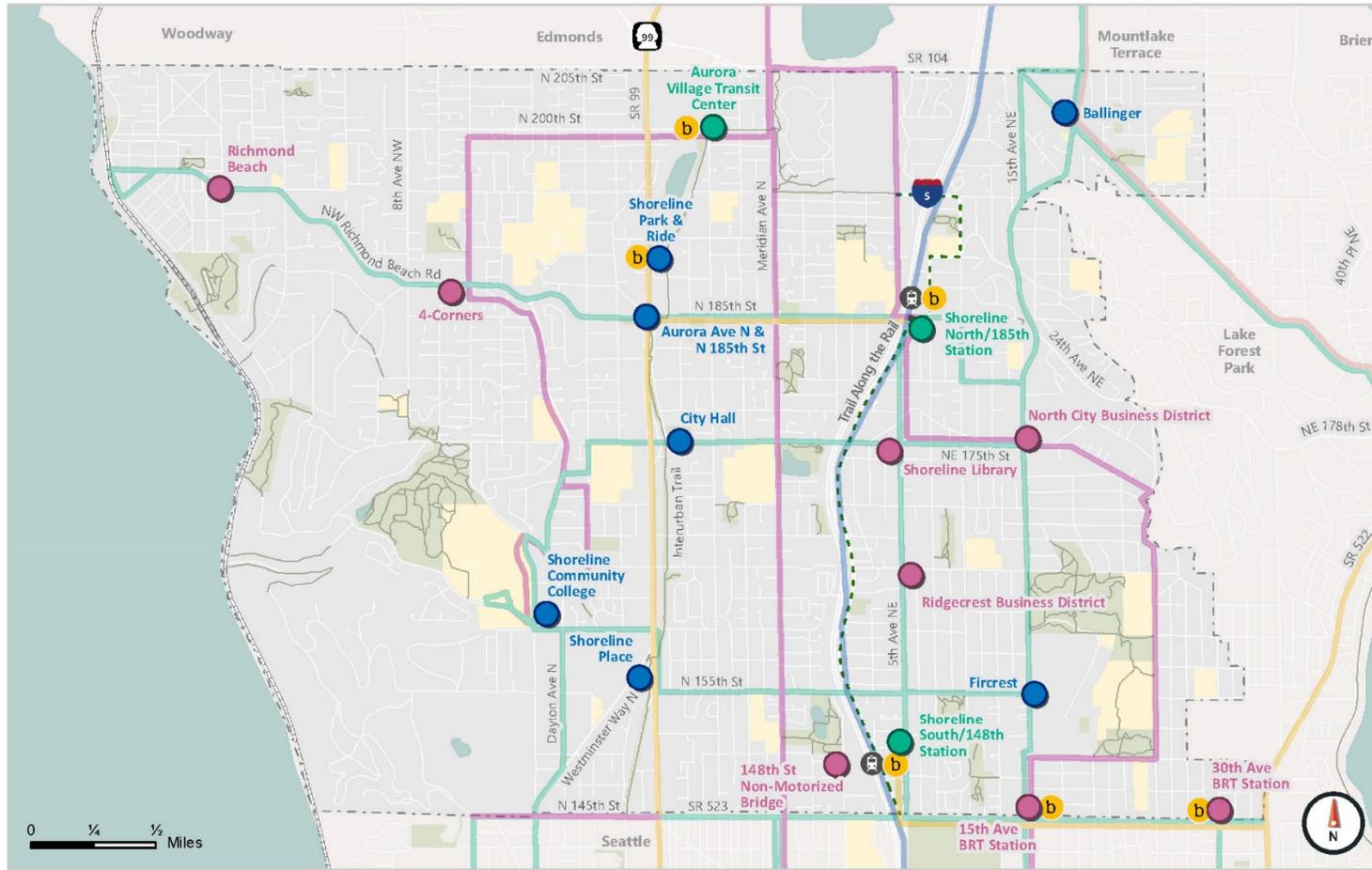
The City of Shoreline is interested in creating “mobility hubs” in strategic locations throughout the City to help people make trips without using personal cars. The hubs would provide centralized points throughout Shoreline where people could readily access “shared-use mobility” services, such as scootershare, bikeshare, carshare, rideshare (e.g., Uber and Lyft), carpool, vanpool, and micro/flexible transit forms of public transit such as bus and light rail. Mobility hubs can offer a range of services, such as bike parking and lockers, charging stations for personal and shared e-bikes, public art, Wi-Fi, bus shelters, and more. The City is particularly interested in integrating mobility hubs into mixed-use development surrounding the upcoming light rail stations and frequent bus service/Bus Rapid Transit, and connecting residents to neighborhoods, commercial services, and other key destinations.

**Policy T-64** states that Shoreline will provide mobility hubs at locations that support the City’s land use vision. Shoreline envisions having three “types” of mobility hubs, each with a range of features and amenities appropriate for the neighborhood and location. These are classified as:

- **Regional hubs** - A robust type of mobility hub co-located with major transit hubs, providing the most features and amenities. They will support the largest number of people from within and outside of Shoreline.
- **Central hubs** - A medium size mobility hub, providing sufficient amenities to support commuting, leisure, and recreation at and around hubs. They will connect people to key locations in Shoreline.
- **Neighborhood hubs** - The smallest type of mobility hub, providing simple and comfortable amenities to accommodate active transportation and transit access for local communities.

**Figure 19** shows the Shared-Use Mobility Hub Plan for the City of Shoreline. **Table 9** lists potential features and amenities by mobility hub type. Each hub would be analyzed and designed with public input to help determine the right amenities to include at each location.

Figure 19. Shared-Use Mobility Hub Plan



- |   |                    |                                 |
|---|--------------------|---------------------------------|
| <b>Recommended Shared-Use Mobility Hubs</b> | City Boundary      | Light Rail Service              |
| Regional Mobility Hub                       | Existing Trail     | "Bus Rapid Transit" Bus Service |
| Central Mobility Hub                        | Future Trail       | Frequent Bus Service            |
| Neighborhood Mobility Hub                   | Light Rail Station | Express Bus Service             |
|   | BRT Station        | Local Bus Service               |

City of Shoreline  
**Shared-Use Mobility Hub Plan**

Table 9: Mobility Hub Potential Amenities

Typology	Potential Features and Amenities
<b>Regional Hubs</b>  <i>Example: Shoreline South/148th Station</i>	Amenities listed for Neighborhood Hubs and Central Hubs, and; <ul style="list-style-type: none"> <li>• Bus layover zones*</li> <li>• Wi-Fi &amp; cell phone charging stations</li> </ul>
<b>Central Hubs</b>  <i>Example: Shoreline Place</i>	Amenities listed for Neighborhood Hubs, and; <ul style="list-style-type: none"> <li>Covered bus stops with real-time arrival and departure information*</li> <li>Bike/scooter parking (lockers for long-term, racks in front of cafes and retail)</li> <li>Well-marked sidewalks, pedestrian signals</li> <li>Rideshare pick-up/drop-off zones and kiss-and-ride</li> <li>EV car charging stations</li> <li>Greenspace or retail/residential integration</li> <li>Carshare parking</li> <li>Drinking fountain</li> <li>Portland Loo-style bathrooms</li> </ul>
<b>Neighborhood Hubs</b>  <i>Example: 4-Corners</i>	<ul style="list-style-type: none"> <li>Covered bus stops*</li> <li>Seating/lean rail, garbage and recycling cans</li> <li>Pedestrian-scale lighting</li> <li>Universal wayfinding signs</li> <li>Bike/scooter parking (racks with the potential for lockers)</li> <li>Bike repair station</li> <li>EV bike charging station</li> <li>Scotershare and bikeshare pick-up/drop-off zones</li> <li>Public art</li> <li>Crosswalk improvements</li> </ul>

\*Agency coordination/partnership opportunity

### Automobile Plan

The Automobile Plan for the City of Shoreline sets the standard for vehicle traffic flow on its main roadways compared to the level of delay acceptable to the City. The operational performance of intersections within Shoreline is measured using a standard methodology known as level of service (LOS). LOS represents the degree of congestion at an intersection based on a calculation of average delay per vehicle at the intersection. These measurements generally represent morning or afternoon "rush hour" delays and are often referred to as a.m. or p.m. "peak" hour. Individual LOS grades are assigned on a letter scale, A-F, with LOS A representing free-flow conditions with no delay and LOS F representing highly congested conditions with long delays. It is not standard practice to strive for LOS A conditions as this may represent an overbuilt roadway with too much investment in vehicle capacity at the expense of other travel modes.

**Table 10** shows the definition of each LOS grade from the 6th Edition Highway Capacity Manual (HCM) methodology, which is based on average control delay per vehicle. Signalized intersections have higher delay thresholds compared with two-way and all-way stop-controlled intersections. Highway Capacity Manual methodologies prescribe how delay is measured at different types of intersections: for signalized and all-way stop intersections, LOS grades are based on the average delay for all vehicles entering the intersection; for two-way stop-controlled intersections, the delay from the most congested movement is used to assess LOS.

Table 10: Intersection LOS Criteria Based on Delay

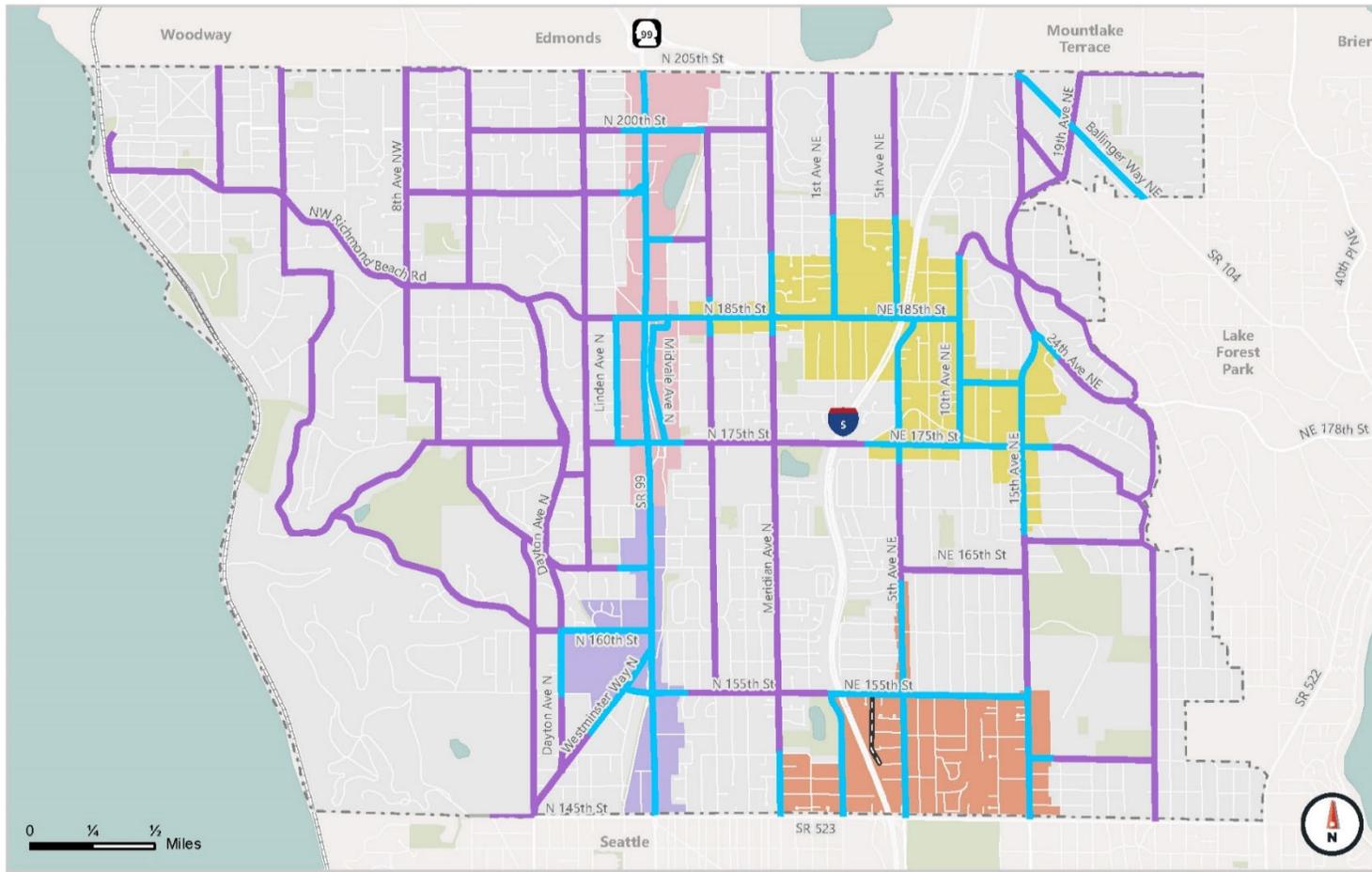
Level of Service	Signalized Intersections (seconds per vehicle)	Stop-Controlled Intersections (seconds per vehicle)
<b>A</b>	<= 10	<= 10
<b>B</b>	>10 to 20	>10 to 15
<b>C</b>	>20 to 35	>15 to 25
<b>D</b>	>35 to 55	>25 to 35
<b>E</b>	>55 to 80	>35 to 50
<b>F</b>	> 80	> 50

Source: 6th Edition Highway Capacity Manual

As noted in **Policy T-60**, the City of Shoreline Automobile Plan allows more automobile delay (LOS E) along State Routes and at intersections within the four designated King County [candidate] Countywide Centers in areas near the 148<sup>th</sup> Street and 185<sup>th</sup> Street light rail stations, Aurora Square, and “Town Center” along Aurora Avenue where Shoreline will be concentrating the most growth in coming years. Intersections outside of these areas will be held to an LOS D standard (see **Figure 20**).

This balanced approach allows the City to incentivize growth in the Centers where denser land use and multimodal infrastructure is available to support more trips by foot, bike, and transit, while upholding a more stringent intersection delay standard in areas where less supportive multimodal infrastructure exists. As growth occurs and congestion increases in our denser land use areas, the City will continue to monitor traffic safety Citywide through its Annual Traffic Report. Additionally, the City will work proactively with redevelopment projects to identify potential safety impacts of increased traffic and mitigation where appropriate.

Figure 20. Automobile Plan



**King County Candidate Countywide Centers\***

- 148th St Station Area
- 185th St Station Area
- Shoreline Place
- Town Center

City Boundary

**Intersection Level of Service (LOS) Standards**

- LOS D or better
- LOS E or better\*\*

\*For illustrative purposes only.

\*\*For intersections along State Highways or within King County Candidate Countywide Centers

Future 3rd Ave NE Connector

**City of Shoreline  
Automobile Plan**

## PROJECT LIST

The previous section describes the City's vision for accommodating travel for everyone in Shoreline as guided by a framework of multimodal networks and policies to achieve this vision. This section describes the Transportation Element's project list, which if built, would provide a safer and more connected multimodal system utilizing a Complete Streets approach to improvements to address identified needs. The following section describes the City's anticipated financial resources over the next 20 years to implement these projects.

During the Transportation Element development process, many transportation needs and project ideas to meet those needs were identified across the City. Project ideas came from a variety of sources including community ideas shared during the three outreach series, projects carried forward from past plans, projects identified as needed to provide sufficient capacity to accommodate Shoreline's planned growth, as well as projects that would help construct the modal networks presented in the previous section.

Overall, there are 175 projects identified on the Transportation Element's unconstrained project list (see **Figure 21** which presents the locations of these projects, and **Table 11** that describes the projects). The projects listed are not prioritized or financially constrained, but encompass the complete list of possible projects identified through this planning process. These projects are grouped into the following categories:

### Intersection (I) and Multimodal Corridor (MMC) Projects

These projects provide capacity to accommodate anticipated future travel demand and build out pedestrian, bicycle, and transit modal networks to safely accommodate all users on Shoreline streets.

Notably, these projects include future capacity projects that the City has previously committed to:

- N 160th St / Greenwood Ave N / N Innis Arden Way – Roundabout to be installed.
- Meridian Ave N from N 155th St to N 175th St – Restripe with two-way left turn lane in key locations.
- N 185th St from 1st Ave NE to 5th Ave NE (west of I-5) – Sound Transit to rechannelize to three-lane cross section by station opening.
- 8th Ave NE and NE 185th Street – Sound Transit to install a Roundabout.
- 5th Ave NE and NE 185th Street – Sound Transit to install a signal.
- 5th Ave NE and NE 148th Street – Sound Transit to install a signal.
- 5th Ave NE and I-5 NB on ramp – Sound Transit to install a signal.

Projects also include the following additional capacity projects needed to meet the City's proposed LOS standard by 2044:

- Dayton Ave N & Carlyle Hall Road – Realign intersection geometry and signalize.
- 1st Ave NE & N 155th St – Redesign as urban compact roundabout.
- 25th Ave NE & NE 150th St – Redesign as urban compact roundabout.
- Meridian Ave N & N 175th St – Lane reconfigurations and signal phase changes to improve capacity.
- Meridian Ave N from N 155th St to N 175th St (NB) – Either widen or provide a segment LOS exemption.
- Meridian Ave N from N 175th St to N 185th St (NB) – Either widen or provide a segment LOS exemption.

The City has already begun design on two major corridors, 175th Street (Stone Ave to I-5) and 145th Street (Aurora Ave/Interurban Trail to I-5). These projects do not appear in the Project List, but the City is committed to securing funding to implement their construction.

### Unimproved Right-of-Way (R)

Areas with public access known as “unimproved right of way” that could accommodate a future pathway connection to expand the walking network.

### Trail Along the Rail (TAR)

An approximately 2.5 mile shared-use trail running roughly parallel to the planned Lynnwood Link Light Rail Extension alignment between 145th Street and 195th Street.

### Trail Connection (T)

Future on-street trail connections including the planned 145th Street Off Corridor Bike Network and planned on-street connections to the Trail Along the Rail. These connections will help cyclists navigate from trails to their final destinations. While these routes have various bicycle facility types, they tend to be on low-speed, low volume local streets.

### Bridge Project (B)

The only proposed bridge project is the 148th Street Non-Motorized Bridge project which will provide pedestrian and bicycle access across Interstate 5 to the Shoreline South/148th light rail station.

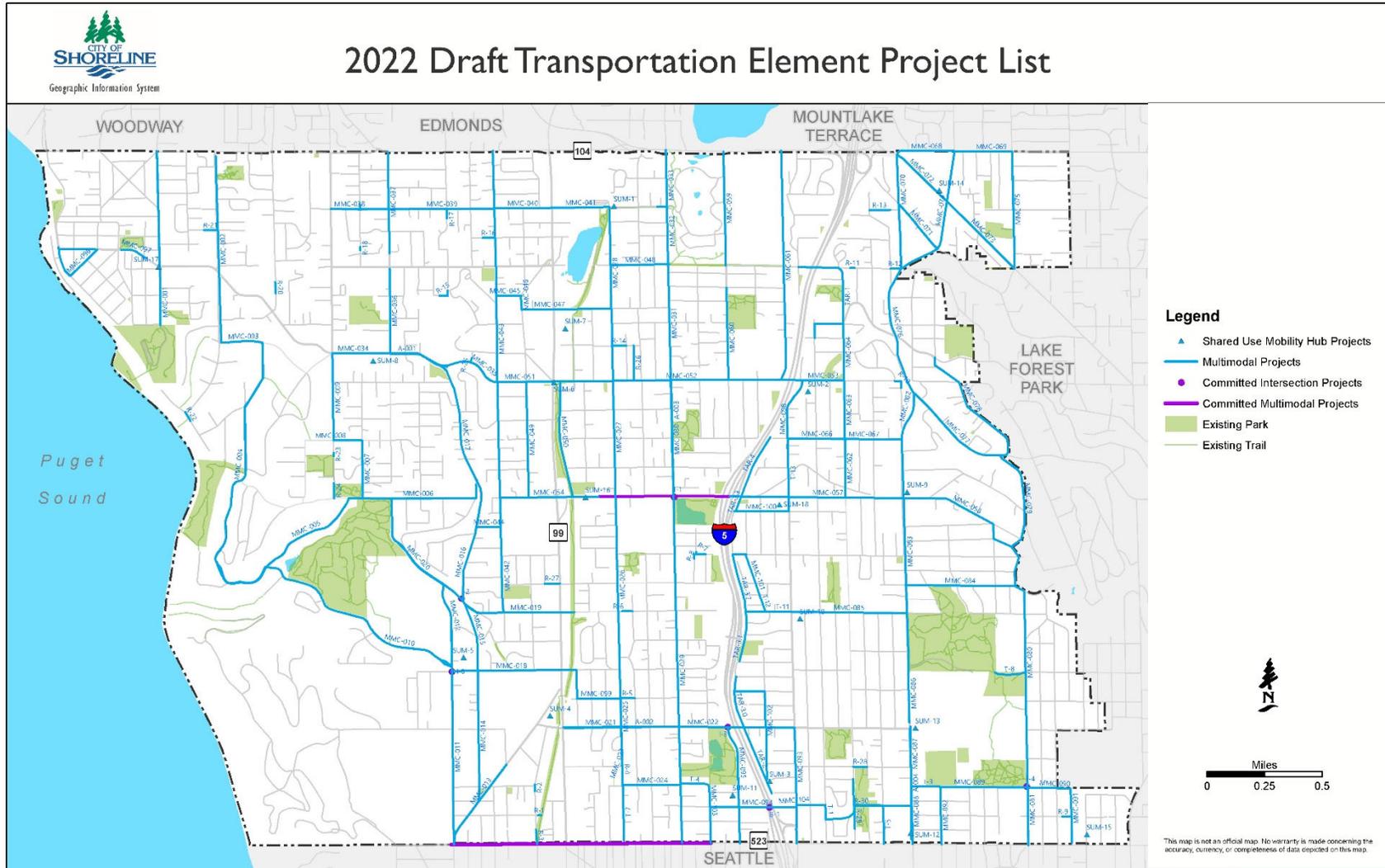
### Shared-Use Mobility Hubs (SUM)

Shared-use mobility hubs are places of connectivity where different modes of transportation come together seamlessly at concentrations of employment, housing, shopping, and recreation; and at major transit facilities. Shared-use mobility hubs can include space for bike share, scooter share, car share, as well as curb space for ride hailing services/pickups like Uber and Lyft. They also can provide creature comforts like public bathrooms, information kiosks, outdoor seating, bike parking, public art, and cell-phone recharging stations. There are 18 proposed locations for shared-use mobility hubs projects which are categorized into the following three typologies:

- **Regional hubs** are near light rail stations or major bus stations and should have the most features and amenities, as they will support the largest quantity of people from within and outside of Shoreline.
- **Central hubs** connect to key locations in Shoreline and should have sufficient amenities to support commuting, leisure, and recreation at and around hubs.
- **Neighborhood hubs** are the smallest type of mobility hubs and should focus on simple, pedestrian-friendly, and comfortable amenities for local communities.

See **Figure 21**, which presents the locations of these projects, which are also described in **Table 11**.

Figure 21. Project Map



Note: An updated version of this map will be included in the final draft of the Transportation Element.

Table 11: Project List

Project ID	Street	From	To	Description
<b>MMC-001</b>	20th Ave NW	NW 205th St	NW 190th St	20th Ave NW from NW 205th St to NW 190th St improve to bike LTS 1 and fill Sidewalk Gaps
<b>MMC-002</b>	15th Ave NW	N 205th St	NW 188th St	15th Ave NW from N 205th St to NW 188th St improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-003</b>	NW 188th St	15th Ave NW	14th Ave NW	NW 188th St from 15th Ave NW to 14th Ave NW improve to bike LTS 1
<b>MMC-004</b>	14th Ave NW / 15th Ave NW	NW 188th St	NW Innis Arden Way	14th Ave NW / 15th Ave NW from NW 188th St to NW Innis Arden Way improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-005</b>	10th Ave NW	NW Innis Arden Way	N 175th Street	10th Ave NW from NW Innis Arden Way to N 175th Street improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-006</b>	N 175th St	10th Ave NW	Dayton Ave N	N 175th St from 10th Ave NW to Dayton Ave N improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-007</b>	6th Ave NW	N 175th St	NW 180th St	6th Ave NW from N 175th St to NW 180th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-008</b>	NW 180th St	8th Ave NW	6th Ave NW	NW 180th St from 8th Ave NW to 6th Ave NW improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-009</b>	8th Ave NW	NW 180th St	NW Richmond Beach Rd	8th Ave NW from NW 180th St to NW Richmond Beach Rd improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-010</b>	NW Innis Arden Way	10th Ave NW	Greenwood Ave N	NW Innis Arden Way from 10th Ave NW to Greenwood Ave N improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-011</b>	Greenwood Ave N	N 145th St	N 160th St	Greenwood Ave N from N 145th St to N 160th St improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-012</b>	Greenwood Ave N	N 160th St	N 165th St	Greenwood Ave N from N 160th St to N 165th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-013</b>	Westminster Way N	N 145th St	Fremont Ave N	Westminster Way N from N 145th St to Fremont Ave N improve to bike LTS 1 and fill sidewalk gaps and provide frequent bus service
<b>MMC-014</b>	Dayton Ave N	Westminster Way N	N 160th St	Dayton Ave N from Westminster Way N to N 160th St improve to bike LTS 2 and fill sidewalk gaps and provide frequent bus service

<b>MMC-015</b>	Dayton Ave N	N 160th St	N 165th St	Dayton Ave N from N 160th St to N 165th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-016</b>	Dayton Ave N	N 165th St	N 171st St	Dayton Ave N from N 165th St to N 171st St improve to bike LTS 1 and fill sidewalk gaps and provide frequent bus service
<b>MMC-017</b>	Dayton Ave N	N 171st St	N 185th St	Dayton Ave N from N 171st St to N 185th St improve to bike LTS 1 and fill sidewalk gaps and provide local bus service
<b>MMC-018</b>	N 160th St	Greenwood Ave N	SR 99	N 160th St from Greenwood Ave N to SR 99 improve to bike LTS 2 and provide frequent bus service
<b>MMC-019</b>	N 165th St	Dayton Ave N	SR 99	N 165th St from Dayton Ave N to SR 99 improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-020</b>	Carlyle Hall Rd NW / 3rd Ave NW	Dayton Ave N	N 175th St	Carlyle Hall Rd NW / 3rd Ave NW from Dayton Ave N to N 175th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-021</b>	N 155th St	SR 99	Meridian Ave N	N 155th St from SR 99 to Meridian Ave N to improve auto capacity and provide bike LTS 2 and provide frequent bus service
<b>MMC-022</b>	N 155th St	Meridian Ave N	5th Ave NE	N 155th St from Meridian Ave N to 5th Ave NE improve to bike LTS 2 and provide frequent bus service
<b>MMC-023</b>	Ashworth Ave N	NE 145th St	N 155th St	Ashworth Ave N from NE 145th St to N 155th St improve to fill sidewalk gaps and build future trail connection
<b>MMC-024</b>	N 150th St	Ashworth Ave N	Meridian Ave N	N 150th St from Ashworth Ave N to Meridian Ave N improve to fill sidewalk gaps and build future trail connection
<b>MMC-025</b>	Ashworth Ave N	155th St	N 157th St	Ashworth Ave N from 155th St to N 157th St improve to bike LTS 1 and fill sidewalk gaps and build future trail connection
<b>MMC-026</b>	Ashworth Ave N	N 157th St	N 175th St	Ashworth Ave N from N 157th St to N 175th St improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-027</b>	Ashworth Ave N	N 175th St	N 185th St	Ashworth Ave N from N 175th St to N 185th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-028</b>	Ashworth Ave N	N 185th St	N 200th St	Ashworth Ave N from N 185th St to N 200th St improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-029</b>	Meridian Ave N	N 145th St	N 175th St	Meridian Ave N from N 145th St to N 175th St improve to bike LTS 2 and provide local bus service
<b>MMC-030</b>	Meridian Ave N	N 175th St	N 185th St	Meridian Ave N from N 175th St to N 185th St to improve auto capacity and provide bike LTS 2 and provide local bus service

<b>MMC-031</b>	Meridian Ave N	N 185th St	N 195th St	Meridian Ave N from N 185th St to N 195th St improve to bike LTS 2 and provide local bus service
<b>MMC-032</b>	Meridian Ave N	N 195th St	N 200th St	Meridian Ave N from N 195th St to N 200th St improve to bike LTS 2 and fill sidewalk gaps and provide local bus service
<b>MMC-033</b>	Meridian Ave N	N 200th St	N 205th St	Meridian Ave N from N 200th St to N 205th St improve to fill sidewalk gaps and provide local bus service
<b>MMC-034</b>	NW Richmond Beach Rd	8th Ave NW	Dayton Ave N	NW Richmond Beach Rd from 8th Ave NW to Dayton Ave N to improve auto capacity and provide bike LTS 2 and provide frequent bus service
<b>MMC-035</b>	NW Richmond Beach Rd	Dayton Ave N	Fremont Ave N	NW Richmond Beach Rd from Dayton Ave N to Fremont Ave N improve to bike LTS 2 and provide frequent bus service
<b>MMC-036</b>	3rd Ave NW	NW Richmond Beach Rd	NW 195th St	3rd Ave NW from NW Richmond Beach Rd to NW 195th St improve to bike LTS 1 and fill sidewalk gaps and provide local bus service
<b>MMC-037</b>	3rd Ave NW	NW 196th Pl	N 205th St	3rd Ave NW from NW 196th Pl to N 205th St improve to bike LTS 1 and fill sidewalk gaps and provide local bus service
<b>MMC-038</b>	N 200th St	8th Ave NW	3rd Ave NW	N 200th St from 8th Ave NW to 3rd Ave NW improve to bike LTS 1
<b>MMC-039</b>	N 200th St	3rd Ave NW	Fremont Ave N	N 200th St from 3rd Ave NW to Fremont Ave N improve to bike LTS 2 and fill sidewalk gaps and provide local bus service
<b>MMC-040</b>	N 200th St	Fremont Ave N	SR 99	N 200th St from Fremont Ave N to SR 99 improve to bike LTS 2 and fill sidewalk gaps and provide local bus service
<b>MMC-041</b>	N 200th St	SR 99	Ashworth Ave N	N 200th St from SR 99 to Ashworth Ave N improve to bike LTS 2 and provide local bus service
<b>MMC-042</b>	Fremont Ave N	N 165th St	N 170th St	Fremont Ave N from N 165th St to N 170th St improve to bike LTS 2 and fill sidewalk gaps and provide local bus service
<b>MMC-043</b>	Fremont Ave N	N 170th St	N 205th St	Fremont Ave N from N 170th St to N 205th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-044</b>	N 172nd St	Dayton Ave N	Fremont Ave N	N 172nd St from Dayton Ave N to Fremont Ave N improve to LTS 2 and provide local bus service
<b>MMC-045</b>	N 193rd St	Fremont Ave N	Firlands Way N	N 193rd St from Fremont Ave N to Firlands Way N improve to bike LTS 1
<b>MMC-046</b>	Firlands Way N	N 193rd St	N 192nd St	Firlands Way N from N 193rd St to N 192nd St improve to bike LTS 1 and fill sidewalk gaps

<b>MMC-047</b>	N 192nd St	Firlands Way N	Ashworth Ave N	N 192nd St from Firlands Way N to Ashworth Ave N improve to bike LTS 1
<b>MMC-048</b>	N 195th St	Ashworth Ave N	Meridian Ave N	N 195th St from Ashworth Ave N to Meridian Ave N improve to bike LTS 1
<b>MMC-049</b>	Linden Ave N	N 185th St	N 175th St	Linden Ave N from N 185th St to N 175th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-050</b>	Midvale Ave N	N 185th St	N 175th St	Midvale Ave N from N 185th St to N 175th St improve to bike LTS 2
<b>MMC-051</b>	N 185th St	Fremont Ave N	SR 99	N 185th St from Fremont Ave N to SR 99 improve to bike LTS 1 and provide frequent bus service
<b>MMC-052</b>	N 185th St	SR 99	5th Ave NE	N 185th St from SR 99 to 5th Ave NE improve to bike LTS 1 and provide Bus Rapid Transit
<b>MMC-053</b>	N 185th St	5th Ave NE	10th Ave NE	N 185th St from 5th Ave NE to 10th Ave NE improve to bike LTS 1 and provide frequent bus service
<b>MMC-054</b>	N 175th St	Fremont Ave N	Wallingford Ave N	N 175th St from Fremont Ave N to Wallingford Ave N improve to bike LTS 1 and fill sidewalk gaps and provide frequent bus service
<b>MMC-055</b>	N 175th St	Wallingford Ave N	Corliss Ave N	N 175th St from Wallingford Ave N to Corliss Ave N improve to bike LTS 1 and fill sidewalk gaps and provide frequent bus service
<b>MMC-056</b>	N 175th St	Corliss Ave N	I-5	N 175th St from Corliss Ave N to I-5 improve to bike LTS 1 and provide frequent bus service
<b>MMC-057</b>	N 175th St	I-5	15th Ave NE	N 175th St from I-5 to 15th Ave NE improve to bike LTS 2 and provide frequent bus service
<b>MMC-058</b>	N 175th St	15th Ave NE	25th Ave NE	N 175th St from 15th Ave NE to 25th Ave NE improve to bike LTS 2 and fill sidewalk gaps and provide local bus service
<b>MMC-059</b>	1st Ave NE	N 195th St	NE 205th St	1st Ave NE from N 195th St to NE 205th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-060</b>	1st Ave NE	NE 185th St	N 193rd St	1st Ave NE from NE 185th St to N 193rd St improve to bike LTS 2
<b>MMC-061</b>	5th Ave NE	NE 185th St	NE 205th St	5th Ave NE from NE 185th St to NE 205th St improve to bike LTS 2 and fill sidewalk gaps and provide local bus service
<b>MMC-062</b>	10th Ave NE	NE 175th St	NE 180th St	10th Ave NE from NE 175th St to NE 180th St improve to bike LTS 2 and fill sidewalk gaps

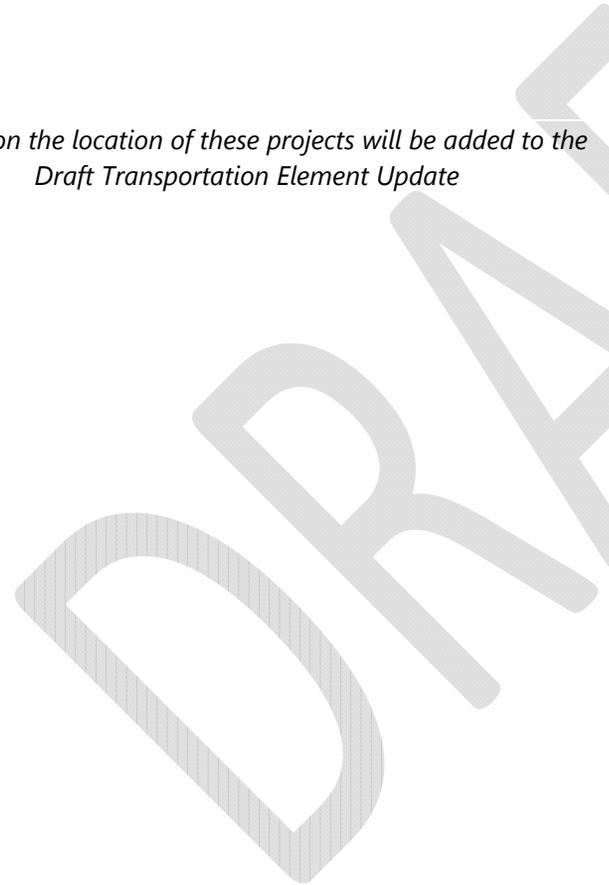
<b>MMC-063</b>	10th Ave NE	NE 180th St	N 185th St	10th Ave NE from NE 180th St to N 185th St improve to bike LTS 2 and fill sidewalk gaps and provide frequent bus service
<b>MMC-064</b>	10th Ave NE	N 185th St	NE 190th St	10th Ave NE from N 185th St to NE 190th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-065</b>	8th Ave NE	NE 180th St	N 185th St	8th Ave NE from NE 180th St to N 185th St improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-066</b>	NE 180th St	5th Ave NE	10th Ave NE	NE 180th St from 5th Ave NE to 10th Ave NE improve to bike LTS 1
<b>MMC-067</b>	NE 180th St	10th Ave NE	15th Ave NE	NE 180th St from 10th Ave NE to 15th Ave NE improve to fill sidewalk gaps and provide frequent bus service
<b>MMC-068</b>	NE 205th St	15th Ave NE	19th Ave NE	NE 205th St from 15th Ave NE to 19th Ave NE improve to bike LTS 1 and provide frequent bus service
<b>MMC-069</b>	NE 205th St	19th Ave NE	25th Ave NE	NE 205th St from 19th Ave NE to 25th Ave NE improve to bike LTS 1
<b>MMC-070</b>	15th Ave NE	NE 205th St	NE 195th St	15th Ave NE from NE 205th St to NE 195th St improve to bike LTS 2 and provide frequent bus service
<b>MMC-071</b>	Forest Park Dr NE	15th Ave NE	19th Ave NE	Forest Park Dr NE from 15th Ave NE to 19th Ave NE improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-072</b>	Ballinger Way NE	15th Ave NE	19th Ave NE	Ballinger Way NE from 15th Ave NE to 19th Ave NE improve to bike LTS 1 and provide frequent bus service
<b>MMC-073</b>	Ballinger Way NE	19th Ave NE	25th Ave NE	Ballinger Way NE from 19th Ave NE to 25th Ave NE improve to bike LTS 1 and fill sidewalk gaps and provide frequent bus service
<b>MMC-074</b>	19th Ave NE	NE 205th St	NE 195th St	19th Ave NE from NE 205th St to NE 195th St improve to bike LTS 2 and fill sidewalk gaps and provide frequent bus service
<b>MMC-075</b>	25th Ave NE	NE 205th St	NE 195th St	25th Ave NE from NE 205th St to NE 195th St improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-076</b>	15th Ave NE	NE 195th St	24th Ave NE	15th Ave NE from NE 195th St to 24th Ave NE improve to bike LTS 1 and fill sidewalk gaps and provide frequent bus service
<b>MMC-077</b>	24th Ave NE	15th Ave NE	25th Ave NE	24th Ave NE from 15th Ave NE to 25th Ave NE improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-078</b>	25th Ave NE	NE 178th St	NE Perkins Way	25th Ave NE from NE 178th St to NE Perkins Way improve to bike LTS 2 and fill sidewalk gaps

<b>MMC-079</b>	25th Ave NE	NE 178th St	NE 175th St	25th Ave NE from NE 178th St to NE 175th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-080</b>	25th Ave NE	NE 175th St	NE 150th St	25th Ave NE from NE 175th St to NE 150th St improve to bike LTS 2 and fill sidewalk gaps and provide local bus service
<b>MMC-081</b>	25th Ave NE	NE 150th St	NE 145th St	25th Ave NE from NE 150th St to NE 145th St improve to bike LTS 2 and build future trail connection
<b>MMC-082</b>	15th Ave NE	24th Ave NE	NE 180th St	15th Ave NE from 24th Ave NE to NE 180th St improve to bike LTS 1 and fill sidewalk gaps and provide frequent bus service
<b>MMC-083</b>	15th Ave NE	NE 180th St	Hamlin Park Rd	15th Ave NE from NE 180th St to NE 175th St improve to bike LTS 2 and provide frequent bus service
<b>MMC-084</b>	NE 168th St	15th Ave NE	25th Ave NE	NE 168th St from 15th Ave NE to 25th Ave NE improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-085</b>	NE 165th St	5th Ave NE	15th Ave NE	NE 165th St from 5th Ave NE to 15th Ave NE improve to bike LTS 1 and fill sidewalk gaps
<b>MMC-086</b>	15th Ave NE	Hamlin Park Rd	NE 155th St	15th Ave NE from Hamlin Park Rd to NE 155th St improve to fill sidewalk gaps and provide frequent bus service
<b>MMC-087</b>	15th Ave NE	NE 155th St	NE 150th St	15th Ave NE from NE 155th St to NE 150th St to improve auto capacity and fill sidewalk gaps and provide frequent bus service
<b>MMC-088</b>	15th Ave NE	NE 150th St	N 145th St	15th Ave NE from NE 150th St to N 145th St to improve auto capacity and provide bike LTS 1 and provide frequent bus service
<b>MMC-089</b>	NE 150th St	15th Ave NE	25th Ave NE	NE 150th St from 15th Ave NE to 25th Ave NE improve to fill sidewalk gaps and provide local bus service
<b>MMC-090</b>	NE 150th St	25th Ave NE	28th Ave NE	NE 150th St from 25th Ave NE to 28th Ave NE improve to fill sidewalk gaps and build future trail connection
<b>MMC-091</b>	28th Ave NE	NE 150th St	NE 145th St	28th Ave NE from NE 150th St to NE 145th St to build future trail connection
<b>MMC-092</b>	17th Ave NE	NE 150th St	NE 145th St	17th Ave NE from NE 150th St to NE 145th St to build future trail connection
<b>MMC-093</b>	5th Ave NE	NE 155th St	N 145th St	5th Ave NE from NE 155th St to N 145th St improve to bike LTS 2 and provide frequent bus service
<b>MMC-094</b>	NE 148th St	5th Ave NE	1st Ave NE	NE 148th St from 5th Ave NE to 1st Ave NE improve to bike LTS 1 and build future trail connection

<b>MMC-095</b>	1st Ave NE	N 155th St	N 145th St	1st Ave NE from N 155th St to N 145th St improve to bike LTS 2 and fill sidewalk gaps
<b>MMC-096</b>	Richmond Beach Dr NW	NW 199th St	NW 195th Pl	Richmond Beach Dr NW from NW 199th St to NW 195th Pl improve to fill sidewalk gaps and provide frequent bus service
<b>MMC-097</b>	NW 196th St	23rd Ave NW	20th Ave NW	NW 196th St from 23rd Ave NW to 20th Ave NW improve to fill sidewalk gaps and provide frequent bus service
<b>MMC-098</b>	5th Ave NE	NE 185th St	NE 175th St	5th Ave NE from NE 185th St to NE 175th St improve to fill sidewalk gaps and provide frequent bus service and build future trail connection
<b>MMC-099</b>	N 157th St	Midvale Ave N	Ashworth Ave N	N 157th St from Midvale Ave N to Ashworth Ave N to build future trail connection
<b>MMC-100</b>	NE 147th St	1st Ave NE	5th Ave NE	NE 147th St from 1st Ave NE to 5th Ave NE to build future trail connection
<b>MMC-101</b>	NE 170th St / 3rd Ave NE / NE 165th St	1st Ave NE	5th Ave NE	NE 170th St / 3rd Ave NE / NE 165th St from 1st Ave NE to 5th Ave NE to build future trail connection
<b>MMC-102</b>	NE 158th St / 3rd Ave NE	1st Ave NE	NE 149th St	NE 158th St / 3rd Ave NE from 1st Ave NE to NE 149th St to build future trail connection
<b>MMC-103</b>	Corliss Ave N	N 150th St	N 145th St	Corliss Ave N from N 150th St to N 145th St to build future trail connection
<b>MMC-104</b>	NE 148th St	5th Ave NE	15th Ave NE	NE 148th St from 5th Ave NE to 15th Ave NE to build future trail connection
<b>R-1</b>	<i>Details on the location of these projects will be added to the Draft Transportation Element Update</i>			Unopened Right of Way
<b>R-2</b>				Unopened Right of Way
<b>R-3</b>				Unopened Right of Way
<b>R-4</b>				Unopened Right of Way
<b>R-5</b>				Unopened Right of Way
<b>R-6</b>				Unopened Right of Way
<b>R-7</b>				Unopened Right of Way
<b>R-8</b>				Unopened Right of Way
<b>R-9</b>				Unopened Right of Way
<b>R-10</b>				Unopened Right of Way
<b>R-11</b>				Unopened Right of Way
<b>R-12</b>				Unopened Right of Way

<b>R-13</b>		Unopened Right of Way
<b>R-14</b>		Unopened Right of Way
<b>R-15</b>		Unopened Right of Way
<b>R-16</b>		Unopened Right of Way
<b>R-17</b>		Unopened Right of Way
<b>R-18</b>		Unopened Right of Way
<b>R-19</b>		Unopened Right of Way
<b>R-20</b>		Unopened Right of Way
<b>R-21</b>		Unopened Right of Way
<b>R-22</b>		Unopened Right of Way
<b>R-23</b>	<i>Details on the location of these projects will be added to the Draft Transportation Element Update</i>	Unopened Right of Way
<b>R-24</b>		Unopened Right of Way
<b>R-25</b>		Unopened Right of Way
<b>R-26</b>		Unopened Right of Way
<b>R-27</b>		Unopened Right of Way
<b>R-28</b>		Unopened Right of Way
<b>R-29</b>		Unopened Right of Way
<b>R-30</b>		Unopened Right of Way
<b>T-1</b>		Off-Corridor Trail Network
<b>T-3</b>		Off-Corridor Trail Network
<b>T-4</b>	Off-Corridor Trail Network	
<b>T-5</b>	Off-Corridor Trail Network	
<b>T-6</b>	Off-Corridor Trail Network	
<b>T-7</b>	Off-Corridor Trail Network	
<b>T-8</b>	Off-Corridor Trail Network	
<b>T-11</b>	Off-Corridor Trail Network	
<b>T-12</b>	Off-Corridor Trail Network	
<b>T-13</b>	Off-Corridor Trail Network	
<b>TAR-1</b>	Trail Along the Rail; Phase 1	
<b>TAR-2</b>	Trail Along the Rail; Phase 2	
<b>TAR-3.0</b>	Trail Along the Rail; Phase 3 5559	
<b>TAR-3.1</b>	Trail Along the Rail; Phase 3 6163	
<b>TAR-3.2</b>	Trail Along the Rail; Phase 3	

*Note: The Trail projects will be renumbered in the final draft Transportation Element to remove gaps in numbering.*



<b>TAR-3.3</b>	<i>Details on the location of these projects will be added to the Draft Transportation Element Update</i>	Trail Along the Rail; Phase 3 7475
<b>TAR-4</b>		Trail Along the Rail; Phase 4
<b>SUM-1</b>		Aurora Village Transit Center
<b>SUM-2</b>		Shoreline North/185th Station
<b>SUM-3</b>		Shoreline South/148th Station
<b>SUM-4</b>		Shoreline Place
<b>SUM-5</b>		Shoreline Community College
<b>SUM-6</b>		Aurora Ave N & N 185th St
<b>SUM-7</b>		Shoreline Park & Ride
<b>SUM-8</b>		4-Corners
<b>SUM-9</b>		North City Business District
<b>SUM-10</b>		Ridgecrest Business District
<b>SUM-11</b>		148th St Non-Motorized Bridge
<b>SUM-12</b>		15th Ave BRT Station
<b>SUM-13</b>		Fircrest
<b>SUM-14</b>		Ballinger
<b>SUM-15</b>		30th Ave BRT Station
<b>SUM-16</b>		City Hall
<b>SUM-17</b>		Richmond Beach
<b>SUM-18</b>		Shoreline Library
<b>B-1</b>		148th St Bridge
<b>I-1</b>		Meridian Ave N & N 175th St
<b>I-2</b>		Dayton Ave N & Carlyle Hall Rd
<b>I-3</b>		1st Ave NE & N 155th St
<b>I-4</b>		25th Ave NE & NE 150th St
<b>I-6</b>		N 160th St & Greenwood Ave N & N Innis Arden Way
<b>145th Project 1</b>		Greenwood to the Interurban Trail
<b>145th Project 2</b>		Interurban Trail to Wallingford Ave N
<b>145th Project 3</b>		Wallingford to Corliss Ave N



## FUNDING AND IMPLEMENTATION

The previous section presents the Transportation Element list of all projects needed to complete an overall transportation vision. A key planning requirement of the Growth Management Act is the concept of fiscal restraint in transportation planning. A fiscally-constrained Transportation Element must first allow for operation and maintenance of existing facilities, and then capital improvements. To introduce fiscal constraint into the plan, an inventory of past revenues and costs was undertaken to identify funds that are likely to be available for capital construction and operations.

*Note: The funding sources and totals are being reviewed and will be updated in the final draft Transportation Element.*

The Transportation Element focuses on capital projects that will complete Shoreline's multimodal networks. Over the past five years, the City of Shoreline's annual revenues and expenditures for transportation (including both operations and capital) have varied significantly, from a low of \$5 million to a high of \$27 million. These fluctuations are related to the delivery of major projects, which is a trend that will likely continue over the life of this Transportation Element.

Revenues that fund transportation operations and capital in Shoreline include those from outside sources and grants, general city funds, real estate excise taxes, impact fees, and gas tax receipts. If the City were able to maintain the level of investment seen over the past five years, the City could afford approximately \$30 million in operations and around \$235 million in transportation capital projects over the period from 2023-2044. This represents a \$15 million shortfall in revenue needed to operate and maintain Shoreline's transportation system.

### Options to Increase Revenue

Like all Washington State cities, the City of Shoreline has **limited dedicated transportation funding options**, many of which the City is already using. Expected future collections for the identified dedicated transportation funding options are included below; the potential impact on funding shortfalls depends on the City's final capital plan.

**Transportation Benefit District** sales tax and vehicle licensing fees are independent taxing districts created by ordinance. This is a flexible source of funding that can be applied for either capital or programmatic expenditures. The City of Shoreline uses both the sales and use tax and vehicle licensing fees options. While the City is levying the maximum allowable sales and use tax rate, the vehicle licensing fee (VLF) could be increased from the current \$40 up to \$100. The fee could be raised to \$50 without voter approval; any increase above \$50 would require a vote of the people. Since the 2019 increase to \$40, VLF revenues have averaged \$1.5 million. Based on the estimated number of registered vehicles in the City of Shoreline provided by the Washington State Department of Licensing, increasing the **VLF to \$50 would increase annual revenues to approximately \$2 to \$3 million.**<sup>6</sup> With voter approval, the maximum \$100 per vehicle fee from a VLF would raise **\$4 to \$6 million annually.**

<sup>6</sup> The Washington State Department of Licensing estimated 59,805 registered vehicles in the City of Shoreline with an expectation that this estimate is a lower than expected total because of data issues within DOL's database. However, even after accounting for the 1% administration fee for DOL, Shoreline's collected vehicle license fees are only two thirds of what would be expected. This difference could be from individuals not renewing.

**Local Improvement Districts (LIDs)** are special purpose financing mechanisms that can be created by cities to fund capital improvements in specific areas. LIDs generate funds by implementing proportionate special assessments on property owners that benefit from improvements. LID revenues are limited in their use to specific capital projects that benefit owners in the special purpose area for which they were created. Cities are authorized to form LIDs under RCW 35.43 without voter approval; however, LID formation is a complex process and must first be demonstrated to be financially feasible. Additionally, if the City receives protests from “property owners who would pay at least 60% of the total cost of the improvement”<sup>7</sup> the LID would be dissolved.

The City does not currently use LIDs. **The potential amount LIDs could generate is dependent on the planned projects** within the area. To generate LID revenue in the future, the City would have to identify specific projects that fit the general requirements of a LID on a case by case basis.

**Commercial Parking Tax** is levied on commercial parking lots, either collected from businesses or from customers at the time of sale. The City of Shoreline currently has no commercial parking lots. Cities are not restricted in the amount that can be levied, but use of revenues is restricted to transportation. As a City with more than 8,000 residents, the City of Shoreline would need to develop and adopt a program connected to the City’s other transportation planning efforts and identify the geographic boundaries in which revenues will be collected and expended.<sup>8</sup> This program would only generate revenue once commercial parking is provided in the City.

Example jurisdictions with commercial parking taxes include the cities of Mukilteo, SeaTac, Seattle, and Tukwila. SeaTac levies the tax on a per transaction basis whereas the other three levy a percent of sales. Rates range from 8%-25%. The Washington State Department of Revenue (DOR) data suggest that sales for parking lots and related personal service industries run from \$0 to \$200,000<sup>9</sup>. Applying the low and high area example rates suggests that **a commercial parking tax would raise \$0 to \$40,000 annually.**

**Red Light and School Speed Zone Enforcement Cameras** create infractions for failing to stop at red lights or for speeding by photographing cars in individual intersections. The Washington State Supreme Court is responsible for setting traffic infraction penalties 46.63.110(1)), which currently lists a \$48 fine for failure to stop. Jurisdictions can increase the fee, up to \$250 per infraction. Based on infraction rates and the percentage of people that pay their penalties, the City of Shoreline could generate **approximately \$150,000 in annual revenue per camera.** Revenues need to be balanced against the cost of buying, installing, and maintaining the units.

**Business License Fees** are charged to businesses operating within the City’s bounds. As a code city, Shoreline’s ability to levy business licenses is controlled by RCW 35A.82.020. Currently, the City collects

---

<sup>7</sup> Municipal Research Services Center, “[Local Improvement Districts](#),” last modified April 2, 2021.

<sup>8</sup> [RCW 82.80.070](#)(3)(a-d).

<sup>9</sup> The Washington State Department of Revenue provides total taxable retail sales by North American Industry Classification System codes. However, data are suppressed when the number of businesses is low enough to provide identifiable data (typically less than 4 businesses). For Parking Lots and Garages (NAICS 812930) the data are suppressed, but by moving up a level of specification to NAICS cluster 8129 and running reports for the other six-digit industry groupings, data suggest that sales run from \$0 to \$200,000.

\$40 per year for businesses earning \$2,000 or more in revenues annually. Since 2017, the City also collects business and occupation (B&O) tax for those businesses with gross receipts of \$500,000 or more annually.

The City could move to levying business license fees on a sliding scale dependent on gross receipts or employment (head tax). As business generates economic activity for the City, there is a trade-off between encouraging increased business activity in a city and charging businesses for the ability to conduct business within a jurisdiction's borders; as MRSC suggests, "fees charged should be fair and bear a reasonable relation to the costs." Increased revenues could be earmarked for transportation purposes, although these fees are not restricted in use and could always be reappropriated by Council action or financial policy.

In addition to transportation specific revenue options, the City has other revenue and financing options that can be used for transportation. Some of these options create additional revenues for the City but others are revenue neutral, suggesting a reduction of spending in other places.

**Limited Tax General Obligation (LTGO) Bonds and Unlimited Tax General Obligation (UTGO) Bonds** are financing tools cities can levy. Debt bears additional costs through interest, and any use of bonding capacity for transportation projects reduces the remaining bonding capacity available for other city projects. LTGO bonds will impact the General Fund, while UTGO bonds will have an additional tax burden.

Cities, TBDs, and LIDs may issue general obligation bonds, by special election or council decision, to finance projects of general benefit to the jurisdiction. In addition to the principal and interest costs of issuing debt, there are usually costs associated with issuing bonds, including administrative time, legal and underwriting costs, and insurance costs. The Washington State Constitution limits the amount of debt municipalities can incur to 5.0% of the City's assessed value of taxable properties; the Washington State Legislature has statutorily limited the debt carrying capacity further to 2.5% of the assessed value. Taking on additional bond debt will affect cities' credit rating, so best practices suggest using less than two-thirds of the debt capacity to maintain credit rating.

LTGO bonds can be used for any purpose, but funding for debt service must be made available from existing revenue sources. UTGO bonds can be used only for capital purposes, and replacement of equipment is not permitted.

Redirecting unrestricted funds currently used for other purposes (e.g., using REET 1 – a 0.25% real estate excise tax a city can impose - for transportation purposes) could provide around **\$30 million (2021\$)** from 2023-2044.

In addition to the above funding options, it is important to note that the City of Shoreline is an active regional partner that routinely secures grant funding for projects (approximately \$2 million per year). Regional partnerships and attracting outside funding through federal, state, and regional grants should continue to be a funding source that supports implementation of Shoreline's multimodal transportation system.

## Implementation

The Transportation Element will guide local and regional transportation investments and define the City's future transportation policies, programs, and projects for the next 20 years. The Transportation Element

helps the City assess the relative importance of transportation projects and programs; as Shoreline growth takes place and the need for improved and new facilities is warranted, scheduling the planning, engineering, and construction of projects becomes key. The Transportation Element establishes a methodology for prioritizing projects to be included in the future Transportation Improvement Plan (TIP) and Capital Improvement Plan (CIP).

The foundation of this Transportation Element is the Shoreline transportation vision and six supporting goals, which are supported by the community and endorsed by Shoreline City Council. To ensure that projects are evaluated and prioritized in line with this vision and goals, Council discussed and agreed with the project evaluation criteria, which are summarized in **Table 12** below.

Table 12: Project Evaluation Criteria

Goal	Purpose	Project Evaluation Criteria
<b>Safety</b> 	<b>Prioritize Safety</b> Make Shoreline’s transportation system safe and comfortable for all users, regardless of mode or ability.	<b>Decrease Injury Collisions</b> Identify locations in need of increased safety measures based on collisions and traffic speed and volume.
<b>Equity</b> 	<b>Seek Equity</b> Ensure all people, especially those whose needs have been systemically neglected, are well served by making transportation investments through an anti-racist and inclusive process which results in equitable outcomes.	<b>Provide Equitable Access</b> Identify areas of populations who have the greatest need (e.g., children, older adults, people with disabilities, lower income communities, communities of color, and limited English speakers).
<b>Multimodality</b> 	<b>Provide Multimodal Options</b> Expand and strengthen the multimodal network, specifically walking, biking, and transit, to increase the number of safe, convenient, reliable, and accessible travel options.	<b>Reduce Auto Dependency</b> Support frequent and reliable transit service (e.g., BATlanes, queue jumps, etc.). Provide multimodal access to and from shared-use mobility hubs, transit stops, and stations.
<b>Connectivity</b> 	<b>Plan a Connected Community</b> Complete a network of multimodal transportation connections to and from key destinations such as parks, schools, community services, commercial centers, places of employment, and transit.	<b>Build a Connected Network<sup>1</sup></b> Plan a robust network of connected transit, pedestrian, and bicycle routes to key destinations (e.g., parks, schools, libraries, etc.).
<b>Climate Resiliency</b> 	<b>Protect the Environment</b> Increase climate resiliency by promoting sustainability, reducing pollution, promoting healthy habitats, and supporting clean air and water.	<b>Increase Resiliency to Climate Change<sup>2</sup></b> Identify ways to reduce flooding vulnerabilities, urban heat island effect, and transportation-related greenhouse gas emissions.
<b>Community Vibrancy</b> 	<b>Foster a Vibrant Community</b> Support livability by evoking a sense of identity through arts/culture, attracting and sustaining desired economic activity, and accommodating the movement of people and goods.	<b>Enhance Quality of Life</b> Promote the movement and delivery of goods; multimodal access to local businesses and community services; connections to nature via trails and paths; and places for public art, culture, and community gathering.

1 Refer to Reduce Auto Dependency for criteria for accessing transit options.

2 Refer to Reduce Auto Dependency for criteria for reducing transportation emissions by encouraging taking other travel modes than driving.

Since the City operates within a finite set of resources, it is important to develop a transparent, equitable, and data-driven process for prioritizing implementation of the transportation projects over the next 20 years. Building on the project evaluation criteria, the City developed the project prioritization metrics in

**Table 13** below to analyze a list of transportation projects to see if they are a high, medium, or low priority. The results of the prioritization process were used to develop a list of funded and unfunded priority projects to be included in the Transportation Element and TMP.

To understand and communicate the City's progress toward implementing priority projects, performance measures were developed to quantify the contributions of newly constructed transportation projects towards achieving the City's transportation Vision and Goals.

DRAFT

Table 13: Project Prioritization Metrics and Performance Measures

Goal	Project Prioritization Metrics	Performance Measures <i>Reported every two years unless otherwise noted</i>
<p><b>Safety</b></p> 	<p><b>Safety Metrics</b></p>	<p><b>Safety Performance Measures</b></p>
	<p>Location of improvement has a <b>collision history</b> (auto and/or pedestrian/bike):</p>	<p>Report number of <b>injury and fatal collisions</b> citywide through the <b>Annual Traffic Report</b>.</p>
	<p>At least <b>one injury collision</b> within the past</p>	
	<p>At least <b>one pedestrian or bike/auto</b></p>	
	<p><b>Two</b> or more <b>pedestrian or bike/auto</b></p>	
	<p>Location of improvement is along a street with</p>	
	<p>≤ 25 mph</p>	
	<p>≤ 30 mph</p>	
	<p>≤ 35 mph</p>	
	<p>Location of improvement has a <b>street</b></p>	
	<p>Collector Arterial</p>	
	<p>Minor Arterial</p>	
	<p>Principal Arterial</p>	
<p><b>Equity</b></p> 	<p><b>Equity Metrics</b></p>	
	<p><b>Equity Priority Areas based on the aggregated score of the following metrics:</b></p>	<p>Report number of newly constructed or renovated <b>multimodal projects</b> in <b>Equity Priority Areas</b> and number of <b>public engagement activities</b> for each of the projects.</p>
	<p>Improvement is within an area of concentrated need based on <b>Age</b>:</p> <p>Under 18 years 60 years or older<sup>10</sup></p>	
	<p>Improvement is within an area of concentrated need based on <b>income</b></p>	
	<p>Improvement serves a concentrated <b>community of color</b></p>	
<p>Top 20% of population density of households of people of color.</p>		

<sup>10</sup> Eligibility for the Older Americans Act starts at age 60.

<sup>11</sup> Eligibility threshold for King County Housing Authority residents is 80% of median income. U.S. Department of Housing and Urban Development (HUD) defines 50%-80% of median income as "Low Income".

	Improvement serves a concentrated community with <b>disabilities</b>	
	Improvement serves a concentrated community of <b>limited English speakers</b>	
	<b>Climate Resiliency<sup>12</sup> - Multimodality Metrics</b>	<b>CR-Multimodality Performance Measures</b>
	Improvement is located along an <b>existing or proposed transit route</b> .	Report number of newly constructed <b>multimodal projects</b> along an <b>existing or proposed transit route</b> .
	Improvement is located within a <b>¼ mile radius</b> of a <b>bus stop</b> .	Report number of newly constructed <b>multimodal projects</b> within a <b>¼ mile radius of a bus stop</b> .
	Improvement is located within a <b>½ mile radius</b> of an <b>existing or planned BRT stop or light rail station</b> .	Report number of newly constructed <b>multimodal projects</b> within a <b>½ mile radius of an existing or planned BRT stop or light rail station</b> .
	Improvement connects to an existing or proposed location of a <b>shared-use mobility hub or park and ride</b> .	Report number of newly constructed <b>multimodal connections</b> to an existing or proposed location of a <b>shared-use mobility hub or park and ride</b> .
	<b>Climate Resiliency - Connectivity Metrics</b>	<b>Climate Resiliency - Connectivity Performance Measures</b>
	Improvement is located within a <b>¼ mile radius</b> of a <b>school</b> .	Report number of newly constructed <b>pedestrian and/or bicycle projects</b> within a <b>¼ mile radius of a school</b> .
	Improvement is located within a <b>¼ mile radius</b> of a <b>park</b> .	Report number of newly constructed <b>pedestrian and/or bicycle projects</b> within a <b>¼ mile radius of a park</b> .
	Closes gap or extends an <b>existing pedestrian or bicycle facility</b> .	Report number of newly constructed <b>pedestrian and/or bicycle projects</b> that <b>close a gap or extend an existing pedestrian and/or bicycle facility</b> .
<b>Climate Resiliency</b>	<b>Climate Resiliency – Built Environment Metrics</b>	<b>Climate Resiliency – Built Environment Performance Measures</b>
	Improvement is within a <b>Surface Water Vulnerabilities</b> area per the City's Climate	Report number of newly constructed <b>multimodal projects</b> in <b>Surface Water Vulnerabilities</b> areas and number of

<sup>12</sup> Climate Resiliency prefix appears in several categories to show interrelated climate resiliency metrics without double counting points.

	<p>Impacts Tool and will include measures to reduce surface water runoff.</p>	<p>measures used to <b>reduce surface water runoff</b> for each project.</p>
	<p>Improvement is within an <b>Urban Heat Island</b> area per the City's Climate Impacts Tool and will include measures to mitigate urban heat island effect.</p>	<p>Report number of newly constructed <b>multimodal projects</b> in <b>Urban Heat Island</b> areas and number of measures used to <b>mitigate urban heat island effect</b> for each project.</p>
	<p>Refer to <b>Multimodality</b> and <b>Connectivity</b> for metrics for reducing transportation-related greenhouse gas (GHG) emissions by encouraging taking other travel modes than driving.</p>	<p>Report <b>Shoreline Vehicle Miles Traveled (VMT)</b> per capita and its resulting <b>GHG emissions</b>.</p>
		<p>Report number of <b>trees removed</b> and <b>trees planted</b> for all newly constructed <b>multimodal projects</b> and its projected net amount of <b>CO2 sequestered</b> over 20 years.</p>
<p><b>Community Vibrancy</b></p> 	<p><b>Community Vibrancy Metrics</b></p>	<p><b>Community Vibrancy Performance Measures</b></p>
	<p>Improvement enhances <b>multimodal access to an activity center</b> (within a ¼ mile radius of a retail/business area or civic/community building).</p>	<p>Report number of newly constructed <b>multimodal projects</b> within a ¼ mile radius of an <b>activity center</b>.</p>
	<p>Improvement provides an <b>alternative to walking or bicycling along a motorized facility</b> e.g., ped/bike bridge, trail/path through park or unopened right of way, etc.</p>	<p>Report number of newly constructed or renovated <b>ped/bike bridges, trails, and paths</b>.</p>
	<p>Improvement provides <b>places for public art, culture, and/or community gathering</b> e.g., locations of shared-use mobility hubs, trailheads, gateways, park frontages.</p>	<p>Report number of newly constructed or renovated <b>places for public art, culture, and/or community gathering</b>.</p>

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

<b>AGENDA TITLE:</b>	Discussion of Ordinance No. 969 - Amending Chapter 20.50 of the Shoreline Municipal Code to Add Regulations for Outdoor Seating and Discussion of Resolution No. 493 - Adopting a Fee for Outdoor Seating Permits
<b>DEPARTMENT:</b>	Planning & Community Development
<b>PRESENTED BY:</b>	Cate Lee, AICP, Senior Planner
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Eating and drinking establishments have been severely impacted by the COVID-19 pandemic. To provide relief for these businesses, many communities, including Shoreline, took action to ease regulations on outdoor seating areas so that lost capacity due to indoor seating restrictions were at least partially offset while still adhering to local requirements to reduce the spread of COVID-19. Shoreline’s interim regulations for outdoor seating areas went into effect on July 27, 2020 and have been extended by the City Council on four (4) occasions. Council has also previously directed staff to develop permanent regulations for outdoor seating areas.

Tonight, Council is scheduled to discuss proposed Ordinance No. 969 (Attachment A) which contains permanent regulations for onsite outdoor seating areas and would repeal the interim regulations that have been in effect since July 2020. Council is also scheduled to discuss proposed Resolution No. 434 (Attachment B), which would add a fee to the City’s Fee Schedule for an outdoor seating permit.

**RESOURCE/FINANCIAL IMPACT:**

Minimal resource impacts are anticipated as a result of this discussion. If Council adopts proposed Ordinance No. 969, the new regulations will result in fee collection related to staff processing of Outdoor Seating permit applications. However, this fee is not intended to cover the entire cost of staff time. The fee is proposed to cover only a portion of time to process the applications and to encourage these spaces, which offer a public benefit in the form of activating surface parking lots and increasing the number and types of gathering spaces. A one-hour fee will be charged to the business owner, while it’s anticipated staff will spend one to three hours reviewing the application. Proposed Resolution No. 493 provides would amend the City’s Fee Schedule to add a fee for this new permit.

## **RECOMMENDATION**

No formal action is required by Council at this time. The Planning Commission has recommended adoption of the proposed amendments to Chapter 20.50 of the Shoreline Municipal Code as shown in Exhibit A to Ordinance No. 969. Proposed Ordinance No. 969 is currently scheduled to be brought back to Council for potential action on September 12, 2022. In conjunction with the potential action of proposed Ordinance No. 969, action on proposed Resolution No. 493 is also current scheduled for September 12<sup>th</sup>.

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

## **BACKGROUND**

Eating and drinking establishments have been severely impacted by the COVID-19 pandemic. To provide relief for these businesses, many communities, including Shoreline, took action to ease regulations on outdoor seating areas so that lost capacity due to indoor seating restrictions were at least partially offset while still adhering to local requirements to reduce the spread of COVID-19. Shoreline's interim regulations for outdoor seating areas went into effect on July 27, 2020 and have been extended by the City Council on four (4) occasions. Council has also previously directed staff to develop permanent regulations for outdoor seating areas.

### **Interim Outdoor Seating Regulations**

The main components of the interim regulations approved by the City Council include the following:

- Establishment of an Outdoor Seating Registration for areas on private property;
- Suspension of Temporary Use Permit provisions in Shoreline Municipal Code (SMC) Section 20.30.295 for outdoor seating areas;
- Suspension of minimum off-street parking requirements in SMC 20.50.390 for existing eating and drinking establishments;
- Expedited review for Right-of-Way (ROW) Site Permits for outdoor seating areas on City ROW; and
- Waiver for application fees and ROW use fees.

To date, there have been five (5) outdoor seating registrations filed with the City. The businesses that have utilized the interim regulations are:

On Aurora Avenue North:

- Goldie's Casino
- Club Hollywood
- Woody's Tavern

On 15<sup>th</sup> Avenue NE:

- Easy Monkey Taphouse
- Monka Brewing

Of the five businesses that utilized this program, Monka Brewing and Woody's Tavern are the only two that continue to operate under the City's interim regulations. No new applications have been filed since the interim regulations were last extended and there have not been any applications for use of City ROW. Even though there has not been widespread utilization of the interim regulations, the City Council directed staff to bring forward permanent regulations for their consideration.

### **Proposed Permanent Outdoor Seating Regulations**

City staff researched the outdoor seating regulations of ten (10) cities. Most regulations were for traditional "sidewalk café" type of outdoor dining (in the public ROW), although a few addressed outdoor seating on private property, which is not common even in large cities. Most have temporary outdoor dining regulations, and some have permanent

sidewalk café regulations. This research is further detailed in the staff report for the December 16, 2021 Planning Commission meeting where it was a study item.

Outdoor dining regulations have historically just addressed dining in the public ROW, widely familiar as the sidewalk cafés popular in European cities and larger U.S. cities, that over time became more popular in small and mid-sized U.S. cities with historic or traditional downtowns.

In Shoreline, covered outdoor dining on private property attached to buildings have typically been reviewed and approved as part of the building permit process and do not have a separate review and approval processes. However, these areas are still subject to requirements such as parking, landscaping, etc. The proposed Code amendments acknowledge the surrounding context of many of the City’s eating and drinking establishments and offer flexibility to convert parking lots into attractive outdoor seating areas while also offering an option for businesses that can adapt to the evolving pandemic.

The Planning Commission is not proposing use of the public ROW at this time because of the limited number of areas that would be suitable for such use and the additional regulatory framework associated with private use of the public ROW. However, the amendments under consideration would not preclude future amendments for seating areas in the ROW.

### **Development Code Amendments Review Process**

Amendments to SMC Title 20 (Development Code) are processed as legislative decisions. Legislative decisions are non-project decisions made by the City Council under its authority to establish policies and regulations. The Planning Commission is the reviewing authority for legislative decisions and is responsible for holding an open record Public Hearing on the proposed Development Code amendments and making a recommendation to the City Council on each amendment.

SMC 20.30.350 states, “An amendment to the Development Code is a mechanism by which the City may bring its land use and development regulations into conformity with the Comprehensive Plan or respond to changing conditions or needs of the City.” The proposed amendments would establish provisions for outdoor seating and responds to changing conditions, namely the desire to safely gather during the continuing pandemic, and to convert inactive surface parking lots to vibrant gathering spaces, given the City’s emerging urban context.

The decision criteria for a Development Code amendment in SMC 20.30.350(B) states the City Council may approve or approve with modifications a proposal for a change to the text of the land use code when all of the following are satisfied:

1. The amendment is in accordance with the Comprehensive Plan; and
2. The amendment will not adversely affect the public health, safety, or general welfare; and
3. The amendment is not contrary to the best interest of the citizens and property owners of the City of Shoreline.

### **Planning Commission Review**

The Planning Commission discussed this topic on December 16, 2021, held a study session on May 19, 2022, and a Public Hearing on July 21, 2022. The staff reports for these Planning Commission agenda items, along with the meeting minutes and public comments, can be found at the following links:

- [December 16, 2021 Meeting](#)
- [May 19, 2022 Meeting](#)
- [July 21, 2022 Meeting](#)

The Planning Commission provided input and had a number of questions at the December 16, 2021 meeting as a study topic. Generally, the input was to provide more analysis on where staff would expect to see these areas in the City, to allow it beyond just food and beverage businesses, and the desire for these areas to be safe and aesthetically pleasing. These were further detailed in the staff report for the May 19, 2022 Planning Commission meeting where it was a discussion item.

No public comments were received during the July 21<sup>st</sup> Planning Commission Public Hearing. Following the Public Hearing, the Planning Commission voted 6-0 to recommend the proposed Outdoor Seating Development Code amendments as proposed in Attachment A, Exhibit A. A memo outlining the Planning Commission's recommendation is included in Attachment C.

### **DISCUSSION**

#### **Proposed Amendments in Ordinance No. 969**

The proposed code amendments in proposed Ordinance No. 969 would allow outdoor seating on private property in conjunction with a Brewpub, Eating and Drinking Establishment, Microbrewery, or Microdistillery use. The applicant has to obtain a permit from the City, but only a minimal one-hour fee is charged. Outdoor seating areas have to comply with other codes, such as noise, building and fire, and have to meet certain standards for safety and design, but would be allowed to convert a certain amount of off-street parking to this use. The general idea with the proposed code amendments is to provide safe and attractive outdoor seating spaces, while making permitting of these spaces easy for small business owners by eliminating barriers to their creation, such as a complex permitting process with high fees, and allowing the conversion of some off-street parking.

An example of onsite outdoor seating is provided in the image below:



*Image: Example of Onsite Outdoor Seating (Photo Credit: Ryan Givens)*

### **Proposed Outdoor Seating Permitting Fee**

In addition to the proposed code amendments in proposed Ordinance No. 969, a companion Resolution, proposed Resolution No. 493 (Attachment B), is being presented tonight for Council consideration to establish a fee for the processing of Outdoor Seating Permits consistent with other fees established for the Planning and Community Development Department.

The proposed fees in proposed Resolution No. 493 are outlined below:

- Outdoor Seating – Initial permit \$217.00
- Outdoor Seating – Modification of existing permit Hourly Rate, maximum of one (1) hour

### **PUBLIC OUTREACH**

Outreach on this topic included an online survey focused on local businesses, a virtual focus group, and notification to outside agencies as part of the environmental review under the State Environmental Policy Act (SEPA).

### **Online Survey and Focus Group**

Staff contacted local business owners and operators to participate in a short online survey and a focus group. The purpose of the online survey was to better understand outdoor seating currently and how the City can better help local businesses. The survey was open from March 22 to April 10, 2022, and there were 25 responses to the survey. Following the closing and analysis of the online survey, City staff convened a focus group consisting of three (3) local business owners of restaurants, bars and breweries.

The survey results and feedback from the focus group informed the proposed Code amendments and Planning Commission recommendation. The information below is part of the proposed amendments and are based on the highest priorities stated by business owners/operators in the online survey and focus group.

- Simple, flexible regulations that aren't overly concerned with aesthetics or contain burdensome requirements;
- Allow conversion of off-street parking; and
- Streamlined permitting process.

The survey and focus group are further detailed in the staff report for the May 19, 2022 Planning Commission meeting where it was a discussion item.

### **SEPA Determination and Comment**

The City determined that the proposed Development Code amendments will not have a probable significant adverse impact on the environment and, on June 8, 2022, issued a SEPA Determination of Non-Significance. On June 21, 2022, the City received a comment from staff at Public Health - Seattle/King County. The comment was a suggested addition to the proposed Development Code amendments relating to proper ventilation of these spaces. City staff has incorporated part of the suggested language into the proposed Development Code amendments.

### **RESOURCE/FINANCIAL IMPACT**

Minimal resource impacts are anticipated as a result of this discussion. If Council adopts proposed Ordinance No. 969, the new regulations will result in fee collection related to staff processing of Outdoor Seating permit applications. However, this fee is not intended to cover the entire cost of staff time. The fee is proposed to cover only a portion of time to process the applications and to encourage these spaces, which offer a public benefit in the form of activating surface parking lots and increasing the number and types of gathering spaces. A one-hour fee will be charged to the business owner, while it's anticipated staff will spend one to three hours reviewing the application. Proposed Resolution No. 493 provides would amend the City's Fee Schedule to add a fee for this new permit.

### **RECOMMENDATION**

No formal action is required by Council at this time. The Planning Commission has recommended adoption of the proposed amendments to Chapter 20.50 of the Shoreline Municipal Code as shown in Exhibit A to Ordinance No. 969. Proposed Ordinance No. 969 is currently scheduled to be brought back to Council for potential action on September 12, 2022. In conjunction with the potential action of proposed Ordinance No. 969, action on proposed Resolution No. 493 is also current scheduled for September 12<sup>th</sup>.

### **ATTACHMENTS**

Attachment A – Proposed Ordinance No. 969

Attachment A, Exhibit A – Planning Commission Recommended Code Amendments to Chapter 20.50 SMC

Attachment B – Proposed Resolution No. 493

Attachment C - Planning Commission Recommendation Memo

**ORDINANCE NO. 969**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING CHAPTER 20.50 OF THE SHORELINE MUNICIPAL CODE TITLE 20, THE UNIFIED DEVELOPMENT CODE, TO INCLUDE DESIGN STANDARDS PERTAINING TO OUTDOOR SEATING AND REPEALING INTERIM ORDINANCE NO. 965.**

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

WHEREAS, Shoreline Municipal Code (SMC) Title 20, sets forth the City's Unified Development Code; and

WHEREAS, on July 27, 2020, the City Council adopted Ordinance No. 895, enacting interim regulations for outdoor seating areas for existing restaurants and bars due to indoor seating restrictions in place at that time related to the COVID-19 pandemic; and

WHEREAS, on January 11, 2021, the interim regulations were extended by Ordinance No. 917, on June 21, 2021, they were extended again by Ordinance No. 936, on December 13, 2021, they were extended again by Ordinance No. 952, and on June 6, 2022, they were extended one final time by Ordinance No. 965; and these interim regulations will automatically expire on December 11, 2022; and

WHEREAS, during the pendency of these interim regulations, City staff has been developing design standards to allow outdoor seating areas at eating and drinking establishments; and

WHEREAS, on December 16, 2021, and May 19, 2022, the Planning Commission discussed the proposed amendments; and on July 21, 2022, the Planning Commission held a public hearing on the proposed amendments so as to receive public testimony; and

WHEREAS, at the conclusion of public hearing, the Planning Commission voted that the proposed amendments as presented by staff be approved by the City Council; and

WHEREAS, on August 15, 2022, the City Council held a study session on the proposed amendments; and

WHEREAS, pursuant to RCW 36.70A.370, the City has utilized the process established by the Washington State Attorney General so as to assure the protection of private property rights; and

WHEREAS, pursuant to RCW 36.70A.106, the City has provided the Washington State Department of Commerce with a 60-day notice of its intent to adopt the amendment(s) to its Unified Development Code; and

WHEREAS, the environmental impacts of the amendments resulted in the issuance of a Determination of Non-significance on June 8, 2022; and

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

WHEREAS, the City Council has considered the entire public record, public comments, written and oral, and the Planning Commission's recommendation and has determined that the amendments to Title 20 are consistent with and implement the Shoreline Comprehensive Plan and serves the purpose of the Unified Development Code as set forth in SMC 20.10.020;

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

**Section 1. Amendments. Unified Development Code.** Chapter 20.50 of Title 20 of the Shoreline Municipal Code, Unified Development Code, is amended as set forth in Exhibit A to this Ordinance.

**Section 2. Repealer – Interim Ordinance No. 965.** Interim Ordinance No. 965, extending interim regulations authorizing outdoor seating, shall be repealed and have no further force and effect upon the effective date of this Ordinance.

**Section 3. Transmittal of Amendments to Washington State Department of Commerce.** Pursuant to RCW 36.70A.106, the Director of Planning and Community Development, or designee, is directed to transmit a complete and accurate copy of this Ordinance and Exhibit A to the Washington State Department of Commerce within ten (10) calendar days of the date of passage of this Ordinance.

**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 Dates.** A summary of this Ordinance consisting of the title shall be published in the official newspaper and shall take effect five days after publication.

**PASSED BY THE CITY COUNCIL ON SEPTEMBER 12, 2022.**

\_\_\_\_\_  
Keith Scully, Mayor

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: , 2022  
Effective Date: , 2022

**SMC 20.50.260 Outdoor seating design.**

- A. Purpose. To allow outdoor seating on private property that creates an active and inviting space for people and promote economic development consistent with the vision for commercial development articulated in the Comprehensive Plan.
- B. Applicability. This section applies to outdoor seating associated with a Brewpub, Eating and Drinking Establishment, Microbrewery, or Microdistillery that is located on the same lot, or part of an interdependent site plan consisting of multiple lots.
- C. Compliance with Other Codes and Standards. All outdoor seating areas shall be operated in a safe and sanitary manner and shall comply with the following:
  - 1. All applicable provisions of Chapter 15.05 SMC Construction and Building Codes, including but not limited to, the International Building Code, the International Fire Code, and the National Electrical Code;
  - 2. SMC 9.05 Noise Control;
  - 3. All applicable licensing requirements of the Washington State Liquor and Cannabis Board;
  - 4. Accessibility requirements of the Americans with Disabilities Act (ADA); and
  - 5. All applicable provisions of the Code of the King County Board of Health, including but not limited to, Title 5 and Title 5R Food-Service Establishments.
- D. Permit Requirements. Outdoor seating areas shall obtain a permit. If a building permit is required for any structure(s) used for the outdoor area, then review and approval shall occur concurrent with the building permit.
- E. Use. The outdoor seating area shall comply with the following:
  - 1. It shall be accessory to a Brewpub, Eating and Drinking Establishment, Microbrewery, or Microdistillery; and
  - 2. It shall not be used exclusively for storage or accessory uses that do not meet the purpose of this section.
- F. Parking Standards.
  - 1. Outdoor seating areas permitted under this section are not subject to the minimum off-street parking requirements in SMC 20.50.390.
  - 2. On single-tenant sites, up to four required off-street parking spaces, or thirty percent (30%) of required off-street parking spaces, whichever is greater, may be converted to outdoor seating, even if the conversion causes the site to become nonconforming in regard to required off-street vehicle parking. On multi-tenant sites, up to four required off-street parking spaces per tenant, or thirty percent (30%) of required off-street parking spaces, whichever is lesser, may be converted to outdoor seating, even if

the conversion causes the site to become nonconforming in regard to required off-street vehicle parking.

G. Design Standards. Outdoor seating areas shall comply with the following:

1. If the outdoor seating area is within a building, as defined by the Development Code, then compliance with the minimum setbacks set forth in SMC 20.50.020 is required.
2. Required Barriers.
  - i. Any edge of the outdoor seating area that is within 20 feet of a right-of-way vehicle travel lane shall be enclosed with a permanent or movable barrier(s).
  - ii. Barrier(s) shall be between 30 and 42 inches in height and consist of fencing, railing, planters, or other approved elements. If alcohol is served the barrier(s) shall comply with WAC 314-03-200, as amended, which shall satisfy this code provision.
  - iii. Barrier(s) shall be constructed of finish quality materials such as steel, safety glass or finished wood, or other approved materials as determined by the Director.
  - iv. Barriers(s) shall comply with the clear sight triangle standards required by The Engineering Development Manual.
3. Tables and Seating.
  - i. Tables and seating shall not obstruct doors or exits.
  - ii. Tables and seating shall be made of durable, quality materials, including molded plastic, resin wicker, decorative metal or finish grade wood, or other approved materials as determined by the Director.
4. Weather Protection.
  - i. All tents, canopies, fabric screens, and umbrellas are subject to approval by the building official for any structural requirements and by the fire marshal for flame-retardance.
  - ii. Tents, canopies, awnings, fabric screens, and umbrellas shall be made of durable, quality materials.
5. Ventilation. Barriers, tents, fabric screens, and other vertical materials erected as part of the outdoor seating area shall allow adequate ventilation. This does not apply to exterior building walls used for interior eating or drinking areas.
6. Operation and Maintenance. Any of the elements of the outdoor seating areas are not permitted and shall be removed if they are not securely attached, create a traffic hazard, or are not maintained in good condition and free of damage, including but not limited to holes, rips, dents, or mold.

**RESOLUTION NO. 493**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON, ADDING A NEW PERMIT FEE TO THE FEE SCHEDULE.**

WHEREAS, on August 15, 2022, the Shoreline City Council discussed Ordinance No. 969, adopting permanent regulations for outdoor seating areas for eating and drinking establishments; and

WHEREAS, concurrent with the discussion of Ordinance No. 969, the City Council discussed this Resolution to establish a new fee for the Fee Schedule to allow for the appropriate billing of City services;

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

**Section 1. Shoreline Fee Schedule.** The Fee Schedule, Planning and Community Development, Section G, Land Use is amended to add a new subsection, subsection 22 outdoor seating areas, to read as follows:

- |   |                                       |
|---|---------------------------------------|
| <b>22.</b> Outdoor Seating – Initial permit       | \$217.00                              |
| Outdoor Seating – Modification of existing permit | Hourly Rate, maximum of one (1) hour. |

**Section 2. Severability.** If any one or more sections, subsections, or sentences of this Resolution are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Resolution and the same shall remain in full force and effect.

**Section 3. Effective Date of Resolution.** This Resolution shall take effect and be in full force immediately upon passage by the City Council. This Resolution shall remain in effect until further action of the City Council amends this Resolution or declares an end to the emergency.

**ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 12, 2022.**

\_\_\_\_\_  
Mayor Keith Scully

**ATTEST:**

\_\_\_\_\_  
Jessica Simulcik Smith, City Clerk



TO: Honorable Members of the Shoreline City Council

FROM: Pam Sager, Chair  
Shoreline Planning Commission

DATE: July 26, 2022

RE: Outdoor Seating Development Code Amendments

In July 2020, in response to the COVID-19 pandemic, the Shoreline City Council adopted Emergency Ordinance No. 895 temporarily authorizing outdoor seating areas on private property and within public rights-of-way. The City Council subsequently extended these interim regulations on four (4) occasions. The City Council directed planning staff to bring forward to the Planning Commission permanent regulations for outdoor seating, which would take the place of these interim regulations.

The Planning Commission started discussing the proposed amendments on December 16, 2021 and held a subsequent study session on May 19, 2022. A public hearing was held on July 21, 2022. For the proposed outdoor seating amendments, the Planning Commission recommended approval of those amendments as presented by Planning Staff at the July 21 public hearing with a vote of 6-0.

Based on local experience, research, and public outreach, the amendments create a process that will allow eating and drinking establishments to take advantage of additional seating by creating outdoor areas on private property. The amendments do not authorize this activity within the public right-of-way. Outdoor seating will increase opportunities for gathering spaces; promote the conversion of parking lots into active, pedestrian-oriented areas; and increase the economic vitality of local businesses.

In consideration of the City Planning Staff's recommendations, written and oral public testimony, the Planning Commission respectfully recommends that the City Council adopt the proposed amendments as attached to this recommendation.