



City of Shoreline | 17500 Midvale Avenue North | Shoreline, WA 98133
Phone 206-801-2700 | Email: clk@shorelinewa.gov | www.shorelinewa.gov

Meetings are conducted in a hybrid format with both in-person and virtual options to attend.

SHORELINE CITY COUNCIL SPECIAL MEETING

Monday, September 26, 2022 | 5:45p.m.

Conference Room 440 · Shoreline City Hall

Topic: [Employee Compensation Study](#)

<https://us02web.zoom.us/j/88575876709>

Phone: 253-215-8782 | Webinar ID: 885 7587 6709

SHORELINE CITY COUNCIL REGULAR MEETING REVISED AGENDA V.2

Monday, September 26, 2022

Council Chamber · Shoreline City Hall

7:00 p.m.

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

Phone: 253-215-8782 · Webinar ID: 950 1500 6341

	<u>Page</u>	<u>Estimated Time</u>
1. CALL TO ORDER		7:00
2. FLAG SALUTE/ROLL CALL		
3. APPROVAL OF THE AGENDA		
4. REPORT OF THE CITY MANAGER		
5. COUNCIL REPORTS		
6. PUBLIC COMMENT		

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 Special Meeting of September 8, 2022 | <u>7a1-1</u> |
| Approval of Minutes of Special Meeting of September 9, 2022 | <u>7a2-1</u> |
| Approval of Minutes of Regular Meeting of September 12, 2022 | <u>7a3-1</u> |
| (b) Approval of Expenses and Payroll as of September 9, 2022 in the Amount of \$2,962,135.96 | <u>7b-1</u> |

- (c) Authorize the City Manager to Execute an Agreement with the South Correctional Entity (SCORE) Regional Jail for Jail Services 7c-1
- (d) Authorize the City Manager to Execute an Interlocal Agreement with King County for Jail Services Through December 31, 2024 7d-1
- (e) Authorize the City Manager to Approve Real Property Acquisition for the 145th Corridor Phase 1 Project for Property Located at 14516 1st Avenue NE 7e-1

8. ACTION ITEMS

- (a) Approval of Employment Agreement Between the City of Shoreline and Bristol Ellington 8a-1 7:20
 - Staff Report
 - Public Comment
 - Council Action

9. STUDY ITEMS

- (a) Discussion of Resolution No. 497 - Expressing Support for King County's Re+ Pledge to Minimize Waste 9a-1 7:30
- (b) Discussion on the 2022 Resident Satisfaction Survey Results 9b-1 7:50
- (c) Update on the Regional Mobile Crisis Response Program and Crisis Triage Facility to Serve North King County Cities 9c-1 8:20

10. ADJOURNMENT

8:45

Any person requiring a disability accommodation should contact the City Clerk's Office at 206-801-2230 in advance for more information. For TTY service, call 206-546-0457. For up-to-date information on future agendas, call 206-801-2230 or visit the City's website at shorelinewa.gov/councilmeetings. Council meetings are shown on the City's website at the above link and on Comcast Cable Services Channel 21 and Ziplify 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 SEPTEMBER 26, 2022](#)



[LINK TO STAFF PRESENTATIONS](#)



[LINK TO PUBLIC COMMENT RECEIVED](#)

SHORELINE CITY COUNCIL CLOSED SESSION

Monday, September 26, 2022

8:45 p.m. (Estimated Time)

CLOSED SESSION PURSUANT TO RCW 42.30.140(4)(b) – Discussing Collective Bargaining

Per 42.30.140(4)(b) Council may hold a closed session to plan or adopt a strategy or position to be taken by the City Council during the course of any collective bargaining.

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF SPECIAL MEETING

Thursday, September 8, 2022
5:30 p.m.

Lobby - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Scully, Deputy Mayor Robertson, and Councilmembers McConnell, Mork, Roberts, Pobe, and Ramsdell

ABSENT: None

GUESTS: Bristol Ellington, Deputy City Manager/Chief Operating Officer, City of Henderson, NV
Carolyn Hope, Interim City Manager/Parks, Recreation, and Cultural Services Director, City of Burien, WA
Scott MacColl, Interim City Manager, City of Sammamish, WA

At 5:30 p.m., City Councilmembers arrived at City Hall to host a City Manager Candidate Meet & Greet Open House for the public to meet the candidates for City Manager, ask them questions, and provide Councilmembers with feedback.

The open house/special meeting ended at 7:00 p.m.

Jessica Simulcik Smith, City Clerk

CITY OF SHORELINE
SHORELINE CITY COUNCIL
SUMMARY MINUTES OF SPECIAL MEETING

Thursday, September 9, 2022
11:00 a.m.

Conference Room 303 - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Scully, Deputy Mayor Robertson, and Councilmembers McConnell, Mork, Roberts, Pobe, and Ramsdell

ABSENT: None

GUESTS: Raftelis Vice President, Catherine Tuck Parrish

At 11:15 p.m., the special meeting was called to order by Mayor Scully. All Councilmembers were present.

At 11:15 p.m., Mayor Scully recessed into Executive Session for a period of 8 hours as authorized by RCW 42.30.110(1)(g) to evaluate the qualifications of applicants for public employment.

The Executive Session ended at 5:45 p.m. and the meeting adjourned.

Kendyl Hardy, Deputy City Clerk

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, September 12, 2022
7:00 p.m.

Council Chambers - Shoreline City Hall
17500 Midvale Avenue North

PRESENT: Mayor Scully, Deputy Mayor Robertson, Councilmembers McConnell, Mork, Roberts, Pobe, and Ramsdell

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.

(a) Proclamation of Welcoming Week

Mayor Scully announced the proclamation of Welcoming Week in Shoreline.

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

Deputy Mayor Robertson gave an update from the North King County Coalition on Homelessness. She shared that The Oaks has a new director, William Towey, who has begun to provide services to the 40 plus person waiting list. She reported that the King County Regional Homelessness Authority will come back with a revised potential interlocal agreement in October.

Councilmember Mork said she attended a Regional Water Quality Committee meeting. The committee discussed sewer overflow projects and procedural items.

Councilmember Pobee shared his attendance to three meetings: a joint transportation board meeting, the SeaShore Transportation Forum, and a fiscal management workshop. He highlighted the opening of Eastside Baby Corner which provides essentials for young children.

6. PUBLIC COMMENT

The Council heard comments from the public from approximately 7:09 p.m. to 7:31 p.m. Written comments were also submitted to Council prior to the meeting and are available on the [City's website](#).

Sigrid Strom, Shoreline resident, expressed dissatisfaction with the MUR-70 tree retention changes and advocated for more rigorous tree retention and sustainability practices.

Susanne Tsoming, Shoreline resident, noted the loss of trees along I-5 from N 145th to N 175th. She asked that Council vote to approve the original tree retention proposal for MUR-70 zones.

Nancy Morris, Shoreline resident, stated that the loss of the urban tree canopy is contributing to temperature increase. She encouraged developments be designed to respond to the climate crisis.

Janet Way, Shoreline resident, urged Council to adopt Councilmember Pobee's and Ramsdell's amendments on Ordinance No. 968.

Kathleen Russell, Shoreline resident, advocated that Council adopt the original proposal to retain 10 percent of the significant trees in the MUR-70 zone.

Melody Fosmore, Shoreline resident, expressed support for the original tree retention proposal in the MUR-70 zone to fight climate change.

Derek Blackwell, Shoreline resident, voiced support for 10 percent tree retention in the MUR-70 zone. He encouraged a redesign for the development to replace Garden Park Apartments.

Kaitlin Boyce, Shoreline resident, spoke in support of reducing parking requirements within the MUR-70 zone.

Will Hunnewell, Shoreline resident, asked why there is not more being done to preserve trees. He commented that the number of affordable units is too low for the money developers save to provide them.

7. CONSENT CALENDAR

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

- (a) Approval of Minutes of Regular Meeting of August 1, 2022**
- Approval of Minutes of Regular Meeting of August 8, 2022**
- Approval of Minutes of Special Meeting of August 18, 2022**

(b) Approval of Expenses and Payroll as of September 12, 2022 in the Amount of \$11,784,588.82

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
7/10/22 - 7/23/22	7/29/2022	103605-103858	17908-17920	86361-86363	\$659,962.87
Q2 2022 L&I	7/29/2022			86302	\$25,224.94
Q2 2022 ESD	7/29/2022			86303	\$41,983.26
7/10/22 - 7/23/22	8/4/2022			WT1279	\$118,501.06
7/10/22 - 7/23/22	8/9/2022			86364-86366	\$4,330.86
7/24/22 - 8/6/22	8/12/2022	103859-104120	17921-17935	86440-86443	\$700,923.96
7/24/22 - 8/6/22	8/17/2022			WT1282- WT1283	\$119,662.86
					<u>\$1,670,589.81</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
7/25/2022	1278	\$30,007.76
8/8/2022	1280	\$10,000.00
8/12/2022	1281	\$2,413,759.38
		<u>\$2,453,767.14</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
7/27/2022	86245	86273	\$122,042.06
7/27/2022	86274	86301	\$2,317,853.49
8/3/2022	86304	86323	\$1,791,589.36
8/3/2022	86324	86349	\$315,672.51
8/3/2022	86350	86358	\$26,143.98
8/3/2022	86359	86359	\$153.11
8/3/2022	86360	86360	\$54,716.84
8/10/2022	86367	86402	\$154,386.73
8/10/2022	86403	86437	\$396,163.44
8/10/2022	80877	80877	(\$720.00)
8/10/2022	86438	86438	\$720.00
8/10/2022	86439	86439	\$587.10
8/17/2022	86444	86483	\$551,224.03
8/17/2022	86484	86527	\$1,122,879.92
8/18/2022	86528	86532	\$7,720.08
8/18/2022	86533	86533	\$10,000.00
8/18/2022	86534	86534	\$772,099.22

8/19/2022	86535	86535	\$17,000.00
			\$7,660,231.87

- (c) **Adoption of Ordinance No. 969 - Amending Chapter 20.50 of the Shoreline Municipal Code to Add Regulations for Outdoor Seating and Repealing Interim Ordinance No. 965**
- (d) **Adoption of Resolution No. 493 – Establishing a Fee for Outdoor Seating Permits**
- (e) [Approving the Multi-Family Tax Exemption Contract with ASO Investments, LLC for the Pinnacle One Project Located at 1719 N 185th Street](#)
- (f) **Approving the Multi-family Tax Exemption Contract with Home for Life, LLC for the Pinnacle Two Project Located at 2152 N 185th Street**

8. ACTION ITEMS

- (a) Action on Ordinance No. 968 – MUR-70’ Zone Development Code Amendments to Sections 20.30, 20.40, and 20.50

Councilmember Roberts moved to indefinitely postpone adoption of Ordinance No. 968, and that the provisions relating to additional noticing and public comment requirements and increasing the noticing distance be added to the next batch of development code amendments.

Councilmember Roberts reasoned that postponing would ensure that the ordinance is consistent with the update to the Comprehensive Plan. He stated that issues related to the natural environment and rate of growth will be addressed in the update. This motion would also not cause any development delays, as there are no current proposals for a Developer Agreement in the works, and it would allow the noticing requirements to come back quickly. Deputy Mayor Robertson and Councilmember McConnell expressed support for postponing as they felt too many amendments have been made to the Planning Commission’s recommendation and it no longer reflects the original intent. Mayor Scully argued against indefinitely postponing so that issues with the MUR-70 regulations in place could be resolved, and Councilmembers Pobe and Ramsdell agreed with this sentiment.

It was asked what the benefits would be in postponing. Councilmember Roberts responded that Council’s actions on this ordinance are limited to the MUR-70 zone. He said there are opportunities during the Comprehensive Plan update to include requirements into other zones.

The motion was seconded and failed 3-4 with Deputy Mayor Robertson, and Councilmembers McConnell and Roberts voting in favor.

Planning Manager, Andrew Bauer, reviewed the background of Ordinance No. 968 and informed Council of the additional amendments that were added since Council’s action at the June 27, 2022 meeting. The remaining amendments up for action are as follows:

- 5a. Amending SMC 20.50.020(A)(11)(e) to require 0.25% of a building construction valuation for subarea improvements and a 1% valuation when parking is eliminated. (Not recommended by staff)
- 5b. Amending SMC 20.50.020(A)(11)(e) to delete requirements for additional subarea improvements. (Recommended by staff)
- 6. Amending SMC 20.50.020(A)(11)(f) to require buildings over the base height of 70-feet to achieve green certification, matching Tier 3 of the City’s Deep Green Incentive Program. (Recommended by staff)
- 7. Amending SMC 20.50.020(A)(11)(g) to retain the existing requirement to purchase transfer of development rights (TDR) credits. (Not recommended by staff)
- 8. Amending SMC 20.50.020(A)(11) and (12); 20.50.310; 20.50.350; 20.50.360 to require that all development in the MUR-70’ zone to retain at least 10 percent of significant trees on site or purchase of Transfer of Development Rights. (Not recommended by staff)
- 9a. Amending SMC 20.50.400.C to strike the condition of a development with 100 dwelling units or 10,000 gross square feet of commercial floor area for up to a 50% parking reduction.
- 9b. Amending SMC 20.50.400.C expand parking reductions to 100%. (Not recommended by staff)

Since the ordinance was last discussed on June 27, 2022, Council left off with a motion on the table to strike all of SMC 20.50.020(A)(11)(e).

Councilmember Roberts commented that the purpose of the ordinance is to move away from development agreements and address housing insufficiency. Among several conditions developers are required to meet, the amendment adds another condition and does not say what percentage of subarea improvements must be provided. If the requirement were deleted, Mr. Baur said developers would still be required to make some level of improvements funded by the developer.

The motion passed 4-3 with Councilmembers Mork, McConnell, and Ramsdell voting against.

Councilmember Mork moved to modify the Planning Commission’s recommendation for SMC 20.50.020(A)(11) by adding a new subsection, subsection (f), related to the City’s Deep Green Incentive Program that states, “f. The development shall meet the requirements to achieve certification under one of the following sustainable development programs:

- 1. LEED Platinum; or**
- 2. 5-Star Built Green; or**

- 3. Passive House Institute US (PHIUS)+ combined with Salmon Safe; or**
- 4. Zero Energy combined with Salmon Safe”**

Councilmember Mork said that taller buildings should be required to be greener. When asked about exempting projects from the Deep Green Incentive Program, Councilmember Mork clarified that it is not her intent to exempt projects. She advised that developments that build above the program, over 90-feet, should have additional environmental protections. Mr. Baur clarified that the last paragraph on the screen would disqualify developments building over 90-feet from incentives, as a sustainable development program would then be a requirement.

The motion was seconded and passed unanimously, 7-0.

Councilmember Pobee moved to modify the Planning Commission’s recommendation for SMC 20.50.020(A)(11) by adding a new subsection, subsection (h), and by amending SMC 20.50.020(A)(12), with the exception of the staff suggested additions in italics and highlighted in blue in the staff report, 20.50.310(A)(5), 20.50.350(B)(1), and 20.50.360(C), requiring on MUR70’ zoned properties the retention of 10 percent of significant trees as set forth on Pages 16 through 20 of tonight’s Staff Report. The motion was seconded.

Councilmember Pobee commented that the amendment would help with temperature issues and with reducing greenhouses gases.

Council expressed opposition to the amendment and brought up several reasons for the position including favor for increased density and housing, increased transit options, improved livability and environmental impact, and future park expansion. Councilmember Ramsdell added that while not opposed to the amendment altogether, he opposes the proposed effective date.

The motion failed 1-6 with Councilmember Pobee voting in favor.

Councilmember Roberts moved to modify the Planning Commission’s recommendation for SMC 20.50.400(C) by deleting the following language: “containing 100 dwelling units or more, or 10,000 gross square feet of commercial floor area or more” as shown on Page 23 of tonight’s Staff Report.

Councilmember Roberts stated that parking is one of the most expensive parts of a building and the amendment gives developers more choice in how much parking they want to build. The amendment also requires developers to have a Transportation Demand Management Plan to reduce parking demand.

The motion was seconded and passed 4-3 with Mayor Scully and Councilmembers Mork and McConnell voting against.

The main motion to adopt Ordinance No. 968 as amended passed 1-6 with Deputy Mayor Robertson voting against.

9. STUDY ITEMS

(a) Follow-Up Update on the Draft Transportation Element

Transportation Services Manager, Nytasha Walters, shared the revised Transportation Element constrained project list. She pointed out that the presented list is a list within a larger list of projects under the Transportation Master Plan. To create the financially constrained project list, staff estimated capital revenues which is currently valued at \$201,240,000. About \$160 million in funding was factored in for committed projects. Then, considerations were made for project prioritization and eligibility. Staff recommended the following projects for the remaining \$41 million:

- 175th, Fremont to Stone Ave N
- 185th Corridor Strategy
- Eastside Off Corridor Bike Network
- 6 Shared Use Mobility Hubs
- 3rd Ave Connectors

Mayor Scully stated that he is not a fan of including 3rd Ave North Connectors and Shared Use Mobility Hubs as priority projects. He advised that discretionary money be used to address deficits in the transportation networks. Councilmember Roberts agreed but commented that they would be fine to keep on the list knowing that the list may change over time.

10. EXECUTIVE SESSION

At 9:17 p.m., Mayor Scully recessed into an Executive Session for a period of 10 minutes as authorized by RCW 42.30.110(1)(i) to discuss with legal counsel matters relating to agency enforcement actions or litigation. He stated that Council is expected to take action following the Executive Session. Mayor Scully stated that he will recuse himself from the discussion and excused himself for the evening. Staff attending the Executive Session included City Attorney, Margaret King, City Manager, Debbie Tarry, and Assistant City Manager, John Norris. The Executive Session ended at 9:26 p.m.

At 9:27 p.m. Deputy Mayor Robertson called the Regular Meeting back to order.

Councilmember Roberts moved to authorize the City Manager to execute the allocation agreement governing the allocation of funds paid by the settling opioid distributors in Washington State and the One Washington Memorandum of Understanding. The motion was seconded and passed, 6-0.

10. ADJOURNMENT

At 9:29 p.m., Deputy Mayor Robertson declared the meeting adjourned.

Jessica Simulcik Smith, City Clerk

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Expenses and Payroll as of September 9, 2022
DEPARTMENT: Administrative Services
PRESENTED BY: Sara S. Lane, Administrative Services Director

EXECUTIVE / COUNCIL SUMMARY

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

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$2,962,135.96 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
8/7/22 - 8/20/22	8/26/2022	104381	17936-17951	86588-86594	\$944,015.97
8/7/22 - 8/20/22	9/2/2022			WT1284-WT1285	\$120,988.11
					<u>\$1,065,004.08</u>

***Wire Transfers:**

Expense Register Dated	Wire Transfer Number	Amount Paid
9/2/2022	WT1286	\$20,885.98
		<u>\$20,885.98</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
8/31/2022	86536	86562	\$227,144.37
8/31/2022	86563	86563	\$1,762.00
8/31/2022	86564	86587	\$43,399.76
9/7/2022	86595	86613	\$264,415.24
9/7/2022	86614	86618	\$41,522.57
9/7/2022	86619	86637	\$1,200,688.54
9/7/2022	86638	86638	\$93,708.22
9/7/2022	86639	86639	\$3,605.20
			<u>\$1,876,245.90</u>

Approved By: City Manager **DT**

City Attorney **MK**

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Amendment to the Agreement with the South Correctional Entity (SCORE) Regional Jail for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Isa Hirata, CMO Fellow Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition. Inmates being held post-disposition with sentences longer than three days have historically been transferred to Yakima County Jail, however due to COVID-19 the City suspended the use of the Yakima County Jail. Yakima has recently let the City know they will terminate the City's contract with them as of December 31, 2022, as they will no longer be providing contracted jail services to city partners. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

The proposed amendment to the City's existing agreement with SCORE Jail would authorize an extension of the agreement to cover 2023. The agreement requires that SCORE provide the City an estimate of daily rates for the upcoming year by July 1 each year. Tonight, staff is seeking Council authorization for the City Manager to execute an amendment to the SCORE Jail agreement.

RESOURCE/FINANCIAL IMPACT:

The 2023 criminal justice budget, which is scheduled to be adopted on November 21, 2022, is \$2,435,517. Of that amount, \$1,325,000 is allocated toward jail services. The SCORE Jail budget is estimated to be \$825,000, representing 62% of the jail budget. The proposed increase of Guaranteed Beds from 10 to 12 is expected to result in a total savings of approximately \$52,536, resulting in reduced jail services expenses.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the agreement with SCORE Jail to continue as the City's primary jail and booking facility for 2023 and increase the number of Guaranteed Beds per night from 10 to 12.

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

BACKGROUND

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses, as those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation.

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition. Inmates being held post-disposition with sentences longer than three days have historically been transferred to Yakima County Jail, however due to COVID-19 the City suspended the use of the Yakima County Jail. Yakima has recently let the City know they will terminate the City's contract with them as of December 31, 2022, as they will no longer be providing contracted jail services to city partners. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

On November 25, 2019, Council approved an agreement with SCORE for jail services. Materials from the November 25, 2019, meeting can be found here: [Motion to Authorize the City Manager to Sign the Interlocal Agreement between the SCORE Jail and the City of Shoreline for Jail Services through December 31, 2024.](#)

Each year, SCORE requests that the City amend the agreement to reflect new jail daily rates. On November 16, 2020, the SCORE Jail agreement was amended, however rates did not increase due to the COVID-19 pandemic. SCORE also has not been charging contract cities the Non-Guaranteed Bed rate during the pandemic. Materials from the November 16, 2020, meeting can be found here: [Authorizing the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services.](#)

On October 4, 2021, the SCORE Jail agreement was amended, and Guaranteed Beds were reduced from 15 to 10. Materials from the October 4, 2021, meeting can be found here: [Authorizing the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services.](#)

DISCUSSION

Tonight, Council is scheduled to take action on the annual SCORE Jail amendment.

COVID-19 Impacts to City's Jail Usage

Since March 2020, the City has implemented several measures to decrease the potential spread of COVID-19 in the regional criminal justice system. SCORE only accepted mandatory bookings starting in March 2020 and therefore billed contract

cities for actual beds used rather than the standard Guaranteed Bed rate. King County Jail suspended its work release program on March 24, 2020, in addition to other efforts to keep COVID-19 out of the jail. The work release program was permanently closed on January 1, 2021. Shoreline Police have worked to keep themselves and the community safe by reducing contact with individuals, making fewer arrests and referrals to jails.

SCORE Jail resumed billing the City for the 15 Guaranteed Beds in July 2021. As the City’s Guaranteed Bed agreement was reduced to 10 beds in 2002, starting in January, the City has been billed for the 10 Guaranteed Beds, though any additional Non-Guaranteed beds used were also charged Guaranteed Bed rates. However, in 2023, SCORE will return to pre-COVID billing operations, meaning the City will be billed for Guaranteed Beds and Non-Guaranteed Beds separately.

SCORE Rates

SCORE Jail rates for 2023 will increase by 5%. Additionally, SCORE will charge a booking fee of \$50 per inmate, which is an increase from \$35 per inmate. SCORE also notified the City that it plans to return to its pre-pandemic operation of charging contract cities the Non-Guaranteed Bed rate when a City goes over its contracted number of Guaranteed Beds. Shoreline currently pays for 10 Guaranteed Beds per day whether or not the City uses them.

SCORE continues to be the City’s best options with regard to cost compared to King County Jail, as displayed in the following table:

Jail Daily Rates	2020	2021	2022	2022 Booking Fee	2023	2023 Booking Fee
King County Jail	\$202.75	\$210.19	\$225.80	\$236.26	\$256.90	\$262.25
SCORE Jail Guaranteed Bed	\$128	\$128	\$131.84	\$35	\$138.43	\$50
SCORE Jail Non- Guaranteed Bed	\$184	\$184	\$189.52	\$35	\$199	\$50

SCORE Guaranteed Beds per Day

The SCORE Interlocal Agreement signed in 2019 reduced the number of Guaranteed Beds from 20 to 15 after staff performed a jail usage analysis. As noted above, in 2021, the number of Guaranteed Beds was reduced further from 15 to 10 beds after a similar usage analysis indicated significant cost savings and projections of the City rarely going over the Guaranteed Bed number.

After completing a similar usage analysis this year, staff now proposes increasing the number of SCORE Guaranteed Beds per night from 10 to 12 for 2023. While there was an average of 10 beds used per day at SCORE over the period July 2021 – June 2022, there has been a trend of increased jail use during that time period especially in the last six months. With SCORE Jail transitioning back to charging more for Non-Guaranteed

Bed use, the City will save money if usage continues to be at least the current usage rate of 12 beds per night. Using this past year's jail bed data, the City would have spent an additional \$111,241 if the number of Guaranteed Beds was set at 10 instead of 12, using the 2023 rates. If the number of Guaranteed Beds was set at 12, the City would have spent \$58,705, which is a cost savings of \$52,536. Though there continues to be uncertainty in jail usage due to the evolving COVID-19 pandemic and the discontinuation of Yakima jail, staff is recommending this increase in Guaranteed Beds due to the likely cost savings for the City.

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

FINANCIAL IMPACT

The 2023 criminal justice budget, which is scheduled to be adopted on November 21, 2022, is \$2,435,517. Of that amount, \$1,325,000 is allocated toward jail services. The SCORE Jail budget is estimated to be \$825,000, representing 62% of the jail budget. The proposed increase of Guaranteed Beds from 10 to 12 is expected to result in a total savings of approximately \$52,536, resulting in reduced jail services expenses.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the agreement with SCORE Jail to continue as the City's primary jail and booking facility for 2023 and increase the number of Guaranteed Beds per night from 10 to 12.

ATTACHMENTS

Attachment A: Amendment to the Original Agreement for Inmate Housing with SCORE for Jail Services

AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated _____, 2022, is made and entered into by and between the South Correctional Entity, a governmental administrative agency formed pursuant to RCW 39.34.030(3) (“SCORE”) and _____, a [municipal corporation] organized under the laws of the State of Washington (hereinafter the “Contract Agency” together with SCORE, the “Parties” or individually a “Party”).

RECITALS

WHEREAS, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as previously amended (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE’s custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. Other jurisdictions may “borrow” a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmates to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of arrest, or the Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees for transportation outside of King County, if any, are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

Section 16. Hold Harmless, Defense, and Indemnification. SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The Contract Agency shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), injury, or death of any Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency and SCORE 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 section, or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the Contract Agency hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

Section 3. Entire Agreement. Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 4. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 6. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Printed Name – Title

Printed Name – Title

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title:

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Interlocal Agreement with King County for Jail Services Through December 31, 2024
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Isa Hirata, CMO Fellow Christina Arcidy, Management Analyst
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition. Inmates being held post-disposition with sentences longer than three days have historically been transferred to Yakima County Jail, however due to COVID-19 the City suspended the use of the Yakima County Jail. Yakima has recently let the City know they will terminate the City's contract with them as of December 31, 2022, as they will no longer be providing contracted jail services to city partners. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

Tonight, staff is seeking Council authorization to execute a new interlocal agreement with King County for use of the King County Jail. This proposed two-year agreement with King County would become effective January 1, 2023 and terminate December 31, 2024.

RESOURCE/FINANCIAL IMPACT:

The 2023 proposed criminal justice budget is \$2,435,517. Of that amount, \$1,325,000 is allocated toward jail services. The King County Jail budget is estimated to be \$200,000, representing 15% of the jail budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with King County for jail services.

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

BACKGROUND

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses, as those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility, the City has contracted with multiple jail providers to house its inmates since incorporation.

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition. Inmates being held post-disposition with sentences longer than three days have historically been transferred to Yakima County Jail, however due to COVID-19 the City suspended the use of the Yakima County Jail. Yakima has recently let the City know they will terminate the City's contract with them as of December 31, 2022, as they will no longer be providing contracted jail services to city partners. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

DISCUSSION

Tonight, Council is scheduled to take action on an interlocal agreement for Jail Services with the King County Jail.

COVID-19 Impacts to City's Jail Usage

Since March 2020, the City has implemented several measures to decrease the potential spread of COVID-19 in the regional criminal justice system. SCORE Jail only accepted mandatory bookings starting in March 2020 and therefore billed contract cities for actual beds used rather than the standard Guaranteed Bed rate. The King County Jail suspended its work release program on March 24, 2020, in addition to other efforts to keep COVID-19 out of the jail. The work release program was permanently closed on January 1, 2021. Shoreline Police have worked to keep themselves and the community safe by reducing contact with individuals, making fewer arrests and referrals to jails.

King County Jail Interlocal Agreement

The City's current Interlocal Agreement (ILA) with King County for Jail Services, effective for a term of two years, expires on December 31, 2022. The County is proposing a two-year agreement for contract cities effective January 1, 2023 and terminating December 31, 2024. The ILA outlines increases to the daily rates consistent with past increases, which are based on the Consumer Price Index for Wage Earners (CPI-W). Other than the increase in jail rates, the ILA is substantially similar to the City's current agreement with King County.

Comparing the City's two contracted jail providers, SCORE and King County, the King County Jail has the higher daily rate. SCORE remains the City's best option for primary bookings, as displayed in the following table:

Jail Daily Rates	2019	2020	2021	2022	2023
King County Jail	\$197.19	\$202.75	\$210.19	\$225.80	\$256.90
SCORE Jail Guaranteed Bed	\$124	\$128	\$128	\$131.84	\$138.43
SCORE Jail Non-Guaranteed Bed	\$180	\$184	\$184	\$189.52	\$199

While King County Jail is more expensive per day, the City emphasizes its use only when a misdemeanor defendant has charges from multiple jurisdictions or has medical or behavioral health needs that exceed the capability of SCORE Jail, which is rare. Additionally, if SCORE Jail was ever to be at capacity (which is also very unlikely), having a second jail contract would be critical to safely house the City’s misdemeanor defendants. For these reasons, staff recommends that the Council authorize the City Manager to enter into a renewed ILA with King County for jail services. The proposed ILA with King County for jail services is attached to this report as Attachment A.

RESOURCE/FINANCIAL IMPACT

The 2023 proposed criminal justice budget is \$2,435,517. Of that amount, \$1,325,000 is allocated toward jail services. The King County Jail budget is estimated to be \$200,000, representing 15% of the jail budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with King County for jail services.

ATTACHMENTS

Attachment A: ILA Between King County and City of Shoreline for Jail Services

Attachment A

Interlocal Agreement Between King County and The City of Shoreline for Jail Services

THIS AGREEMENT is effective as of January 1, 2023 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Shoreline, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
- A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

Interlocal Agreement: Jail Services – City of Shoreline

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- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City’s jurisdiction, and:
- 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City’s Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City’s responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

Interlocal Agreement: Jail Services – City of Shoreline

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- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 “Community Corrections Programs” means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 “Continuity of Care Records” means an Inmate’s diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 “Contract Cities” mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 “Contract Cities Inmates” means all Contract Cities' City Inmates.
- 1.11 “County Inmate” means any Inmate that is not a City Inmate.
- 1.12 “DAJD” means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 “Fees and Charges” are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 “Inmate” means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 “Official Daily Population Count” is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

Interlocal Agreement: Jail Services – City of Shoreline

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- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmity Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012, together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2024. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need

Interlocal Agreement: Jail Services – City of Shoreline

of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
 - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.
 - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.
 - 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
 - 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
 - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
 - 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
 - 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
 - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable

event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
 DAJD-AP@kingcounty.gov
 Attn: Finance – Inmate Billing
 500 Fifth Avenue
 Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

Interlocal Agreement: Jail Services – City of Shoreline

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.
6. Jail Capacity.
- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
- 6.1.1 Through December 31, 2024, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

Interlocal Agreement: Jail Services – City of Shoreline

of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail’s capacity limit for Contract City Medical Inmates is thirty (30). The Jail’s capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail’s Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County’s request. The City shall take custody of its¹ Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County’s request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County’s request, the County shall deliver the Medical or Psychiatric Inmate to the City’s designated drop-off location or backup location. In either case, the City’s designee must accept the Medical or Psychiatric Inmate from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity

¹ Within eight (8)-hours of the County’s request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City’s designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in

Interlocal Agreement: Jail Services – City of Shoreline

part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
- 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
- 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
- 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
- 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
- 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

Interlocal Agreement: Jail Services – City of Shoreline

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- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

Interlocal Agreement: Jail Services – City of Shoreline

- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Shoreline:

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
 Dept. of Adult and Juvenile Detention
 500 Fifth Avenue
 Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties’ obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

Interlocal Agreement: Jail Services – City of Shoreline

King County

The City of Shoreline

King County Executive

Title of City Official

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

Title of City Official

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Inmate booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases originated by state agencies (i.e., WSP)	County responsibility
6	Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

**EXHIBIT II
Exception to Billing Procedure**

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2023 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

Interlocal Agreement: Jail Services – City of Shoreline

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether, or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$262.25**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2023 as described in section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmiry Care.** For Medical Inmates, the City shall pay an Infirmiry Care Surcharge of **\$388.99** for each Surcharge Day.

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- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
 - c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51.** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51.**
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77.**
 - d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$87.28** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
 - e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Effective January 1, 2023, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%.:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

Interlocal Agreement: Jail Services – City of Shoreline

-
- i. Infirmatory Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmery Care	Costs for JHS Infirmery care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<p><i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i></p>

JHS Infirmatory Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmatory. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Patients requiring medical detoxification/withdrawal management</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmatory care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmatory occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmatory care for the duration of their incarceration.</i></p>

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Approve Real Property Acquisition for the 145 th Corridor Phase 1 Project for Property Located at 14516 1 st Avenue NE
DEPARTMENT:	Public Works
PRESENTED BY:	Tricia Juhnke
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Staff is requesting City Council authorization to allow the City Manager to approve the real property acquisitions in excess of the authority delegated to the City Manager. The City Manager’s authority to approve real property acquisitions is established in Shoreline Municipal Code (SMC) Section 2.60 and has been amended for the State Route 523 (N/NE 145th Street), Aurora Avenue N to I-5, Phase 1 (I-5 Corliss Avenue) project, referred to as to the 145th Corridor (Phase 1) Project. The City Manager’s purchasing authority for the 145th Corridor (Phase 1) Project is now at \$1,000,000 or less, per Resolution No. 476.

The property located at the 14516 1st Avenue NE requires a partial acquisition with a temporary construction easement (TCE). In order for the City to proceed with partial acquisition of this property, including offering possession and use agreements, the City Council must authorize the City Manager to approve the purchase. Tonight, staff is seeking this authority for the City Manager.

RESOURCE/FINANCIAL IMPACT:

As with all the acquisitions of the 145th Corridor (Phase 1) Project, the values of this property acquisition needing specific approval has been determined by an independent appraisal firm as hired for the project by the City’s contracted and WSDOT-approved right-of-way (ROW) consultant. The appraised value of the partial acquisition and TCE is \$1,560,000. The appraisal was also reviewed by the review appraiser hired for the project. The appraisal and appraisal review is available for Council upon request. Funding for the acquisition is being provided by the State Connecting Washington funds and is within the project budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property at 14516 1st Avenue NE at the appraised value for the 145th Corridor (Phase 1) Project.

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

BACKGROUND

On September 28, 2020, [Council authorized obligation of \\$11,836,379](#) of the \$12.5 million State Connecting Washington funding available for the 2020-2021 biennium for ROW acquisition for the State Route 523 (N/NE 145th Street), Aurora Avenue N to I-5, Phase 1 (I-5 Corliss Avenue) project, referred to as to the 145th Corridor (Phase 1) Project.

On December 6, 2021, [Council authorized obligation of \\$2,467,506](#) of the of the \$12.5 million State Connection Washington funding available for the 2022-2023 biennium for ROW acquisition for the 145th Corridor (Phase 1) Project. No City money is being used to acquire the ROW for Phase 1.

The City is currently in the process of acquiring ROW for the 145th Corridor (Phase 1) Project. The City Manager's authority to approve real property acquisitions is established in Shoreline Municipal Code Section 2.60 and has been amended for the 145th Corridor (Phase 1) Project. [Resolution No. 476](#) established the City Manager's purchasing authority for the 145th Corridor (Phase 1) Project at \$1,000,000 or less. This property has been appraised at more than \$1,000,000 exceeding that authority.

DISCUSSION

On May 24, 2021, [Council approved the increase in signing authority](#) for three properties for the 145th Corridor (Phase 1) Project. Since then, several properties in the project limits have been purchased and assembled into a large parcel for redevelopment. The property owen of the assemble parcel is Shoreline TOD Multifamily, LLC. With the creation of the large parcel, the appraised value of the area where the 145th Corridor (Phase 1) Project needs property is more than \$1,000,000. The acquisition will be a partial acquisition with a temporary construction easement (TCE). The ROW Plans that show the assembled properties is attached to this staff report as Attachment A.

City Council authorization is requested to allow the City Manager to approve the real property acquisition in excess of the authority delegated to the City Manager. The acquisition is within the current project limits (Interstate 5 – Corliss Avenue) and has an appraised value of \$1,560,000.

In order for the City to proceed with acquisition, including offering possession and use agreements, the City Council must authorize the City Manager to approve the purchase. The appraisal and appraisal review are available for review in the City Manager's Office upon request. An offer has been made to the identified property owner and has been accepted. Staff is requesting that Council authorize the City Manager to approve purchase of the property.

RESOURCE/FINANCIAL IMPACT

As with all the acquisitions of the 145th Corridor (Phase 1) Project, the values of this property acquisition needing specific approval has been determined by an independent appraisal firm as hired for the project by the City's contracted and WSDOT-approved

right-of-way (ROW) consultant. The appraised value of the partial acquisition and TCE is \$1,560,000. The appraisal was also reviewed by the review appraiser hired for the project. The appraisal and appraisal review is available for Council upon request. Funding for the acquisition is being provided by the State Connecting Washington funds and is within the project budget.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the necessary documents to acquire the property at 14516 1st Avenue NE at the appraised value for the 145th Corridor (Phase 1) Project.

ATTACHMENTS

Attachment A: 145th Corridor (Phase 1) Project ROW Plans

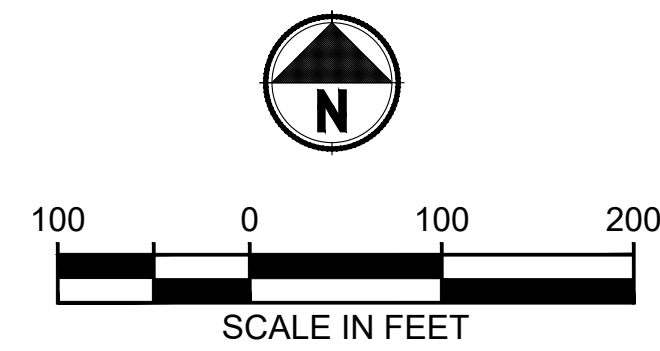
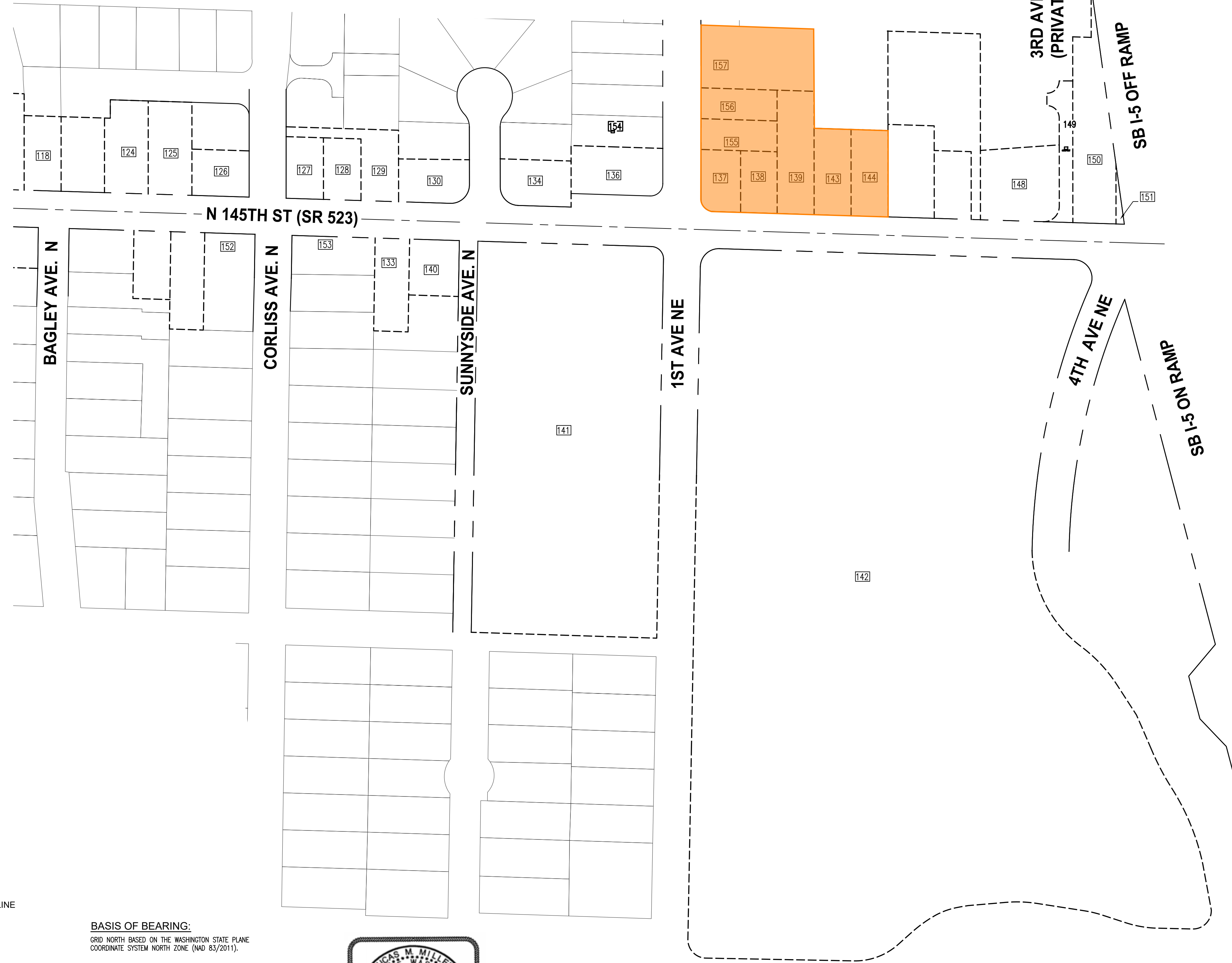
Attachment A

SR 523 (N/NE 145TH STREET, AURORA TO I-5 (PHASE 1) RIGHT OF WAY PLANS

TOTAL PARCEL DETAIL

KING COUNTY, WASHINGTON

NE 1/4 SECTION 19, T.26 N., R.4 E., W.M.
 NW 1/4 SECTION 20, T.26 N., R.4 E., W.M.
 SE 1/4 SECTION 18, T.26 N., R.4 E., W.M.
 SW 1/4 SECTION 17, T.26N., R.4 E., W.M.



LEGEND

- 100 IMPACTED PARCEL IDENTIFIER
- IMPACTED PARCEL BOUNDARY LINE
- GIS PARCEL LINES
- STREET CENTERLINE
- EXISTING RIGHT OF WAY

BASIS OF BEARING:
 GRID NORTH BASED ON THE WASHINGTON STATE PLANE
 COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).



5/26/2022



PROJECT NAME
**SR 523 (N/NE 145TH STREET)
 AURORA TO I-5
 PHASE 1**
 SHORELINE, WA

**RIGHT OF WAY PLAN
 TOTAL PARCEL DETAIL**

DRAWING NO.
 2 OF 5

RW2

PATH: U:\PSO\Projects\Clients\2211-Jacob Eng\247-2211-021_145th St ROW Plans\995\Surveys\Current\Drawings\Drawings\SR 523 (N/NE 145TH STREET, AURORA TO I-5 (PHASE 1) RIGHT OF WAY PLANS) TOTAL PARCEL DETAIL.dwg PLOTTED BY: MoechiBr DATE: Thursday, May 26, 2022 2:29:06 PM LAYOUT: SHIT 2.TPD

MATCHLINE A: SEE DETAIL A1 (THIS SHEET)

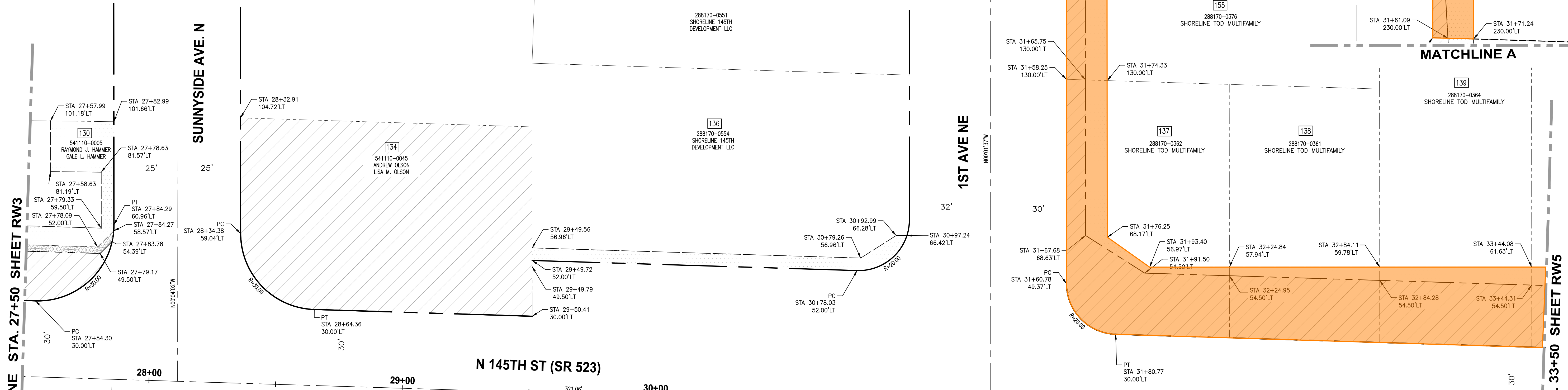
DETAIL A1

PARCEL NUMBER	TAX PARCEL NO.	OWNER NAME	TOTAL AREA	FEE ACQUISITION	REMAINDER AREA	TCE AREA
155	288170-0376	SHORELINE TOD MULTIFAMILY	6,183	375	5,808	430
156	288170-0368	SHORELINE TOD MULTIFAMILY	6,182	355	5,827	451
157	288170-0369	SHORELINE TOD MULTIFAMILY	18,636	269	18,367	800

PARCEL TOTAL AREAS WERE DERIVED FROM KING COUNTY ASSESSOR REPORTS AND DOES NOT REFLECT A BOUNDARY CALCULATION BY PARAMETRIX

ALL AREAS SHOWN IN SQUARE FEET

NW 1/4 SECTION 20, T.26 N., R.4 E., W.M.
SW 1/4 SECTION 17, T.26N., R.4 E., W.M.

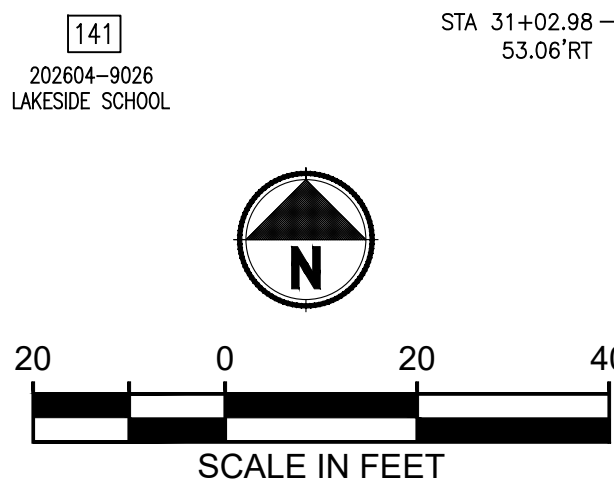


OWNERSHIPS

PARCEL NUMBER	TAX PARCEL NO.	OWNER NAME	TOTAL AREA	FEE ACQUISITION	REMAINDER AREA	TCE AREA
134	541110-0045	ANDREW & LISA OLSON	8,408	8,408	0	0
136	288170-0554	SHORELINE 145TH DEVELOPMENT LLC	11,027	0	11,027	763
137	288170-0362	SHORELINE TOD MULTIFAMILY	6,344	2,228	4,116	710
138	288170-0361	SHORELINE TOD MULTIFAMILY	6,000	1,453	4,547	259
139	288170-0364	SHORELINE TOD MULTIFAMILY	12,000	1,471	10,529	372
140	207510-0005	KISNER & REBEKAH SANTIAGO	7,195	4	7,191	96
141	202604-9026	LAKESIDE SCHOOL	191,228	593	190,635	1,305
142	283210-0190	LAKESIDE SCHOOL	896,089	893	895,196	784

PARCEL TOTAL AREAS WERE DERIVED FROM KING COUNTY ASSESSOR REPORTS AND DOES NOT REFLECT A BOUNDARY CALCULATION BY PARAMETRIX

ALL AREAS SHOWN IN SQUARE FEET



BASIS OF BEARING:
GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).

LEGEND

- DEED PARCEL LINE
- GIS PARCEL LINES
- STREET CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- TEMPORARY CONSTRUCTION LIMIT
- PERMANENT EASEMENT
- ACQUISITION AREA
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT EASEMENT
- 100 PARCEL NUMBER

LAYOUT: SHIT 4 27+50-33+50 PATH: U:\PSO\Projects\Clients\2211-locob Eng\247-2211-021 145th St ROW Plans\995\Survey\Occurrent\Drawn PLOTTED BY: MacchBri DATE: Thursday, May 26, 2022 2:34:36 PM

REVISIONS	DATE	BY	DESIGNED
UPDATE TCE LINES	1/10/22	BM	D. THIBODEAU
UPDATE TCE AND ROW LINES	2/08/22	JA	D. THIBODEAU
UPDATE TCE LINES AND OWNERSHIP TABLE	5/10/22	JA	D. THIBODEAU

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.

FILE NAME: 145th RW Plans Ph 1
JOB No.: 247-2211-038
DATE: 08-2021



5/26/2022

JACOBS
Parametrix
ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

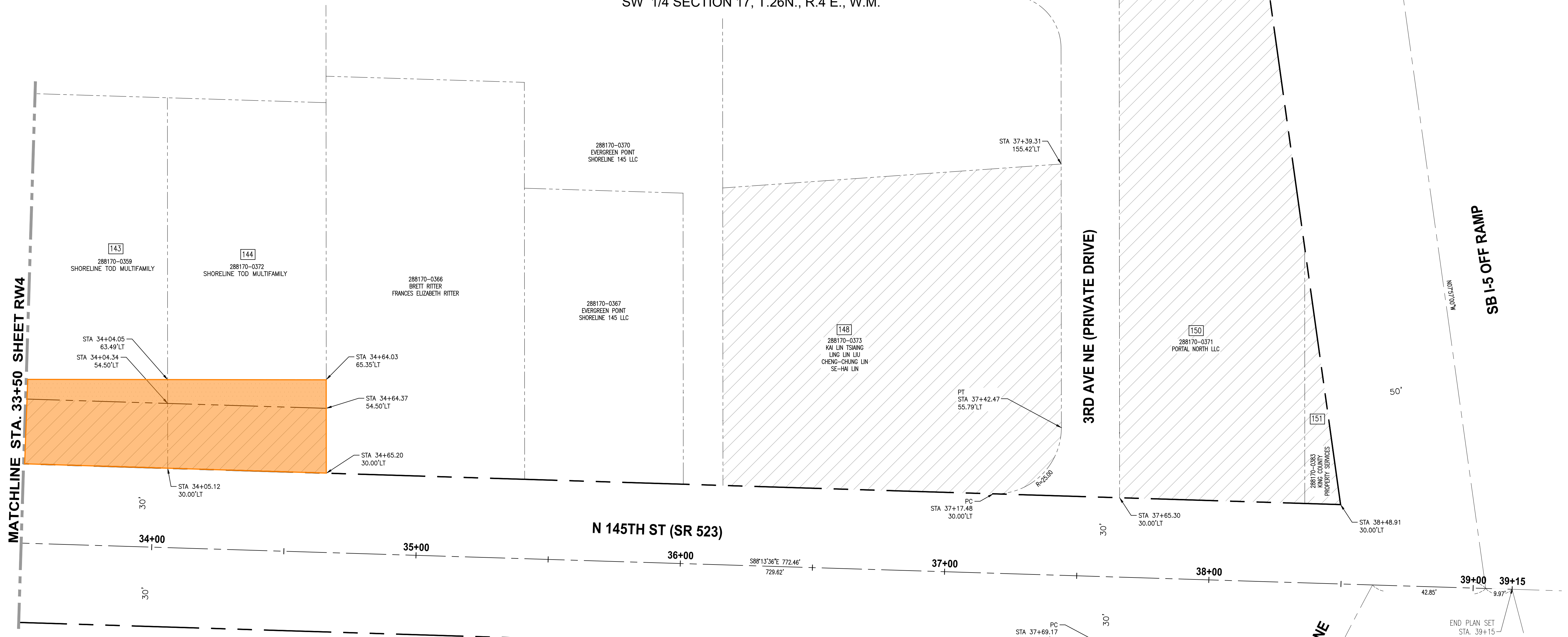
PROJECT NAME
**SR 523 (N/NE 145TH STREET)
AURORA TO I-5
PHASE 1
SHORELINE, WA**

**RIGHT OF WAY PLAN
STA. 27+50 - STA. 33+50**

DRAWING NO.
4 OF 5
RW4

NW 1/4 SECTION 20, T.26 N., R.4 E., W.M.
 SW 1/4 SECTION 17, T.26N., R.4 E., W.M.

MATCHLINE A: SEE DETAIL A1 (THIS SHEET)

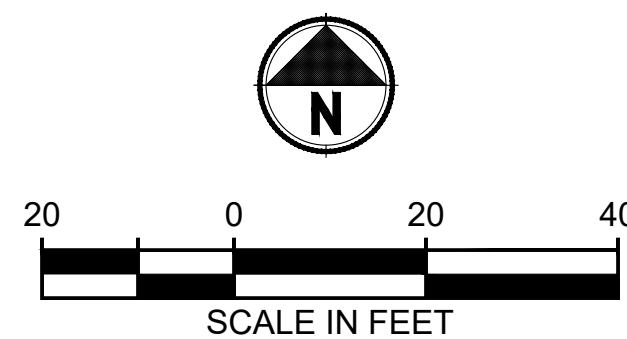


OWNERSHIPS

PARCEL NUMBER	TAX PARCEL NO.	OWNER NAME	GROSS AREA	FEE ACQUISITION	REMAINDER AREA	PERMANENT EASEMENT AREA	TCE AREA
143	288170-0359	SHORELINE TOD MULTIFAMILY	8,400	1,471	6,929	0	484
144	288170-0372	SHORELINE TOD MULTIFAMILY	8,400	1,471	6,929	0	596
148	288170-0373	LIN TSIANG & LIN LIU & LIN & LIN	15,085	15,085	0	0	0
150	288170-0371	PORTAL NORTH LLC	17,486	17,486	0	0	0
151	288170-0383	KING COUNTY PROPERTY SERVICES	654	654	0	0	0

PARCEL TOTAL AREAS WERE DERIVED FROM KING COUNTY ASSESSOR REPORTS AND DOES NOT REFLECT A BOUNDARY CALCULATION BY PARAMETRIX

ALL AREAS SHOWN IN SQUARE FEET



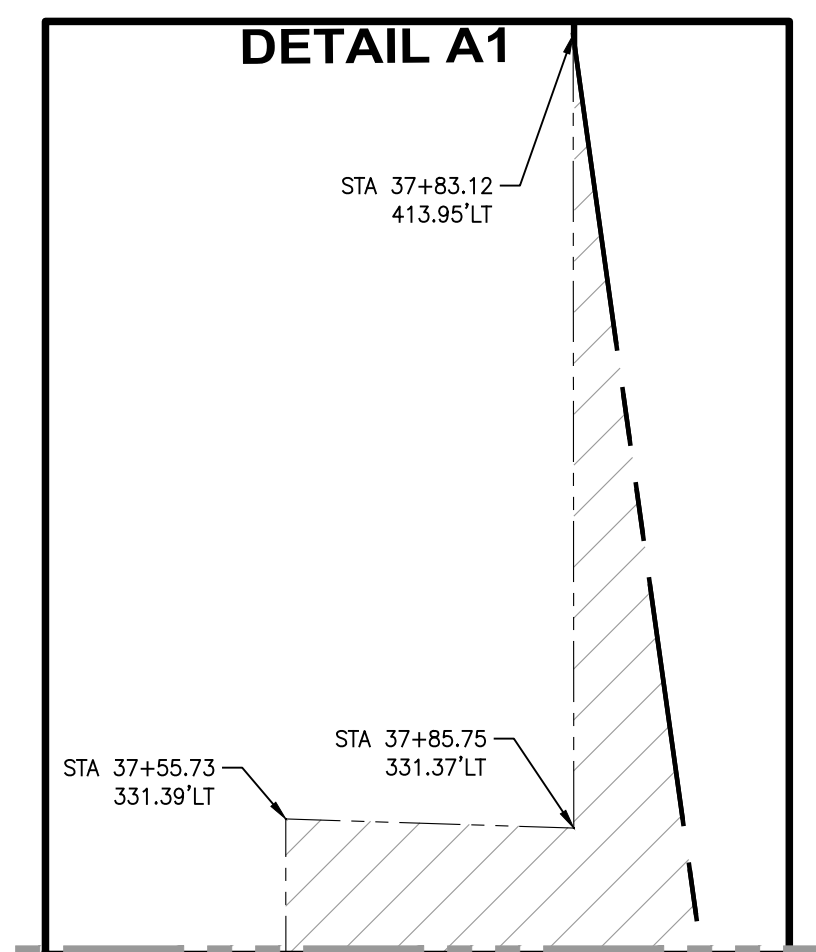
BASIS OF BEARING:
 GRID NORTH BASED ON THE WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).



142
 283210-0190
 LAKESIDE SCHOOL

LEGEND

- DEED PARCEL LINE
- GIS PARCEL LINES
- STREET CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- TEMPORARY CONSTRUCTION LIMIT
- PERMANENT EASEMENT
- [Hatched Box] ACQUISITION AREA
- [Dashed Box] TEMPORARY CONSTRUCTION EASEMENT (TCE)
- [Numbered Box] PARCEL NUMBER



MATCHLINE A

REVISIONS	DATE	BY	DESIGNED
UPDATE TCE LINES AND OWNERSHIP TABLE	5/10/22	JA	DRAWN D.THIBODEAU CHECKED D.THIBODEAU APPROVED B.PUSEY

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.
 FILE NAME: 145th RW Plans Ph 1
 JOB No.: 247-2211-038
 DATE: 08-2021

JACOBS
Parametrix
 ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

PROJECT NAME
**SR 523 (N/NE 145TH STREET)
 AURORA TO I-5
 PHASE 1
 SHORELINE, WA**

**RIGHT OF WAY PLAN
 STA. 33+50 - STA. 39+15**

DRAWING NO.
 5 OF 5
RW5

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 LAYOUT: SHIT_5_33+50-39+15

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Employment Agreement Between the City of Shoreline and Bristol Ellington
DEPARTMENT:	City Council
PRESENTED BY:	Keith Scully, Shoreline Mayor Margaret King, City Attorney
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The City Council recently concluded a nation-wide search for a new City Manager by voting September 19, 2022, to authorize the Mayor and Deputy Mayor to negotiate an employment contract with Bristol Ellington. The search process began in June and resulted in 43 applications for the position. The applicant pool was narrowed to a field of 10 semifinalists and then to three finalists who participated in an on-site selection process that occurred September 8 and 9, 2022. On September 19, the Council authorized the negotiations with Mr. Ellington.

The terms of the proposed employment agreement have been negotiated with Mr. Ellington using provisions of model contracts and past Shoreline City Manager contracts. The agreement is attached to this staff report as Attachment A. If approved by the City Council, Mr. Ellington's appointment to the position of City Manager will commence on November 28, 2022.

The contract provides for a starting salary, the provision to apply any cost-of-living adjustment (COLA) provided to other non-represented City employees, and a guarantee of a minimum 10% differential between the salary of Mr. Ellington and his highest paid subordinate, along with other provisions of compensation, relocation and other terms of employment.

As per Council Rules of Procedure 6.1.B, which states that for an Action Item that is before the City Council for the first time and is not part of the consent agenda, public comment for that item will follow the staff report but precede Council review. Council should therefore allow for Public Comment following the staff report, and the same rules for Public Comment provided as part of the Council's Regular Meeting Agenda shall apply.

RESOURCE/FINANCIAL IMPACT:

The initial salary for Mr. Ellington's employment contract is \$237,200.

RECOMMENDATION

Staff recommends that the City Council approve the proposed Employment Agreement between the City of Shoreline and Bristol Ellington for the position of City Manager.

ATTACHMENT:

Attachment A: Employment Agreement Between the City of Shoreline and Bristol Ellington

Approved By: City Attorney: ***MK***

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SHORELINE AND BRISTOL ELLINGTON**

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Shoreline, Washington, a municipal corporation, hereinafter called “Employer” or “City,” and Bristol Ellington, hereinafter called “Employee” or “City Manager.”

WITNESSETH:

WHEREAS, Employer desires to employ the services of Bristol Ellington as City Manager of the City of Shoreline, as provided for in Chapter 35A.13 of the Revised Code of Washington (RCW); and

WHEREAS, it is the desire of City Council to provide certain benefits and to establish conditions of employment of said Employee, including inducements to continue employment; and

WHEREAS, Employer desires to establish an atmosphere which makes possible the Employee’s full productivity and at the same time, ensures the Employee’s future security by establishing a clear mutual understanding as to pay and fringe benefits and providing a just and proper means for terminating the services of the Employee if that action becomes necessary or desirable; now therefore

IN CONSIDERATION of the mutual covenants herein contained, the parties agree as follows:

1. Employment and Duties

A. The City Council hereby agrees to employ Bristol Ellington as City Manager of the City of Shoreline, to perform on a full-time basis the functions and duties specified in Chapter 35A.13 RCW for this office and other permissible and proper duties and functions as the City Council shall from time-to-time assign, subject to this Agreement.

B. The City Manager agrees to remain in the exclusive employment of the City of Shoreline, while employed by the City of Shoreline. “Employment,” however, shall not be construed to include occasional teaching, writing, professional consultation or speaking performed on leave or outside normal work hours, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City of Shoreline. The Mayor shall be given notice of any compensated outside employment. De minimis use of City equipment for such purpose is hereby authorized.

2. Term

- A. This Agreement and appointment shall become effective November 28, 2022.
- B. This Agreement is for an indefinite term of employment with no guaranteed tenure, subject, however to the limitations, notices, requirements, payments, and matters hereinafter set forth.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject to the provisions set forth in Section 7 of this Agreement and those contained in applicable state law.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign his position with Employer at any time, subject to a sixty (60) day notice and the provisions of this Agreement.

3. Compensation and Benefits

- A. **Base Annual Salary.** For services rendered by Employee pursuant to this Agreement, Employer shall pay Employee a base annual salary of Two Hundred Thirty-Seven Thousand and Two Hundred Dollars (\$237,200.00) on the City's regular payroll schedule. The Employer agrees to increase the base salary January 1 of each year by the amount of the across-the-board cost of living increase applied to salary ranges of the other employees of the Employer; provided, the Employer agrees to additional increases necessary to maintain a minimum of 10% salary differential between the City Manager and his highest paid subordinate. This is a flat or one-step range. Employer agrees that during the term of employment as City Manager Employee's salary will never be reduced below the base annual salary as adjusted above, except as provided in Section 6. Employee shall receive similar equipment as other employees to conduct business and shall, at a minimum, be provided a cell phone and a laptop computer at the City's expense. Employer agrees to cover the cost of the Employee's selected COBRA coverage for up to four (4) full months after the last day of employment.
- B. **Social Security Replacement Account.** Employer and Employee shall make their required payments of six-point two percent (6.2%) of Employee's base annual salary, with immediate vesting, into the Social Security 401(a) replacement fund administered by the City, or such other percentage contribution established for this fund by the City Council for all employees. In addition, the parties shall make required contributions to the Medicare Program at the federally determined percentage.
- C. **Insurance Coverage.** Employer agrees to provide for health, hospitalization, surgical, long-term disability, life, vision, dental and comprehensive medical insurance for the Employee and his dependents equal to that which is provided to all other employees of the City of Shoreline.

D. Retirement. Employee is covered by the State of Washington PERS 2 retirement system. Employer shall contribute the State required amounts for the Employer's share of Employee's participation in the PERS 2 retirement system as established in state law. The parties acknowledge that the amount of the Employer contribution is subject to adjustment by the state legislature in the future and agree that said contribution shall be adjusted (either increased or decreased) accordingly.

Employer shall contribute an amount of \$890 per month to the Employee's 457 Deferred Compensation Plan account.

E. Leave

1. Employee shall accrue vacation leave at a rate per pay period equivalent to 17 days in each calendar year and Employee shall be treated as an employee at the 5-year mark (as set forth in the Accrual Table in the Employee Handbook) in relation to all other vacation leave provisions.

2. Employee shall be granted sick leave, management leave, personal leave, holidays, and other leave at a rate and for purposes applicable to other City exempt employees under the Employee Handbook. Employee shall complete exempt leave slips to be approved by the Mayor.

F. Travel reimbursement. Travel expenses including use of personal vehicles beyond the city limits of Shoreline shall be subject to reimbursement under the City Business Expense Policy.

4. Professional Development

A. Memberships and Training. Employer hereby agrees to pay for expenses of Employee for membership to the Washington City/County Managers Association and paid attendance to its annual conferences. Employer hereby agrees to pay for expenses of Employee for membership to the International City/County Managers Association and shall pay for attendance at the ICMA conference and for other reasonable professional development programs if funds are available in the annual budget for the City Manager's Office. Reimbursement for expenses incurred under this section shall be made according to the City Business Expense Policy and approved by the Mayor.

B. Annual Performance Evaluation

1. With the assistance of a qualified facilitator acceptable to Employer and Employee, Employer shall review and evaluate the performance of the Employee after six months and twelve months, and then at least once annually thereafter. The Mayor shall provide the Employee with a written summary of the findings of the Employer and provide adequate opportunity for the Employee to discuss his evaluation with the Employer.

2. Annually, the Employer and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. Goals and objectives shall generally be attainable within the specified timeframes and be within the appropriations provided within the annual operating and capital budgets. The Employer may revise such goals and objectives as necessary to meet the changing needs of the City following consultation with the Employee.

3. The parties agree that review of the City Manager salary shall be a subject of this annual review.

5. Indemnification

As a condition of Employee's employment Employer agrees that it shall defend, hold harmless and indemnify Employee and his marital community against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties according to Shoreline Municipal Code Chapter 2.40. This indemnification and hold harmless shall continue after Employee's cessation of employment but only insofar as it relates back to claims, demands, suits, judgments and professional, personal and community liability arising either directly or indirectly out of his employment. The terms of this provision assume and are conditioned upon the Employee acting in a lawful manner and within the scope of his authority as City Manager and fully cooperating in the defense of any such claims and suits.

6. No Reduction of Benefits

Unless expressly provided herein, Employer shall not at any time during the term of the Employee's tenure in office reduce the salary, compensation, or other financial benefits of Employee, including office arrangements, except to the same degree of such a reduction across-the-board for all employees of the Employer.

7. Termination and Severance

A. In the event the Employee is terminated or requested by the Employer to resign for the convenience of the City of Shoreline, or voters elect to change from a Council/Manager form of government and Employee does not agree to accept another position with the City of Shoreline following reorganization, then Employer shall provide severance compensation in the amount of four (4) months of salary based upon the salary in effect at the time of notice of termination, resignation or change of government, cash equivalent of earned vacation, management leave and personnel leave balances, and deferred compensation. Said severance compensation shall be paid in a lump sum, monthly or in quarterly installments, at the Employee's election. The Employer shall be

authorized to perform any deductions required by law. The Employer shall extend and pay for Employee's health coverage benefits for four (4) months.

B. Any termination action taken by the Employer shall be subject to the notice period required by state law (RCW 35A.13.130 and RCW 35A.13.140, or successor statutes). The Employer may, in its sole discretion, substitute advance notice of termination, in addition to that required by statute, for any or all of the four months severance compensations listed above. Additionally, the Employer and Employee may, by mutual consent, arrange for a time-certain effective date of such termination, subject to the aforementioned notice period required by state law.

C. Failure of the Employer to correct a material breach of the Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause and Employee will be entitled to severance compensation specified in this section.

D. In the event the City Manager is terminated for "just cause," then Employer's only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty in the performance of job duties; or (4) improper government action as defined in RCW 42.02.020.

8. Relocation

Employee shall be reimbursed reasonable relocation expenses up to a maximum of \$10,000.

9. General Provisions

A. In addition to the rights and benefits detailed herein, the City Manager shall receive all benefits accruing to the exempt employees of the City of Shoreline, except where they are in conflict with the specific provisions of this Agreement.

B. The text herein shall constitute the entire agreement between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.

D. This Agreement shall become effective upon execution by Employee and adoption and approval by the City Council of the City of Shoreline.

E. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

F. Notices pursuant to this Agreement shall be deemed given as of the date of personal service or date of deposit, postage prepaid, in the United States Postal Service addressed to the Employer at City Clerk, 17500 Midvale Avenue North, Shoreline, WA 98133-4905 or the Employee at the address maintained by the Employee at the City for mailing federal tax notices.

Keith Scully
Mayor

Bristol Ellington

Approved of as to form
Margaret J. King
City Attorney

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion of Resolution No. 497 - Expressing Support for King County's Re+ Pledge to Minimize Waste		
DEPARTMENT:	Recreation, Cultural, and Community Services		
PRESENTED BY:	Cameron Reed, Environmental Service Program Manager		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

Up to 70% of what currently goes into King County's only active regional landfill is reusable or recyclable. King County projects this landfill will reach capacity by approximately 2040. [Re+](#) is a multi-year effort, set to formally launch in November 2022, to fulfill King County's goals of a zero-waste future and development of a circular economy for reusable and compostable items as outlined in the [King County 2020 Strategic Climate Action Plan](#) and [2019 Comprehensive Solid Waste Management Plan](#).

The shared goal of the County and cities participating in the County's solid waste disposal system via interlocal agreement, is to keep materials with economic value in use and out of our waste stream. King County is currently developing the Re+ Plan to outline a pathway to achieving that goal and is seeking to partner with cities on local implementation of key plan elements.

Tonight, the City Council will be joined by John Walsh, Strategy, Communications and Performance Section Manager, from King County's Solid Waste Division to share more information about the County's Re+ Plan and Re+ Pledge (Attachment A, Exhibit A). Additionally, staff is seeking Council consideration of the City expressing its support for King County's Re+ Pledge. City support for the Re+ Pledge would be provided for by proposed Resolution No. 497 (Attachment A). Proposed Resolution No. 497 is current scheduled to return for potential Council action on October 17, 2022.

RESOURCE/FINANCIAL IMPACT:

There are no immediate, direct costs to the City for adopting the RE+ pledge. The funding for Re+ programs and activities is in the King County Solid Waste Division's 2023-2024 budget. However, there will be costs associated with implementing supporting actions locally. Several of these key actions are included in the Climate Action Plan update that Council will review at the October 10, 2022, meeting.

RECOMMENDATION

No action is required by the City Council this evening. This meeting provides an opportunity for the City Council to review proposed Resolution No. 497 and King

County's Re+ Pledge and ask questions of King County and City staff and provide staff direction. Staff recommends that Council approve proposed Resolution No. 497 expressing support for King County's Re+ Pledge when it is scheduled to return for potential action on October 17, 2022.

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

INTRODUCTION

[Re+](#) is a multi-year effort, set to formally launch in November 2022, to fulfill King County's goals of a zero-waste future and development of a circular economy for reusable and compostable items as outlined in the [King County 2020 Strategic Climate Action Plan](#) and [2019 Comprehensive Solid Waste Management Plan](#).

BACKGROUND

The King County Solid Waste Division provides garbage transfer, disposal, and recycling services for approximately 1.9 million people. They serve all of King County, except the cities of Seattle and Milton. Their work is guided by [King County's 2019 Comprehensive Solid Waste Management Plan \(Comp Plan\)](#), which enables them to manage waste locally at the lowest cost and with the least environmental impact. Up to 70% of what currently goes into King County's only active regional landfill is reusable or recyclable. The County projects this landfill will reach capacity by approximately 2040.

Re+ is the County's biggest effort yet to reach zero waste of resources and create a more circular economy. It creates a tangible path towards meeting the 70% waste diversion goals outlined in the 2019 Comp Plan and supports [King County's Strategic Climate Action Plan](#) (SCAP) and the [King County-Cities Climate Collaboration](#) (K4C) agreements.

King County is currently developing the Re+ Plan to outline a pathway to achieving that goal and is seeking to partner with cities on local implementation of key plan elements. Additionally, achieving zero waste of resources with economic value by 2030 aligns with the City's commitments and efforts to address climate change including:

- [Shoreline Comprehensive Plan goal NE V](#),
- [Shoreline City Council \(2022-2024\) - Goal 2, Action Step 6](#),
- [King County Joint Commitments to climate change action and targets through the King County-Cities Climate Collaboration](#), and
- [Shoreline Climate Action Plan update](#) that is currently underway.

The City of Shoreline contracts with Recology to provide comprehensive garbage, recyclables and compost services to both residential and commercial clients. Garbage service is mandatory for businesses, multifamily and single-family properties in Shoreline. Every other week recycling is included at no additional cost along with garbage services. Weekly compost food scraps and yard waste is also included at no-cost for single family homes. Solid waste is then transported to the King County Landfill.

DISCUSSION

When King County's current disposal-based solid waste system was developed in the 1960s, it was not designed with equity and climate impacts in mind. Navigating which materials are recyclable is confusing. Some solid waste services remain out of reach for many residents. Critical improvements have since been made at Cedar Hills Regional Landfill to capture and process methane gas and keep pollutants out of stormwater

runoff, but with the landfill set to close by 2040, it's time to invest in a system that's better for both the environment and our communities.

We can reduce climate impacts, conserve resources and create a healthier environment for our communities by keeping valuable materials out of the landfill and in use as long as possible. By incorporating the principles of a circular economy, which emphasizes methods like recycling to keep materials out of the landfill, Re+ is a roadmap for making that change. Our approach aims to reinvent the current waste management system to be more resilient, future-focused, and equitable.

In 2019, about 860,000 tons of waste, including highly recyclable material, was buried in Cedar Hills Regional Landfill (Figure 1).

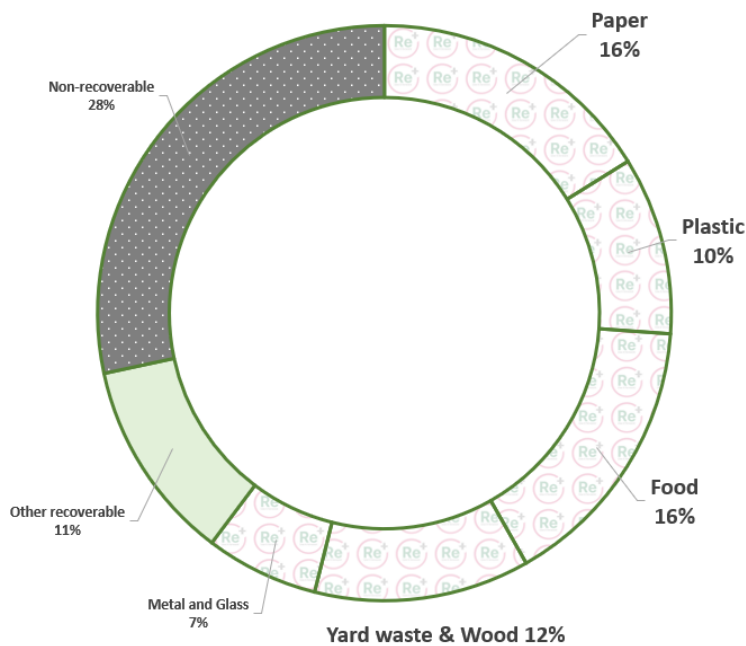


Figure 1: Recyclability of Materials sent to Cedar Hills Regional Landfill in 2019.

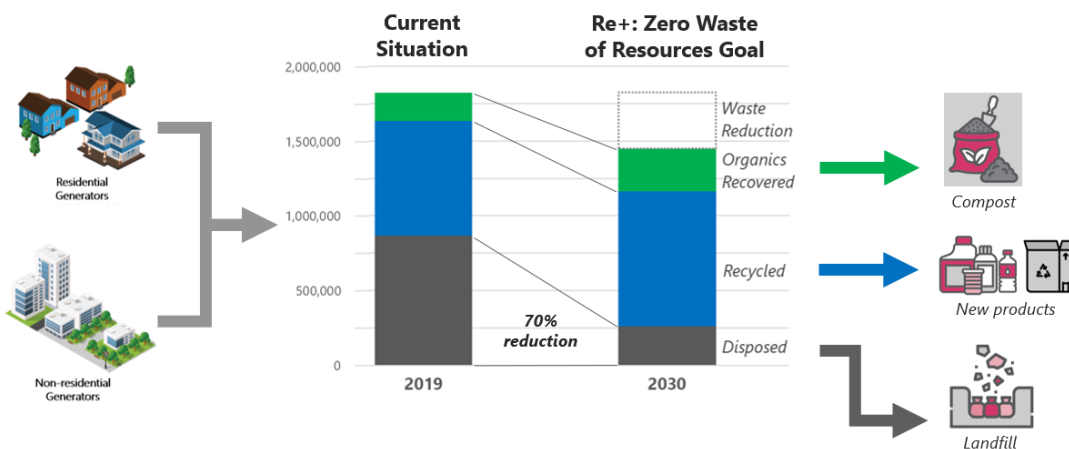


Figure 2: Current solid waste disposal situation compared to Re+ goals

The Re+ Plan is guided by the following principles based on partnership and collaboration with cities, regional and statewide initiatives:

1. **Pursuing opportunity in a more circular economy** - Through the transition to a more circular economy, directly address equity and accessibility issues in all planning decisions.
2. **Include All Voices** - Ensure that when taking a systems approach and when approaching planning decisions, the needs of all residents are placed at the center of the process, recognizing the voices of Black, Indigenous, and People of Color (BIPOC) and those who have been historically excluded are heard and reflected.
3. **Support Local Growth and Green Jobs** - The region ensures material management jobs are green jobs, and workers are encouraged to take advantage of the clean circular economy roles of the future.
4. **Support Broader Goals** - Measure and track the benefits and impacts of planned actions to climate, human health, equity, toxics and the environment, and incorporate performance in county plans and goals.
5. **Prioritize High Impact Materials** - The region prioritizes material and product categories with the biggest potential positive impacts (plastic, paper, and organics including wood) in the short term but recognizes that future updates to the Re+ plan need to expand to cover all relevant materials – such as textiles, mattresses and carpet.

RE+ Strategies

The Re+ Plan will include the following strategies:

- **Strategy 1: System-wide Approach**
 - A regional system-wide approach that is collaboration-based & recognizes where action is needed from design through end of use.
 - *Why is this needed: To achieve a circular economy, all the components of the system—from product design and creation to recycling of unwanted items—must adapt to work together towards this common goal.*
- **Strategy 2: Resources at All Levels**
 - The region and all responsible parties prioritize and implement actions that deliver the zero-waste goal and move towards a more circular economy.
 - *Why is this needed: Re+ is a very big change and in order to be successful, it will require support, knowledge, and other resources from King County partners.*
- **Strategy 3: A More Circular Economy**
 - Moving towards a more circular economy where the region seizes the opportunity for climate and environmental stewardship and ensures a just equitable transition where all people thrive.
 - *Why is this needed: The Earth does not have enough resources to support the current “make, use, and throw away” system that exploits people and the environment.*

- **Strategy 4: Infrastructure & Innovation**
 - The region delivers zero-waste/Re+ infrastructure & innovation where technology solutions can handle increased diversion and supporting unconventional solutions.
 - *Why is this needed: King County’s current solid waste system is based on a model from the 1950s and 60s—we should be adopting new technologies that were made to address the waste issues of this millennium.*
- **Strategy 5: Policy & Legislation**
 - The region embraces zero-waste/Re+ policy & legislation, recognizing governments have a leading role working in partnership with the private sector in creating and harmonizing standards and approaches.
 - *Why is this needed: New laws can be a relatively quick and effective way to create large-scale change in an otherwise complicated system.*

Fast Start Actions

While the full plan will be released in November, the County has identified several “fast-start” actions that will be critical for implementation:

1. **Non-Residential Food Waste Recycling:** King County, in collaboration with Washington State and partnering with cities, will be working with local businesses and restaurants to help separate their food waste. King County Solid Waste Division (SWD) is conducting research on the ways this waste can be turned into a resource, like compost to help grow food, or biogas energy that can help power businesses and homes.
2. **Circular Economy Business Development and Grants:** King County will deliver business development, mentoring, networking and access to funding pathways. for circular economy initiatives through NextCycle Washington, an accelerator program for organizations and businesses diverting materials and using recycled materials in manufacturing.
3. **Single family Organics Collection:** SWD is looking into effective ways to divert organics and food waste into compost and away from landfills from single-family residents throughout King County. We’ll be using information gathered from surveys, consultant studies, and the Re+ Community Panel to determine the method that best serves the need of King County communities with a specific eye on equity.
4. **Community Panel** (completed/in-process): King County assembled a Community Panel to provide insight and direction around the intersection of equity and solid waste policies in King County. The panel is comprised of residents, workers, and volunteers of King County who have lived experienced as a frontline community member, are disproportionately impacted by climate change, and more exposed to materials management decisions.
5. **Extended Producer Responsibility for Packaging & Paper Products:** King County will support adoption of a statewide Extended Producer Responsibility (EPR) program that requires companies that make consumer products to fund the recycling system and ensure that their packaging and paper products (PPP) actually get recycled. EPR would save local governments and residents money,

increase reuse and recycling rates, and incentivize companies to reduce their use of PPP and design reusable, recyclable, or compostable materials.

Impact

Collectively, the County expects that these and other Re+ actions will significantly reduce both solid waste and emissions while recovering recyclable material, creating jobs, reducing food insecurity, conserving natural resources, and supporting more equitable outcomes (Figure 3).



Specifically, the plan has the potential to provide the following benefits:

- Redirecting 135,000 tons of food each year in King County to go towards composting, bioenergy, and feeding those experiencing food insecurity
- Recovering infinitely recyclable materials like glass and metals for continued use
- Recycling 130,000 tons of cardboard and paper and preventing an estimated 1 million to 2 million trees from being processed into new paper fibers.
- Providing clearer messaging about what materials are recyclable
- Reducing approximately 600,000 metric tons of CO2e from the mining and processing of raw materials or as landfill gas in the landfill each year.

Tonight’s Council Meeting

Tonight, the City Council will discuss King County’s Re+ Plan and Re+ Pledge (Attachment A, Exhibit A). Additionally, staff is seeking Council consideration of the City expressing its support for King County’s Re+ Pledge. City support for the Re+ Pledge would be provided for by proposed Resolution No. 497 (Attachment A). Proposed Resolution No. 497 is current scheduled to return for potential Council action on October 17, 2022.

STAKEHOLDER OUTREACH

To better understand community needs within our solid waste system, the County created the Re+ Community Panel, a group of 10 frontline community members who

live, work, or volunteer in King County. Their contributions in our ongoing meetings have already helped highlight areas where Re+ can adopt more equitable implementation.

These areas include:

- Re+ influence on food systems and food sovereignty
- Re+ influence on dismantling the root causes of oppression and undoing the harms caused by colonial systems
- Re+ grants supporting living wages, meaningful work, and small businesses
- Transferring decision making power to our local tribes
- Making the principles of the circular economy more accessible, culturally-informed, and culturally relevant

Work in these areas and more will be ongoing, including broader community engagement following the formal Re+ Plan launch in November 2022.

COUNCIL GOAL(S) ADDRESSED

Proposed Resolution No. 497 supports Council goal 2, Action Step 6: Continue to implement the 2022-2024 Priority Environmental Strategies including implementation of Salmon-Safe certification activities, resource conservation and zero waste activities, and updating the City's Climate Action Plan.

RESOURCE/FINANCIAL IMPACT

There are no immediate, direct costs to the City for adopting the RE+ Pledge. The funding for Re+ programs and activities is in the King County Solid Waste Division's 2023-2024 budget. However, there will be costs associated with implementing supporting actions locally. Several of these key actions are included in the Climate Action Plan update that Council will review at the October 10 meeting.

RECOMMENDATION

No action is required by the City Council this evening. This meeting provides an opportunity for the City Council to review proposed Resolution No. 497 and King County's Re+ Pledge and ask questions of King County and City staff and provide staff direction. Staff recommends that Council approve proposed Resolution No. 497 expressing support for King County's Re+ Pledge when it is scheduled to return for potential action on October 17, 2022.

ATTACHMENTS

Attachment A – Proposed Resolution No. 497
Attachment A, Exhibit A - King County Re+ Pledge

RESOLUTION NO. 497

A RESOLUTION OF THE CITY COUNCIL, CITY OF SHORELINE, WASHINGTON EXPRESSING SUPPORT FOR KING COUNTY'S RE+ PLEDGE TO MINIMIZE SOLID WASTE.

WHEREAS, the Re+ program is a King County Solid Waste Division program dedicated to reducing the impact of climate change by preventing and reducing solid waste; and

WHEREAS, the Re+ program outlines a pathway to achieve the goal of minimizing solid waste and King County is seeking to partner with cities on local implementation of key plan elements; and

WHEREAS, key actions for the Re+ program include identifying new ways of processing organics and recycling, developing recycling markets for organics, paper and plastic, and a community panel to engage historically underrepresented and adversely impacted community members to help guide future outcomes along with developing new markets that will create local jobs in the private sector, help build the green economy, and ensure a just and equitable impact on the members of our community; and

WHEREAS, supporting the Re+ program effort will help focus local governments on a joint effort and responsibility to make progress toward reducing local GHG emissions by increasing waste prevention and recycling, laying the foundation for developing a circular economy; and

WHEREAS, the Re+ Pledge aligns with the City's commitments and efforts to address climate change including:

- Shoreline Comprehensive Plan goal NE V;
- Shoreline City Council (2022-2024) Goal 2, Action Step 6,;
- King County Joint Commitments to climate change action and targets through the King County-Cities Climate Collaboration
- Shoreline Climate Action Plan; and
- Resolution No. 494 declaring a climate emergency and directing the City to take actions to address the climate crisis; and

WHEREAS, the City Council wishes to express its support for the shared vision that the Re+ program represents;

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

The Shoreline City Council expresses its support for King County's Re+ Pledge to Minimize Solid Waste and authorizes the City Manager to execute the Re+ Pledge as set forth in Exhibit A to this Resolution.

The Shoreline City Council further expresses the City’s desire to work collaboratively with King County to identify ways to enhance the City’s efforts to achieve the vision of the Re+ program in a fair, equitable and inclusive manner with implementation support from the County including competitive grants, model language for countywide program and policy implementation, and technical support.

ADOPTED BY THE CITY COUNCIL ON OCTOBER 17, 2022.

Mayor Keith Scully

ATTEST:

Jessica Simulcik Smith
City Clerk



Re+ Pledge

Re+ is a multi-year effort, set to formally launch in November 2022, to fulfill King County's goals of a zero-waste future and development of a zero-waste circular economy as outlined in the King County 2020 Strategic Climate Action Plan and 2019 Comprehensive Solid Waste Management Plan.

Up to 70% of what currently goes into our regional landfill is reusable or recyclable. Our goal is to keep materials with economic value in use and out of our waste stream. The Re+ program is our pathway to success.

Implementing Re+ will ensure that we are keeping true to our commitments to reduce climate impacts, conserve resources, and create a healthier environment for our communities by keeping valuable materials out of the landfill and in use as long as possible.

Re+ is a roadmap for making that change.

Our approach aims to reinvent the current waste management system to be more resilient, equitable, and cost-effective through strategies necessary to meet our 2030 goal of zero food waste and zero waste of reusable resources.

Key actions include identifying new ways of processing organics and recycling, developing recycling markets for organics, paper and plastic, and a community panel to engage historically underrepresented and adversely impacted community members to help guide future outcomes. These new markets will create local jobs in the private sector, help build the green economy and ensure a just and equitable impact on the members of our community.

Re+ builds on the important work that many of our partners, including cities, the Port of Seattle, businesses, non-profits, community members, and the County are already doing to reduce contributions to climate change.

WHEREAS, climate change is an urgent challenge, with far-reaching current and future impacts to our environment, public health, and economy; and

WHEREAS, greenhouse gas (GHG) emissions generated globally from the production, transport, use, and disposal of goods, foods, and services consumed in King County are a major part of our communities' climate footprint and are more than locally generated GHG emissions; and

WHEREAS, King County and K4C partners are measuring, reporting, and developing new strategies to reduce consumption-related GHG emissions; and

WHEREAS, supporting the Re+ effort will help focus our joint effort and responsibility to make progress toward reducing local GHG emissions by increasing waste prevention and recycling, laying the foundation for developing a circular economy; and

WHEREAS, we recognize that the success of Re+ will require collaboration between King County, local jurisdictions, tribes, businesses, community-based organizations, and others; and

WHEREAS, the Re+ Program is consistent with, consolidates, and accelerates progress towards achieving the approved goals and strategies of the 2020 Strategic Climate Action Plan, the 2019 Comprehensive Solid Waste Management Plan, and the Joint Climate Action Commitment of the King County Cities Climate Collaborative (K4C) in relation to the County’s zero-waste goals; and

WHEREAS, we will work with the County to identify ways to enhance our efforts to achieve the vision of Re+ with implementation support from the County including competitive grants, model language for countywide program and policy implementation, and technical support; and

WHEREAS, as a core component of this important work we must engage in ways that are fair, equitable and inclusive for those who are historically under-represented and have been disproportionately impacted by the status quo in our communities.

Now, therefore, we pledge our support for the shared vision that Re+ represents and look forward to collaborating to see this vision become reality.

Signed this ___ day of _____, _____, by



Name, Title

on behalf of

Jurisdiction



King County

Department of
Natural Resources and Parks
Solid Waste Division

Alternate Formats Available
206-477-4466 • TTY Relay 711

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussing the 2022 Resident Satisfaction Survey Results		
DEPARTMENT:	City Manager's Office		
PREPARED BY:	Eric Bratton, Communications Program Manager		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

The City has recently completed its tenth resident satisfaction survey. Every two years, beginning in 2002, the City has measured public perception about the City and its services by conducting a scientific survey of a random sampling of households in the City. In addition to measuring residents' level of satisfaction with services, the survey helps determine priorities for the community as part of the City's ongoing strategic planning process.

The release of the survey results is timed to help inform the Council and staff prior to the 2023-2024 budget review and adoption process. The results will be publicized on the City's website and through its monthly newsletter, *Currents*.

Tonight, staff will be joined by Chris Tatham, Chief Executive Officer of ETC Institute, which has conducted the survey since 2004, to present the results of the survey.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact associated with this agenda item.

RECOMMENDATION

No action is required at this time. The report is for information purposes only. Staff recommends that council discuss the results and findings of the 2022 Resident Satisfaction Survey.

ATTACHMENTS:

Attachment A: Draft 2022 City of Shoreline Resident Satisfaction Survey Findings Report

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

2022 City of Shoreline Resident Satisfaction Survey Findings Report

Presented to the City of Shoreline,
Washington

July 2022



Contents

Executive Summary	i
Section 1: Charts and Graphs	1
Section 2: Trend Charts.....	50
Section 3: Benchmarking Analysis	64
Section 4: Importance-Satisfaction Analysis.....	76
Section 5: Tabular Data.....	85
Section 6: Survey Instrument	128



Executive Summary

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



Purpose

ETC Institute administered a survey to residents of the City of Shoreline during the summer of 2022. The purpose of the survey was to help the City ensure that its priorities continue to match the needs and desires of residents. This is the tenth time ETC Institute has administered the *DirectionFinder*® survey for the City of Shoreline; the first survey was conducted in 2004.

Methodology

The six-page survey, cover letter, and postage-paid return envelope were mailed to a random sample of households in Shoreline. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online. At the end of the online survey, residents were asked to enter their home address; this was done to ensure that only responses from residents who were part of the random sample were included in the final survey database.

Ten days after the surveys were mailed, ETC Institute sent emails and text messages to the households that received the survey to encourage participation. The emails and texts contained a link to the online version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of Shoreline from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not counted.

The goal was to obtain completed surveys from at least 800 residents. The goal was met, with 800 residents completing the survey. The overall results for the sample of 800 households have a precision of at least +/-3.4% at the 95% level of confidence.

The percentage of “don’t know” responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Shoreline with the results from other communities in ETC Institute’s *DirectionFinder*® database. Since the number of “don’t know” responses often reflect the utilization and awareness of city services, the percentage of “don’t know” responses have been provided in the tabular data section of this report. When the “don’t know” responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase “*who had an opinion.*”

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



This report contains:

- an executive summary of the methodology for administering the survey and major findings,
- charts showing the overall results for most questions on the survey and trend data from the 2004, 2020 and 2022 community surveys,
- benchmarking data that show how the results for Shoreline compare to other communities,
- Importance-Satisfaction analysis; this analysis was done to determine priority actions for the City to address based upon the survey results,
- tables that show the results of the random sample for each question on the survey,
- a copy of the survey instrument.

Effects of COVID-19 Pandemic

Residents were asked five questions in the 2022 survey that addressed the COVID-19 pandemic. When asked how their financial situation had been impacted, 57% indicated they had not been impacted financially because of COVID-19; 17% indicated their financial condition was impacted early in the pandemic, but had improved, and 13% indicated projects/contracts had been postponed. Nearly one-fourth (24%) of respondents indicated they are still experiencing financial impacts as a result of the pandemic. When asked what they believed would have the biggest impact on their financial situation in the coming months, a majority (59%) *who had an opinion* believed it would be inflation.

More than half (55%) of the respondents indicated they have worked remotely during the pandemic. Twenty-six percent (26%) of those who have worked remotely plan to do so full-time in the future; 53% plan to work in a hybrid in-person/remote environment, and 21% do not have plans to work remotely in the future.

Overall Satisfaction with City Services and Facilities

The major categories of City services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the overall quality of City parks and recreation programs and facilities (71%), overall quality of the City’s stormwater runoff/management system (65%), overall travel time for trips on Shoreline streets (64%), and the overall quality of services provided by the City of Shoreline (62%).

Based on the sum of their top three choices, the City services that residents indicated should receive the most emphasis over the next two years were: 1) overall response to homelessness, 2) overall quality of police services, and 3) overall quality of human services. The City of Shoreline’s quality of services ranked 11% above the national average.

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



Overall Ratings and Perception of the City

Residents were asked to rate the City of Shoreline as a place to live, work, and raise children. Based upon the combined percentage of “excellent” and “good” responses among respondents *who had an opinion*, the highest ratings for the City were: as a place to live (89%), as a place to raise children (86%), and the overall quality of life in the City (75%). When respondents were asked to rate the overall condition of their neighborhood, 20% indicated their neighborhood is in “excellent” condition, and 48% consider the condition of their neighborhood as “good”.

Satisfaction with Specific City Services

- **City Maintenance.** The highest levels of satisfaction with City maintenance services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: garbage and recycling provider services (84%), adequacy of the wastewater (sewer) system (76%), adequacy of storm drainage services in neighborhoods (67%), and the maintenance of public trees along City streets (59%). The top two City maintenance items respondents felt should receive the most emphasis over the next two years were: 1) the overall maintenance of City streets and 2) the maintenance of sidewalks in Shoreline.
- **Code Enforcement.** The highest levels of satisfaction with City code enforcement, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the enforcement of graffiti removal from private properties (34%) and enforcing clean-up of garbage, junk, or debris on private property (30%). The top code enforcement item that respondents felt should receive the most emphasis over the next two years is enforcing the clean-up of garbage, junk, or debris on private property.
- **Public Safety.** Overall satisfaction with public safety items that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the level of respect Shoreline Police officers show residents (61%), the level of trust in officers to do the right thing (60%), and the overall quality of local police protection (59%). The top two aspects of public safety residents indicated should receive the most emphasis over the next two years, were: 1) response to property crime and 2) City’s efforts to prevent crime.
- **City Communication.** The highest levels of satisfaction with City communication, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the quality of content in the City’s newsletter (73%), the City’s efforts to provide information on major City issues (61%) and the availability of information about City services, meetings, and events (61%).

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



Respondents were asked to indicate what sources they use to get information about City issues, services, and events. The most selected sources were: the City newsletter “CURRENTS” (90%), the City’s Parks and Recreation Guide (78%), and online resources (49%).

- **Parks and Recreation.** The highest levels of satisfaction with parks and recreation services, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the maintenance of City parks (80%), maintenance of City playgrounds (78%), and outdoor athletic fields (77%). The two parks and recreation services respondents indicated should receive the most emphasis over the next two years were: 1) the maintenance of City parks and 2) walking and biking trails in the City.
- **Transportation and Land Use.** The highest levels of satisfaction with City transportation and land use, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the availability of public transportation options (57%), availability of bicycle lanes (47%), and traffic calming measures in neighborhoods (39%). The top two transportation and land use items that residents indicated should receive the most emphasis over the next two years were: 1) availability of sidewalks in neighborhoods and 2) availability of sidewalks on major streets and routes.

Additional Findings

- Respondents were asked to indicate how safe they feel in various situations. Based upon the combined percentage of “very safe” and “safe” responses among residents who had an opinion, respondents feel safest: in their neighborhoods during the day (92%), overall in the City of Shoreline (73%), and in their neighborhoods at night (68%).
- The overall satisfaction with leadership and the quality of life in Shoreline, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the overall image of the City (73%) and the overall effectiveness of the City Manager and the City staff (54%).
- Respondents were asked to indicate their level of agreement with how much they trust the City of Shoreline with their tax dollars. Fourteen percent (14%) indicated they “strongly agree” and 51% indicated they “somewhat agree” that they can trust the City of Shoreline to spend their tax dollars responsibly.

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



- Seventy-three percent (73%) of respondents, who had an opinion, believe the City is moving in the right direction.
- Ninety percent (90%) of residents, who had an opinion, feel Shoreline is a welcoming and inclusive community.

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



How the City of Shoreline Compares to Other Communities Nationally

Satisfaction ratings for the City of Shoreline **rated above the U.S. average in 26 of the 35 areas** that were assessed. The City of Shoreline rated significantly higher than the U.S. average (difference of 5% or more) in 20 of these areas. The table below shows how the Shoreline compares to the U.S. average:

Service	Shoreline	U.S.	Difference	Category
As a place to live	88.5%	49.7%	38.8%	Overall Ratings of the City
Garbage/recycling provider services	84.3%	56.6%	27.7%	Maintenance Services
Fees charged for recreation programs	59.6%	34.2%	25.4%	Parks and Recreation
Outdoor athletic fields	76.9%	52.7%	24.2%	Parks and Recreation
As a place to raise children	85.7%	62.4%	23.3%	Overall Ratings of the City
Adequacy of wastewater (sewer) system	76.2%	54.8%	21.4%	Maintenance Services
Maintenance of City playgrounds	78.1%	57.3%	20.8%	Parks and Recreation
Quality of City parks & recreation programs & facilities	70.8%	50.6%	20.2%	Major Categories of City Services
Availability of public transportation options	57.2%	37.8%	19.4%	Transportation and Land Use
Effectiveness of City communication with the public	57.5%	38.2%	19.3%	Major Categories of City Services
City's efforts to provide opportunities for public involvement	52.6%	34.2%	18.4%	City Communication
Overall image of City	72.6%	55.0%	17.6%	Leadership and Quality of Life
City's efforts to provide information on major City issues	60.8%	44.2%	16.6%	City Communication
Overall effectiveness of City Manager & City staff	54.0%	39.1%	14.9%	Leadership and Quality of Life
Quality of City's stormwater runoff/management system	64.6%	51.0%	13.6%	Major Categories of City Services
Overall quality of leadership provided by City's elected officials	52.3%	39.0%	13.3%	Leadership and Quality of Life
Availability of information about City services, meetings, & events	60.7%	47.5%	13.2%	City Communication
Quality of service provided by the City	61.6%	50.5%	11.1%	Major Categories of City Services
Walking & biking trails in City	69.2%	62.5%	6.7%	Parks and Recreation
Quality of content on City's website	49.1%	43.4%	5.7%	City Communication
Overall quality of local police protection	58.7%	54.6%	4.1%	Public Safety
Availability of bicycle lanes	46.6%	42.7%	3.9%	Transportation and Land Use
Overall cleanliness of City streets & other public areas	57.3%	54.7%	2.6%	Maintenance Services
Maintenance of streets in your neighborhood	52.0%	50.6%	1.4%	Maintenance Services
Quality of City's social media	40.6%	40.0%	0.6%	City Communication
As a place to work	58.5%	58.2%	0.3%	Overall Ratings of the City
Overall maintenance of City streets	50.7%	50.9%	-0.2%	Maintenance Services
Effectiveness of City's efforts to build an anti-racist community	44.9%	47.1%	-2.2%	Major Categories of City Services
Enforcement of local traffic laws	44.9%	50.6%	-5.7%	Public Safety
Adequacy of street lighting in your neighborhood	52.0%	59.5%	-7.5%	Maintenance Services
Effectiveness of the City's code enforcement program	33.8%	41.5%	-7.7%	Major Categories of City Services
City's efforts to prevent crime	41.0%	50.4%	-9.4%	Public Safety
Mowing & trimming along City streets & other public areas	46.1%	56.5%	-10.4%	Maintenance Services
Enforcing clean-up of garbage, junk, or debris on private property	30.4%	42.0%	-11.6%	Enforcement of Codes and Ordinances
Maintenance of sidewalks in the City	31.7%	48.0%	-16.3%	Maintenance Services

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



How the City of Shoreline Compares to Other Communities Regionally

Satisfaction ratings for the City of Shoreline **rated above the average for the Northwest Region in 26 of the 35 areas** that were assessed. The City of Shoreline rated significantly higher than this average (difference of 5% or more) in 20 of these areas. The table below shows how the Shoreline compares to the Northwest Region:

Service	Northwest			Category
	Shoreline	Region	Difference	
Outdoor athletic fields	76.9%	38.3%	38.6%	Parks and Recreation
As a place to live	88.5%	51.8%	36.7%	Overall Ratings of the City
Fees charged for recreation programs	59.6%	25.9%	33.7%	Parks and Recreation
As a place to raise children	85.7%	54.0%	31.7%	Overall Ratings of the City
City's efforts to provide opportunities for public involvement	52.6%	28.1%	24.5%	City Communication
City's efforts to provide information on major City issues	60.8%	37.6%	23.2%	City Communication
Maintenance of City playgrounds	78.1%	56.6%	21.5%	Parks and Recreation
Quality of City parks & recreation programs & facilities	70.8%	49.8%	21.0%	Major Categories of City Services
Overall effectiveness of City Manager & City staff	54.0%	33.1%	20.9%	Leadership and Quality of Life
Overall image of City	72.6%	52.7%	19.9%	Leadership and Quality of Life
Availability of information about City services, meetings, & events	60.7%	40.9%	19.8%	City Communication
Quality of service provided by the City	61.6%	45.2%	16.4%	Major Categories of City Services
Effectiveness of City communication with the public	57.5%	41.9%	15.6%	Major Categories of City Services
Overall quality of leadership provided by City's elected officials	52.3%	36.8%	15.5%	Leadership and Quality of Life
Adequacy of wastewater (sewer) system	76.2%	61.1%	15.1%	Maintenance Services
Garbage/recycling provider services	84.3%	69.8%	14.5%	Maintenance Services
Quality of City's stormwater runoff/management system	64.6%	51.4%	13.2%	Major Categories of City Services
Quality of content on City's website	49.1%	39.3%	9.8%	City Communication
Availability of public transportation options	57.2%	49.1%	8.1%	Transportation and Land Use
Overall cleanliness of City streets & other public areas	57.3%	51.6%	5.7%	Maintenance Services
Availability of bicycle lanes	46.6%	41.7%	4.9%	Transportation and Land Use
Walking & biking trails in City	69.2%	65.6%	3.6%	Parks and Recreation
Overall maintenance of City streets	50.7%	48.5%	2.2%	Maintenance Services
Quality of City's social media	40.6%	39.8%	0.8%	City Communication
Maintenance of streets in your neighborhood	52.0%	51.4%	0.6%	Maintenance Services
As a place to work	58.5%	58.2%	0.3%	Overall Ratings of the City
Overall quality of local police protection	58.7%	59.5%	-0.8%	Public Safety
Effectiveness of the City's code enforcement program	33.8%	36.2%	-2.4%	Major Categories of City Services
Enforcement of local traffic laws	44.9%	48.9%	-4.0%	Public Safety
Enforcing clean-up of garbage, junk, or debris on private property	30.4%	36.0%	-5.6%	Enforcement of Codes and Ordinances
Effectiveness of City's efforts to build an anti-racist community	44.9%	51.4%	-6.5%	Major Categories of City Services
Adequacy of street lighting in your neighborhood	52.0%	59.5%	-7.5%	Maintenance Services
City's efforts to prevent crime	41.0%	49.8%	-8.8%	Public Safety
Mowing & trimming along City streets & other public areas	46.1%	56.3%	-10.2%	Maintenance Services
Maintenance of sidewalks in the City	31.7%	52.0%	-20.3%	Maintenance Services

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



Investment Priorities

Recommended Priorities for the Next Two Years. In order to help the City identify investment priorities for the next two years, ETC Institute conducted an Importance-Satisfaction (I-S) analysis. This analysis examined the importance residents placed on each City service and the level of satisfaction with each service. By identifying services of high importance and low satisfaction, the analysis identified which services will have the most impact on overall satisfaction with City services over the next two years. If the City wants to improve its overall satisfaction rating, the City should prioritize investments in services with the highest Importance Satisfaction (I-S) ratings. Details regarding the methodology for the analysis are provided in Section 4 of this report.

Overall Priorities for the City by Major Category. This analysis reviewed the importance of and satisfaction with major categories of City services. This analysis was conducted to help set the overall priorities for the City. Based on the results of this analysis, the major services that are recommended as the top priorities for investment over the next two years to raise the City's overall satisfaction rating are listed below:

- Overall response to homelessness (IS Rating = 0.4066)
- Overall quality of human services (IS Rating = 0.1900)

The table on the following page shows the Importance-Satisfaction rating for all 11 major categories of City services that were rated.

2022 City of Shoreline Resident Satisfaction Survey Executive Summary



2022 Importance-Satisfaction Rating Shoreline, Washington Quality of Services and Facilities

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Overall response to homelessness	55%	1	27%	11	0.4066	1
High Priority (IS .10-.20)						
Overall quality of human services (e.g. support for people in times of need) offered by City	30%	3	38%	9	0.1900	2
Overall quality of police services	36%	2	59%	5	0.1507	3
Overall effectiveness of City's efforts to build an anti-racist community	23%	6	45%	8	0.1278	4
Overall effectiveness of City's efforts to sustain environmental quality	29%	4	57%	7	0.1241	5
Medium Priority (IS <.10)						
Overall effectiveness of City's code enforcement program	14%	9	34%	10	0.0953	6
Overall quality of City parks & recreation programs & facilities	28%	5	71%	1	0.0815	7
Overall quality of service provided by City of Shoreline	16%	8	62%	4	0.0595	8
Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	16%	7	64%	3	0.0584	9
Overall effectiveness of City communication with the public	11%	10	58%	6	0.0463	10
Overall quality of City's stormwater runoff/stormwater management system	8%	11	65%	2	0.0290	11



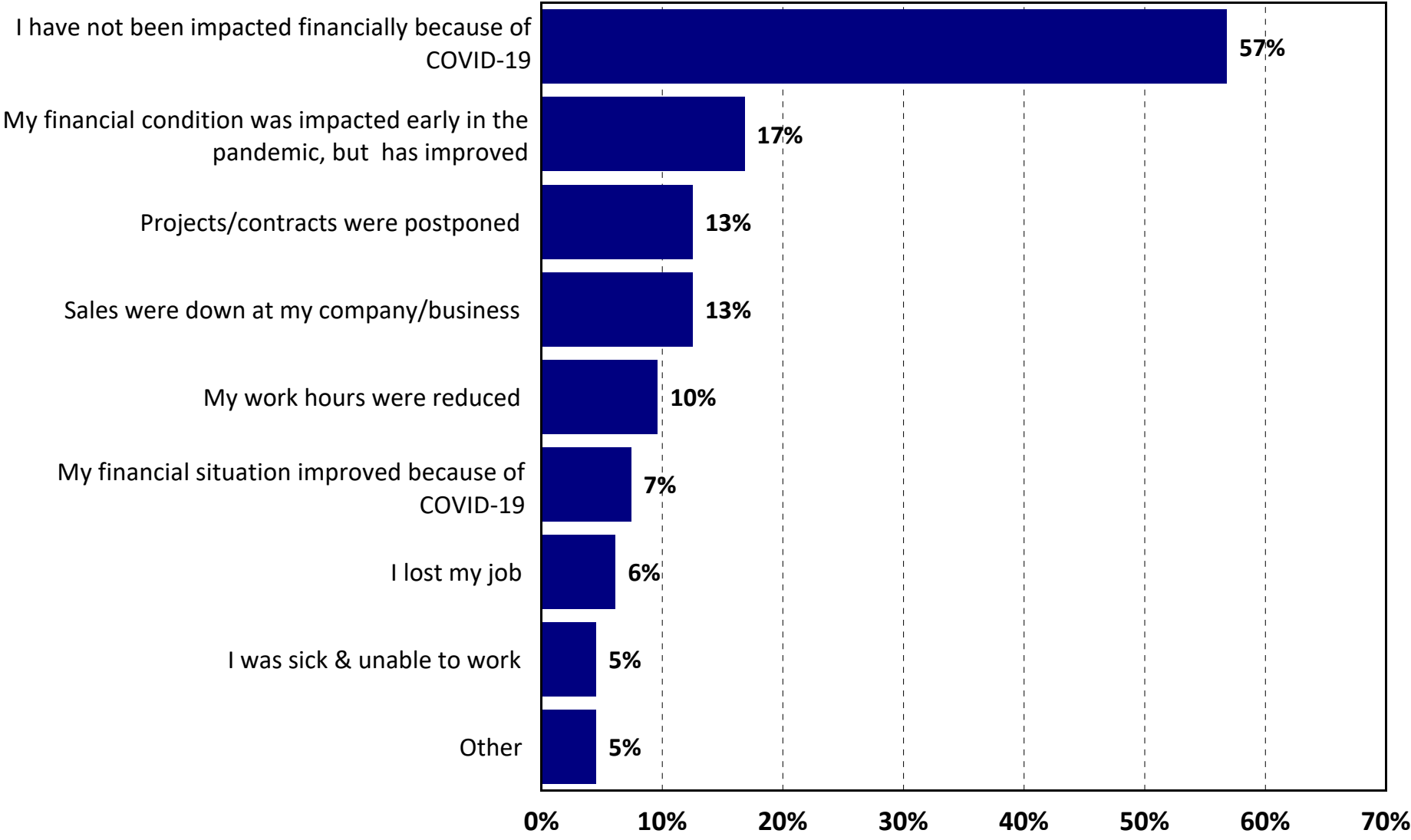
Charts and Graphs

City of Shoreline
**2022 DirectionFinder
Survey Results**

Effects of COVID-19 Pandemic

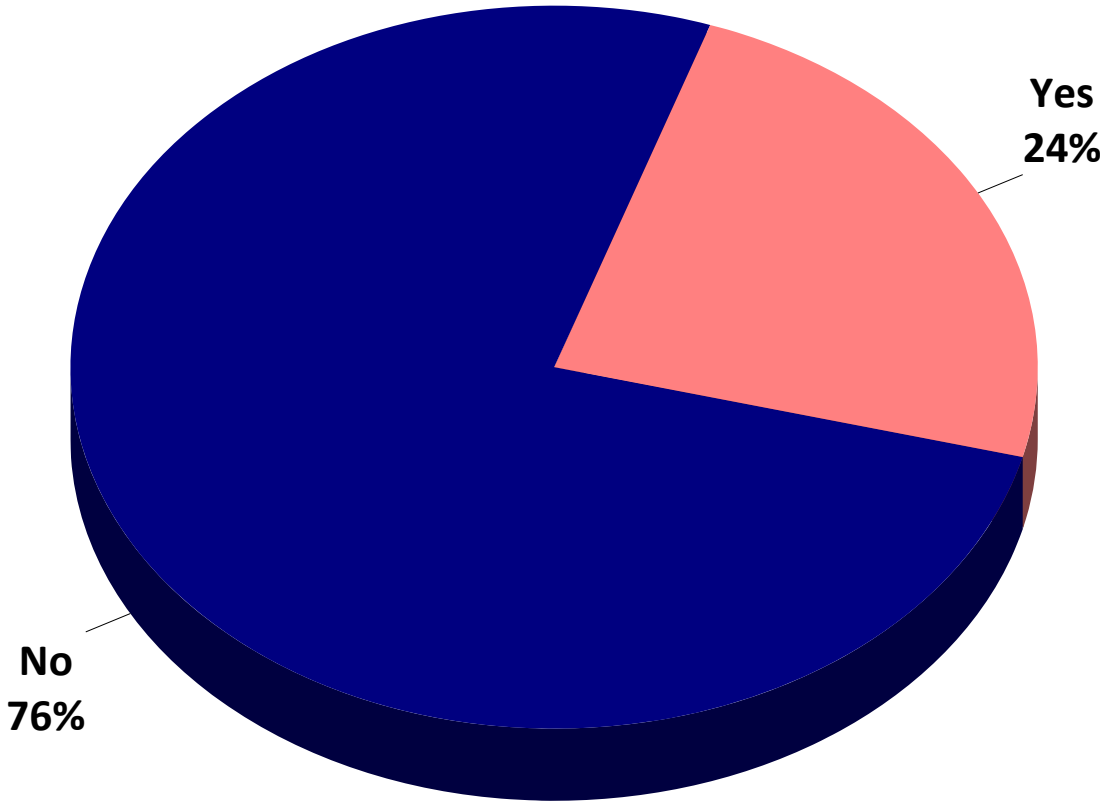
Q1. How Residents' Financial Situation Has Been Impacted As a Result of the COVID-19 Outbreak

by percentage of respondents (multiple choices could be made)



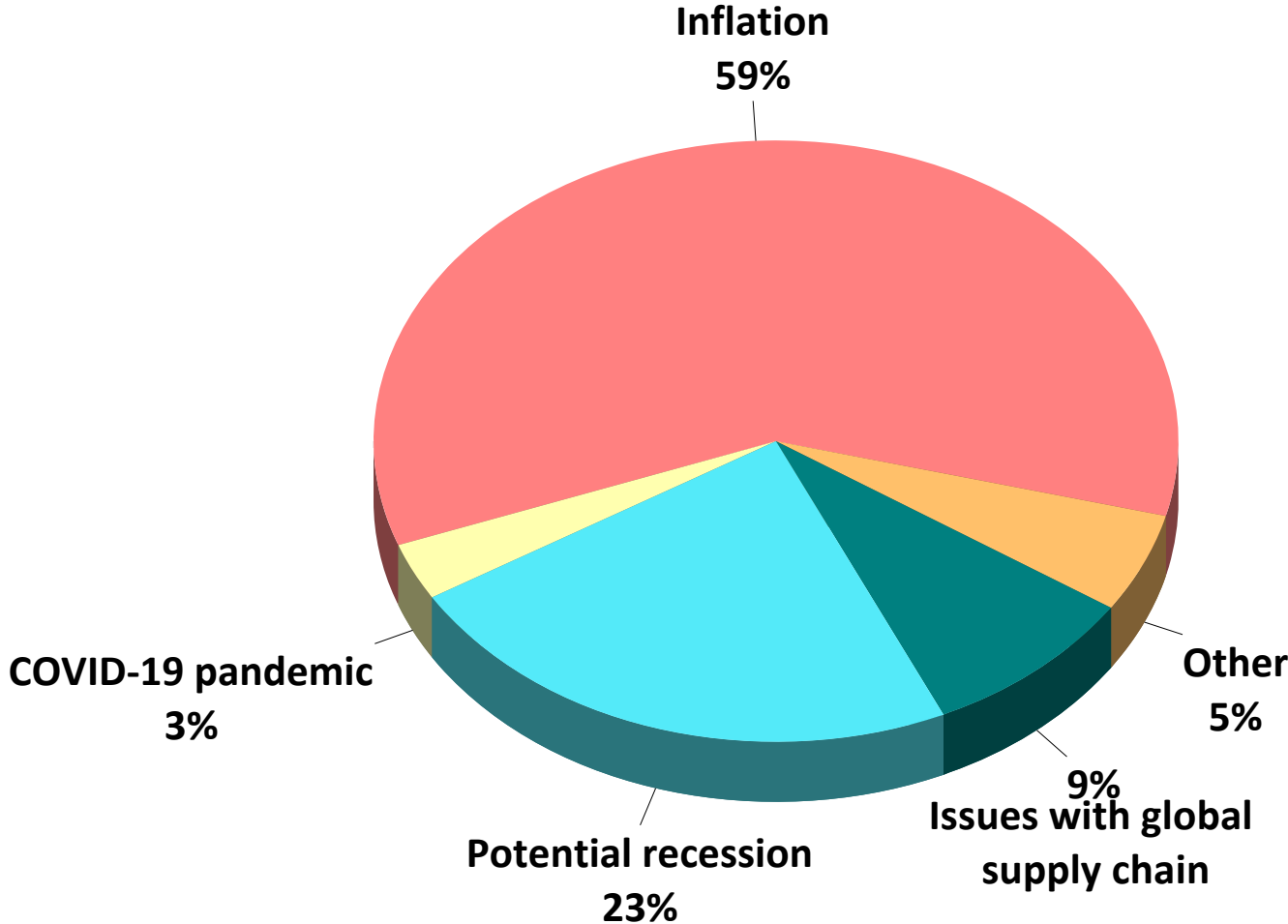
Q2. Are you still experiencing any financial impacts as a result of the COVID-19 pandemic?

by percentage of respondents



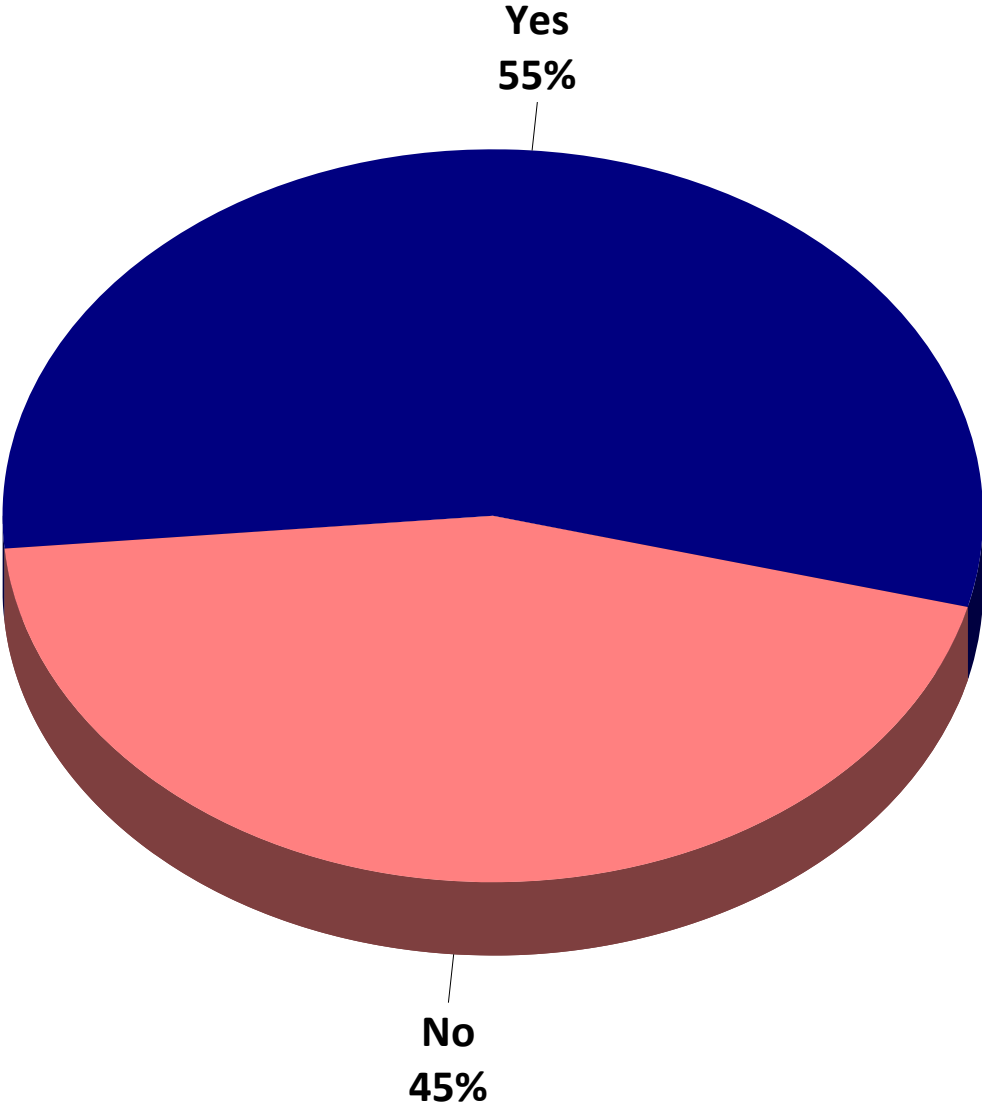
Q3. What do you believe will have the biggest impact on your financial situation in the coming months?

by percentage of respondents (excluding "not provided")



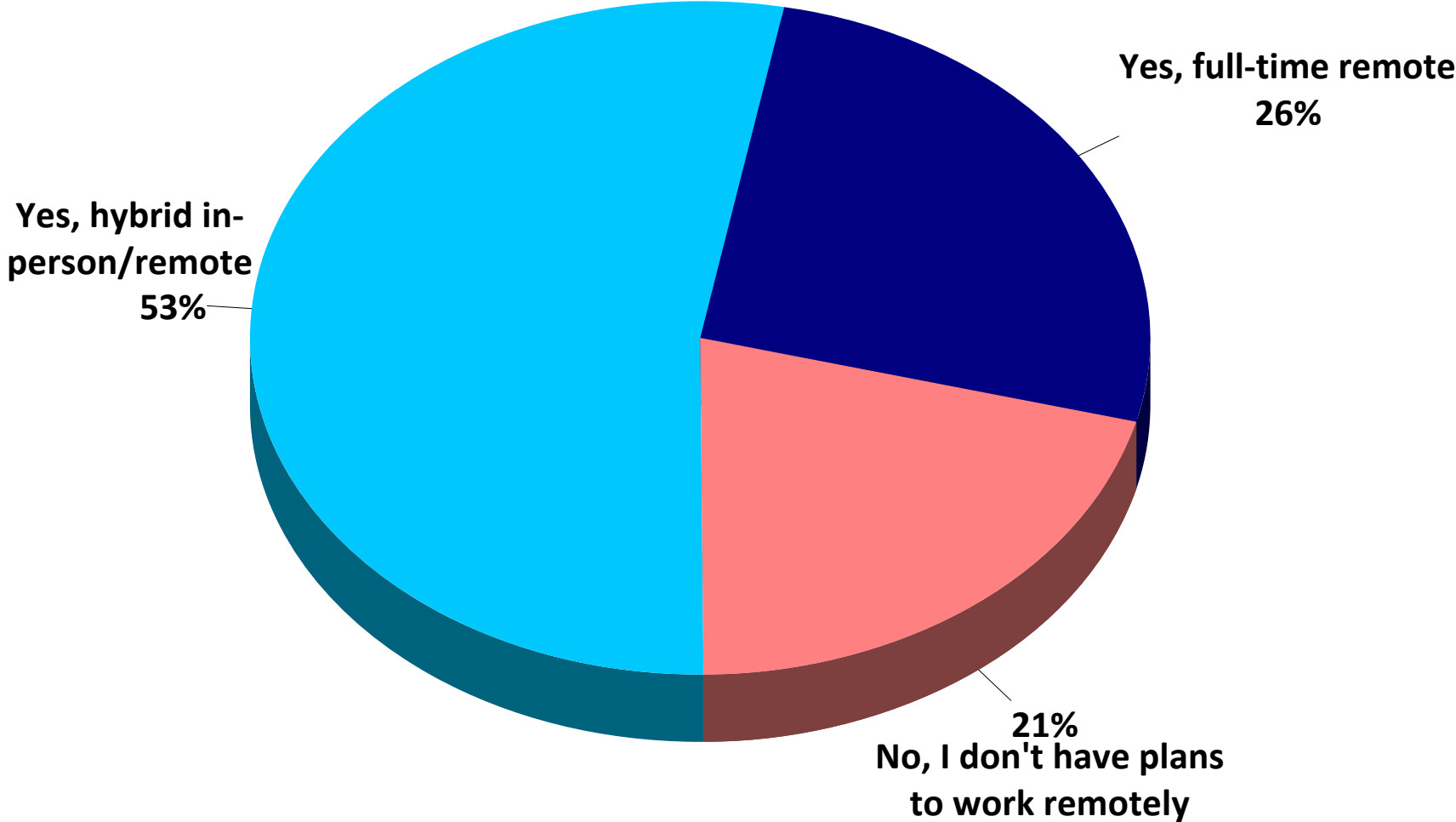
Q4. Have you worked remotely during the COVID-19 pandemic?

by percentage of respondents



Q5. If you have worked remotely, do you have plans to continue to work remotely in the future?

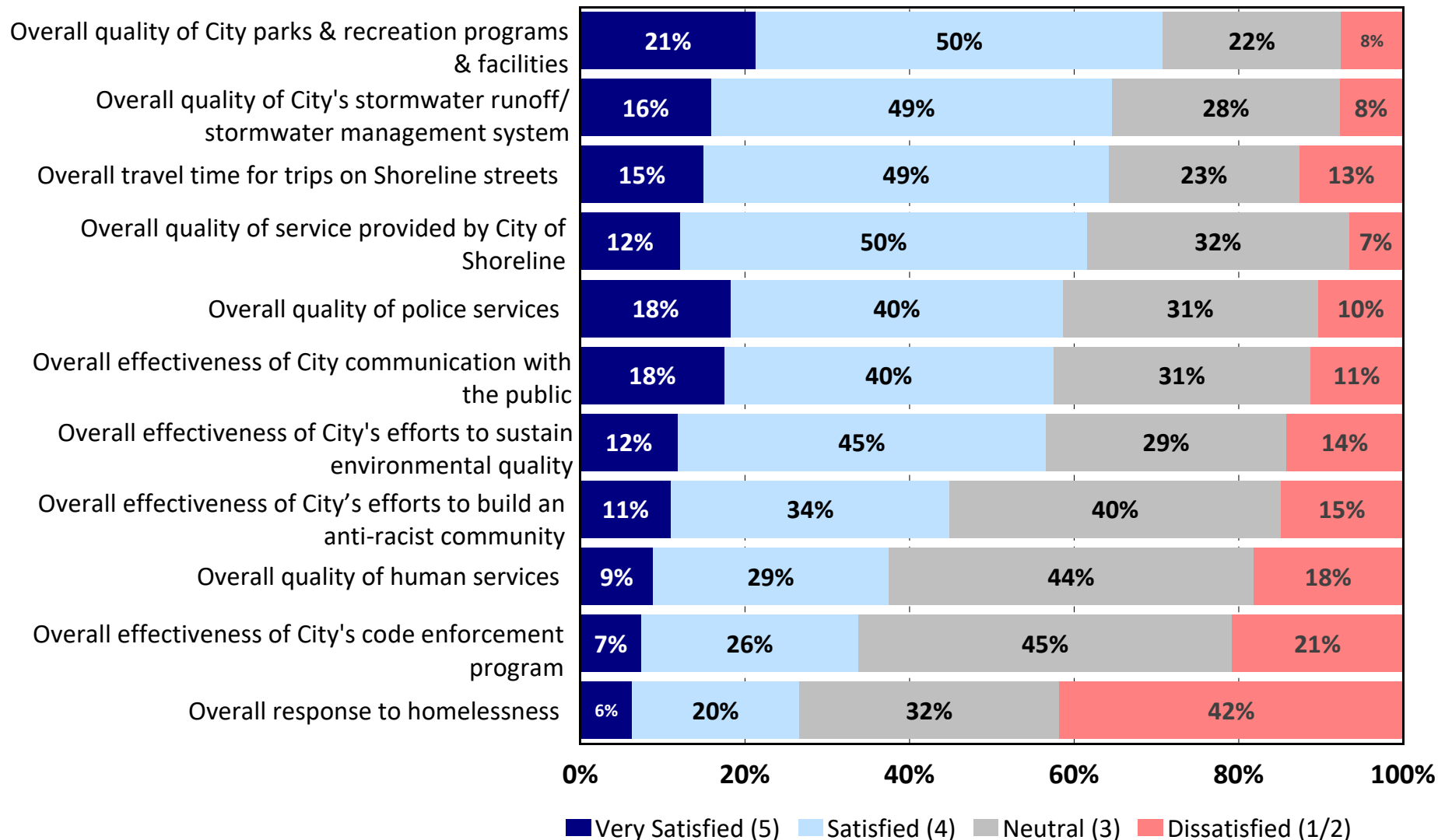
by percentage of respondents who have worked remotely (excluding "not provided")



Quality of Services and Facilities

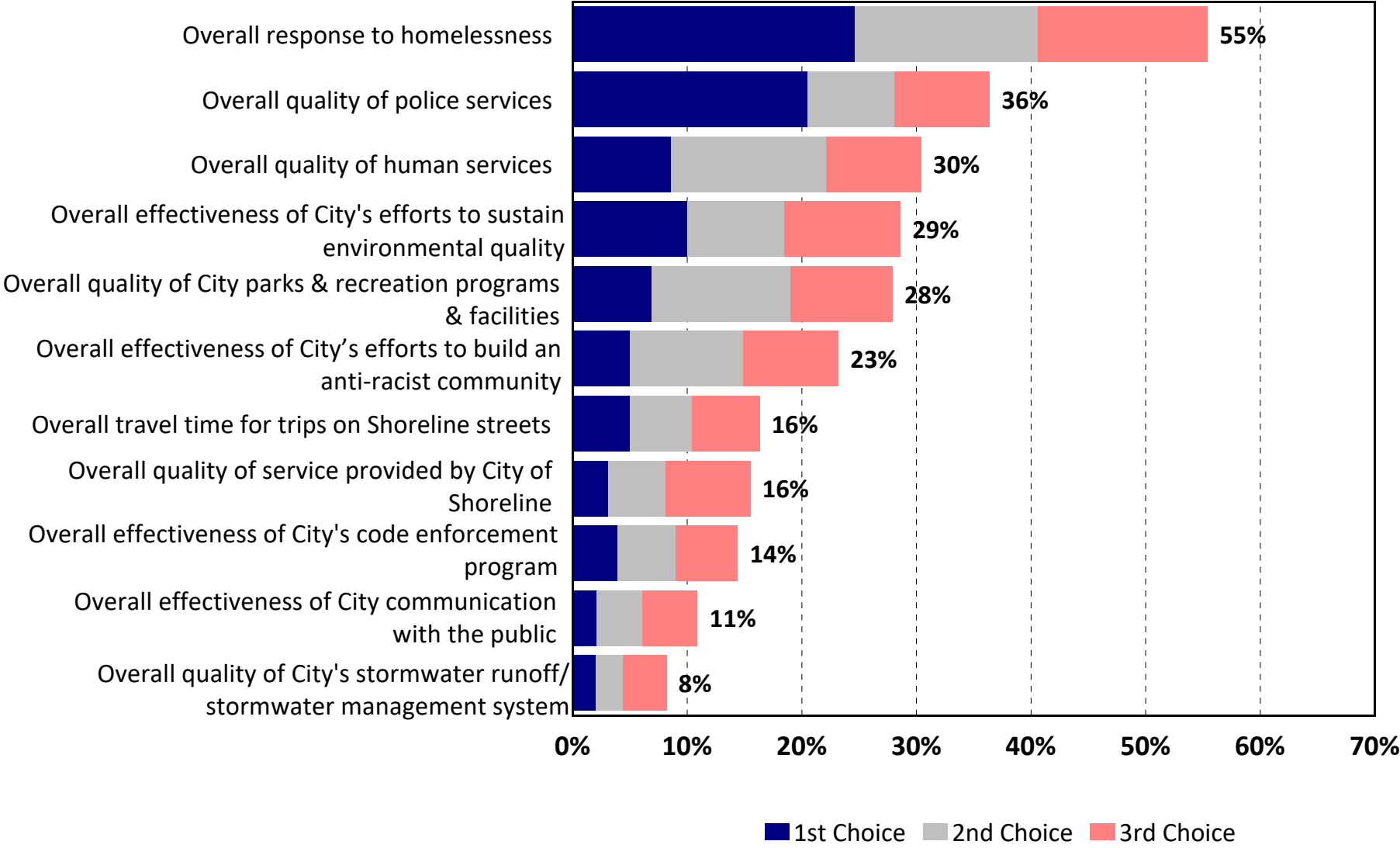
Q6. Overall Satisfaction With City Services by Major Category

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



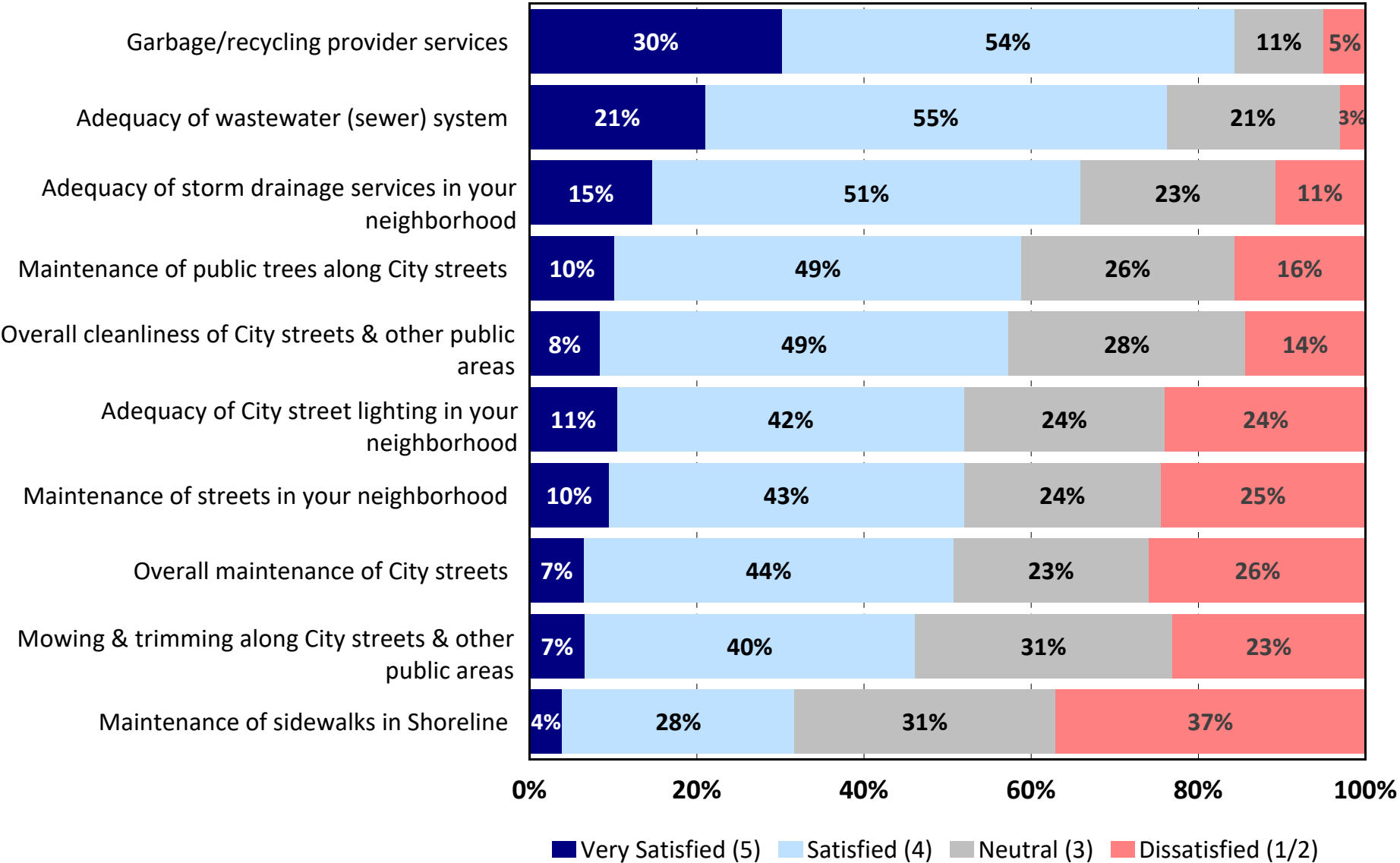
Q7. City Services That Should Receive the Most Emphasis Over the Next Two Years by Major Category

by percentage of respondents who selected the item as one of their top three choices



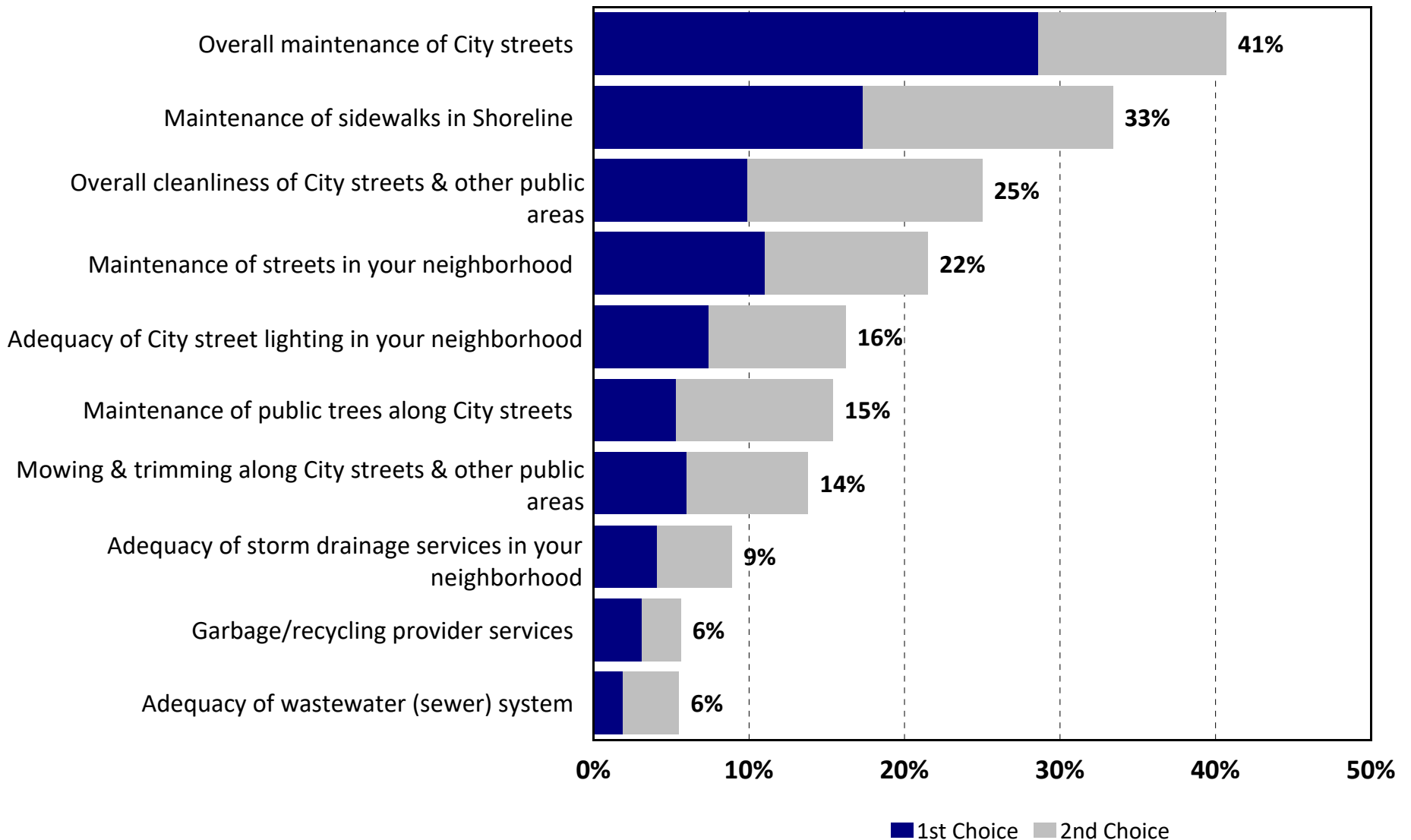
Q8. Satisfaction with City Maintenance

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



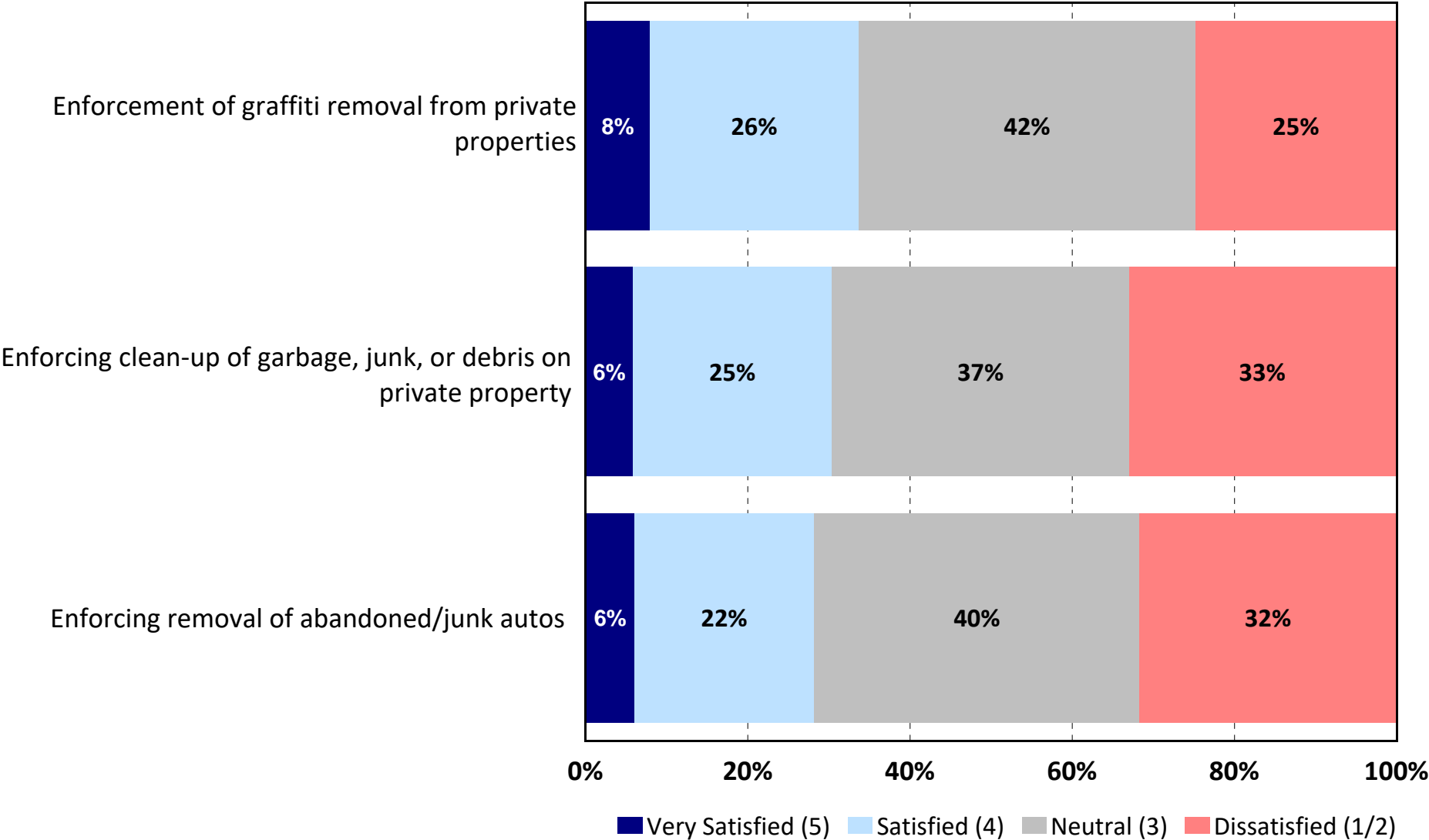
Q9. City Maintenance Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



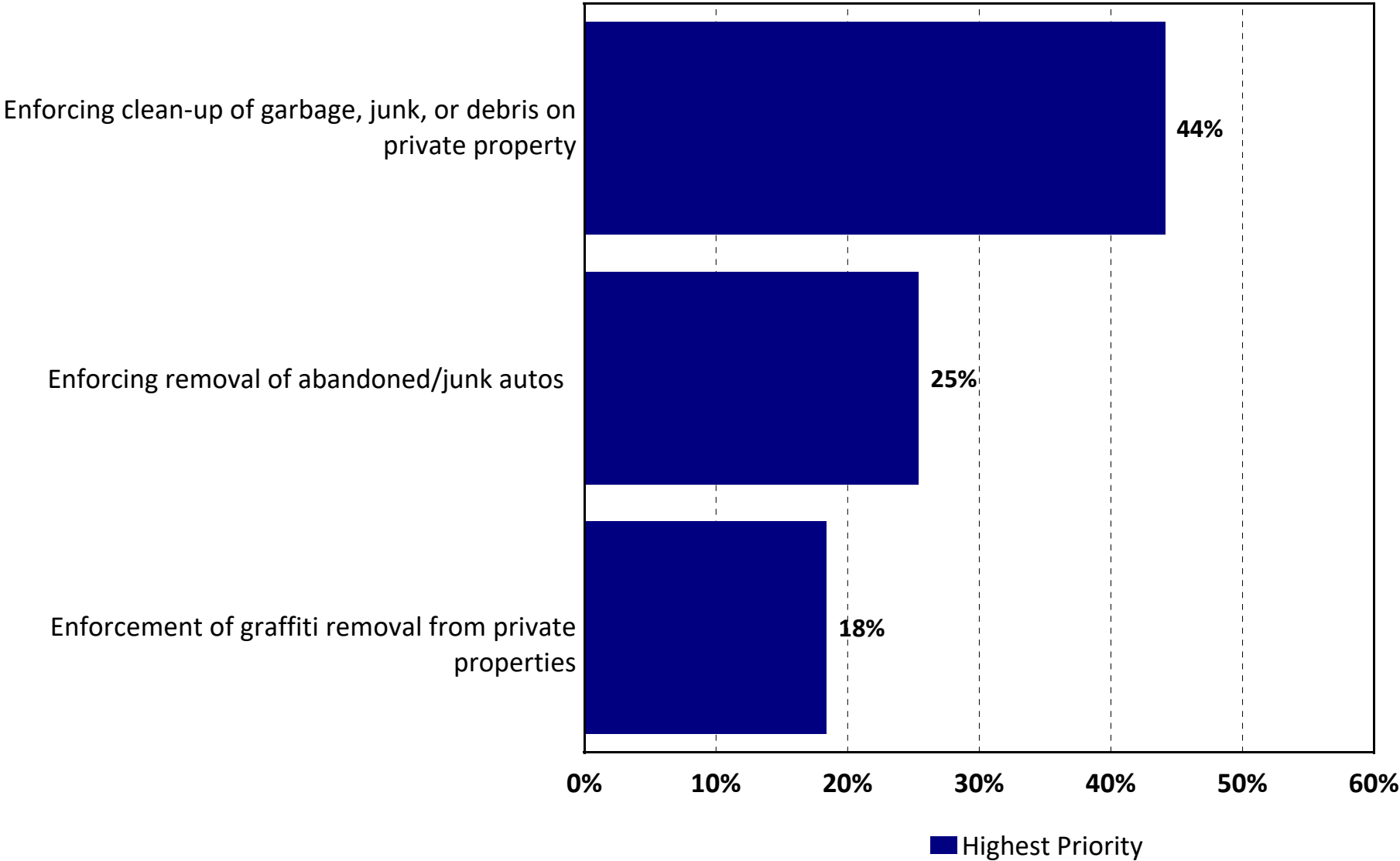
Q10. Satisfaction with the Enforcement of City Codes and Ordinances

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Q11. Aspects of Code Enforcement That Should Receive the Most Emphasis Over the Next Two Years

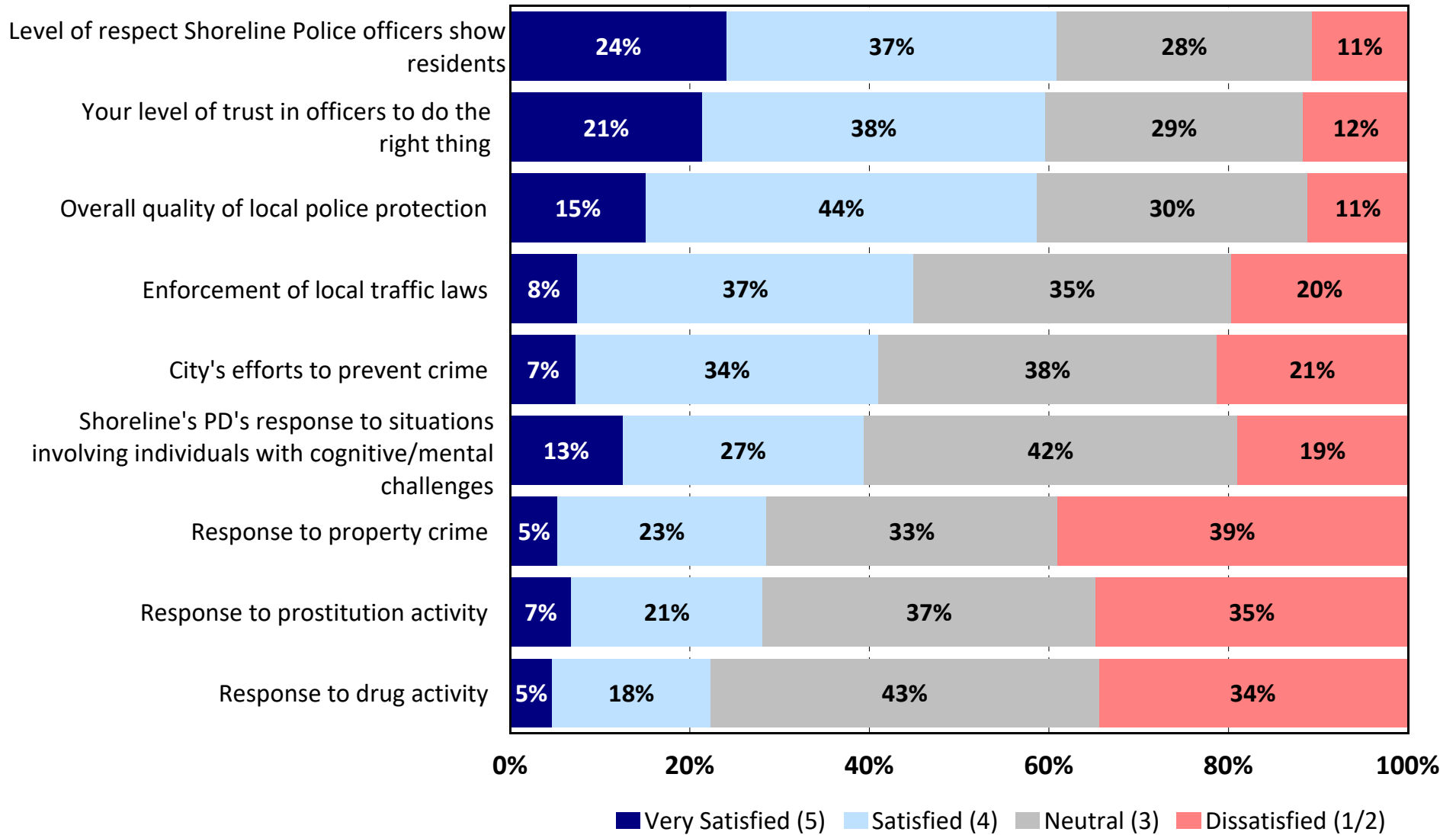
by percentage of respondents who selected the item as the highest priority



Public Safety

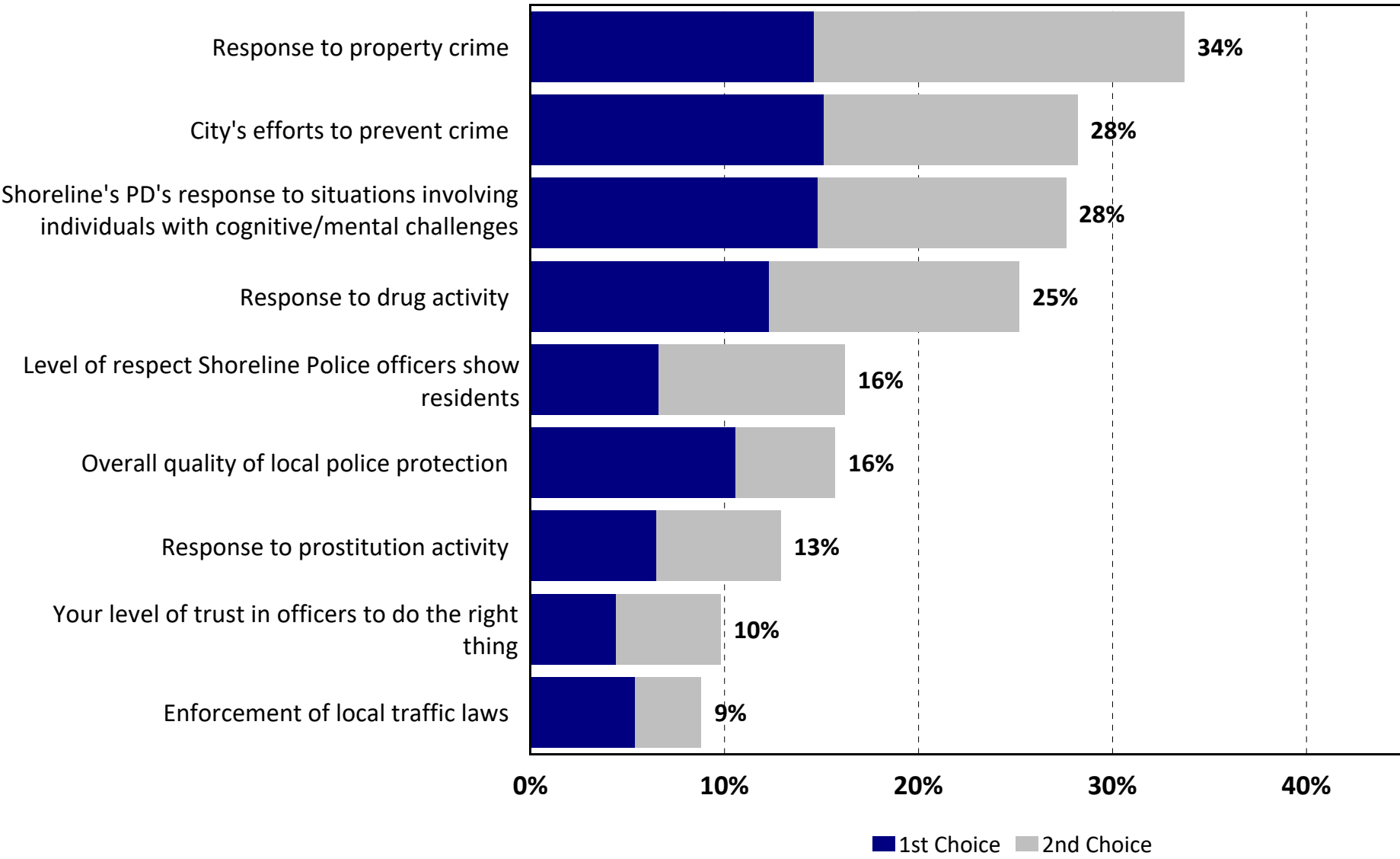
Q12. Satisfaction with Public Safety

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



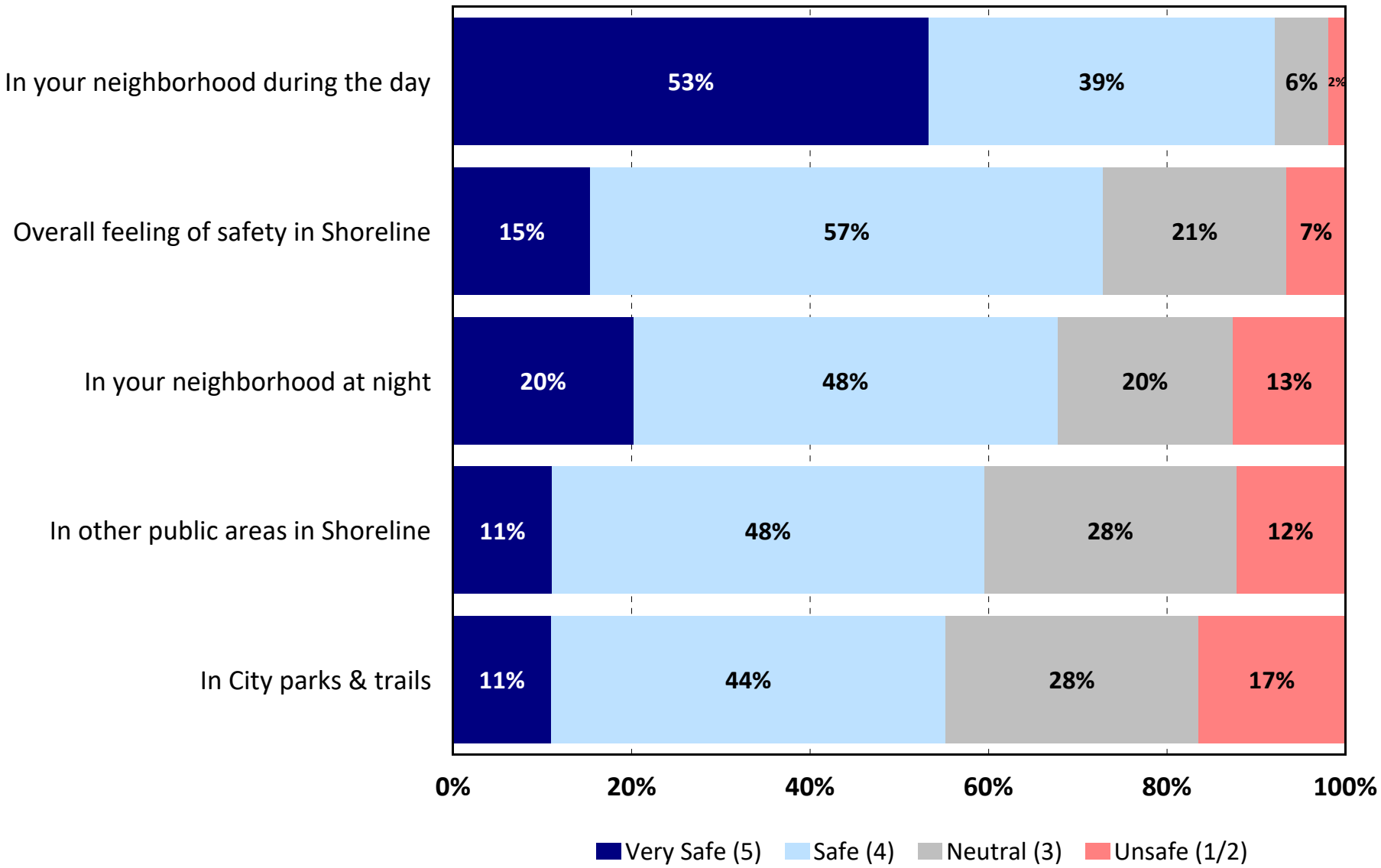
Q13. Public Safety Services That Should Receive the Most Emphasis Over the Next Two Years

by percentage of respondents who selected the item as one of their top two choices



Q14. Level of Safety in Various Situations

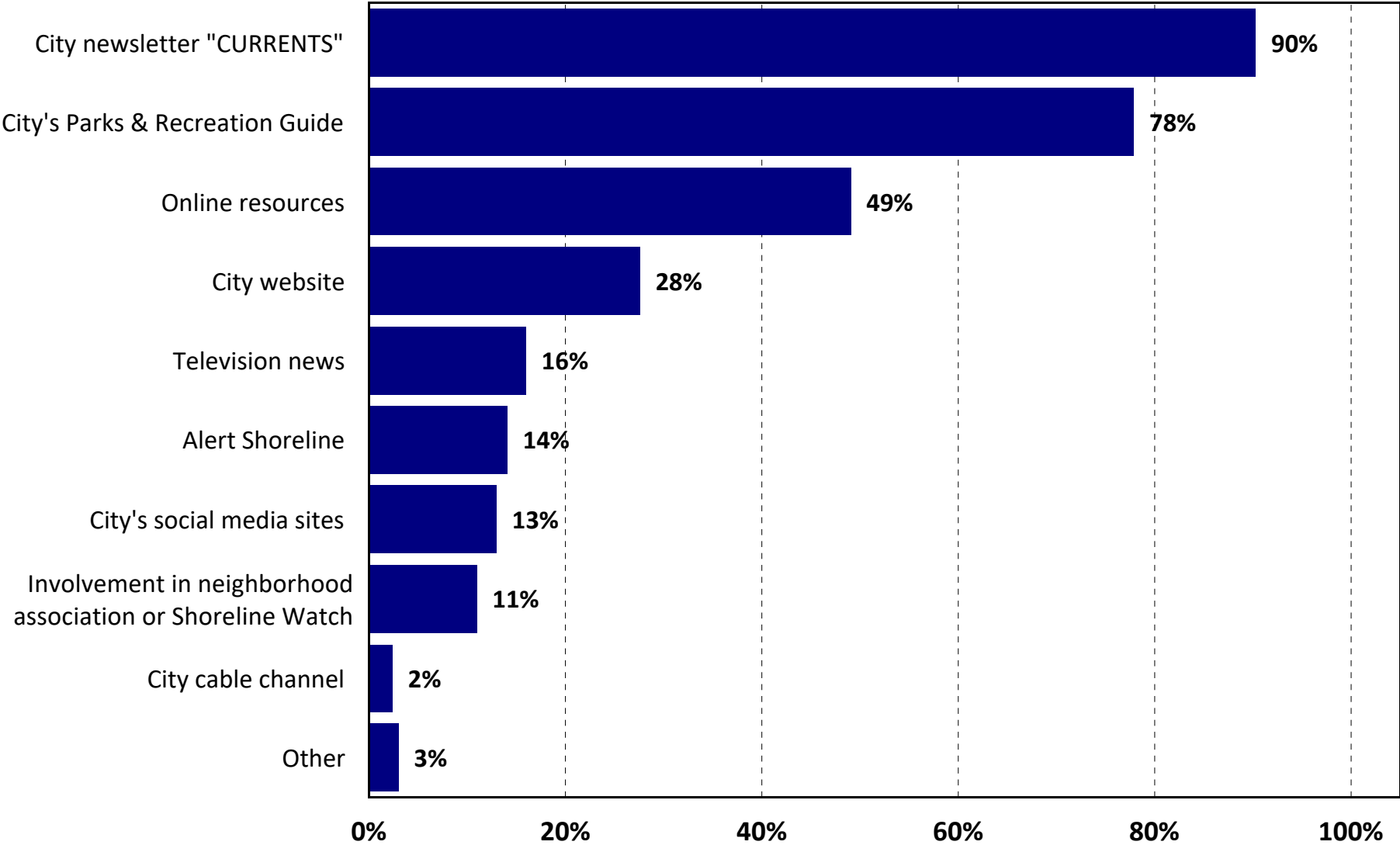
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Communication

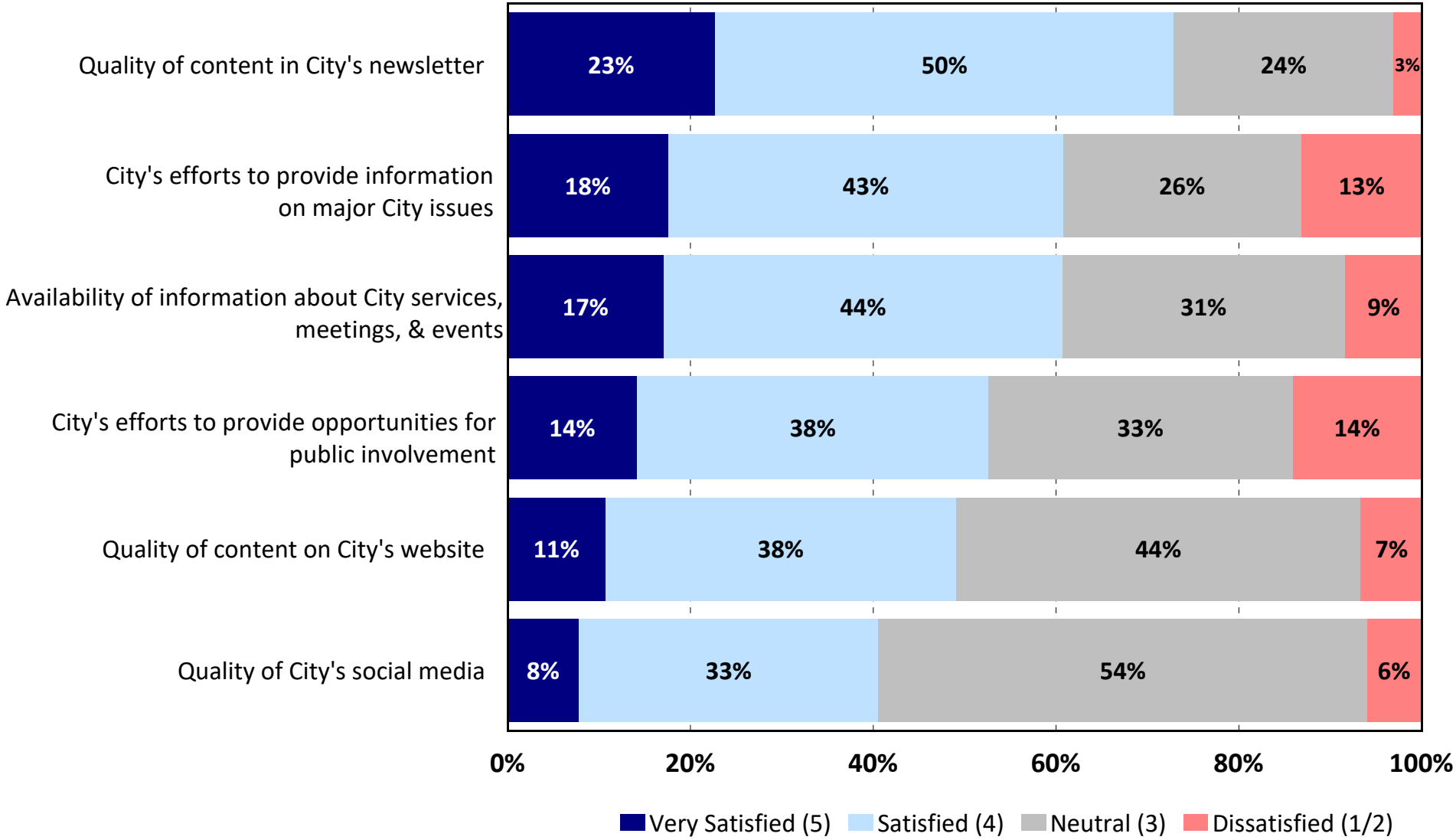
Q15. How Residents Receive Information About City Projects, Issues, Services, and Events

by percentage of respondents (multiple choices could be made)



Q16. Satisfaction with City Communication

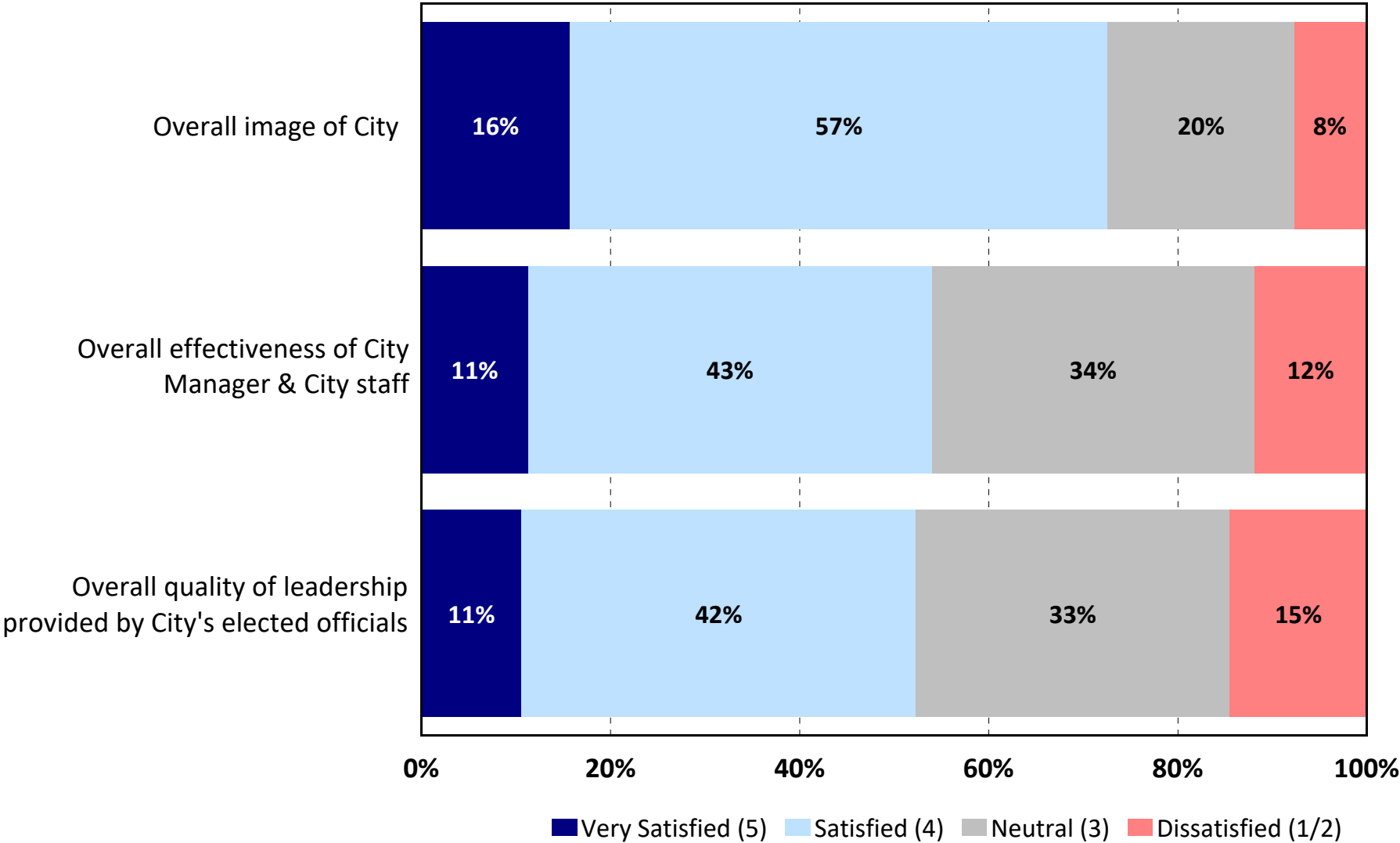
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Leadership and Quality of Life

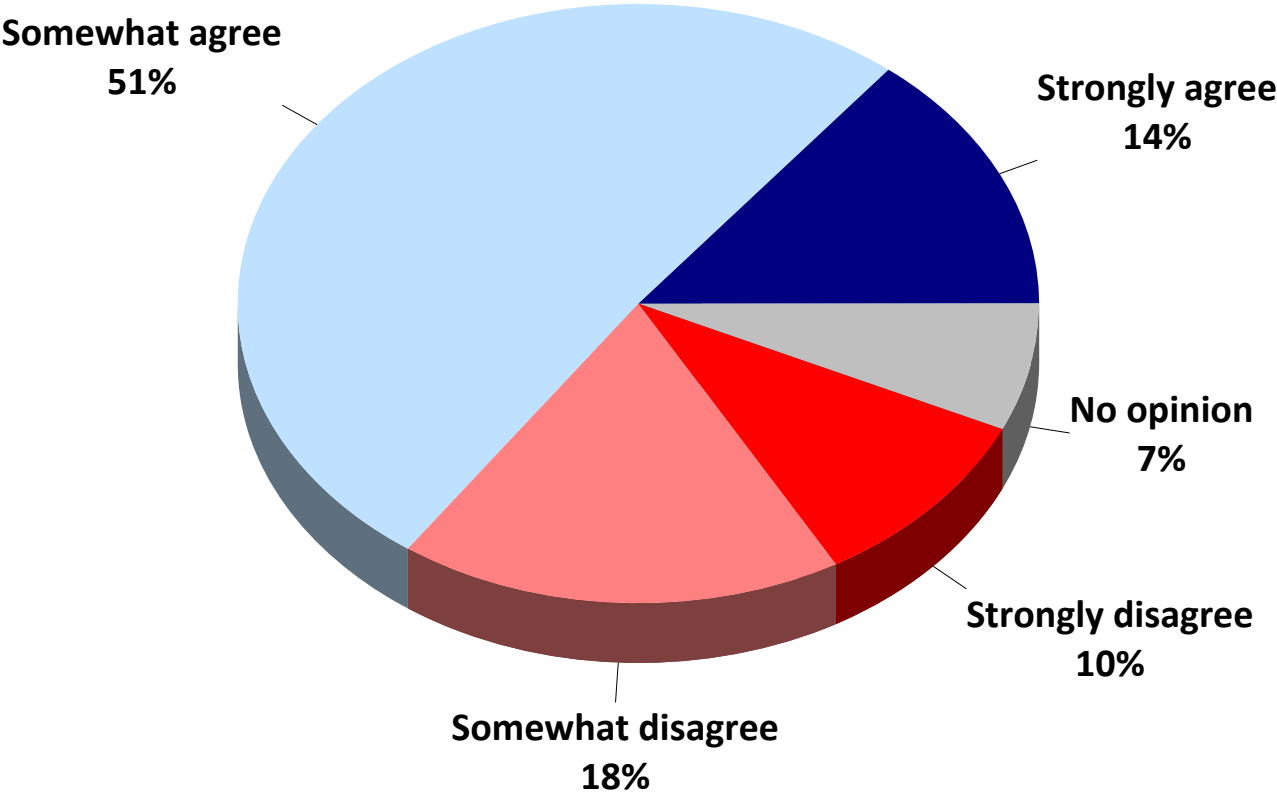
Q17. Satisfaction with Various Items That May Influence Respondents' Perception of the City of Shoreline

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



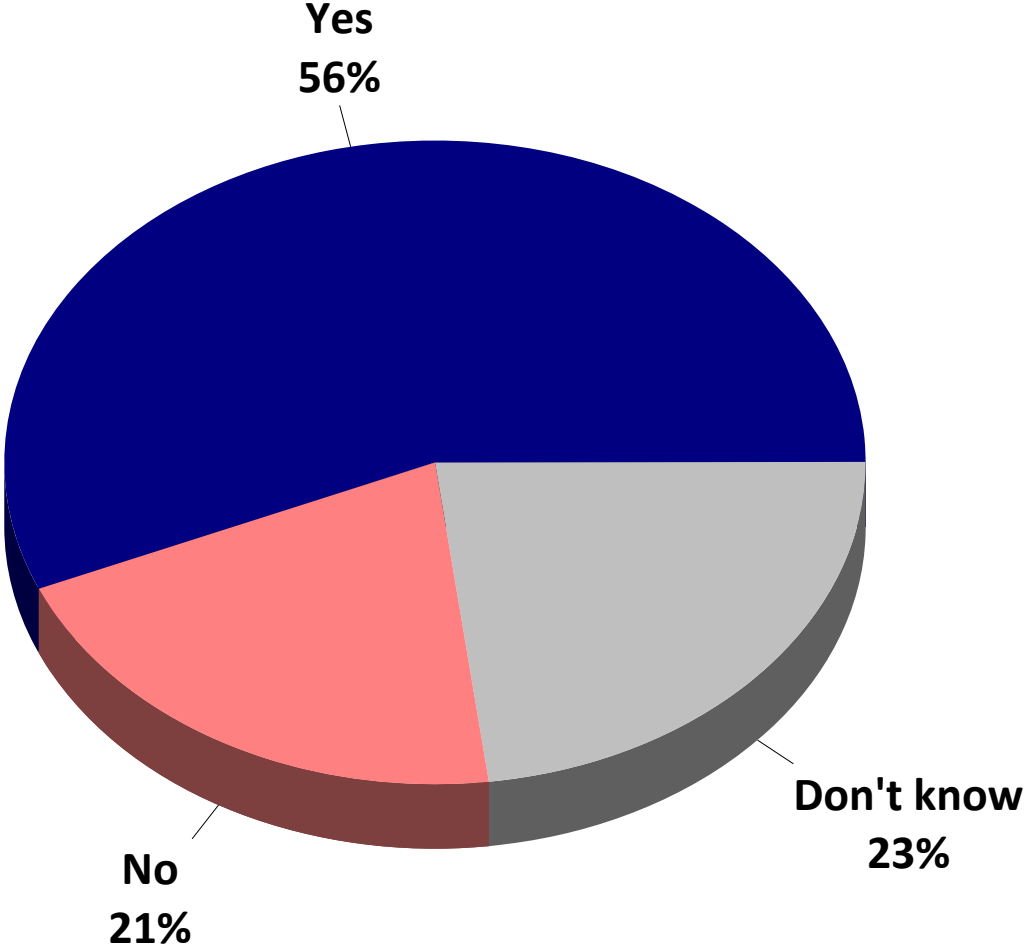
Q18. How much do you agree with the statement “I trust the City of Shoreline to spend my tax dollars responsibly”?

by percentage of respondents (excluding not provided)



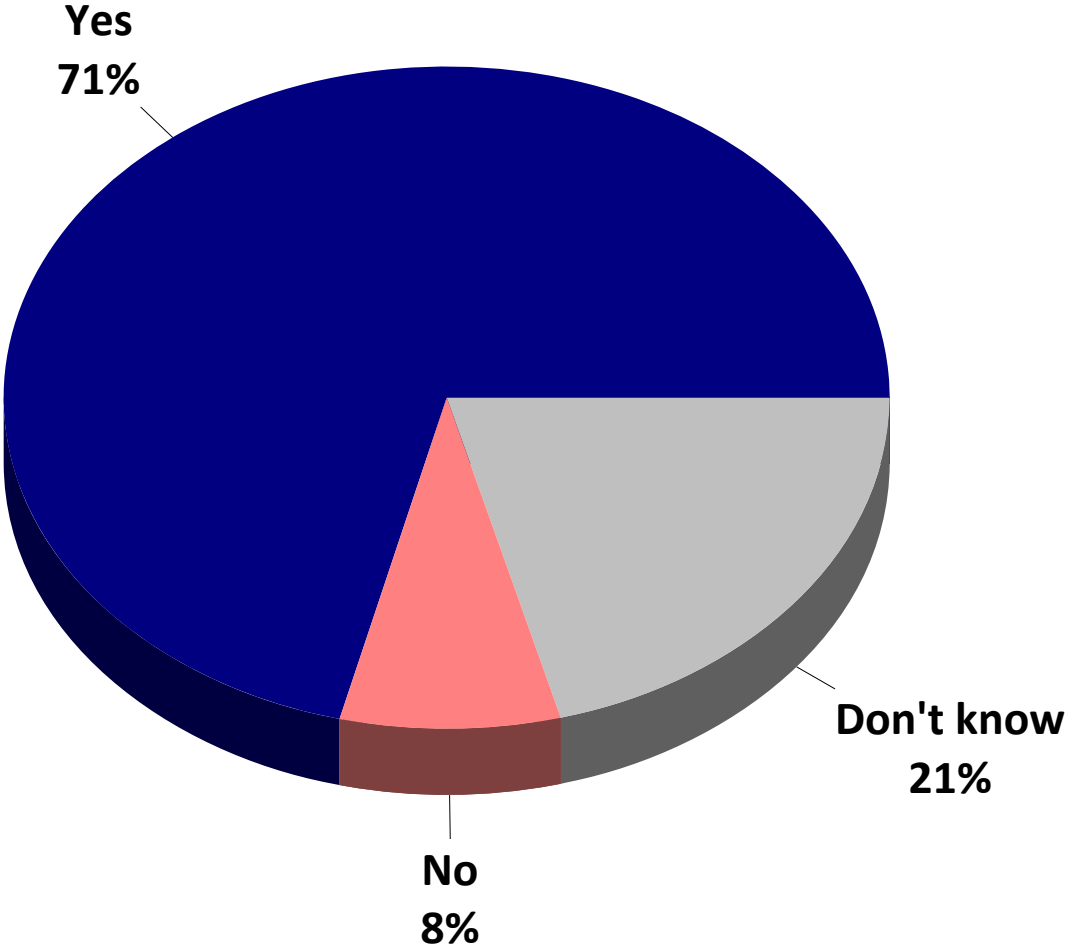
Q19. In general, do you think the City of Shoreline is moving in the right direction?

by percentage of respondents



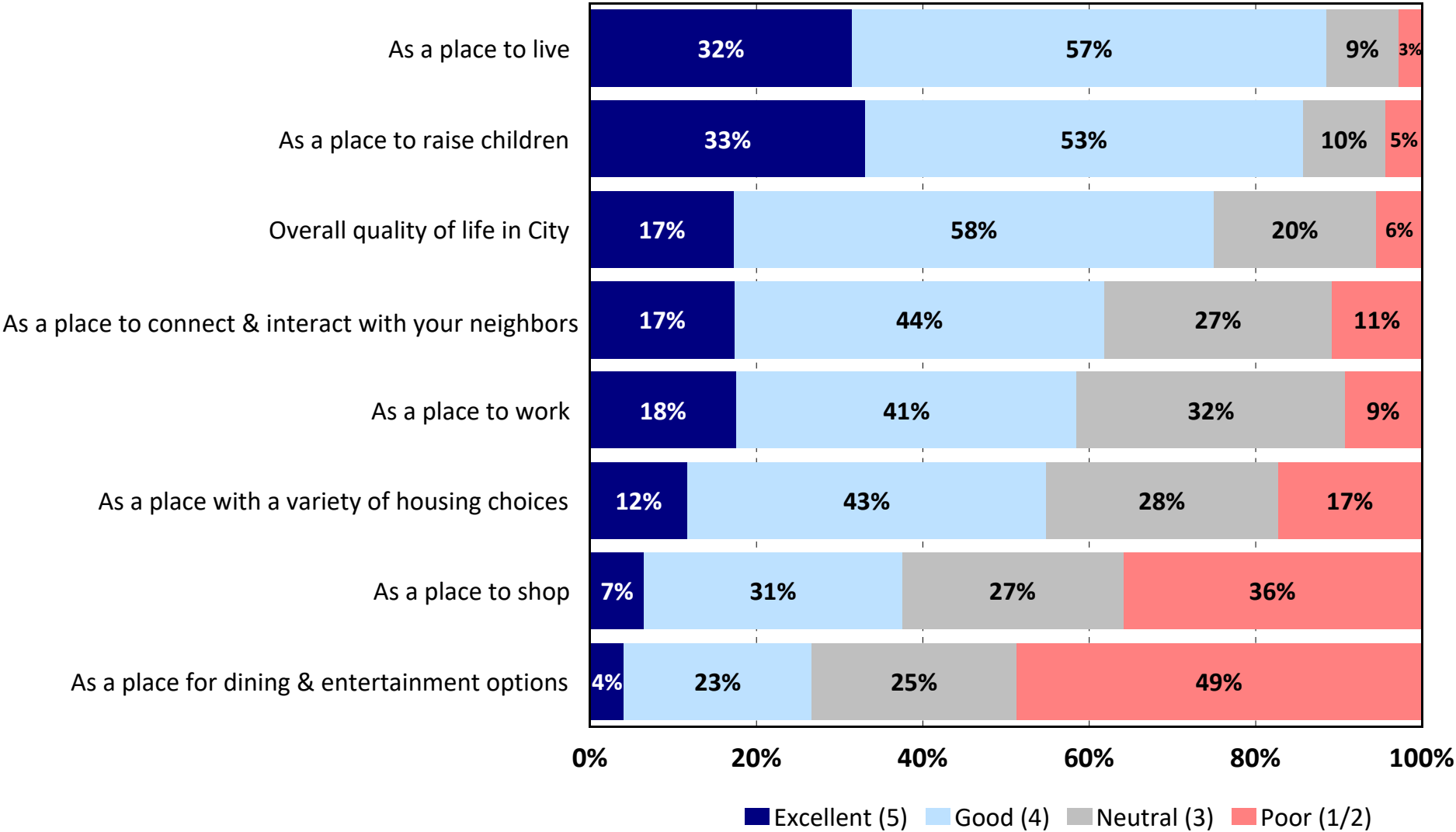
Q20. In general, do you believe Shoreline is a welcoming and inclusive community?

by percentage of respondents



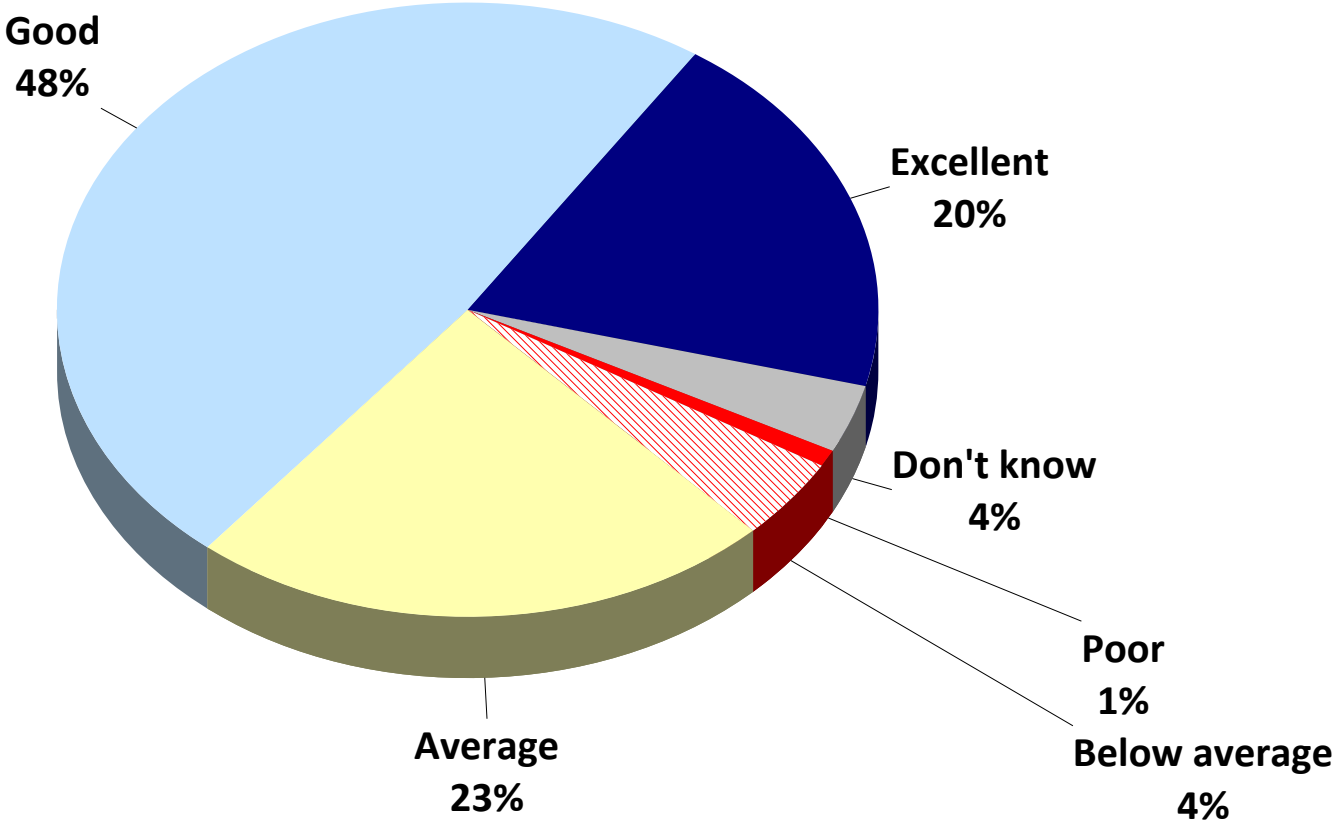
Q21. How Respondents Rate Shoreline as a Place to Live, Work and Raise Children

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Q22. Overall, how would you rate the condition of your neighborhood?

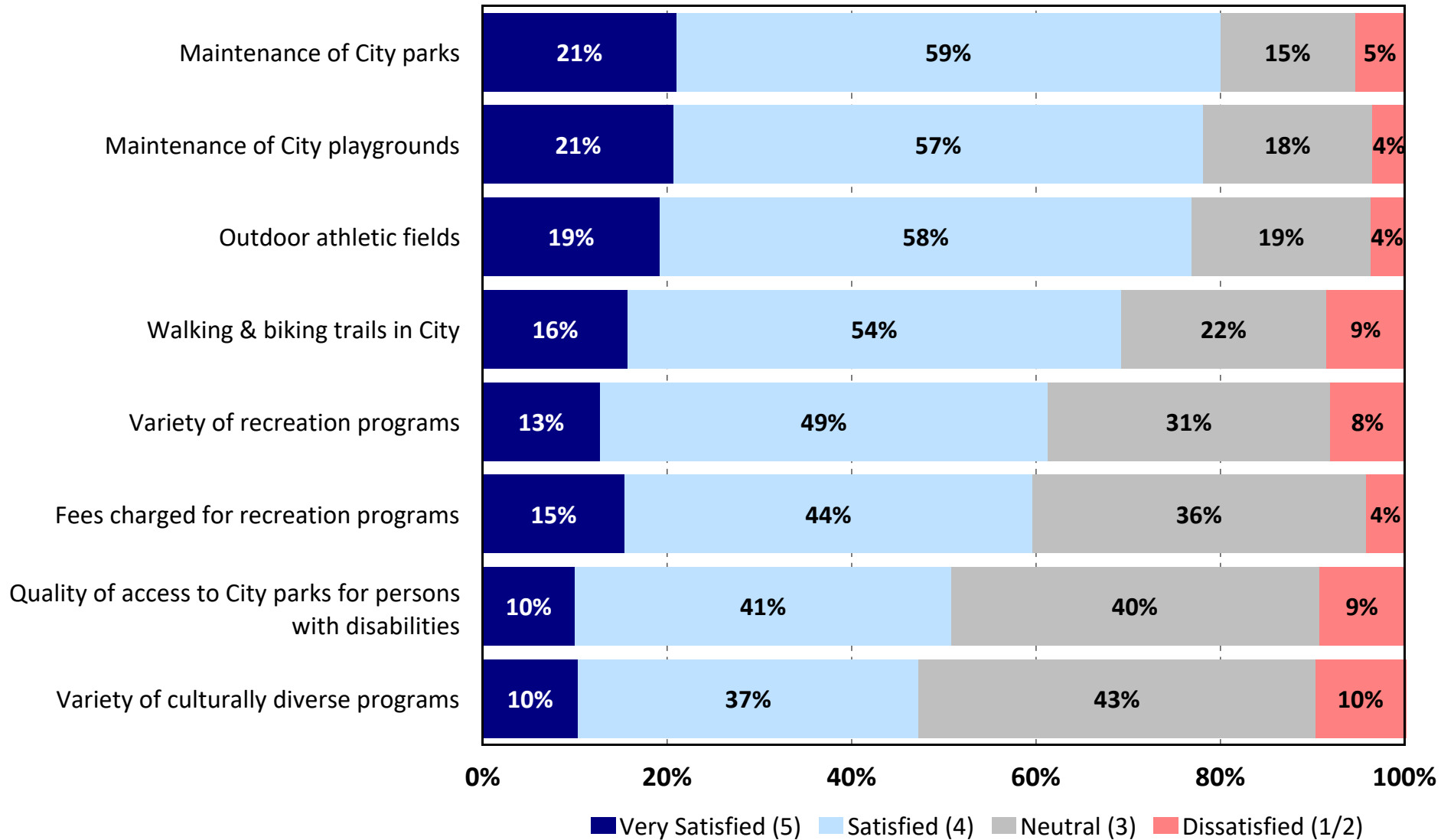
by percentage of respondents



Parks and Recreation

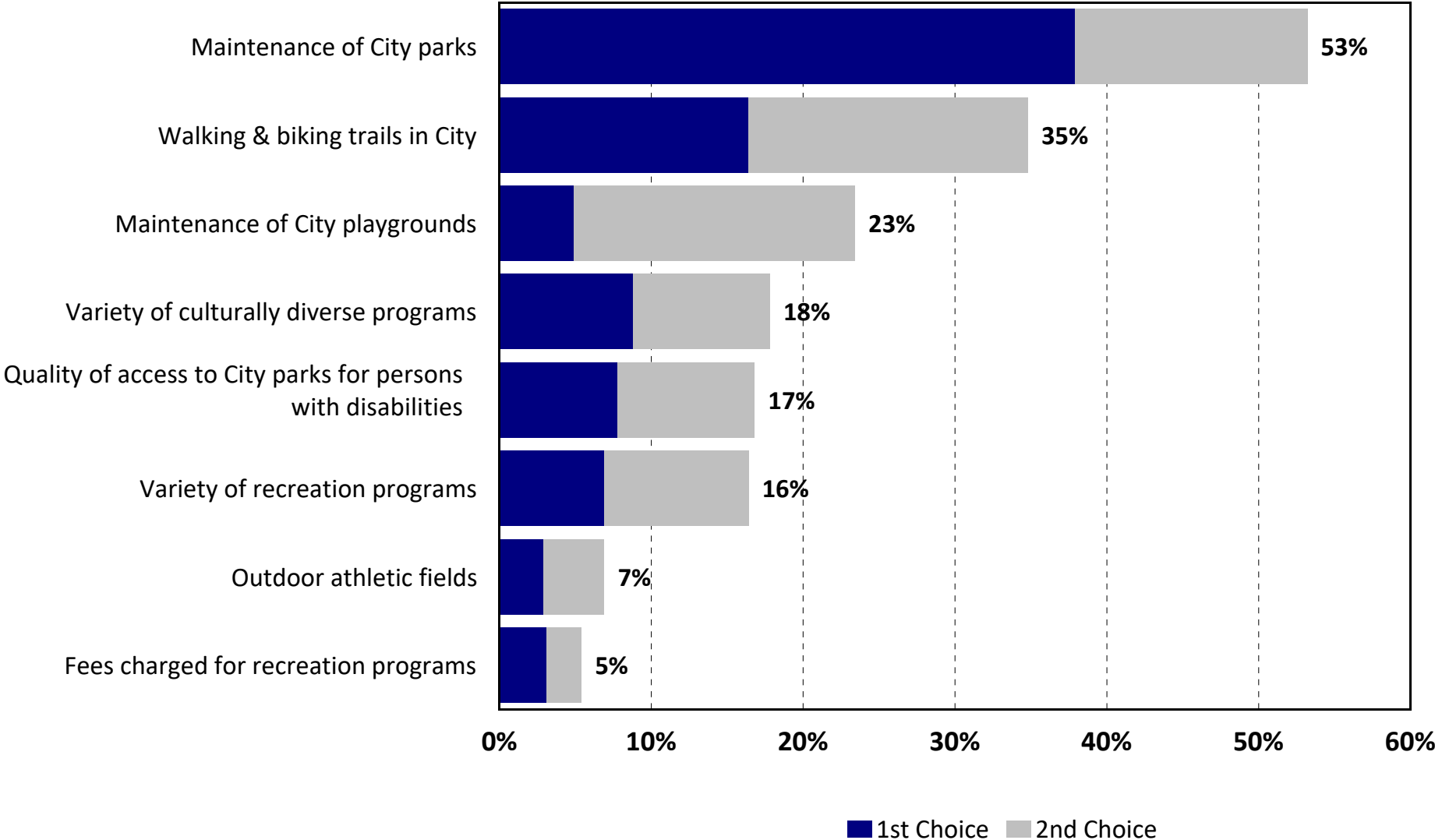
Q23. Satisfaction with Parks and Recreation

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Q24. Parks and Recreation Services That Should Receive the Most Emphasis Over the Next Two Years

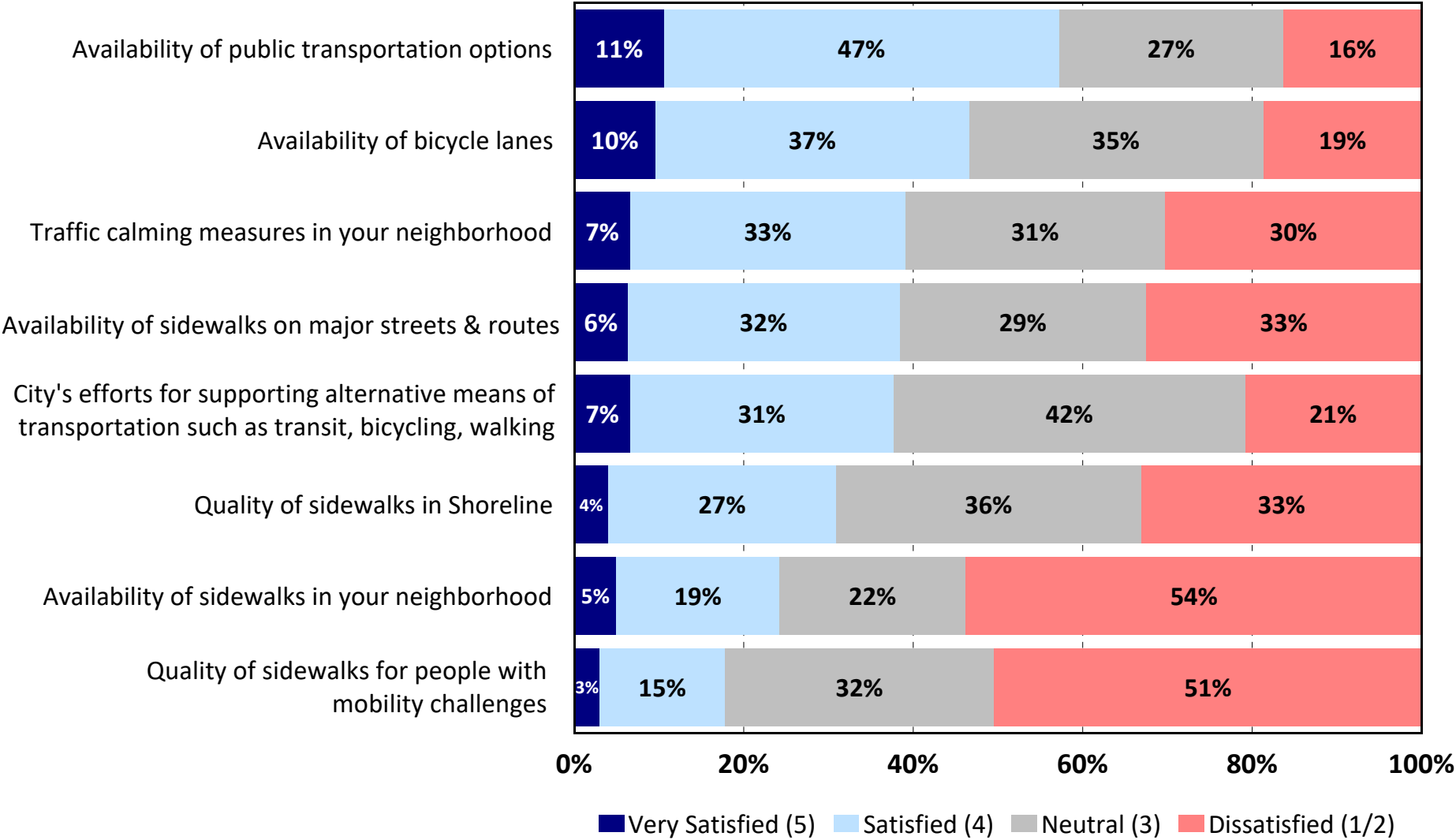
by percentage of respondents who selected the item as one of their top two choices



Transportation and Land Use

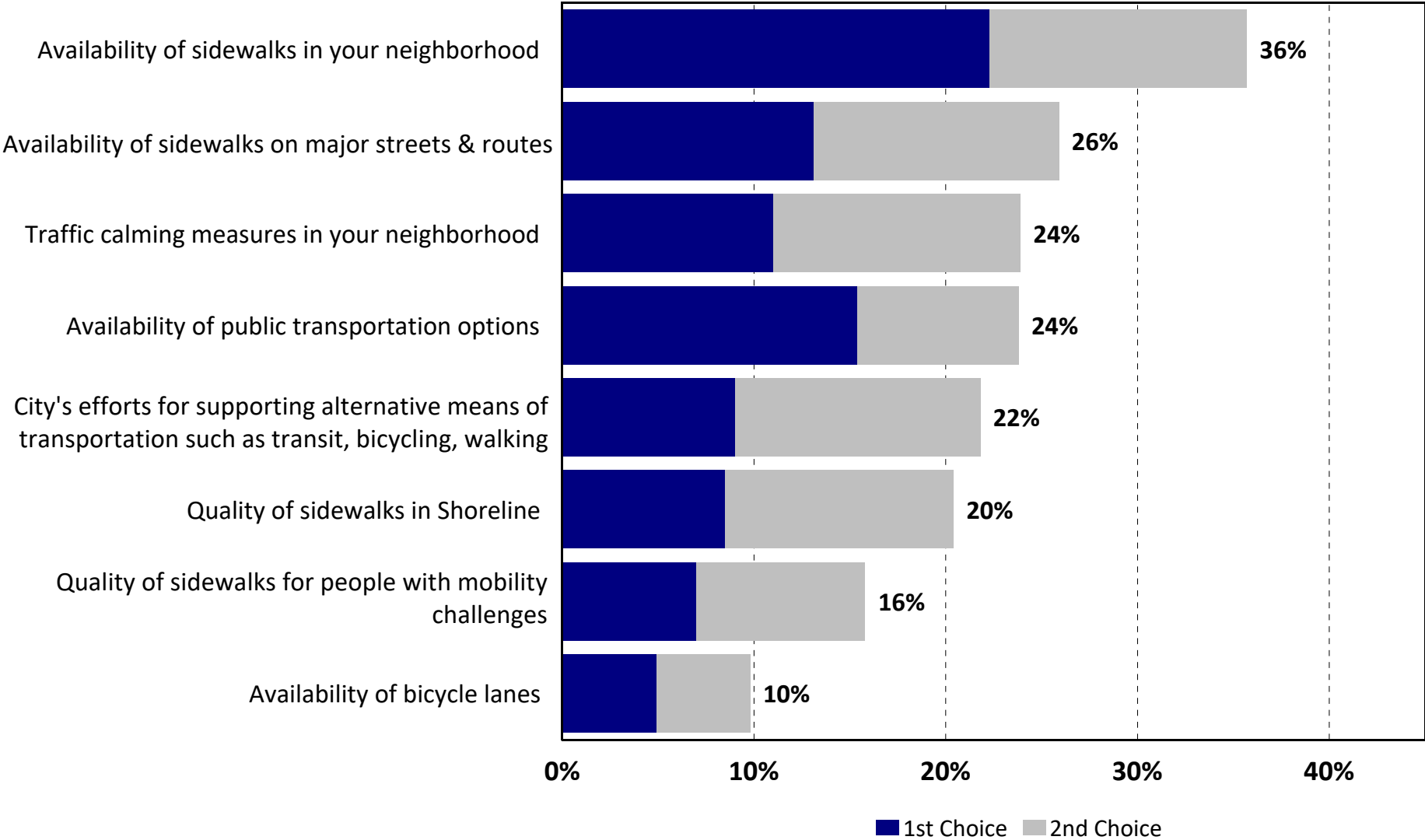
Q25. Satisfaction with Transportation and Land Use

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding don't knows)



Q26. Aspects of Transportation and Land Use That Should Receive the Most Emphasis Over the Next Two Years

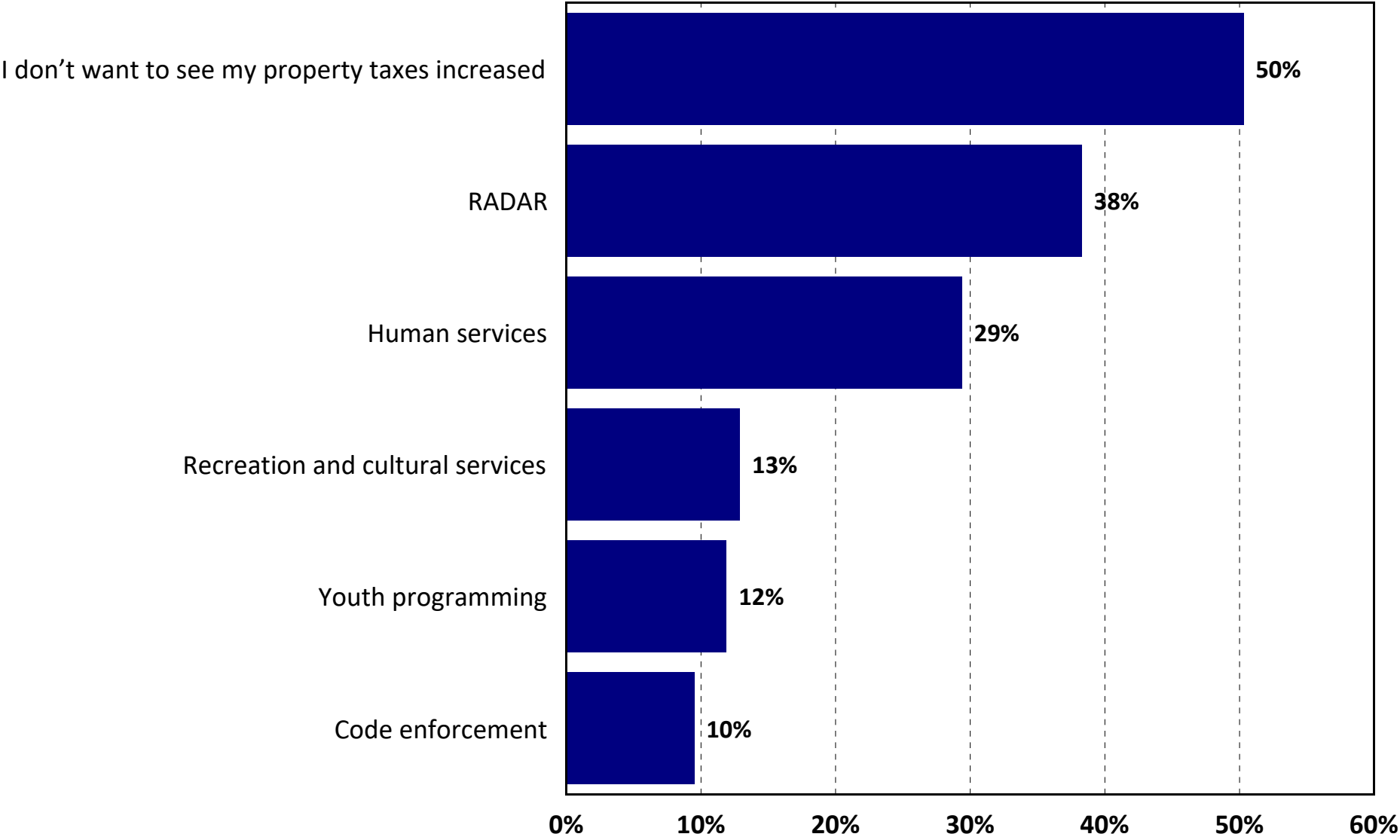
by percentage of respondents who selected the item as one of their top two choices



Streets, Sidewalks and Housing

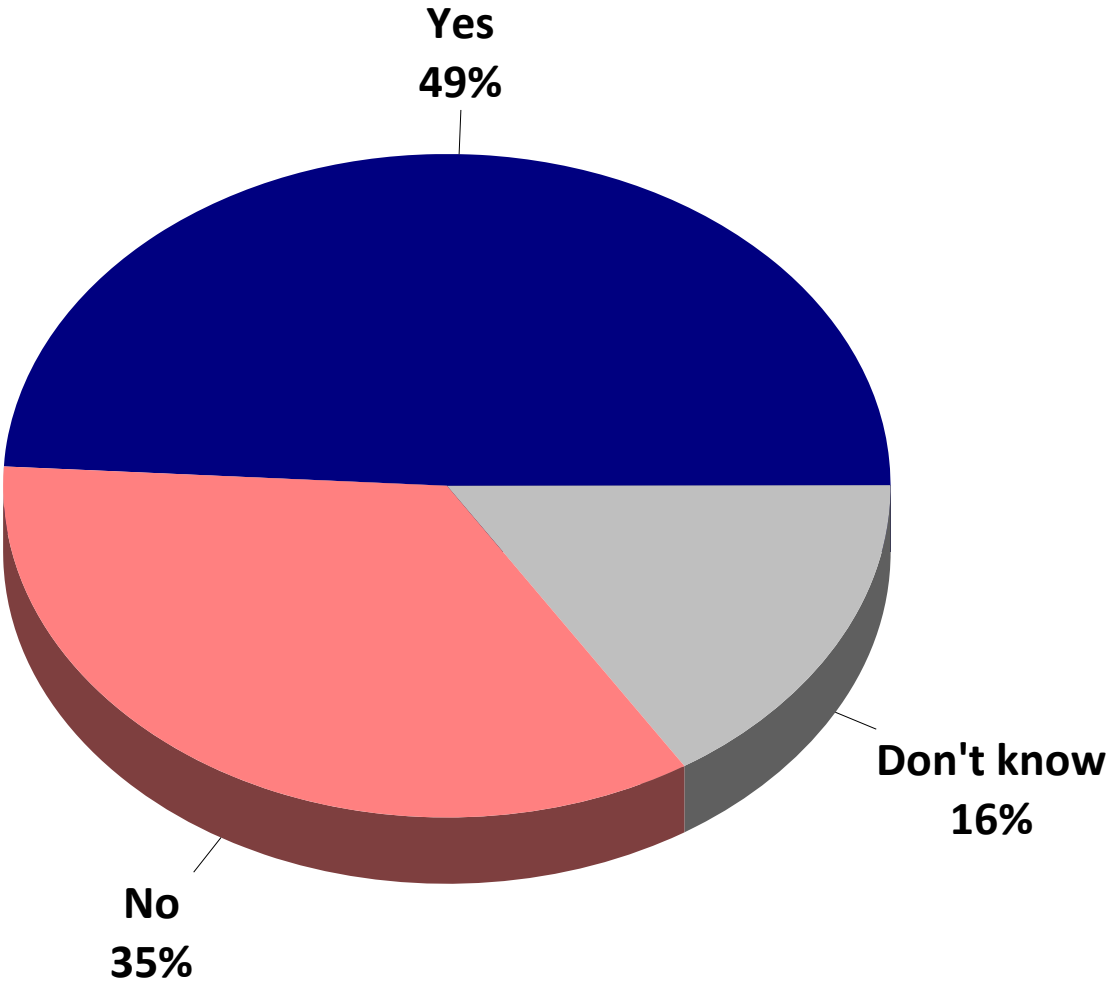
Q27. Preferred Funding for City Services

by percentage of respondents (multiple choices could be made)



Q28. Do you support changing the City's zoning code to allow for denser housing options in single family zones?

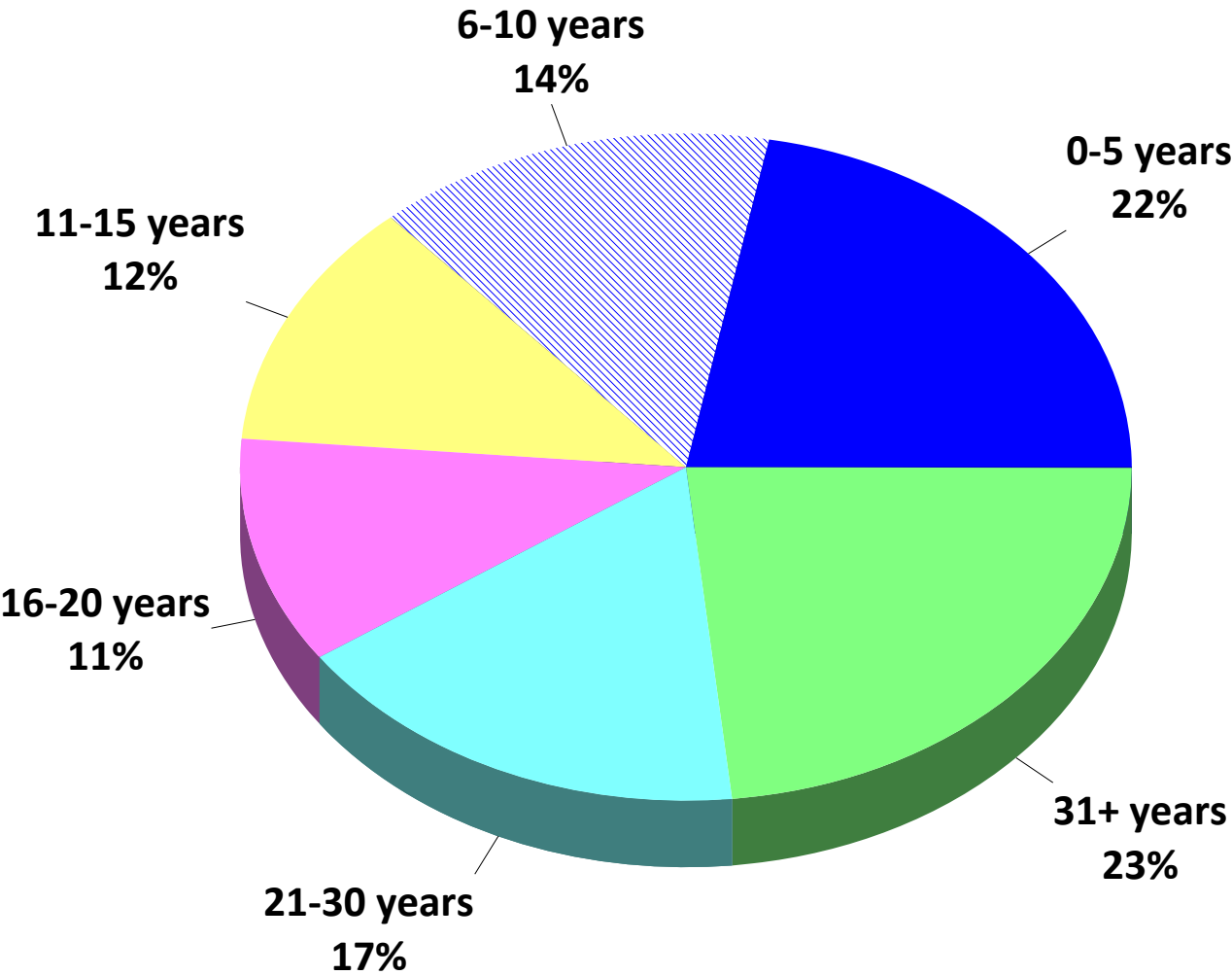
by percentage of respondents



Demographics

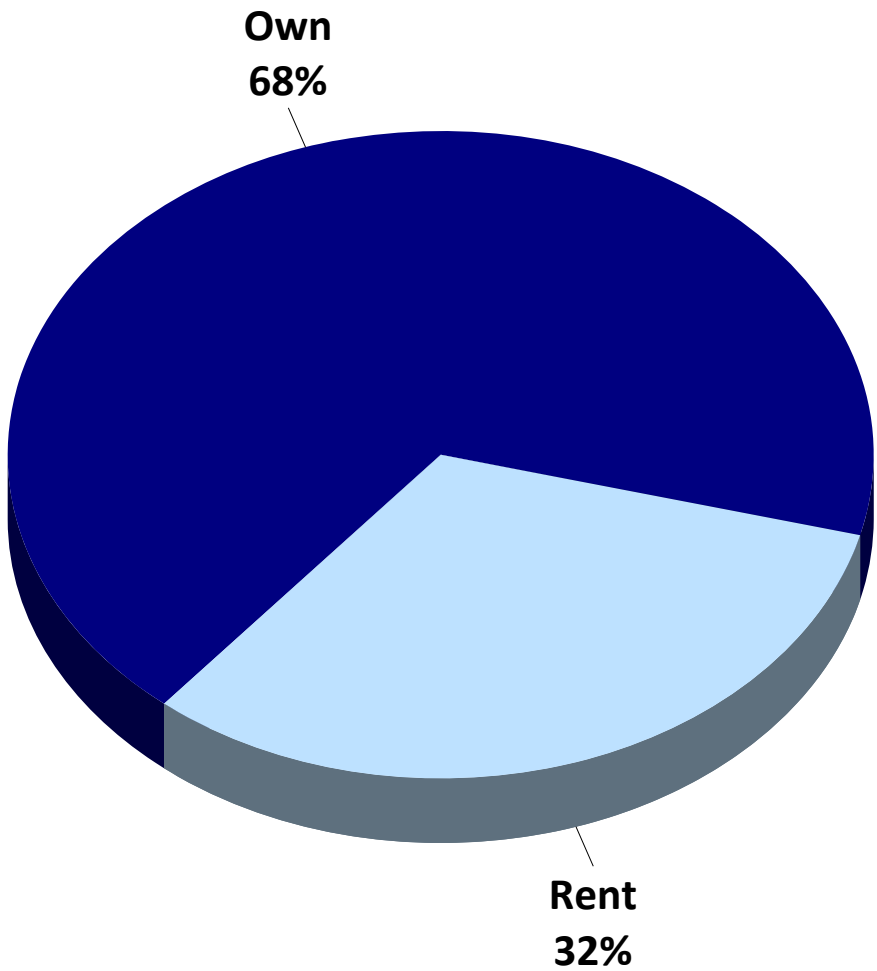
Q29. Demographics: How many years have you lived in the City of Shoreline?

by percentage of respondents



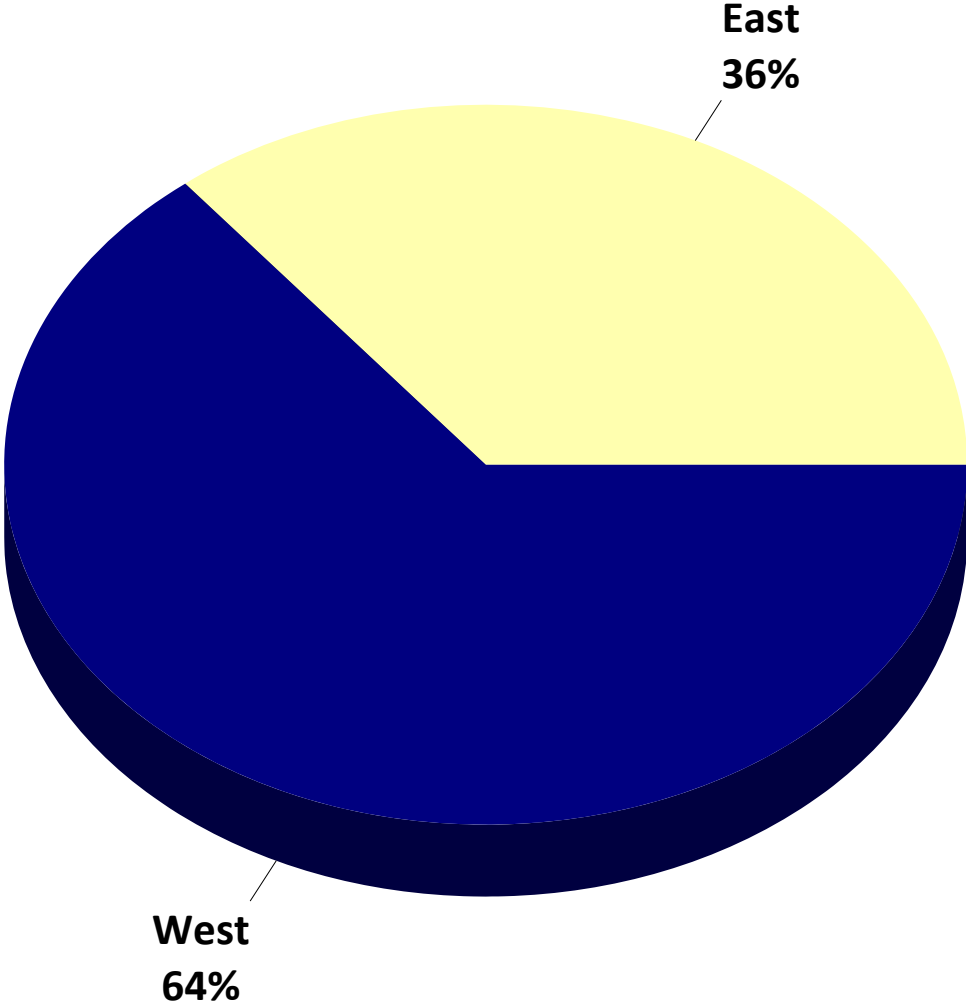
Q30. Demographics: Do you rent or own your current residence?

by percentage of respondents



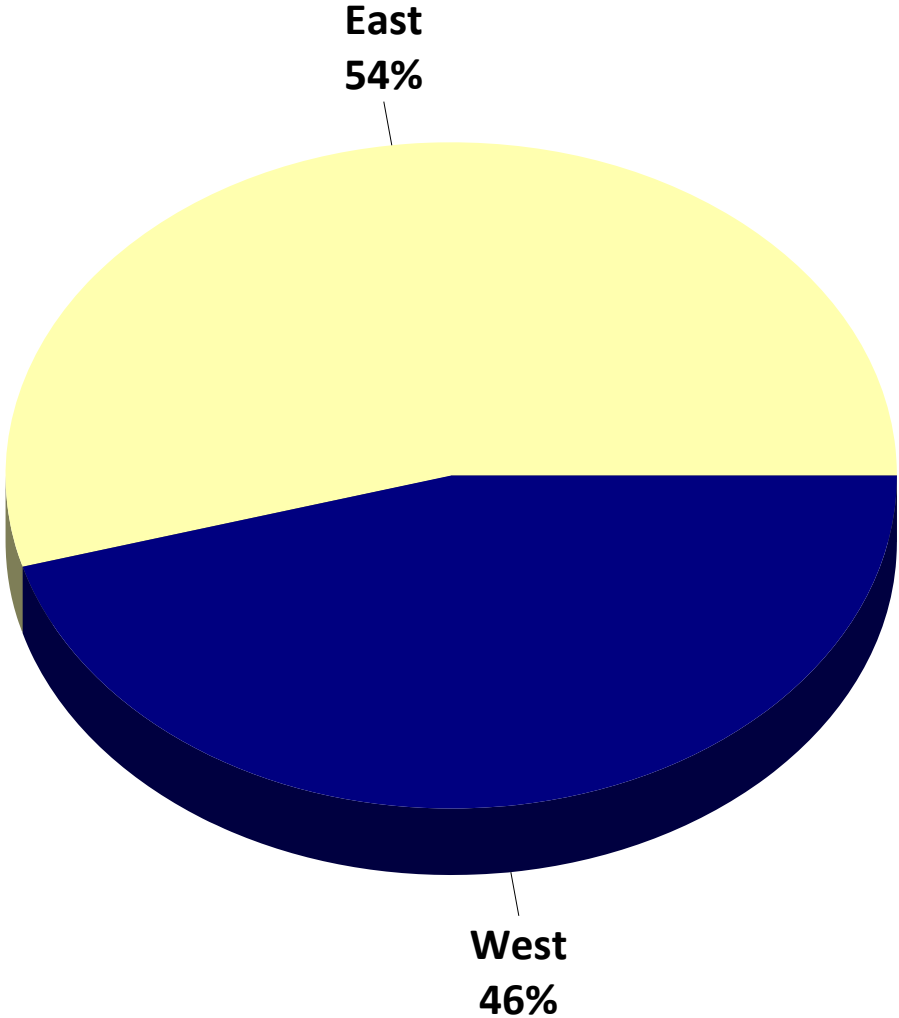
Q31. Demographics: Do you live east or west of I-5?

by percentage of respondents



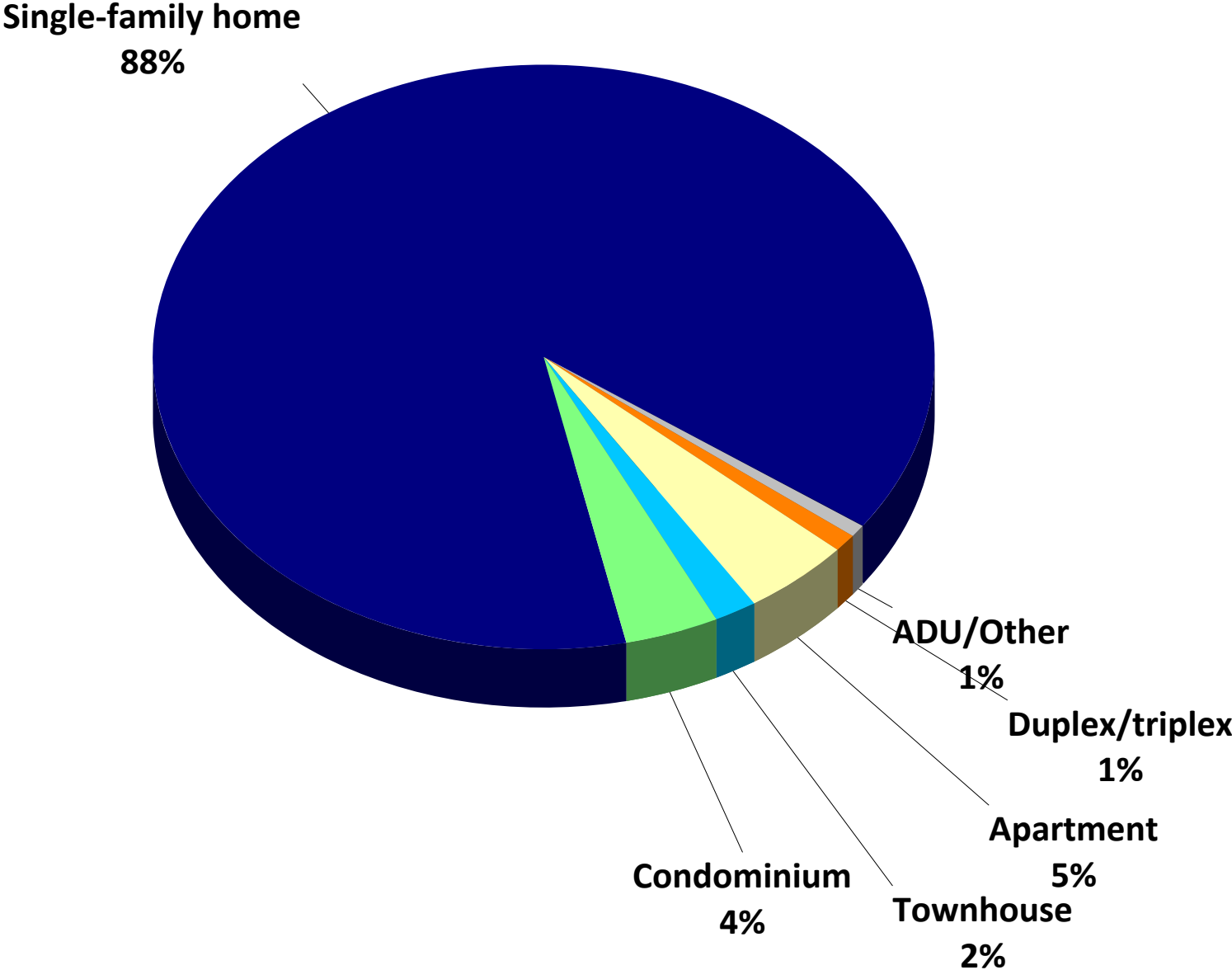
Q32. Demographics: Do you live east or west of Aurora Avenue N.?

by percentage of respondents



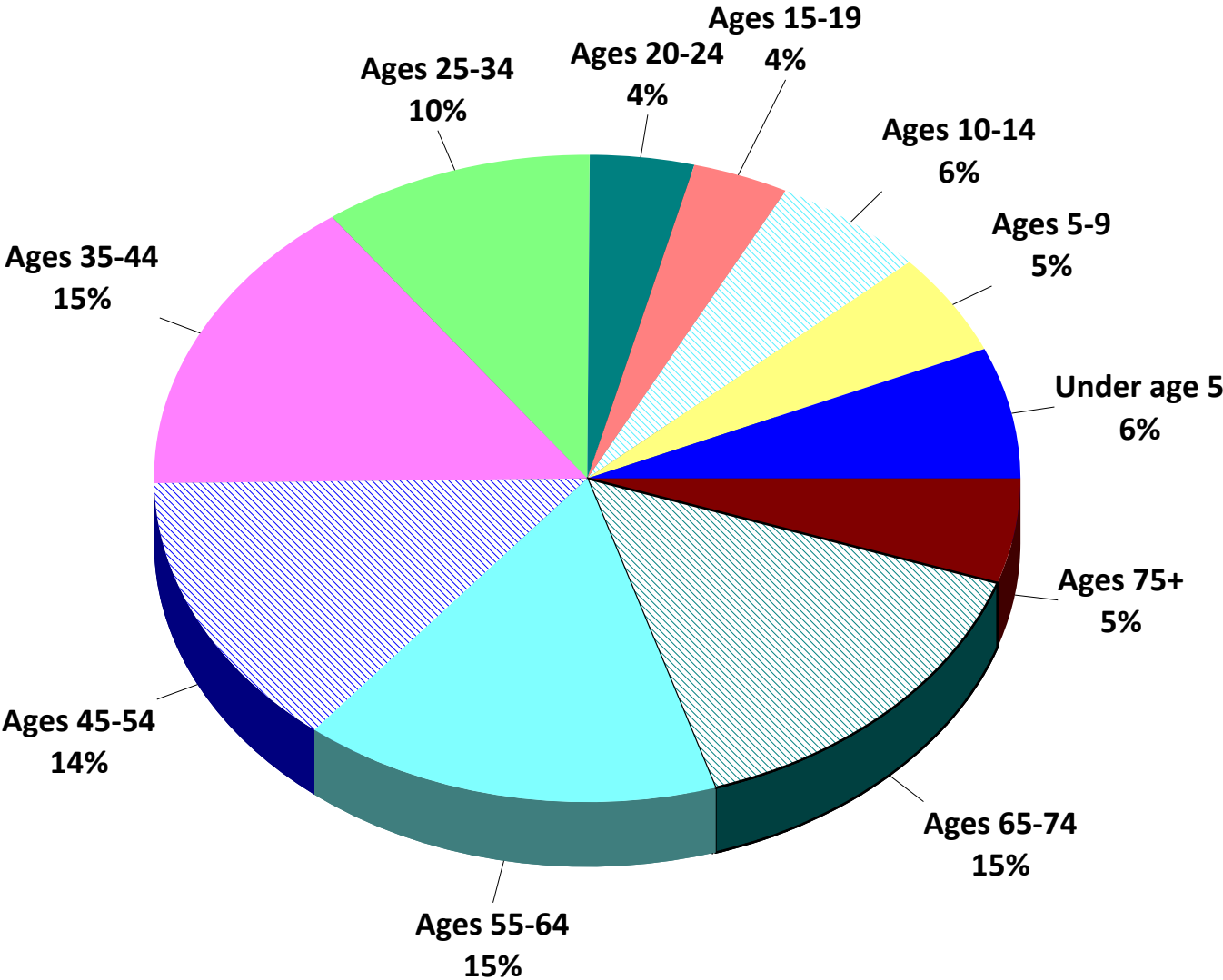
Q33. Demographics: What type of residence do you live in?

by percentage of respondents



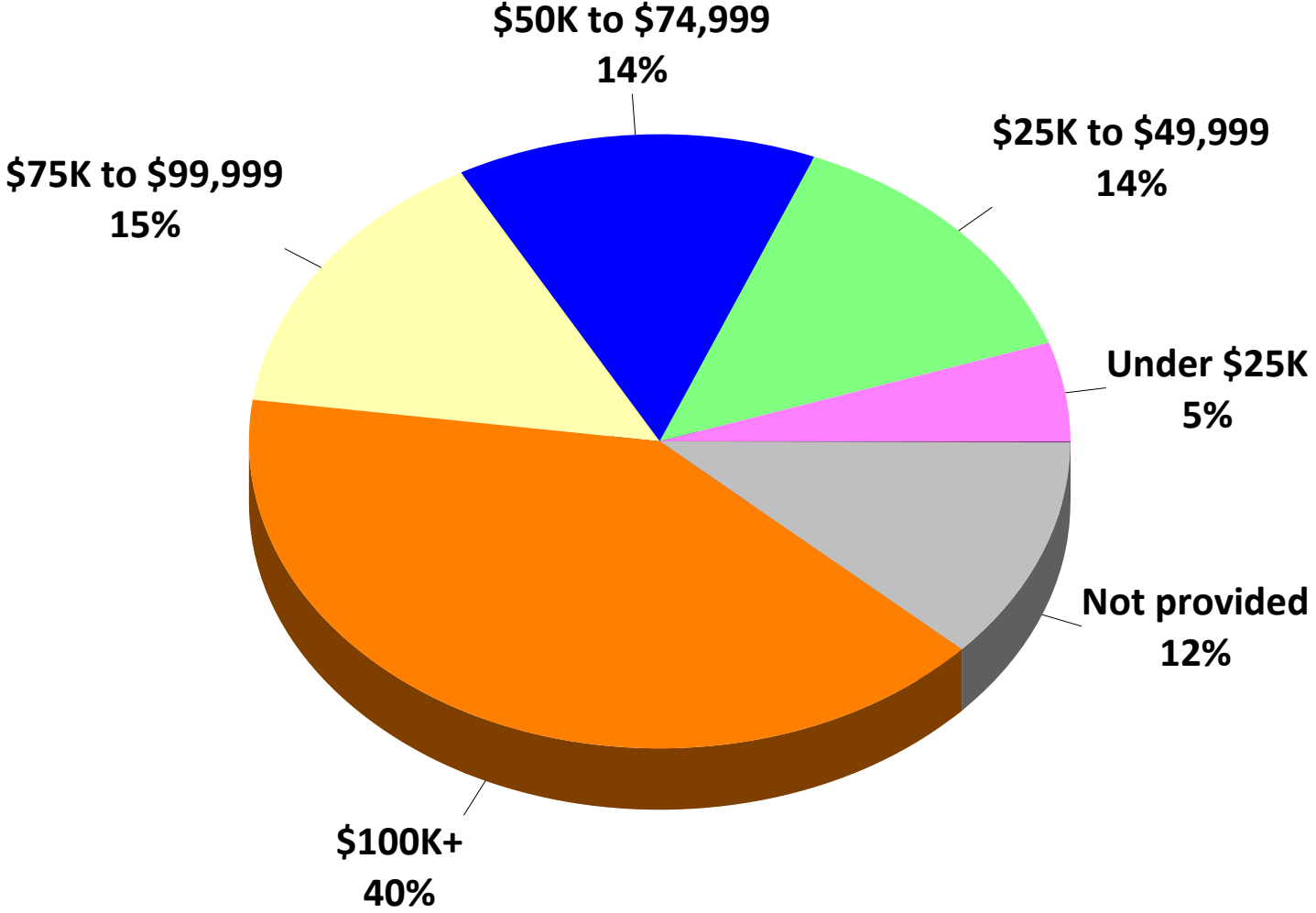
Q34. Demographics: Counting yourself, how many people in your household are...

by percentage of persons in the household



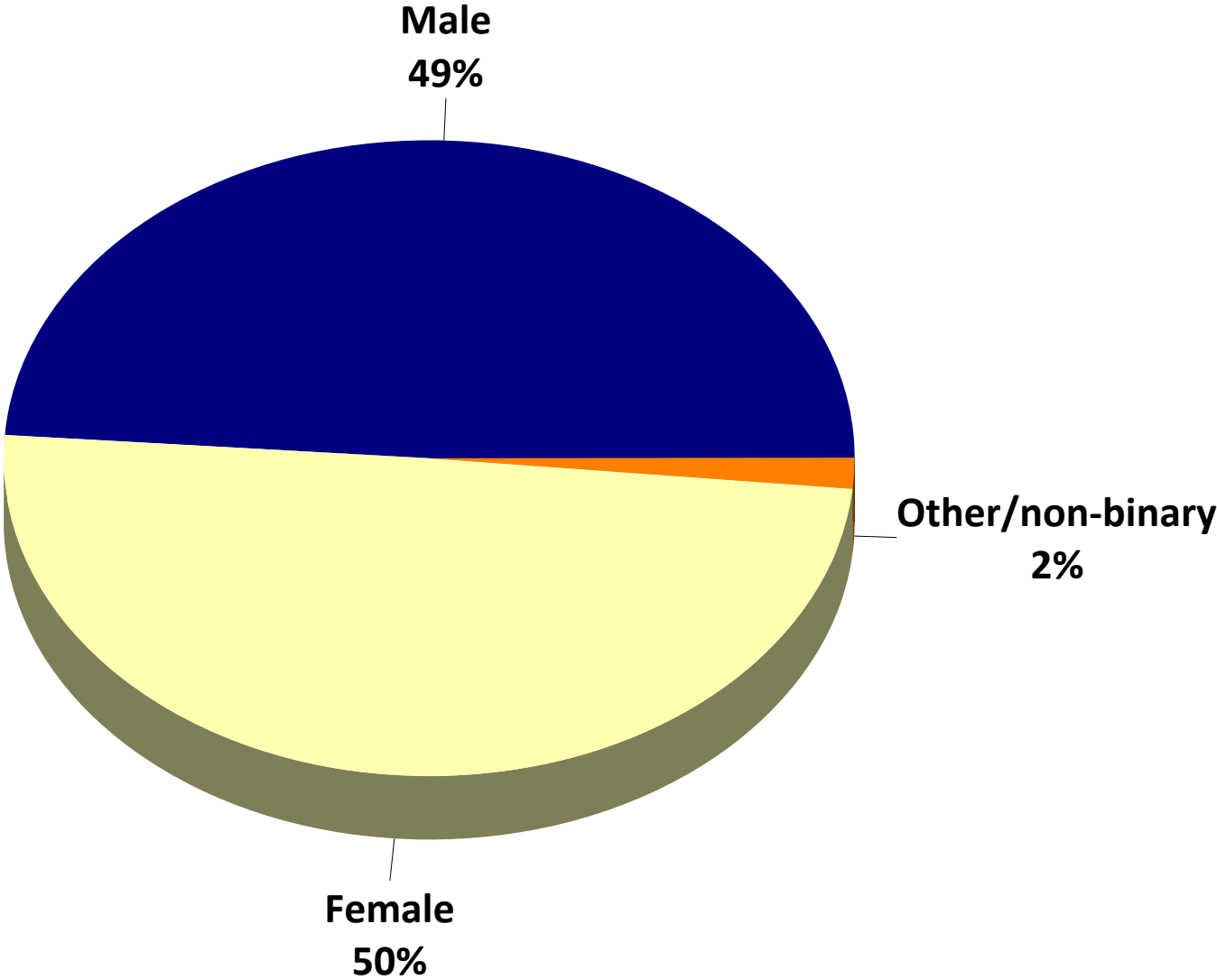
Q35. Demographics: Annual Household Income

by percentage of respondents



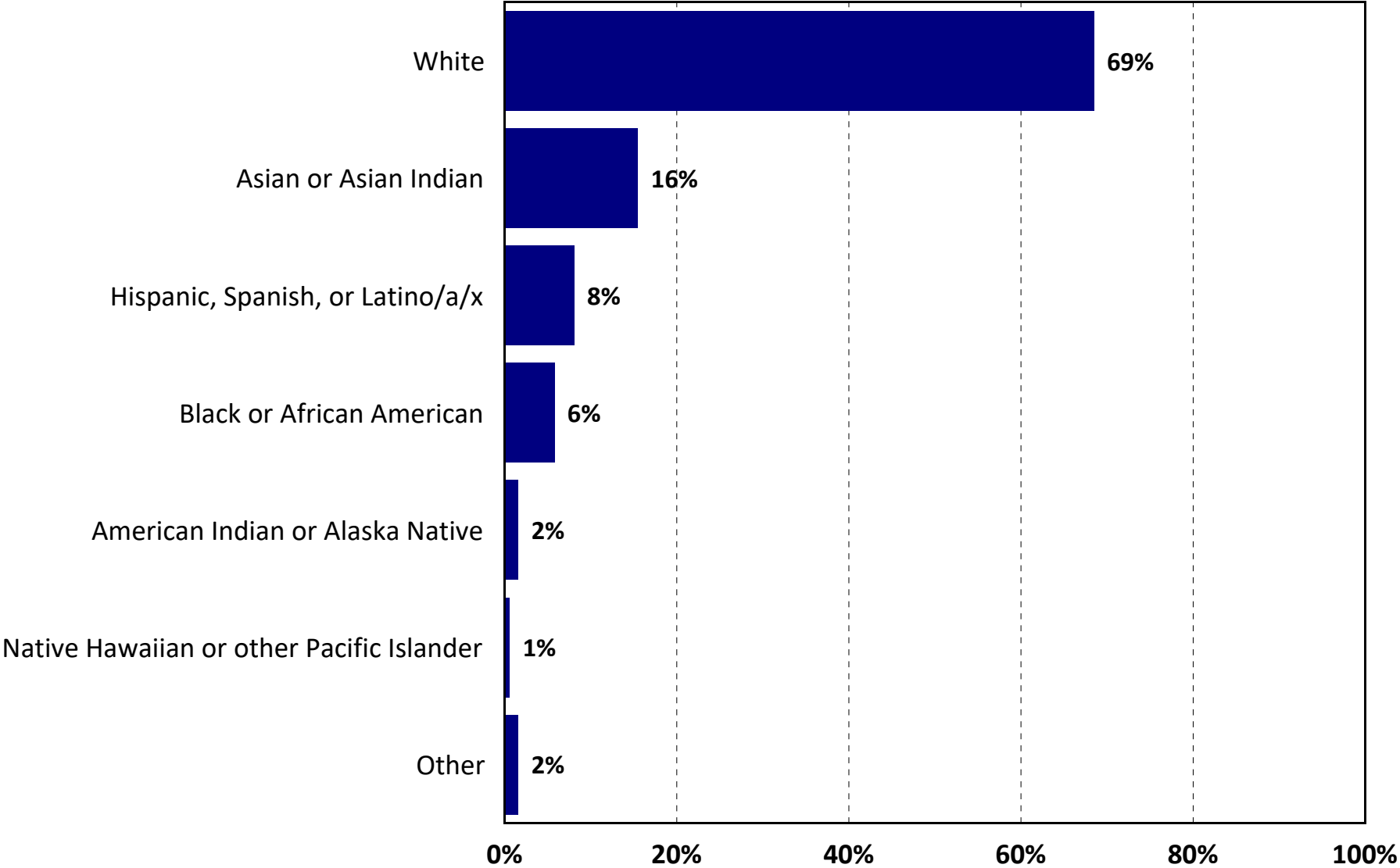
Q36. Demographics: Gender Identity

by percentage of respondents



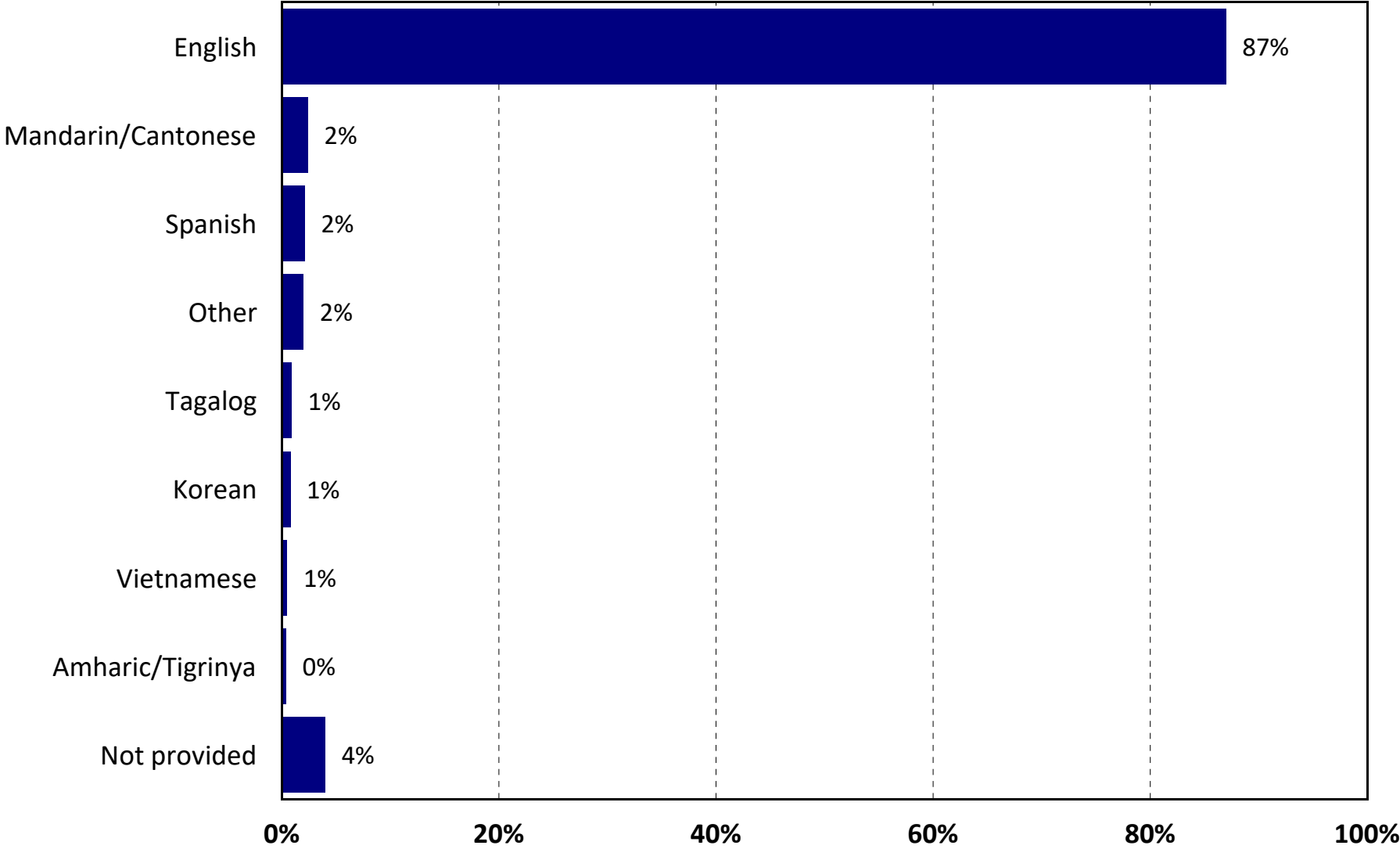
Q37. Demographics: Race/Ethnicity

by percentage of respondents (multiple selections could be made)



Q38. Demographics: What is the primary language spoken in your home?

by percentage of respondents (multiple selections could be made)



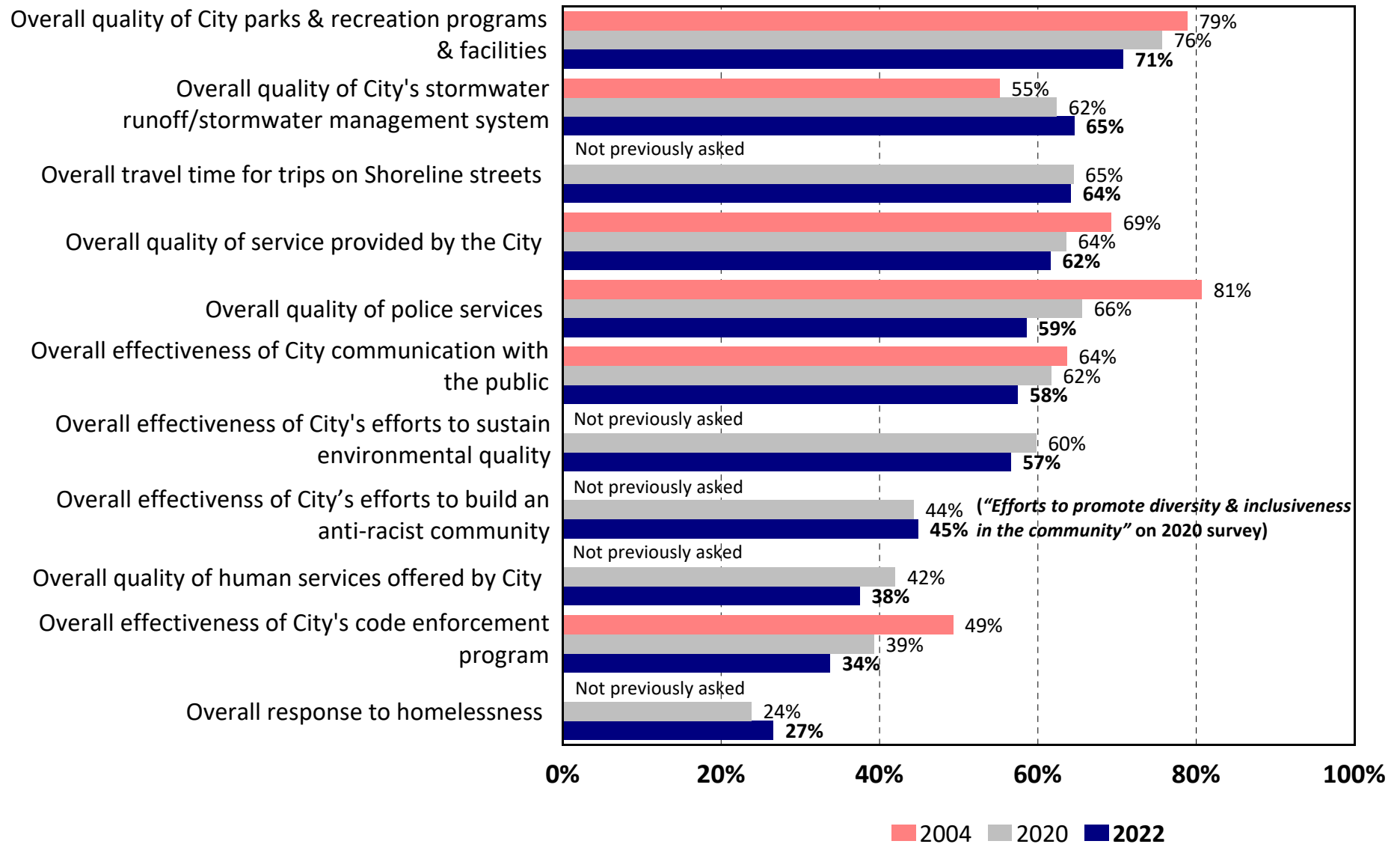


Trend Charts

Overall Satisfaction With City Services by Major Category

Trends - 2004, 2020 and 2022

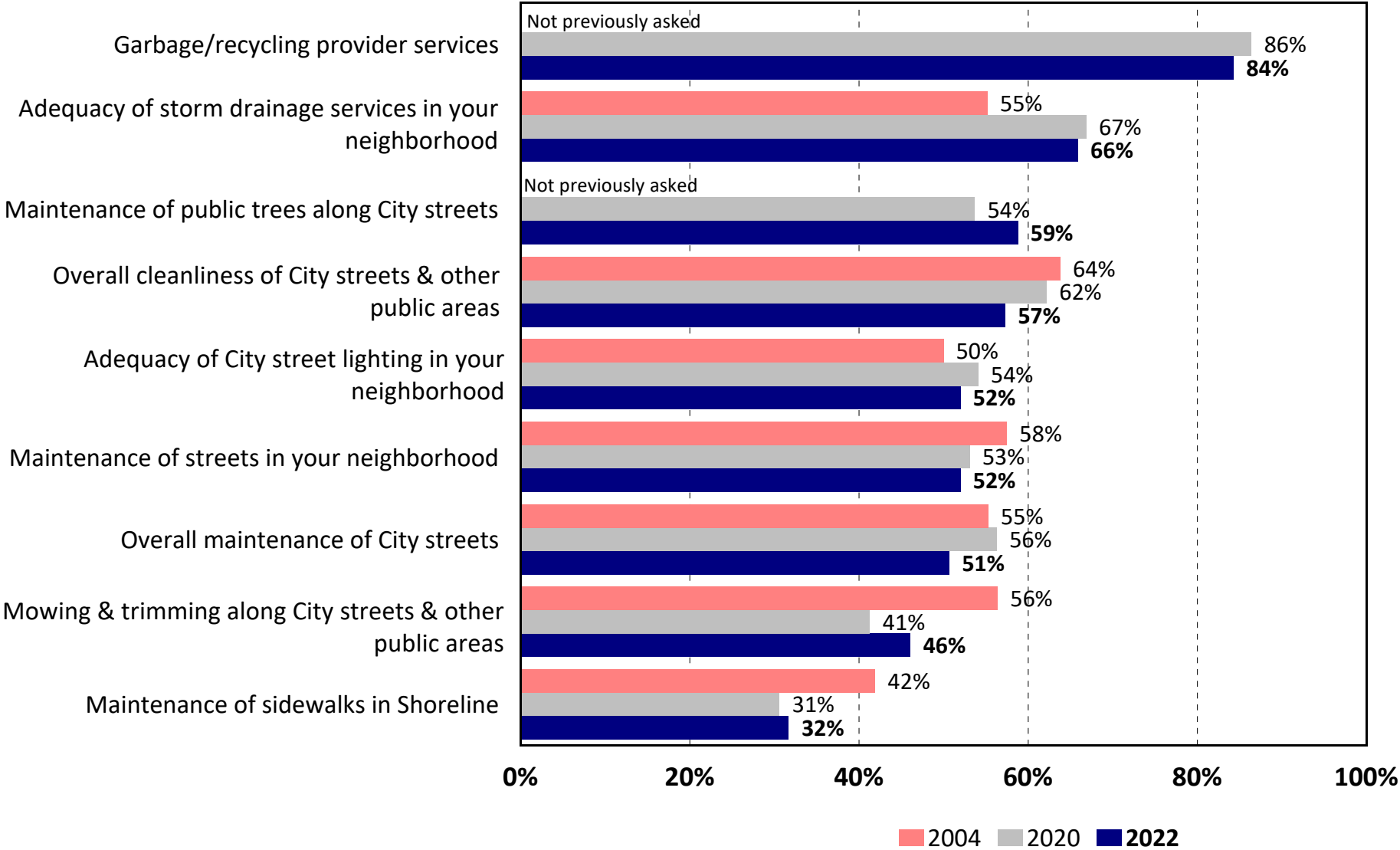
by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Satisfaction Ratings for City Maintenance

Trends - 2004, 2020 and 2022

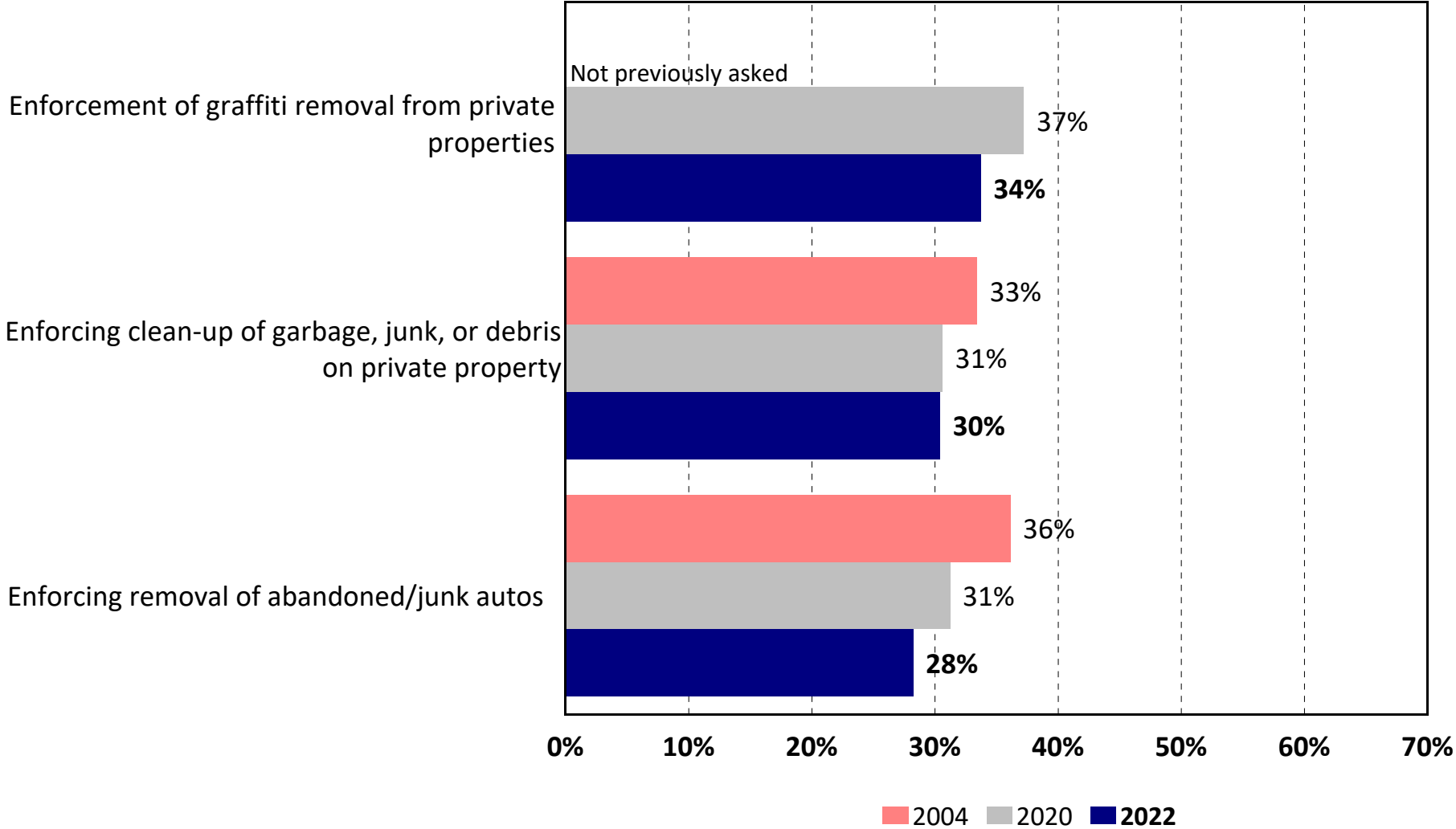
by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Satisfaction Ratings for the Enforcement of City Codes and Ordinances

Trends - 2004, 2020 and 2022

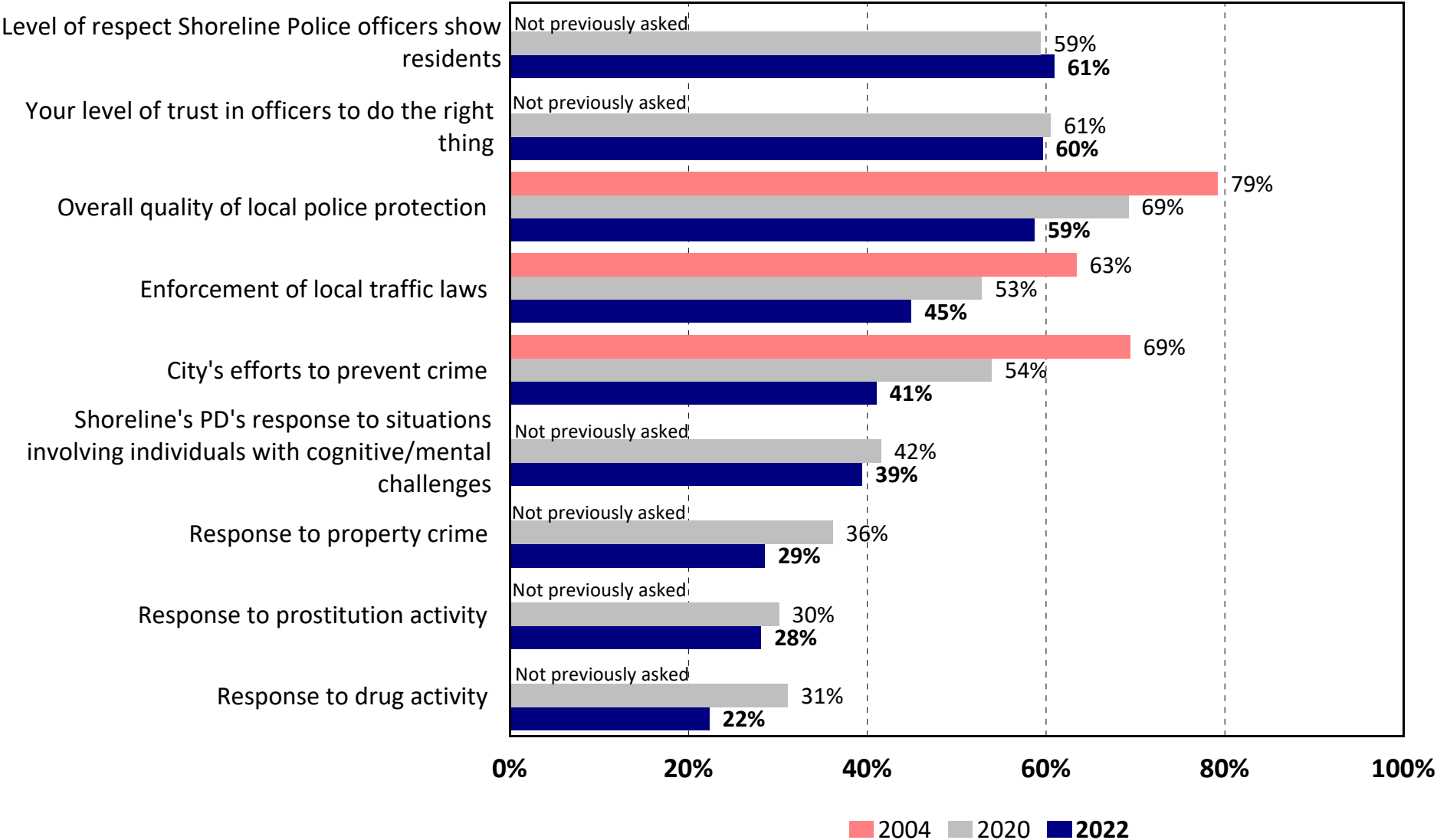
by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Satisfaction Ratings for Public Safety

Trends - 2004, 2020 and 2022

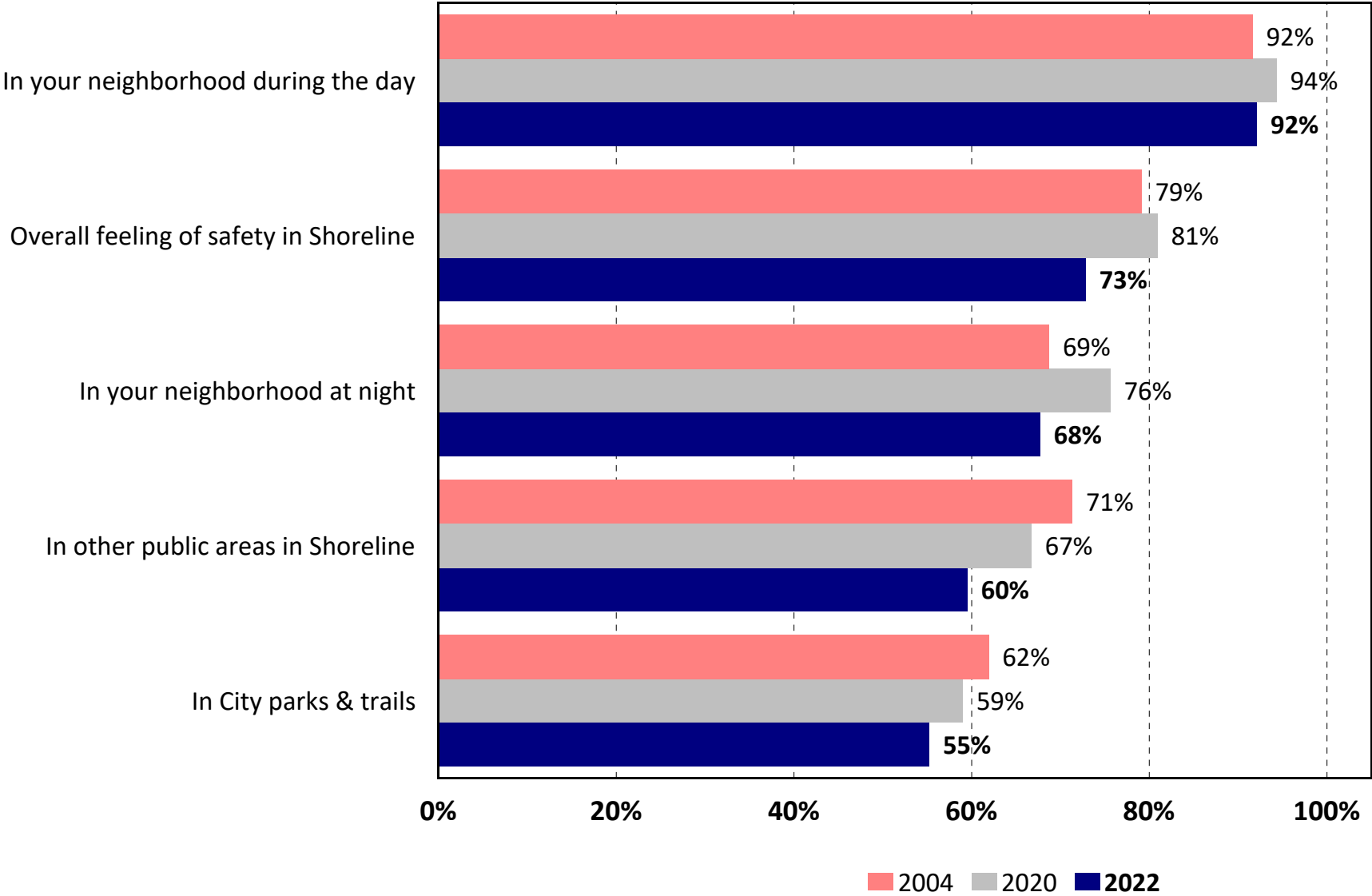
by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Feeling of Safety in Various Situations

Trends - 2004, 2020 and 2022

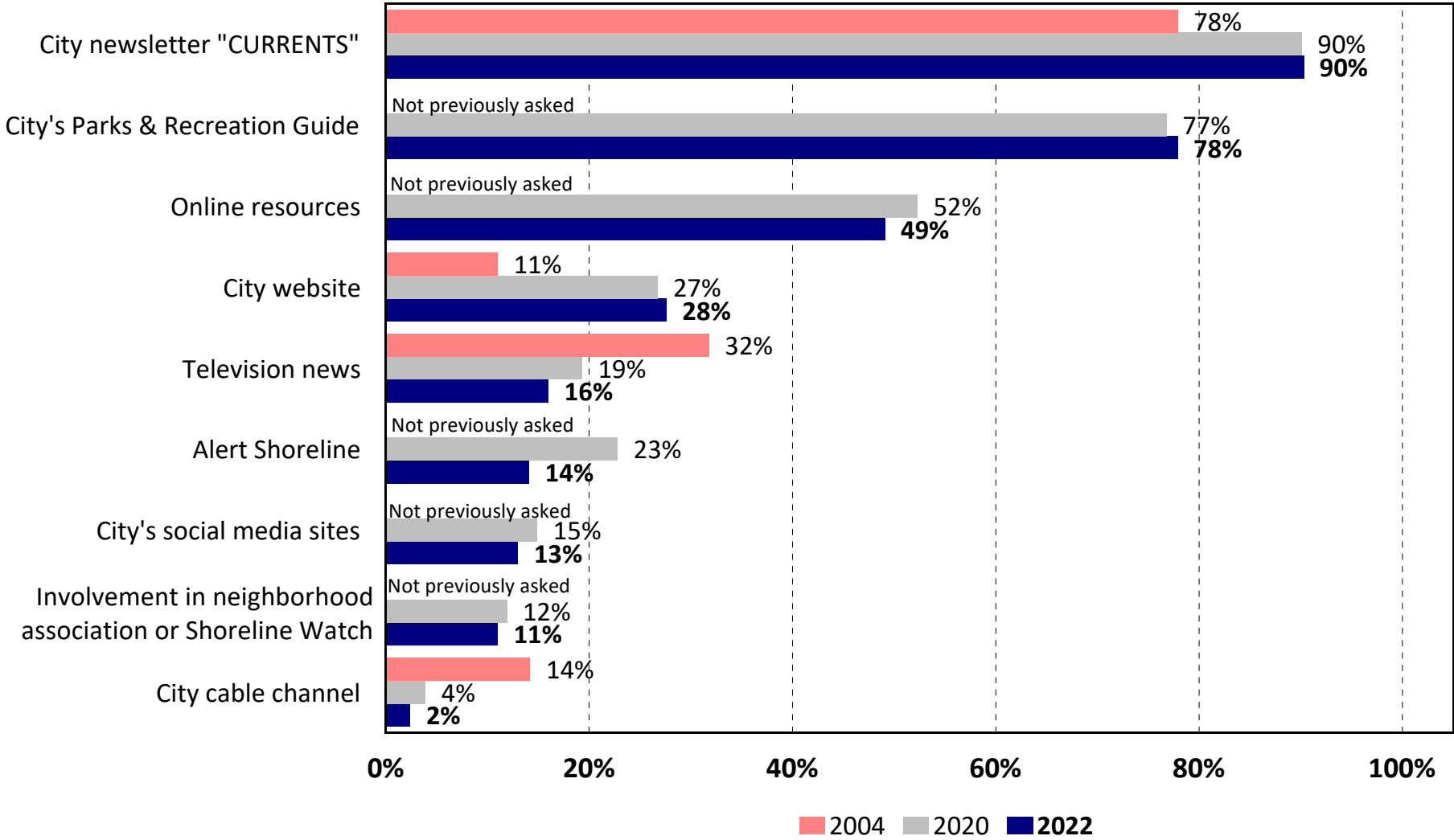
by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



How Residents Receive Information About City Issues, Services, and Events

Trends - 2004, 2020 and 2022

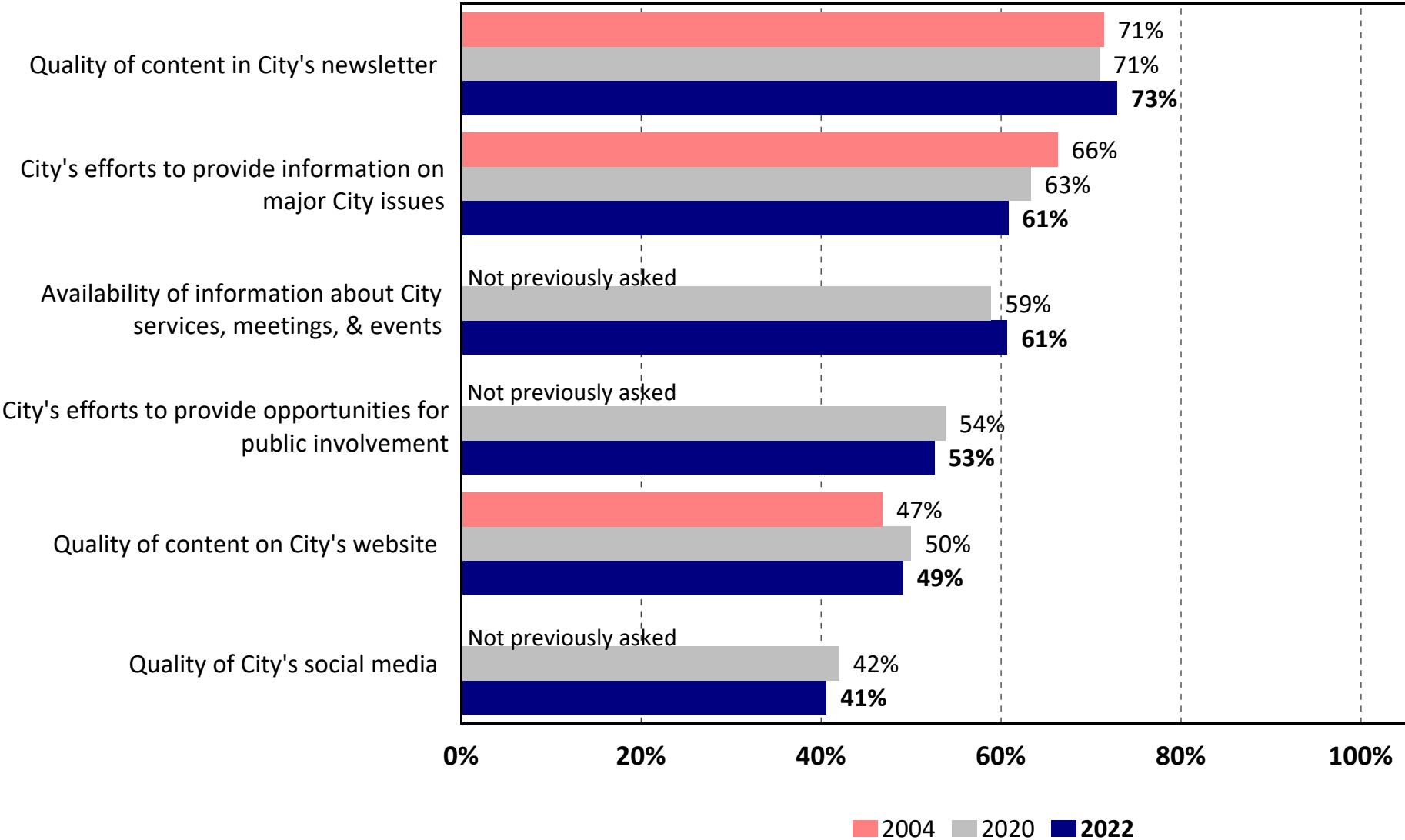
by percentage of respondents (multiple choices could be made)



Satisfaction Ratings for City Communication

Trends - 2004, 2020 and 2022

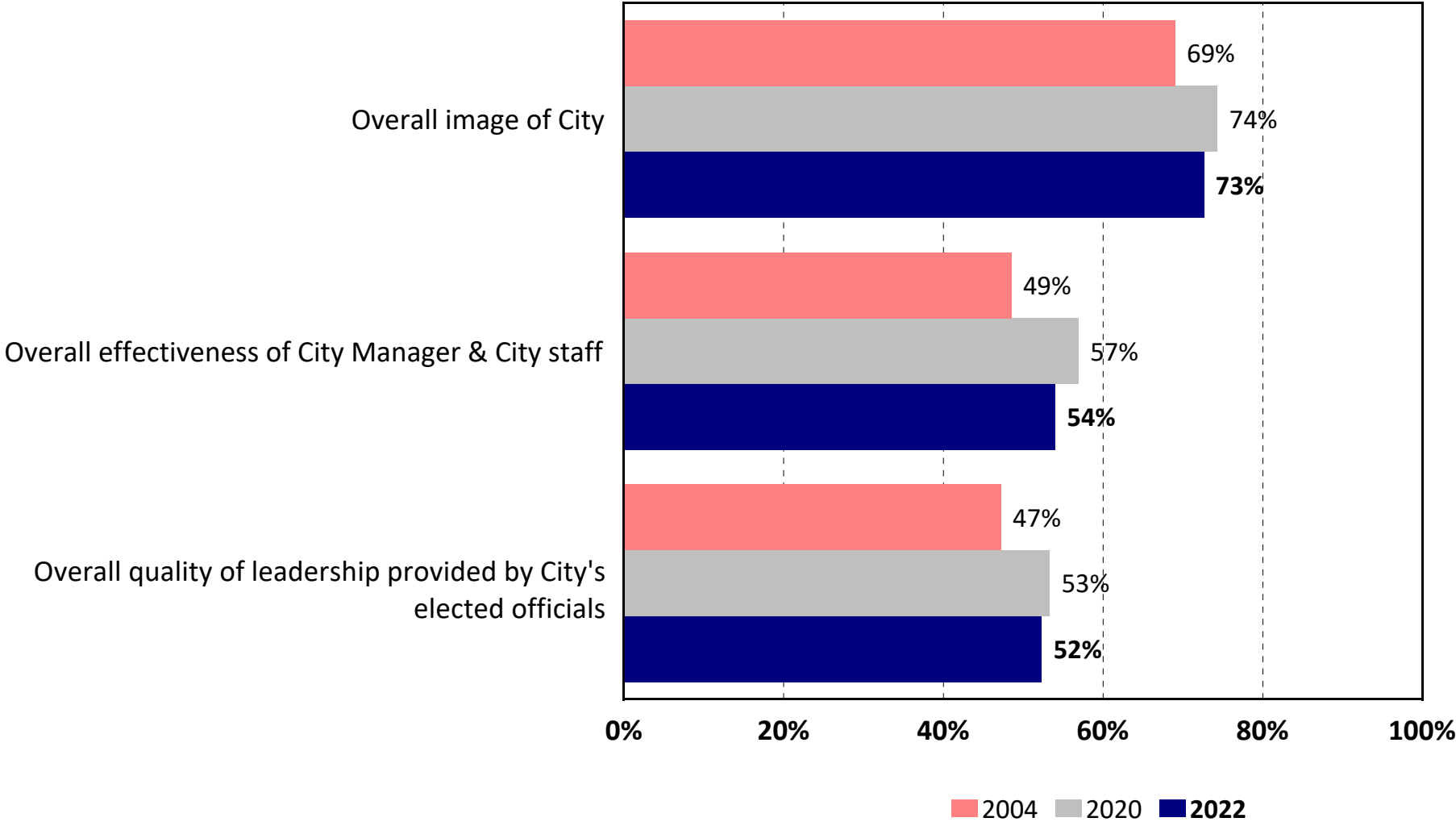
by percentage of respondents (multiple choices could be made)



Satisfaction Ratings for City Leadership and Quality of Life

Trends - 2004, 2020 and 2022

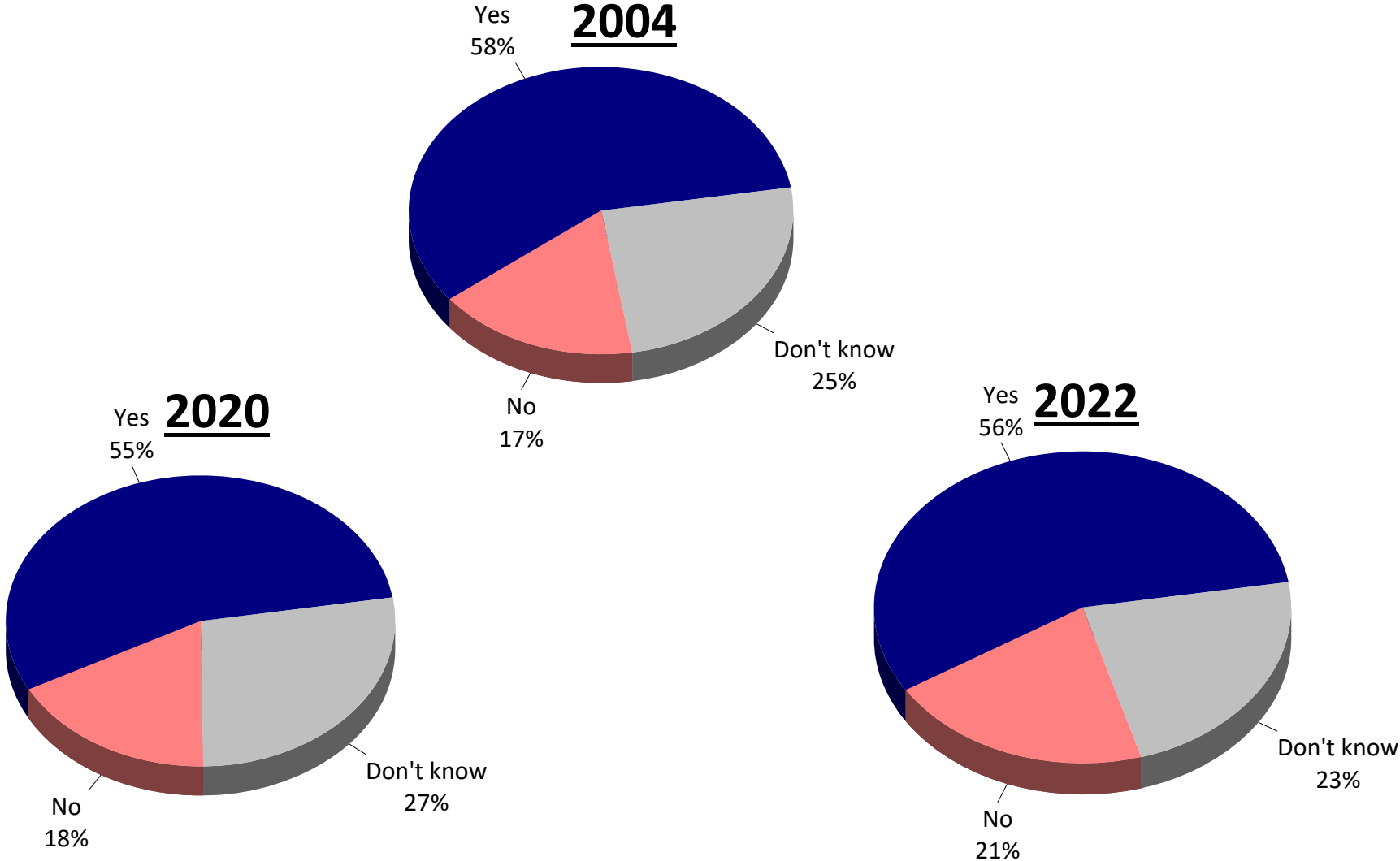
by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



In general, do you think the City of Shoreline is moving in the right direction?

Trends - 2004, 2020 and 2022

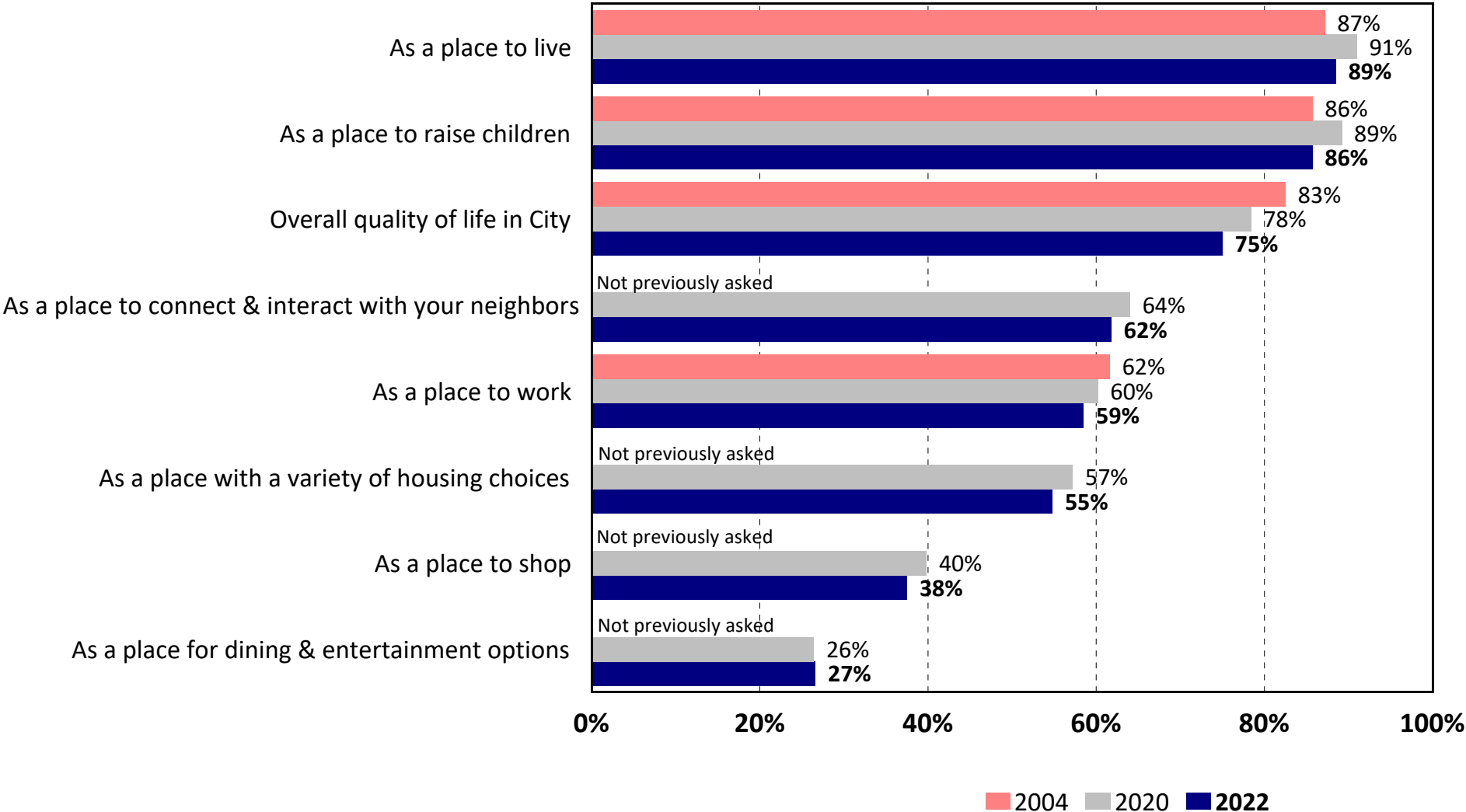
by percentage of respondents



Respondents' Ratings of the City of Shoreline

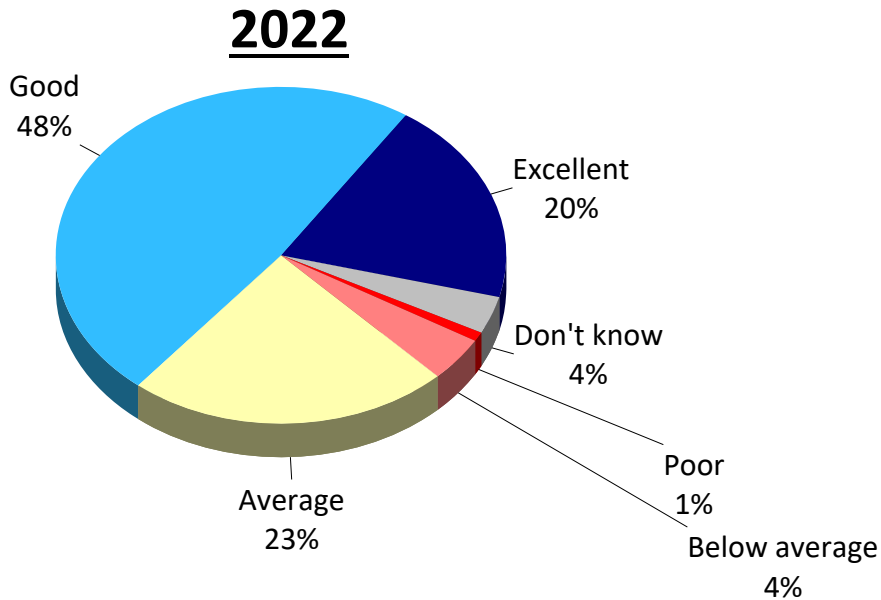
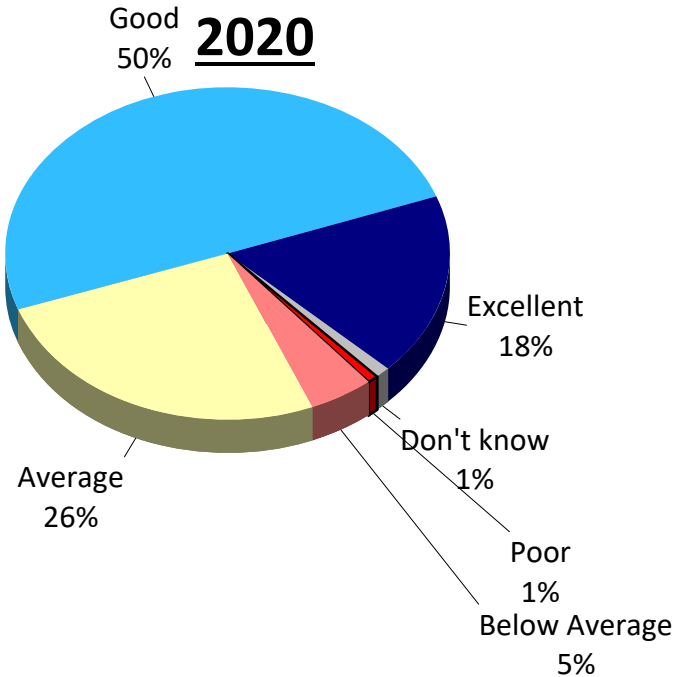
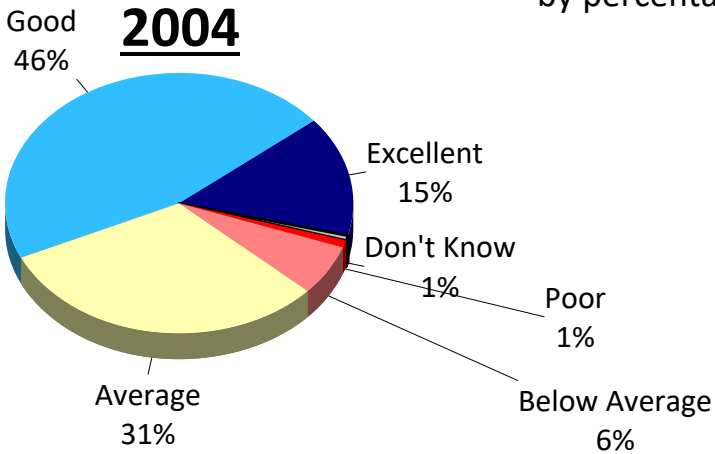
Trends - 2004, 2020 and 2022

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Overall, how would you rate the condition of your neighborhood?

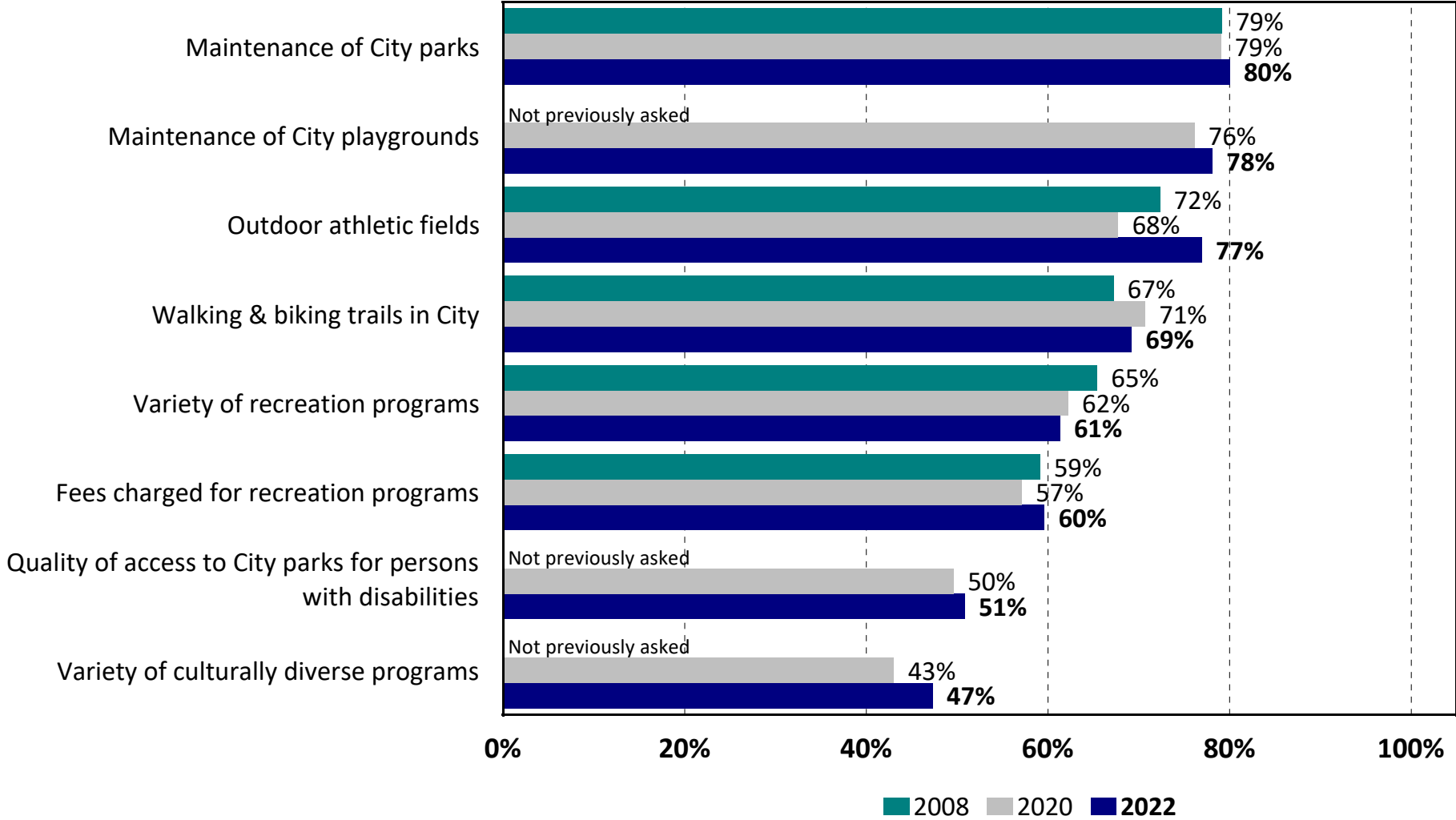
Trends - 2004, 2020 and 2022 by percentage of respondents



Satisfaction with Parks and Recreation

Trends - 2008, 2020 and 2022

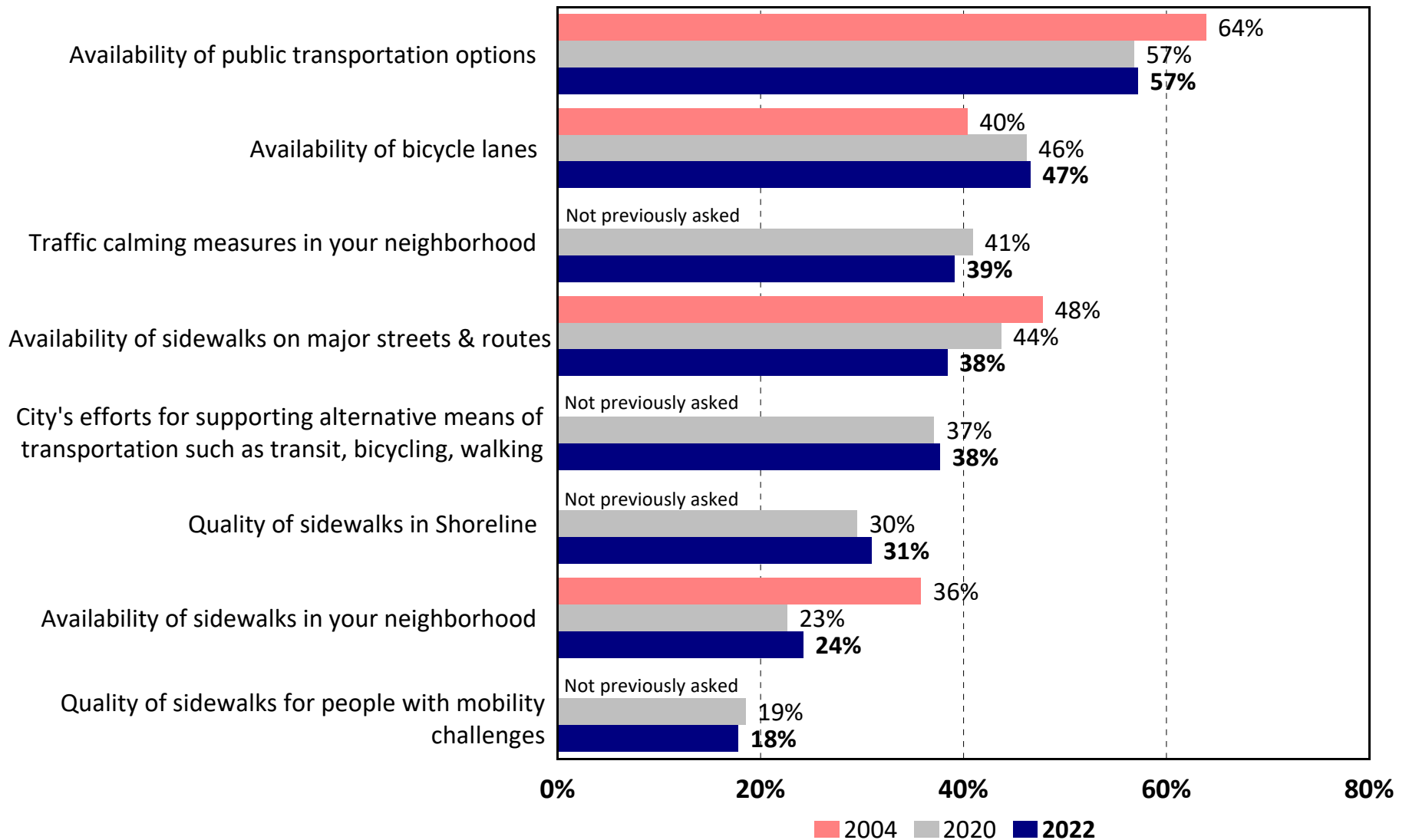
by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)



Satisfaction Ratings for Transportation & Land Use

Trends - 2004, 2020 and 2022

by percentage of respondents who rated the item as a 4 or 5 on a 5-point scale (excluding don't knows)





3

Benchmarking Analysis

Benchmarking Analysis



Overview

ETC Institute's *DirectionFinder*® program was originally developed in 1999 to help community leaders use statistically-valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 300 cities and counties in 43 states. Most participating communities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from two sources: (1) a national survey that was administered by ETC Institute during the fall of 2021 to a random sample of more than 9,000 residents in the continental United States and (2) a regional survey that was administered by ETC Institute during the fall of 2021 to a random sample of residents living in the Northwest Region of the United States. The Northwest Region includes the states of Washington, Oregon, Idaho, and Montana.

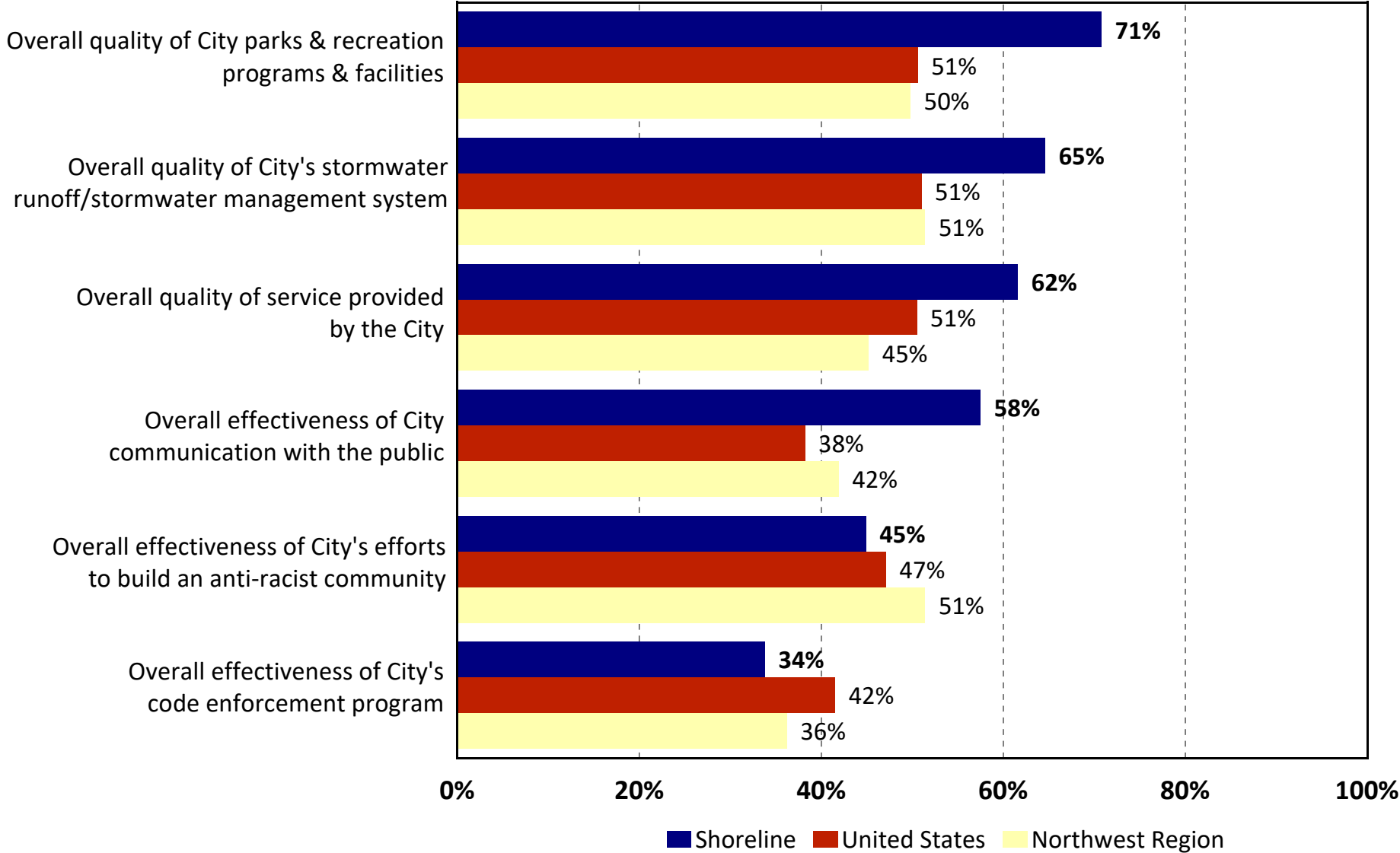
The charts on the following pages show how the results for the City of Shoreline compare to the national average and the Northwest regional average. The blue bar shows the results for the City of Shoreline, the red bar shows the national average, and the yellow bar shows the results for the Northwest Region.

National Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the City of Shoreline is not authorized without written consent from ETC Institute.

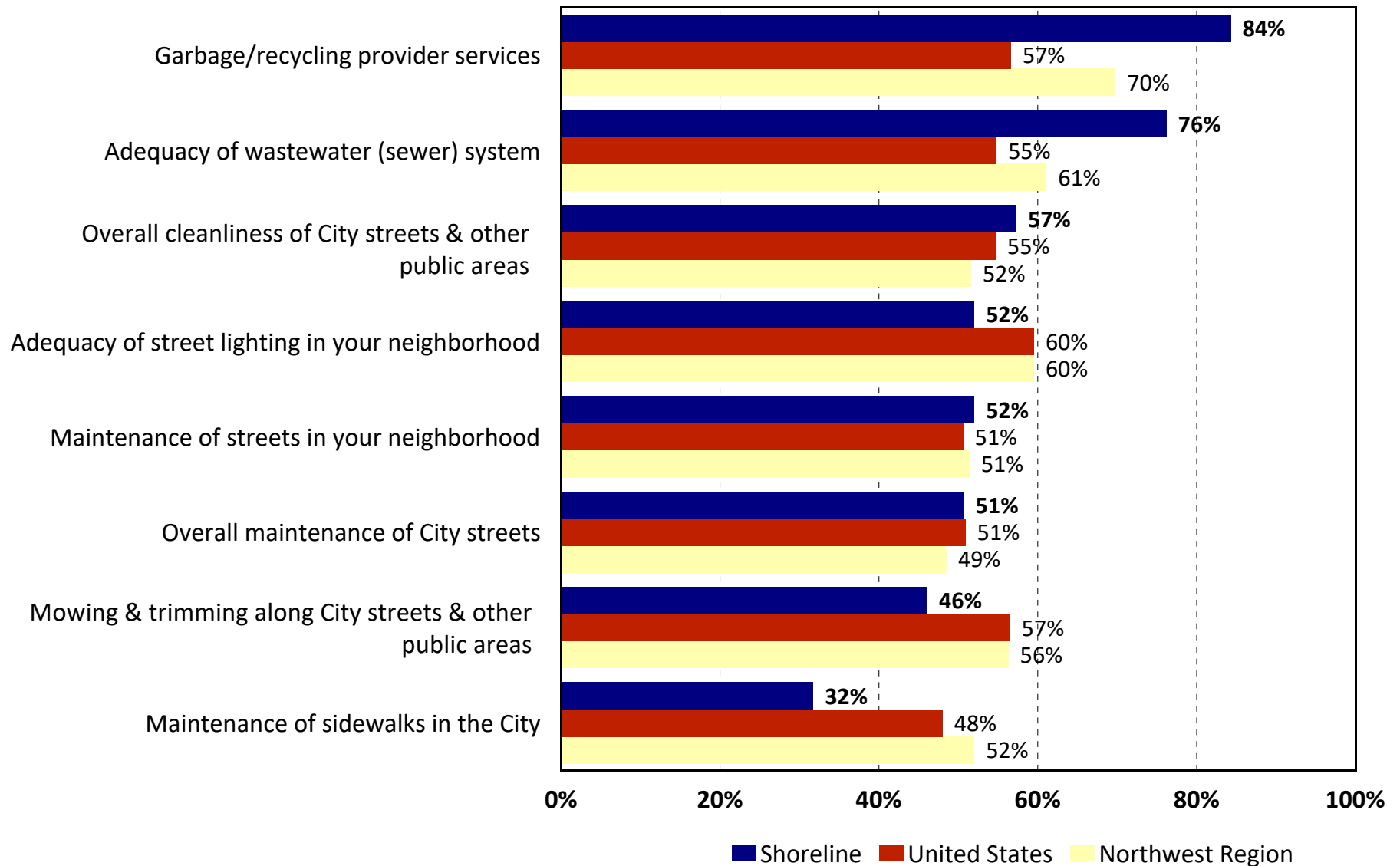
Major Categories of City Services Shoreline vs. United States vs. the Northwest Region

by percentage of respondents who gave positive ratings for the item (excluding don't knows)



Overall Ratings of City Maintenance Services Shoreline vs. United States vs. the Northwest Region

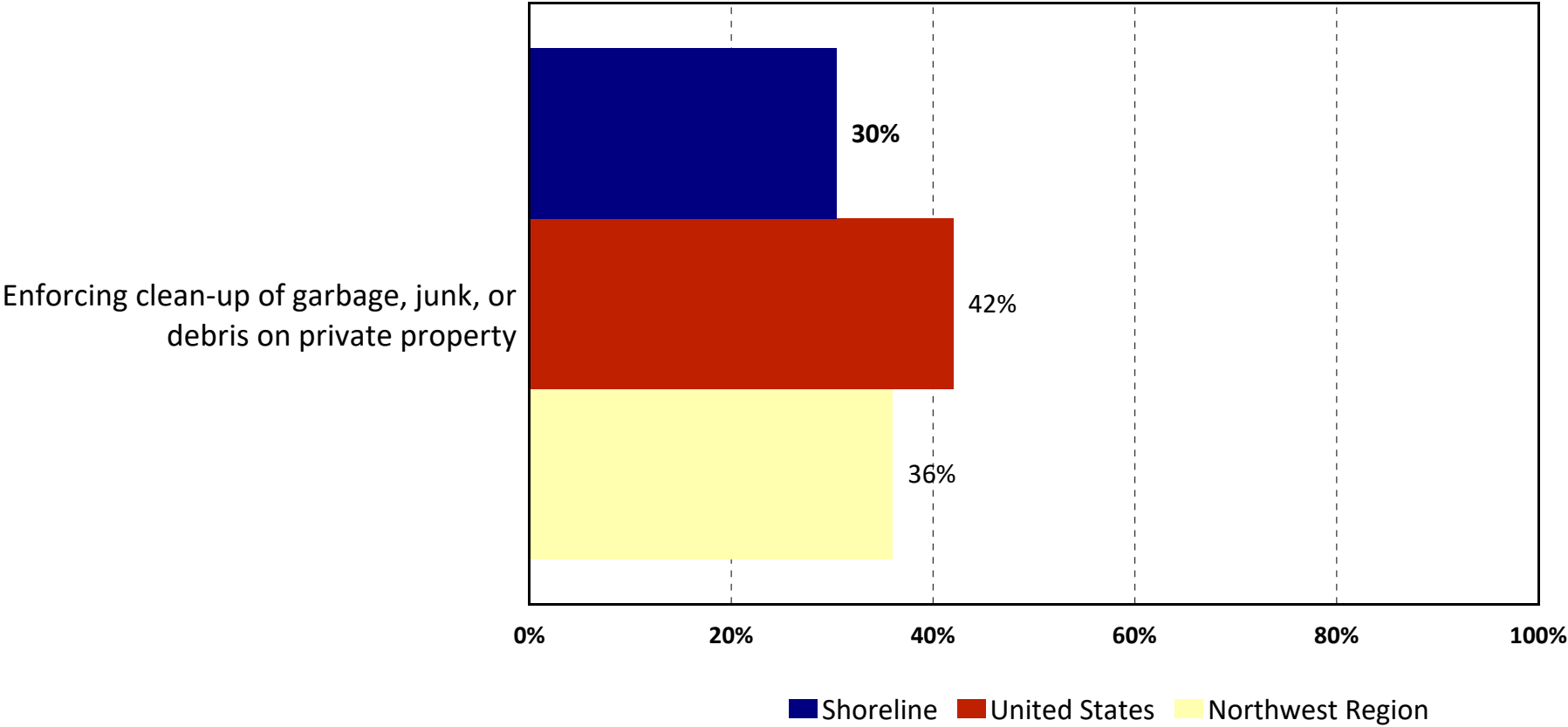
by percentage of respondents who gave positive ratings for the item (excluding don't knows)



Overall Satisfaction of Enforcement of Codes and Ordinances

Shoreline vs. United States vs. the Northwest Region

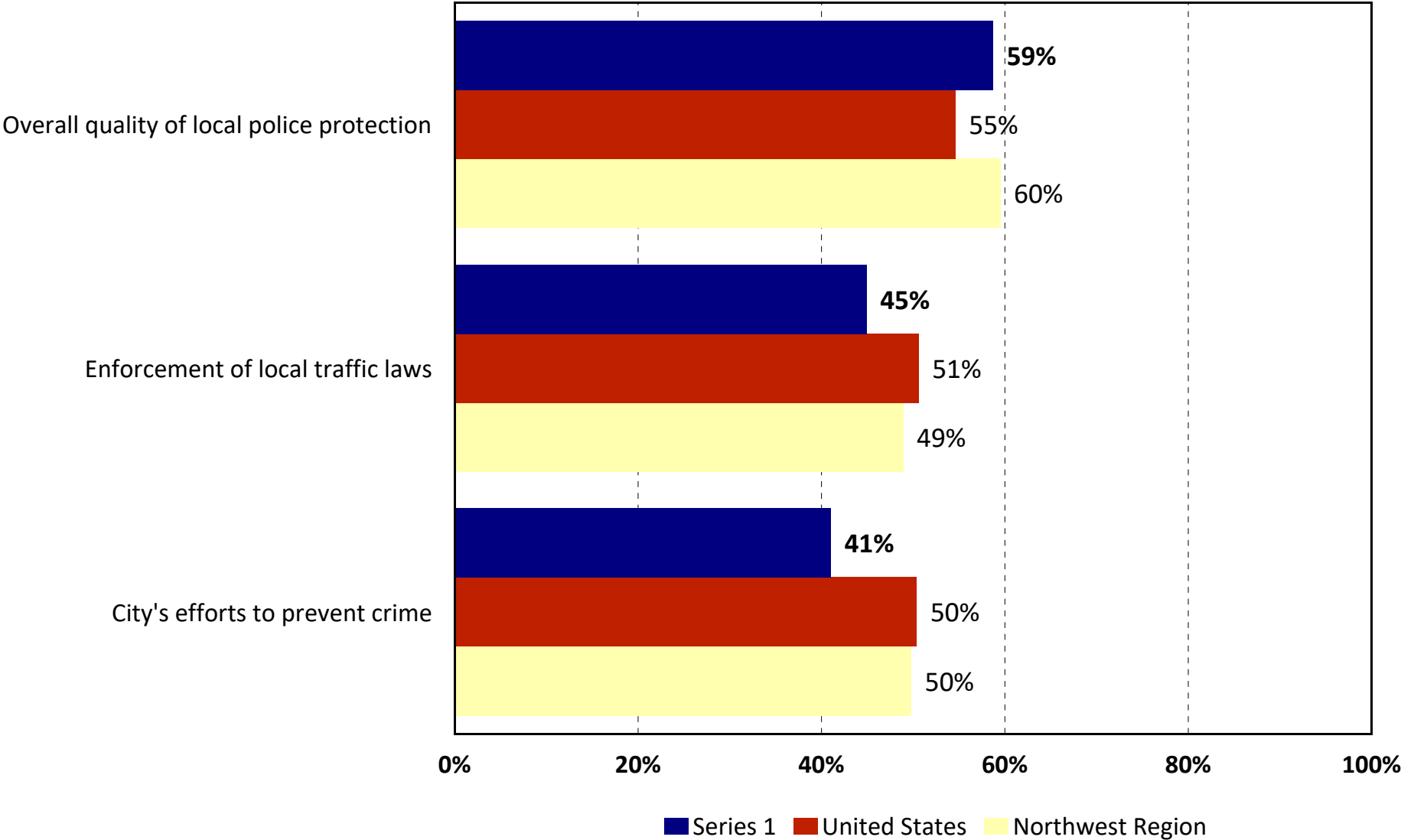
by percentage of respondents who gave positive ratings for the item (excluding don't knows)



Overall Satisfaction in Public Safety

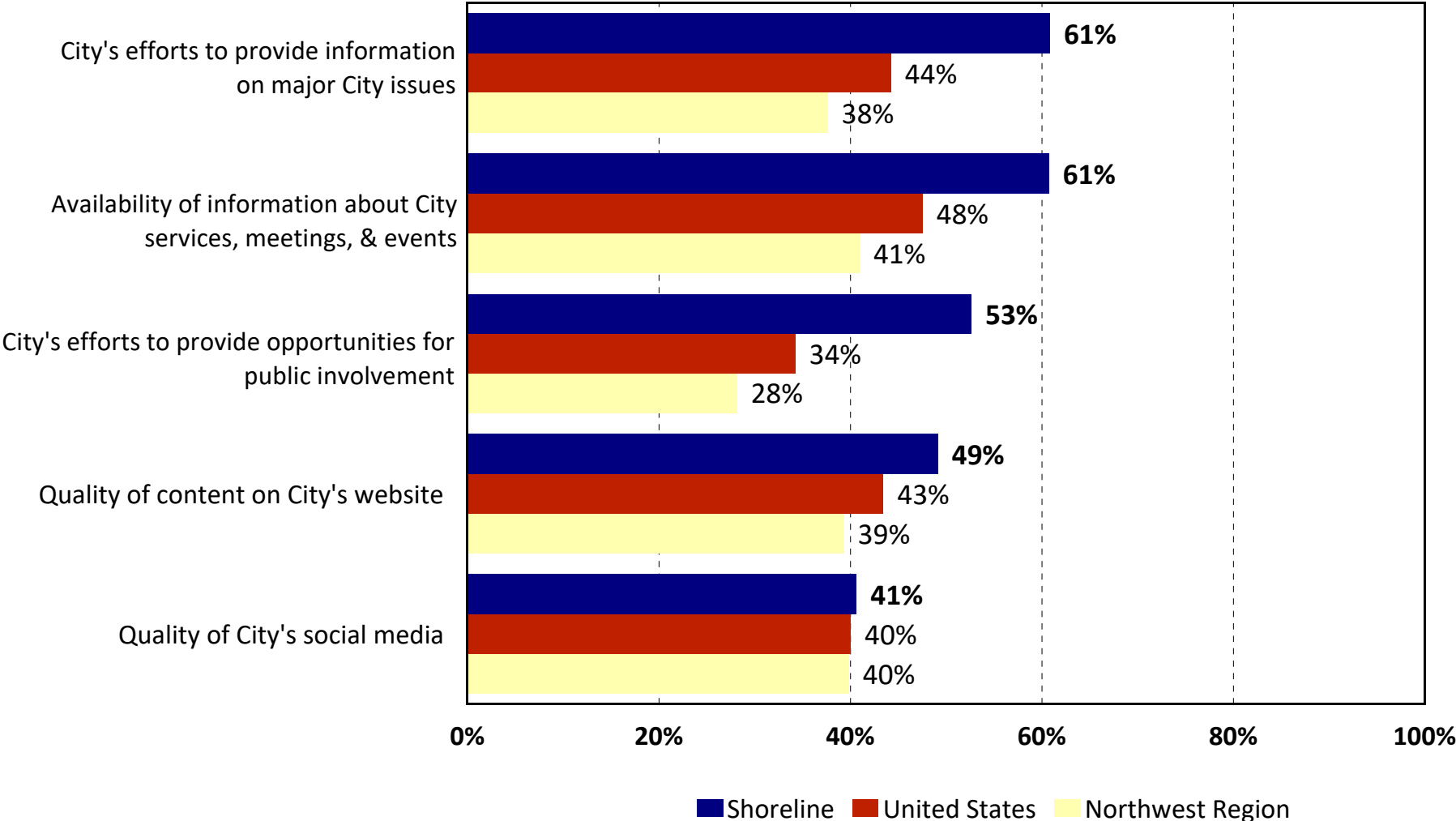
Shoreline vs. United States vs. the Northwest Region

by percentage of respondents who gave positive ratings for the item (excluding don't knows)



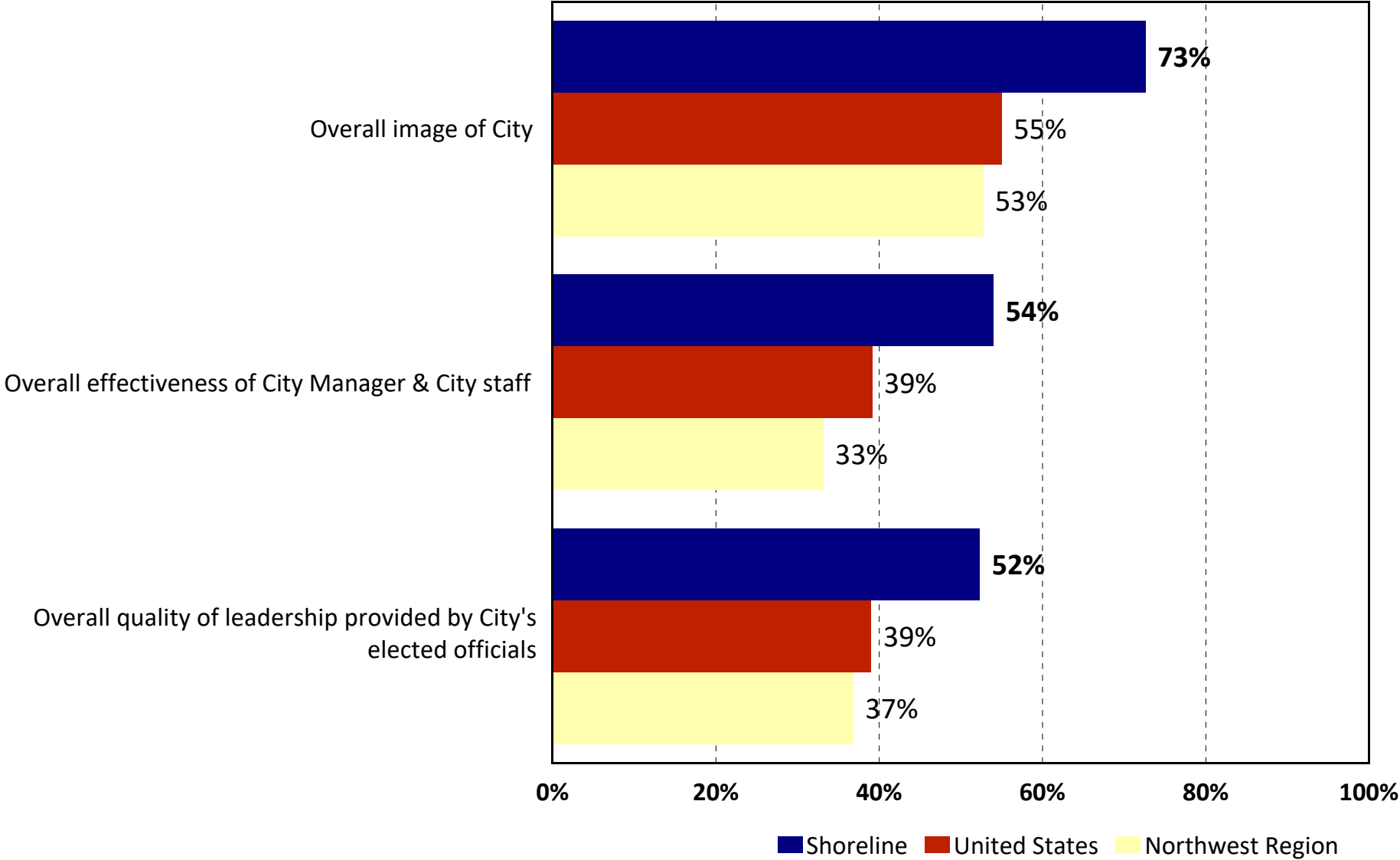
Overall Satisfaction with City Communication Shoreline vs. United States vs. the Northwest Region

by percentage of respondents who gave positive ratings for the item (excluding don't knows)



Overall Satisfaction in Leadership and Quality of Life Shoreline vs. United States vs. the Northwest Region

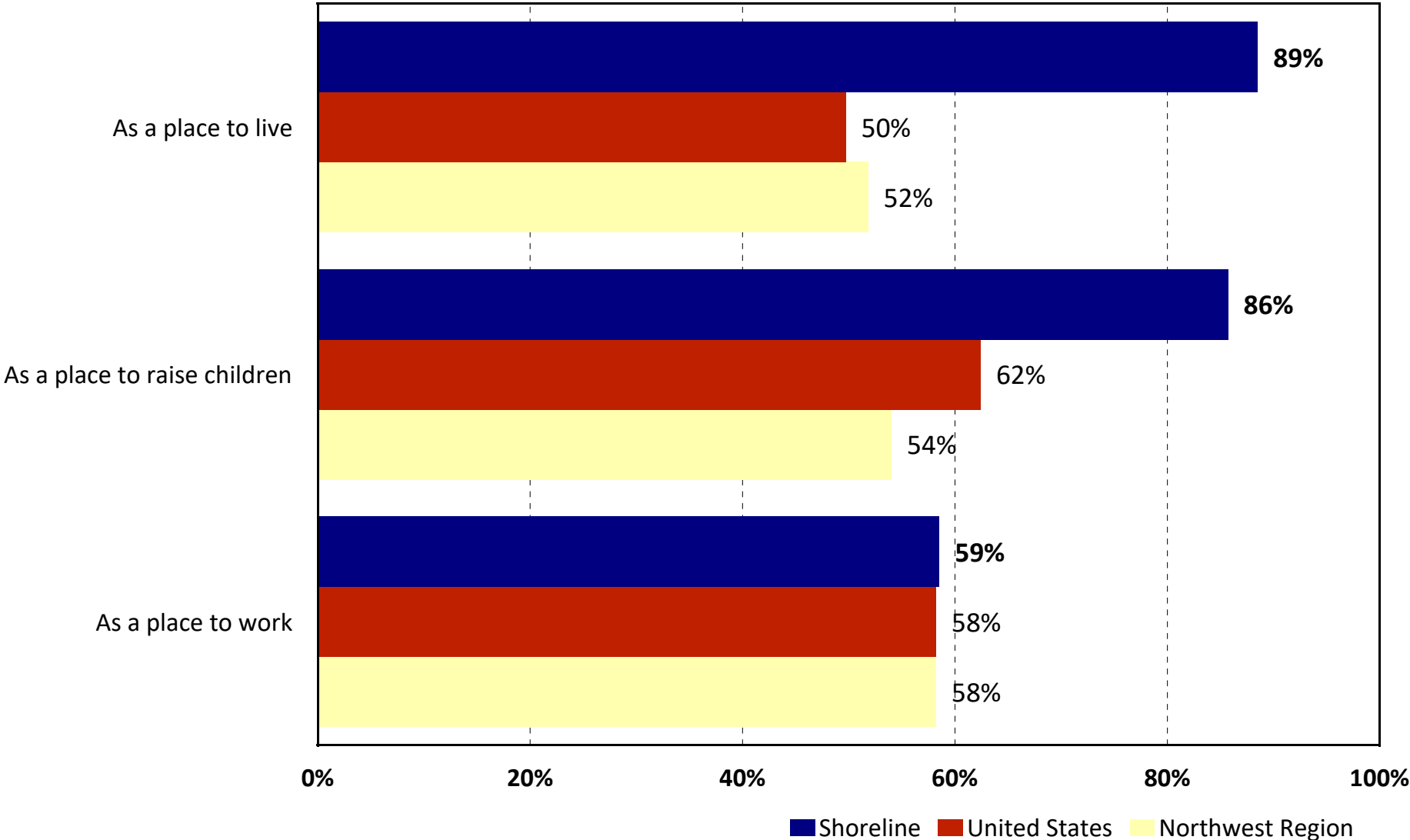
by percentage of respondents who gave positive ratings for the item (excluding don't knows)



Overall Ratings of the City

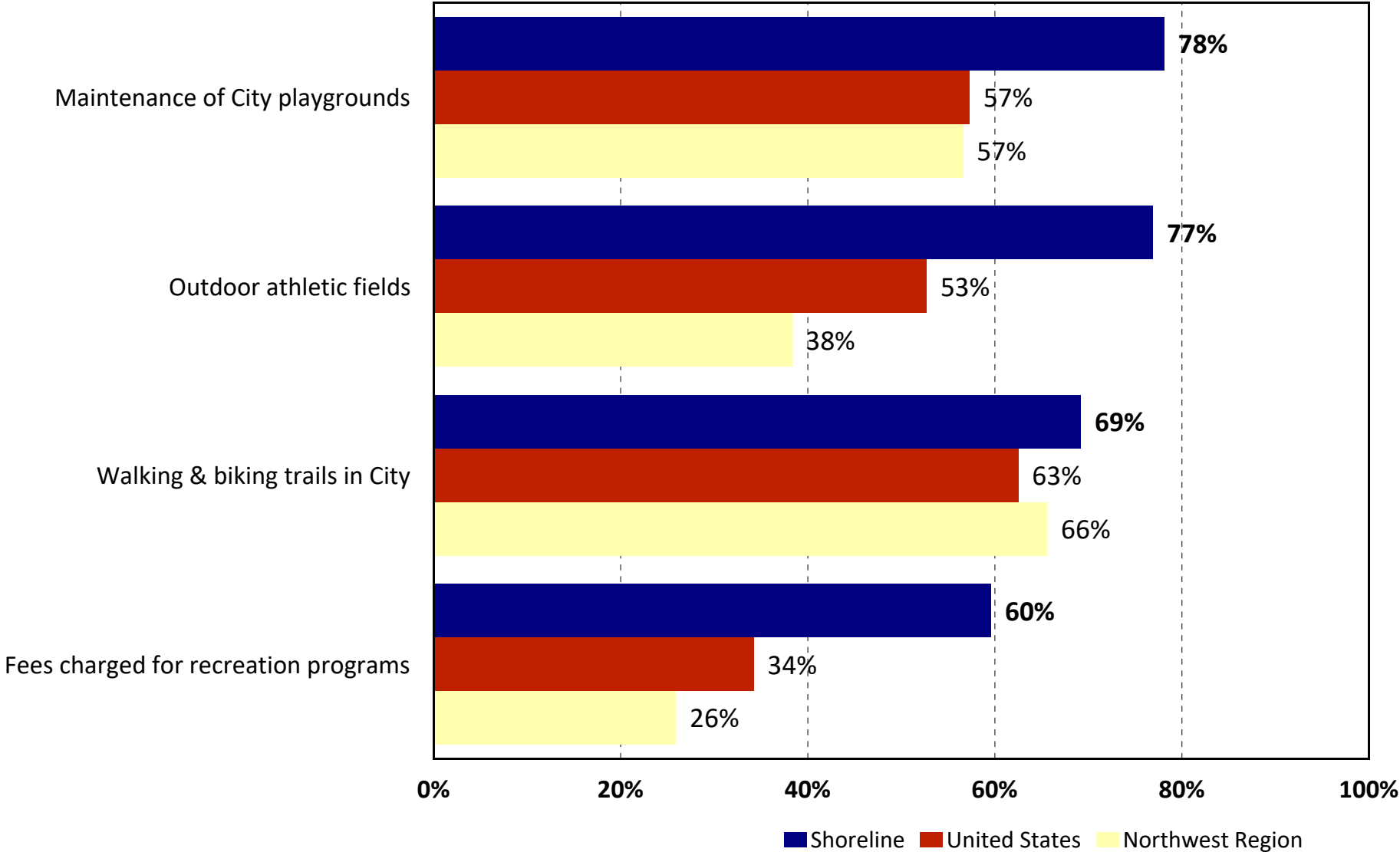
Shoreline vs. United States vs. the Northwest Region

by percentage of respondents who gave positive ratings for the item (excluding don't knows)



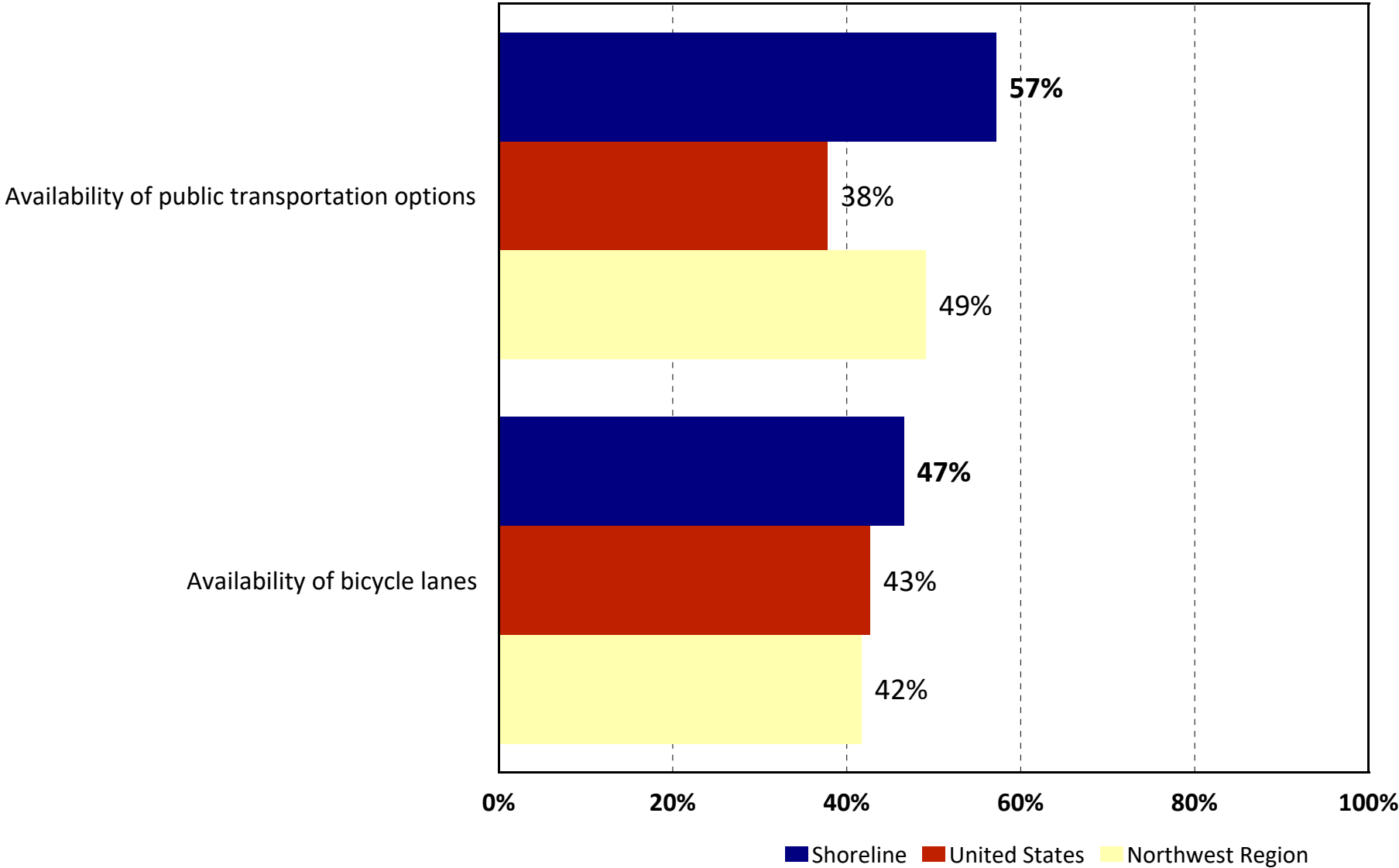
Overall Satisfaction with Parks and Recreation Shoreline vs. United States vs. the Northwest Region

by percentage of respondents who gave positive ratings for the item (excluding don't knows)



Satisfaction with Transportation and Land Use Shoreline vs. United States vs. the Northwest Region

by percentage of respondents who gave positive ratings for the item (excluding don't knows)



A graphic consisting of a dark blue horizontal bar. On the left side of the bar, there is a white circle containing the number '4' in a dark blue font. To the right of the circle, the text 'Importance-Satisfaction Analysis' is written in a white, sans-serif font, with 'Importance-Satisfaction' on the top line and 'Analysis' on the bottom line.

4 Importance-Satisfaction Analysis

Importance-Satisfaction Analysis



Overview

Today, community leaders have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (I-S) rating is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction (I-S) rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high.

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the City to provide. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "Don't Know" responses). "Don't Know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable.

I-S Rating = Importance x (1-Satisfaction)

Example of the Calculation

Respondents were asked to identify the major City services that are most important to emphasize over the next two years. More than half (55.4%) of the households selected "*overall response to homelessness*" as one of the most important services for the City to emphasize.

With regard to satisfaction, 26.6% of respondents surveyed rated "*overall response to homelessness*" as a "4" or "5" on a 5-point scale (where "5" means "Very Satisfied") excluding "Don't Know" responses. The I-S rating was calculated by multiplying the sum of the most important percentages by one minus the sum of the satisfaction percentages. In this example, 55.4% was multiplied by 73.4% (1-0.266). This calculation yielded an I-S rating of 0.4066, which ranked first out of eleven major categories of City services analyzed.

Importance-Satisfaction Analysis



The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top two choices of importance and 0% indicate they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one of the two most important areas.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- Definitely Increase Emphasis (I-S > 0.20)
- Increase Current Emphasis (I-S = 0.10 - 0.20)
- Maintain Current Emphasis (I-S < 0.10)

Tables showing the results for the City of Shoreline are provided on the following pages.

2022 Importance-Satisfaction Rating

Shoreline, Washington

Quality of Services and Facilities

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Overall response to homelessness	55%	1	27%	11	0.4066	1
High Priority (IS .10-.20)						
Overall quality of human services (e.g. support for people in times of need) offered by City	30%	3	38%	9	0.1900	2
Overall quality of police services	36%	2	59%	5	0.1507	3
Overall effectiveness of City's efforts to build an anti-racist community	23%	6	45%	8	0.1278	4
Overall effectiveness of City's efforts to sustain environmental quality	29%	4	57%	7	0.1241	5
Medium Priority (IS <.10)						
Overall effectiveness of City's code enforcement program	14%	9	34%	10	0.0953	6
Overall quality of City parks & recreation programs & facilities	28%	5	71%	1	0.0815	7
Overall quality of service provided by City of Shoreline	16%	8	62%	4	0.0595	8
Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	16%	7	64%	3	0.0584	9
Overall effectiveness of City communication with the public	11%	10	58%	6	0.0463	10
Overall quality of City's stormwater runoff/stormwater management system	8%	11	65%	2	0.0290	11

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2022 Importance-Satisfaction Rating Shoreline, Washington Maintenance Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Maintenance of sidewalks in Shoreline	33%	2	32%	10	0.2281	1
Overall maintenance of City streets	41%	1	51%	8	0.2007	2
High Priority (IS .10-.20)						
Overall cleanliness of City streets & other public areas	25%	3	57%	5	0.1068	3
Maintenance of streets in your neighborhood	22%	4	52%	7	0.1032	4
Medium Priority (IS <.10)						
Adequacy of City street lighting in your neighborhood	16%	5	52%	6	0.0778	5
Mowing & trimming along City streets & other public areas	14%	7	46%	9	0.0744	6
Maintenance of public trees along City streets	15%	6	59%	4	0.0634	7
Adequacy of storm drainage services in your neighborhood	9%	8	66%	3	0.0303	8
Adequacy of wastewater (sewer) system	6%	10	76%	2	0.0131	9
Garbage/recycling provider services	6%	9	84%	1	0.0088	10

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2022 Importance-Satisfaction Rating Shoreline, Washington City Codes and Ordinances

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Enforcing clean-up of garbage, junk, or debris on private property	44%	1	30%	2	0.3069	1
High Priority (IS .10-.20)						
Enforcing removal of abandoned/junk autos	25%	2	28%	3	0.1824	2
Enforcement of graffiti removal from private properties	18%	3	34%	1	0.1220	3

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the highest priority most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2022 Importance-Satisfaction Rating

Shoreline, Washington

Public Safety

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Response to property crime	34%	1	29%	7	0.2410	1
High Priority (IS .10-.20)						
Response to drug activity	25%	4	22%	9	0.1958	2
Shoreline's Police Department's response to situations involving individuals with cognitive or mental challenges	28%	3	39%	6	0.1673	3
City's efforts to prevent crime	28%	2	41%	5	0.1664	4
Medium Priority (IS <.10)						
Response to prostitution activity	13%	7	28%	8	0.0928	5
Overall quality of local police protection	16%	6	59%	3	0.0648	6
Level of respect Shoreline Police officers show residents regardless of race, gender, age, or other factors	16%	5	61%	1	0.0633	7
Enforcement of local traffic laws	9%	9	45%	4	0.0485	8
Your level of trust in officers to do the right thing	10%	8	60%	2	0.0396	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2022 Importance-Satisfaction Rating

Shoreline, Washington

Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
Walking & biking trails in City	35%	2	69%	4	0.1072	1
Maintenance of City parks	53%	1	80%	1	0.1064	2
Medium Priority (IS <.10)						
Variety of culturally diverse programs	18%	4	47%	8	0.0938	3
Quality of access to City parks for persons with disabilities	17%	5	51%	7	0.0827	4
Variety of recreation programs	16%	6	61%	5	0.0635	5
Maintenance of City playgrounds	23%	3	78%	2	0.0512	6
Fees charged for recreation programs	5%	8	60%	6	0.0218	7
Outdoor athletic fields	7%	7	77%	3	0.0159	8

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2022 Importance-Satisfaction Rating Shoreline, Washington Transportation and Land Use

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Availability of sidewalks in your neighborhood	36%	1	24%	7	0.2706	1
High Priority (IS .10-.20)						
Availability of sidewalks on major streets & routes	26%	2	38%	4	0.1595	2
Traffic calming measures in your neighborhood	24%	3	39%	3	0.1456	3
Quality of sidewalks in Shoreline	20%	6	31%	6	0.1410	4
City's efforts for supporting alternative means of transportation such as transit, bicycling, walking	22%	5	38%	5	0.1358	5
Quality of sidewalks for people with mobility challenges	16%	7	18%	8	0.1299	6
Availability of public transportation options	24%	4	57%	1	0.1019	7
Medium Priority (IS <.10)						
Availability of bicycle lanes	10%	8	47%	2	0.0523	8

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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5

Tabular Data

Q1. Please indicate how the COVID-19 pandemic impacted your financial situation.

Q1. How did COVID-19 pandemic impact your financial situation	Number	Percent
I have not been impacted financially because of COVID-19	454	56.8 %
My financial situation improved because of COVID-19	59	7.4 %
My work hours were reduced	77	9.6 %
I lost my job	49	6.1 %
Projects/contracts were postponed	100	12.5 %
Sales were down at my company/business	100	12.5 %
I was sick & unable to work	36	4.5 %
My financial condition was impacted early in the pandemic, but has improved	134	16.8 %
Other	36	4.5 %
Total	1045	

Q1-9. Other

- Able to work from home
- Able to work from home-no work commute.
- Can not do yardwork
- During the pandemic, housing grew 40% which makes it impossible for my family to become homeowners and increasingly more difficult to afford rent.
- Expenses increase has caused extreme cutbacks
- Finances tanked and haven't improved
- Financial condition impacted due to high cost of gas and food
- Government money
- Had to leave work to care for family
- HAD TO STAY HOME WITH KIDS FOR ZOOM SCHOOL
- Had to take a lower wage job to make ends meet.
- High prices of goods & services
- High risk family, had to use FMLA (non-paid).
- Housing market caused us to be able to not buy houses.
- I was earning less than my partner and when covid impacted our childcare situation I had to quit my job and have no my been able to afford to pay for childcare to return to work.
- I work in medical field. Worked all the way through 2 years.
- Inflation!
- Living cost increased
- My financial condition continues to be impacted by shutdowns
- My financial condition was impacted and remains impacted.
- My husband died from COVID
- My renter refused to pay three months then moved out after damaging the house! To buy his family home!!!
- My taxes
- My work hours were increased.

Q1-9. Other

- No change in my financial conditions
- Not spending as much
- OK, we did not get sick
- Pay care do sure reduced hours worked
- Return to work opportunities disappeared, am now long term unemployed.
- Rising cost of everything
- roommates left due to COVID.
- salary reduction of 50 %
- Self-employed and business was impacted during the pandemic. Business continues to be extremely slow due to the pandemic and inflation, and other???
- Still making up for lost wages
- Stock prices are down.
- While my overall financial situation has improved due to COVID-19 (mainly because we were required to stay home which resulted in spending less money), I am spending more money due to fallout from the pandemic (e.g., global supply chain issues, increased inflation, market volatility, etc.).

Q2. Are you still experiencing any financial impacts as a result of the COVID-19 pandemic?

Q2. Are you still experiencing any financial impacts as a result of COVID-19 pandemic	Number	Percent
Yes	190	23.8 %
No	610	76.3 %
Total	800	100.0 %

Q3. What do you believe will have the biggest impact on your financial situation in the coming months?

Q3. What will have biggest impact on your financial situation in coming months	Number	Percent
Inflation	461	57.6 %
COVID-19 pandemic	24	3.0 %
Potential recession	179	22.4 %
Issues with global supply chain	70	8.8 %
Other	42	5.3 %
Not provided	24	3.0 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"

Q3. What do you believe will have the biggest impact on your financial situation in the coming months? (without "not provided")

Q3. What will have biggest impact on your financial situation in coming months	Number	Percent
Inflation	461	59.4 %
COVID-19 pandemic	24	3.1 %
Potential recession	179	23.1 %
Issues with global supply chain	70	9.0 %
Other	42	5.4 %
Total	776	100.0 %

Q3-5. Other

- Affordable childcare options
- Age related complications
- Another pandemic
- Change in plumbing regulations
- Child
- City/State Taxes
- Coming divorce
- Daycare costs
- Democrats
- Difficulty finding high-quality childcare
- End of our bankruptcy
- gas prices
- gas prices
- gas prices
- gas prices
- Health

Q3-5. Other

- Health care costs that are more than insurance or medicare cover.
- Housing
- Housing affordability
- Housing prices
- Increasing property taxes.
- Inflation, supply chain and looming recession.
- Interest rate increases and continued escalation of home prices will have an impact on my next home purchase, and may force me to leave Shoreline and look elsewhere.
- Medical leave
- Need for overall investigation and restructuring of our government from top to bottom.
- New job
- People panicking.
- Political unrest
- Property tax increase.
- Property taxes.
- Property taxes.
- Record profits for big corporations. Billionaires not paying their fair share. Price gouging.
- Reduced value of invested savings
- Retirement
- Self-employed and business was impacted during the pandemic. Business continues to be extremely slow due to the pandemic and inflation, and other???
- Still hoping to return to work
- stock market downturn
- Stock market
- Tax
- Time

Q4. Have you worked remotely during the COVID-19 Pandemic?

Q4. Have you worked remotely during COVID-19 pandemic	Number	Percent
Yes	442	55.3 %
No	358	44.8 %
Total	800	100.0 %

Q5. If you have worked remotely, do you have plans to continue to work remotely in the future?

Q5. Do you have plans to continue to work remotely in the future	Number	Percent
Yes, full-time remote	106	24.0 %
Yes, hybrid in-person/remote	218	49.3 %
No, I don't have plans to work remotely	89	20.1 %
Not provided	29	6.6 %
Total	442	100.0 %

WITHOUT "NOT PROVIDED"**Q5. If you have worked remotely, do you have plans to continue to work remotely in the future? (without "not provided")**

Q5. Do you have plans to continue to work remotely in the future	Number	Percent
Yes, full-time remote	106	25.7 %
Yes, hybrid in-person/remote	218	52.8 %
No, I don't have plans to work remotely	89	21.5 %
Total	413	100.0 %

Q6. Quality of Services and Facilities. Please rate your overall satisfaction with the following major categories of services provided by the City of Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q6-1. Overall quality of police services	15.8%	34.6%	26.8%	5.6%	3.3%	14.0%
Q6-2. Overall quality of City parks & recreation programs & facilities	20.4%	47.4%	20.6%	6.0%	1.3%	4.4%
Q6-3. Overall effectiveness of City's code enforcement program	5.0%	17.8%	30.5%	9.6%	4.4%	32.8%
Q6-4. Overall effectiveness of City communication with the public	16.1%	36.9%	28.8%	8.3%	2.3%	7.8%
Q6-5. Overall quality of City's stormwater runoff/stormwater management system	13.5%	41.4%	23.5%	5.4%	1.1%	15.1%
Q6-6. Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	14.9%	48.8%	23.0%	10.6%	1.9%	0.9%
Q6-7. Overall quality of human services (e.g., support for people in times of need) offered by City	5.6%	18.4%	28.4%	9.1%	2.5%	36.0%
Q6-8. Overall effectiveness of City's efforts to sustain environmental quality	10.3%	38.8%	25.3%	9.8%	2.5%	13.5%
Q6-9. Overall quality of service provided by City of Shoreline	11.4%	46.5%	29.9%	4.9%	1.3%	6.1%
Q6-10. Overall effectiveness of City's efforts to build an anti-racist community	8.0%	24.8%	29.4%	8.1%	2.8%	27.0%
Q6-11. Overall response to homelessness	5.0%	16.1%	25.1%	23.5%	9.9%	20.4%

WITHOUT "DON'T KNOW"**Q6. Quality of Services and Facilities. Please rate your overall satisfaction with the following major categories of services provided by the City of Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")**

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q6-1. Overall quality of police services	18.3%	40.3%	31.1%	6.5%	3.8%
Q6-2. Overall quality of City parks & recreation programs & facilities	21.3%	49.5%	21.6%	6.3%	1.3%
Q6-3. Overall effectiveness of City's code enforcement program	7.4%	26.4%	45.4%	14.3%	6.5%
Q6-4. Overall effectiveness of City communication with the public	17.5%	40.0%	31.2%	8.9%	2.4%
Q6-5. Overall quality of City's stormwater runoff/stormwater management system	15.9%	48.7%	27.7%	6.3%	1.3%
Q6-6. Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	15.0%	49.2%	23.2%	10.7%	1.9%
Q6-7. Overall quality of human services (e.g., support for people in times of need) offered by City	8.8%	28.7%	44.3%	14.3%	3.9%
Q6-8. Overall effectiveness of City's efforts to sustain environmental quality	11.8%	44.8%	29.2%	11.3%	2.9%
Q6-9. Overall quality of service provided by City of Shoreline	12.1%	49.5%	31.8%	5.2%	1.3%
Q6-10. Overall effectiveness of City's efforts to build an anti-racist community	11.0%	33.9%	40.2%	11.1%	3.8%
Q6-11. Overall response to homelessness	6.3%	20.3%	31.6%	29.5%	12.4%

Q7. Which THREE of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q7. Top choice</u>	<u>Number</u>	<u>Percent</u>
Overall quality of police services	164	20.5 %
Overall quality of City parks & recreation programs & facilities	55	6.9 %
Overall effectiveness of City's code enforcement program	31	3.9 %
Overall effectiveness of City communication with the public	17	2.1 %
Overall quality of City's stormwater runoff/stormwater management system	16	2.0 %
Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	40	5.0 %
Overall quality of human services (e.g., support for people in times of need) offered by City	69	8.6 %
Overall effectiveness of City's efforts to sustain environmental quality	80	10.0 %
Overall quality of service provided by City of Shoreline	25	3.1 %
Overall effectiveness of City's efforts to build an anti-racist community	40	5.0 %
Overall response to homelessness	197	24.6 %
<u>None chosen</u>	<u>66</u>	<u>8.3 %</u>
Total	800	100.0 %

Q7. Which THREE of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q7. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Overall quality of police services	61	7.6 %
Overall quality of City parks & recreation programs & facilities	97	12.1 %
Overall effectiveness of City's code enforcement program	41	5.1 %
Overall effectiveness of City communication with the public	32	4.0 %
Overall quality of City's stormwater runoff/stormwater management system	19	2.4 %
Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	43	5.4 %
Overall quality of human services (e.g., support for people in times of need) offered by City	108	13.5 %
Overall effectiveness of City's efforts to sustain environmental quality	68	8.5 %
Overall quality of service provided by City of Shoreline	40	5.0 %
Overall effectiveness of City's efforts to build an anti-racist community	79	9.9 %
Overall response to homelessness	128	16.0 %
<u>None chosen</u>	<u>84</u>	<u>10.5 %</u>
Total	800	100.0 %

Q7. Which THREE of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q7. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
Overall quality of police services	66	8.3 %
Overall quality of City parks & recreation programs & facilities	71	8.9 %
Overall effectiveness of City's code enforcement program	43	5.4 %
Overall effectiveness of City communication with the public	38	4.8 %
Overall quality of City's stormwater runoff/stormwater management system	30	3.8 %
Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	47	5.9 %
Overall quality of human services (e.g., support for people in times of need) offered by City	66	8.3 %
Overall effectiveness of City's efforts to sustain environmental quality	81	10.1 %
Overall quality of service provided by City of Shoreline	59	7.4 %
Overall effectiveness of City's efforts to build an anti-racist community	66	8.3 %
Overall response to homelessness	118	14.8 %
None chosen	115	14.4 %
Total	800	100.0 %

SUM OF TOP 3 CHOICES

Q7. Which THREE of the items listed in Question 6 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 3)

<u>Q7. Sum of top 3 choices</u>	<u>Number</u>	<u>Percent</u>
Overall quality of police services	291	36.4 %
Overall quality of City parks & recreation programs & facilities	223	27.9 %
Overall effectiveness of City's code enforcement program	115	14.4 %
Overall effectiveness of City communication with the public	87	10.9 %
Overall quality of City's stormwater runoff/stormwater management system	65	8.1 %
Overall travel time for trips on Shoreline streets (excluding I-5 & signals to I-5)	130	16.3 %
Overall quality of human services (e.g., support for people in times of need) offered by City	243	30.4 %
Overall effectiveness of City's efforts to sustain environmental quality	229	28.6 %
Overall quality of service provided by City of Shoreline	124	15.5 %
Overall effectiveness of City's efforts to build an anti-racist community	185	23.1 %
Overall response to homelessness	443	55.4 %
None chosen	66	8.3 %
Total	2201	

Q8. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the following maintenance services provided by the City of Shoreline.

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q8-1. Overall maintenance of City streets	6.4%	43.5%	23.0%	20.1%	5.5%	1.5%
Q8-2. Maintenance of streets in your neighborhood	9.3%	41.6%	23.0%	18.3%	5.8%	2.1%
Q8-3. Maintenance of sidewalks in Shoreline	3.6%	25.9%	29.0%	25.0%	9.5%	7.0%
Q8-4. Mowing & trimming along City streets & other public areas	6.4%	38.3%	29.9%	15.9%	6.5%	3.1%
Q8-5. Overall cleanliness of City streets & other public areas	8.3%	47.9%	27.8%	12.3%	1.9%	2.0%
Q8-6. Adequacy of City street lighting in your neighborhood	10.3%	40.6%	23.5%	18.4%	5.3%	2.0%
Q8-7. Adequacy of storm drainage services in your neighborhood	13.9%	48.3%	22.0%	7.0%	3.1%	5.8%
Q8-8. Garbage/recycling provider services	29.6%	53.1%	10.5%	3.8%	1.3%	1.8%
Q8-9. Maintenance of public trees along City streets	9.9%	47.0%	24.6%	11.0%	4.1%	3.4%
Q8-10. Adequacy of wastewater (sewer) system in your neighborhood	19.6%	51.5%	19.4%	2.0%	0.9%	6.6%

WITHOUT "DON'T KNOW"

Q8. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with the following maintenance services provided by the City of Shoreline. (without "don't know")

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q8-1. Overall maintenance of City streets	6.5%	44.2%	23.4%	20.4%	5.6%
Q8-2. Maintenance of streets in your neighborhood	9.5%	42.5%	23.5%	18.6%	5.9%
Q8-3. Maintenance of sidewalks in Shoreline	3.9%	27.8%	31.2%	26.9%	10.2%
Q8-4. Mowing & trimming along City streets & other public areas	6.6%	39.5%	30.8%	16.4%	6.7%
Q8-5. Overall cleanliness of City streets & other public areas	8.4%	48.9%	28.3%	12.5%	1.9%
Q8-6. Adequacy of City street lighting in your neighborhood	10.5%	41.5%	24.0%	18.8%	5.4%
Q8-7. Adequacy of storm drainage services in your neighborhood	14.7%	51.2%	23.3%	7.4%	3.3%
Q8-8. Garbage/recycling provider services	30.2%	54.1%	10.7%	3.8%	1.3%
Q8-9. Maintenance of public trees along City streets	10.2%	48.6%	25.5%	11.4%	4.3%
Q8-10. Adequacy of wastewater (sewer) system in your neighborhood	21.0%	55.2%	20.7%	2.1%	0.9%

Q9. Which TWO of the maintenance services listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q9. Top choice</u>	<u>Number</u>	<u>Percent</u>
Overall maintenance of City streets	229	28.6 %
Maintenance of streets in your neighborhood	88	11.0 %
Maintenance of sidewalks in Shoreline	138	17.3 %
Mowing & trimming along City streets & other public areas	48	6.0 %
Overall cleanliness of City streets & other public areas	79	9.9 %
Adequacy of City street lighting in your neighborhood	59	7.4 %
Adequacy of storm drainage services in your neighborhood	33	4.1 %
Garbage/recycling provider services	25	3.1 %
Maintenance of public trees along City streets	42	5.3 %
Adequacy of wastewater (sewer) system in your neighborhood	15	1.9 %
None chosen	44	5.5 %
Total	800	100.0 %

Q9. Which TWO of the maintenance services listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q9. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Overall maintenance of City streets	97	12.1 %
Maintenance of streets in your neighborhood	84	10.5 %
Maintenance of sidewalks in Shoreline	129	16.1 %
Mowing & trimming along City streets & other public areas	62	7.8 %
Overall cleanliness of City streets & other public areas	121	15.1 %
Adequacy of City street lighting in your neighborhood	70	8.8 %
Adequacy of storm drainage services in your neighborhood	38	4.8 %
Garbage/recycling provider services	20	2.5 %
Maintenance of public trees along City streets	81	10.1 %
Adequacy of wastewater (sewer) system in your neighborhood	29	3.6 %
None chosen	69	8.6 %
Total	800	100.0 %

SUM OF TOP 2 CHOICES**Q9. Which TWO of the maintenance services listed in Question 8 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)**

<u>Q9. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Overall maintenance of City streets	326	40.8 %
Maintenance of streets in your neighborhood	172	21.5 %
Maintenance of sidewalks in Shoreline	267	33.4 %
Mowing & trimming along City streets & other public areas	110	13.8 %
Overall cleanliness of City streets & other public areas	200	25.0 %
Adequacy of City street lighting in your neighborhood	129	16.1 %
Adequacy of storm drainage services in your neighborhood	71	8.9 %
Garbage/recycling provider services	45	5.6 %
Maintenance of public trees along City streets	123	15.4 %
Adequacy of wastewater (sewer) system in your neighborhood	44	5.5 %
None chosen	44	5.5 %
Total	1531	

Q10. Enforcement of City Codes and Ordinances. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with each of the following.

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q10-1. Enforcing clean-up of garbage, junk, or debris on private property	4.6%	19.5%	29.0%	19.4%	6.8%	20.8%
Q10-2. Enforcing removal of abandoned/junk autos	4.8%	17.6%	31.8%	17.8%	7.4%	20.8%
Q10-3. Enforcement of graffiti removal from private properties	6.0%	19.5%	31.4%	13.6%	5.1%	24.4%

WITHOUT "DON'T KNOW"

Q10. Enforcement of City Codes and Ordinances. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with each of the following. (without "don't know")

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q10-1. Enforcing clean-up of garbage, junk, or debris on private property	5.8%	24.6%	36.6%	24.4%	8.5%
Q10-2. Enforcing removal of abandoned/junk autos	6.0%	22.2%	40.1%	22.4%	9.3%
Q10-3. Enforcement of graffiti removal from private properties	7.9%	25.8%	41.5%	18.0%	6.8%

Q11. Which ONE of the City Codes and Ordinances items listed in Question 10 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q11. Top choice	Number	Percent
Enforcing clean-up of garbage, junk, or debris on private property	353	44.1 %
Enforcing removal of abandoned/junk autos	203	25.4 %
Enforcement of graffiti removal from private properties	147	18.4 %
None chosen	97	12.1 %
Total	800	100.0 %

Q12. Public Safety. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following public safety services provided by the City of Shoreline.

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q12-1. Overall quality of local police protection	13.0%	37.6%	26.0%	5.9%	3.9%	13.6%
Q12-2. City's efforts to prevent crime	5.8%	26.5%	29.6%	11.8%	5.0%	21.4%
Q12-3. Enforcement of local traffic laws	6.4%	31.9%	30.1%	12.3%	4.5%	14.9%
Q12-4. Response to drug activity	3.1%	11.6%	28.5%	14.4%	8.3%	34.1%
Q12-5. Response to prostitution activity	4.4%	13.8%	24.0%	12.9%	9.6%	35.4%
Q12-6. Response to property crime (e.g., burglary, mail theft, car prowling)	4.0%	17.5%	24.5%	18.9%	10.5%	24.6%
Q12-7. Level of respect Shoreline Police officers show residents regardless of race, gender, age, or other factors	17.5%	26.8%	20.6%	4.3%	3.5%	27.4%
Q12-8. Your level of trust in officers to do the right thing	19.1%	34.1%	25.6%	6.9%	3.6%	10.6%
Q12-9. Shoreline Police Department's response to situations involving individuals with behavioral/mental health issues	7.3%	15.6%	24.1%	7.1%	3.9%	42.0%

WITHOUT "DON'T KNOW"

Q12. Public Safety. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following public safety services provided by the City of Shoreline. (without "don't know")

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q12-1. Overall quality of local police protection	15.1%	43.6%	30.1%	6.8%	4.5%
Q12-2. City's efforts to prevent crime	7.3%	33.7%	37.7%	14.9%	6.4%
Q12-3. Enforcement of local traffic laws	7.5%	37.4%	35.4%	14.4%	5.3%
Q12-4. Response to drug activity	4.7%	17.6%	43.3%	21.8%	12.5%
Q12-5. Response to prostitution activity	6.8%	21.3%	37.1%	19.9%	14.9%
Q12-6. Response to property crime (e.g., burglary, mail theft, car prowl)	5.3%	23.2%	32.5%	25.0%	13.9%
Q12-7. Level of respect Shoreline Police officers show residents regardless of race, gender, age, or other factors	24.1%	36.8%	28.4%	5.9%	4.8%
Q12-8. Your level of trust in officers to do the right thing	21.4%	38.2%	28.7%	7.7%	4.1%
Q12-9. Shoreline Police Department's response to situations involving individuals with behavioral/mental health issues	12.5%	26.9%	41.6%	12.3%	6.7%

Q13. Which TWO of the Public Safety items listed in Question 12 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q13. Top choice</u>	<u>Number</u>	<u>Percent</u>
Overall quality of local police protection	85	10.6 %
City's efforts to prevent crime	121	15.1 %
Enforcement of local traffic laws	43	5.4 %
Response to drug activity	98	12.3 %
Response to prostitution activity	52	6.5 %
Response to property crime (e.g., burglary, mail theft, car prowl)	117	14.6 %
Level of respect Shoreline Police officers show residents regardless of race, gender, age, or other factors	53	6.6 %
Your level of trust in officers to do the right thing	35	4.4 %
Shoreline Police Department's response to situations involving individuals with behavioral/mental health issues	118	14.8 %
None chosen	78	9.8 %
Total	800	100.0 %

Q13. Which TWO of the Public Safety items listed in Question 12 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q13. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Overall quality of local police protection	41	5.1 %
City's efforts to prevent crime	105	13.1 %
Enforcement of local traffic laws	27	3.4 %
Response to drug activity	103	12.9 %
Response to prostitution activity	51	6.4 %
Response to property crime (e.g., burglary, mail theft, car prowl)	153	19.1 %
Level of respect Shoreline Police officers show residents regardless of race, gender, age, or other factors	77	9.6 %
Your level of trust in officers to do the right thing	43	5.4 %
Shoreline Police Department's response to situations involving individuals with behavioral/mental health issues	102	12.8 %
None chosen	98	12.3 %
Total	800	100.0 %

SUM OF TOP 2 CHOICES**Q13. Which TWO of the Public Safety items listed in Question 12 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (TOP 2)**

<u>Q13. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Overall quality of local police protection	126	15.8 %
City's efforts to prevent crime	226	28.3 %
Enforcement of local traffic laws	70	8.8 %
Response to drug activity	201	25.1 %
Response to prostitution activity	103	12.9 %
Response to property crime (e.g., burglary, mail theft, car prowl)	270	33.8 %
Level of respect Shoreline Police officers show residents regardless of race, gender, age, or other factors	130	16.3 %
Your level of trust in officers to do the right thing	78	9.8 %
Shoreline Police Department's response to situations involving individuals with behavioral/mental health issues	220	27.5 %
None chosen	78	9.8 %
Total	1502	

Q14. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations.

(N=800)

	Very safe	Safe	Neutral	Unsafe	Very unsafe	Don't know
Q14-1. In your neighborhood during the day	52.4%	38.1%	5.9%	1.4%	0.5%	1.8%
Q14-2. In your neighborhood at night	19.8%	46.5%	19.3%	10.9%	1.5%	2.1%
Q14-3. In City parks & trails	10.3%	41.3%	26.4%	12.8%	2.6%	6.8%
Q14-4. In other public areas in Shoreline	10.6%	46.4%	27.1%	10.4%	1.3%	4.3%
Q14-5. Overall feeling of safety in Shoreline	15.1%	56.4%	20.3%	5.6%	0.9%	1.8%

WITHOUT "DON'T KNOW"

Q14. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations. (without "don't know")

(N=800)

	Very safe	Safe	Neutral	Unsafe	Very unsafe
Q14-1. In your neighborhood during the day	53.3%	38.8%	6.0%	1.4%	0.5%
Q14-2. In your neighborhood at night	20.2%	47.5%	19.7%	11.1%	1.5%
Q14-3. In City parks & trails	11.0%	44.2%	28.3%	13.7%	2.8%
Q14-4. In other public areas in Shoreline	11.1%	48.4%	28.3%	10.8%	1.3%
Q14-5. Overall feeling of safety in Shoreline	15.4%	57.4%	20.6%	5.7%	0.9%

Q15. City Communications. From which of the following have you received information about City projects, issues, services, and events?

Q15. From which following have you received information about City projects, issues, services, & events	Number	Percent
City newsletter "CURRENTS"	722	90.3 %
City's Parks & Recreation Guide	623	77.9 %
City cable channel (Comcast 21, Ziplly 27)	19	2.4 %
City website	221	27.6 %
City's social media sites (e.g., Facebook, Twitter, Instagram)	104	13.0 %
Television news	128	16.0 %
Online resources (e.g., Shoreline Area News, Nextdoor, Facebook groups)	393	49.1 %
Involvement in neighborhood association or Shoreline Watch	88	11.0 %
Alert Shoreline (City emails)	113	14.1 %
Other	24	3.0 %
Total	2435	

Q15-10. Other

- City employees
- Emails from Suni from City if Shoreline keeps me updated on what's happening around Shoreline
- Find It Fix It
- Follow It Shoreline Area News
- From neighbors.
- Letters in the mail
- Local newspaper
- Local newspaper
- Mail
- Mail
- Neighborhood watch app
- Neighbors
- Nextdoor
- Nextdoor
- Personal invitation to a community meeting in Richmond Highlands coordinated by Courtney Ewing & Kathy Plant – it was FANTASTIC!
- Ecology
- Richmond Beach News
- Richmond Beach News
- Save the trees.
- See click fix
- Signs
- Signs
- The Black Coffee Company on aurora spends a lot of time sharing events happening in the community.
- Word of mouth, chatting at Starbucks

Q16. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q16-1. Availability of information about City services, meetings, & events	15.8%	40.3%	28.5%	5.8%	2.1%	7.6%
Q16-2. City's efforts to provide information on major City issues (e.g., capital projects)	16.4%	40.3%	24.3%	10.1%	2.3%	6.8%
Q16-3. City's efforts to provide opportunities for public involvement	12.9%	34.9%	30.3%	10.1%	2.6%	9.3%
Q16-4. Quality of the content on City's website	7.1%	25.6%	29.5%	3.4%	1.1%	33.3%
Q16-5. Quality of the content in City's newsletter "CURRENTS"	21.1%	46.8%	22.4%	2.1%	0.8%	6.9%
Q16-6. Quality of City's social media	3.9%	16.3%	26.5%	2.0%	0.9%	50.5%

WITHOUT "DON'T KNOW"

Q16. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following. (without "don't know")

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q16-1. Availability of information about City services, meetings, & events	17.1%	43.6%	30.9%	6.2%	2.3%
Q16-2. City's efforts to provide information on major City issues (e.g., capital projects)	17.6%	43.2%	26.0%	10.9%	2.4%
Q16-3. City's efforts to provide opportunities for public involvement	14.2%	38.4%	33.3%	11.2%	2.9%
Q16-4. Quality of the content on City's website	10.7%	38.4%	44.2%	5.1%	1.7%
Q16-5. Quality of the content in City's newsletter "CURRENTS"	22.7%	50.2%	24.0%	2.3%	0.8%
Q16-6. Quality of City's social media	7.8%	32.8%	53.5%	4.0%	1.8%

Q17. Leadership and Quality of Life. Several items that may influence your perception of the City of Shoreline are listed below. Please rate each item using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q17-1. Overall image of City	15.3%	55.1%	19.1%	5.4%	2.0%	3.1%
Q17-2. Overall quality of leadership provided by City's elected officials	9.3%	36.5%	29.1%	9.5%	3.3%	12.4%
Q17-3. Overall effectiveness of City Manager & City staff	9.4%	35.5%	28.4%	6.9%	3.0%	16.9%

WITHOUT "DON'T KNOW"

Q17. Leadership and Quality of Life. Several items that may influence your perception of the City of Shoreline are listed below. Please rate each item using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q17-1. Overall image of City	15.7%	56.9%	19.7%	5.5%	2.1%
Q17-2. Overall quality of leadership provided by City's elected officials	10.6%	41.7%	33.2%	10.8%	3.7%
Q17-3. Overall effectiveness of City Manager & City staff	11.3%	42.7%	34.1%	8.3%	3.6%

Q18. From the choices below, please check how much you agree with the statement "I trust the City of Shoreline to spend my tax dollars responsibly."

Q18. I trust City of Shoreline to spend my tax dollars responsibly	Number	Percent
Strongly agree	113	14.1 %
Somewhat agree	404	50.5 %
Somewhat disagree	141	17.6 %
Strongly disagree	80	10.0 %
No opinion	54	6.8 %
Not provided	8	1.0 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"

Q18. From the choices below, please check how much you agree with the statement "I trust the City of Shoreline to spend my tax dollars responsibly." (without "not provided")

Q18. I trust City of Shoreline to spend my tax dollars responsibly	Number	Percent
Strongly agree	113	14.3 %
Somewhat agree	404	51.0 %
Somewhat disagree	141	17.8 %
Strongly disagree	80	10.1 %
No opinion	54	6.8 %
Total	792	100.0 %

Q19. In general, do you think the City of Shoreline is moving in the right direction?

Q19. Do you think City of Shoreline is moving in the right direction	Number	Percent
Yes	450	56.3 %
No	165	20.6 %
Don't know	185	23.1 %
Total	800	100.0 %

WITHOUT "DON'T KNOW"**Q19. In general, do you think the City of Shoreline is moving in the right direction? (without "don't know")**

Q19. Do you think City of Shoreline is moving in the right direction	Number	Percent
Yes	450	73.2 %
No	165	26.8 %
Total	615	100.0 %

Q20. In general, do you believe Shoreline is a welcoming and inclusive community?

Q20. Do you believe Shoreline is a welcoming & inclusive community	Number	Percent
Yes	570	71.3 %
No	62	7.8 %
Don't know	168	21.0 %
Total	800	100.0 %

WITHOUT "DON'T KNOW"**Q20. In general, do you believe Shoreline is a welcoming and inclusive community? (without "don't know")**

Q20. Do you believe Shoreline is a welcoming & inclusive community	Number	Percent
Yes	570	90.2 %
No	62	9.8 %
Total	632	100.0 %

Q21. Please rate Shoreline using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following.

(N=800)

	Excellent	Good	Neutral	Below average	Poor	Don't know
Q21-1. As a place to live	30.9%	55.8%	8.5%	2.0%	0.8%	2.1%
Q21-2. As a place to raise children	29.8%	47.3%	8.9%	2.8%	1.3%	10.1%
Q21-3. As a place to work	12.8%	29.6%	23.4%	5.0%	1.6%	27.6%
Q21-4. As a place with a variety of housing choices	10.6%	39.3%	25.4%	11.3%	4.5%	9.0%
Q21-5. As a place to shop	6.4%	30.3%	26.0%	22.6%	12.4%	2.4%
Q21-6. As a place for dining & entertainment options	4.0%	21.9%	24.0%	30.6%	16.6%	2.9%
Q21-7. Overall quality of life in City	16.8%	55.9%	18.9%	4.1%	1.3%	3.1%
Q21-8. As a place to connect & interact with your neighbors	16.6%	42.5%	26.3%	8.1%	2.3%	4.3%

WITHOUT "DON'T KNOW"

Q21. Please rate Shoreline using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following. (without "don't know")

(N=800)

	Excellent	Good	Neutral	Below average	Poor
Q21-1. As a place to live	31.5%	57.0%	8.7%	2.0%	0.8%
Q21-2. As a place to raise children	33.1%	52.6%	9.9%	3.1%	1.4%
Q21-3. As a place to work	17.6%	40.9%	32.3%	6.9%	2.2%
Q21-4. As a place with a variety of housing choices	11.7%	43.1%	27.9%	12.4%	4.9%
Q21-5. As a place to shop	6.5%	31.0%	26.6%	23.2%	12.7%
Q21-6. As a place for dining & entertainment options	4.1%	22.5%	24.7%	31.5%	17.1%
Q21-7. Overall quality of life in City	17.3%	57.7%	19.5%	4.3%	1.3%
Q21-8. As a place to connect & interact with your neighbors	17.4%	44.4%	27.4%	8.5%	2.3%

Q22. Overall, how do you rate the condition of your neighborhood?

<u>Q22. How do you rate condition of your neighborhood</u>	<u>Number</u>	<u>Percent</u>
Excellent	157	19.6 %
Good	387	48.4 %
Average	185	23.1 %
Below average	35	4.4 %
Poor	7	0.9 %
Don't know	29	3.6 %
Total	800	100.0 %

WITHOUT "DON'T KNOW"**Q22. Overall, how do you rate the condition of your neighborhood? (without "don't know")**

<u>Q22. How do you rate condition of your neighborhood</u>	<u>Number</u>	<u>Percent</u>
Excellent	157	20.4 %
Good	387	50.2 %
Average	185	24.0 %
Below average	35	4.5 %
Poor	7	0.9 %
Total	771	100.0 %

Q23. Parks and Recreation. Please rate Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q23-1. Maintenance of City parks	19.4%	54.5%	13.5%	4.4%	0.6%	7.6%
Q23-2. Maintenance of City playgrounds	16.9%	46.8%	15.0%	2.5%	0.4%	18.5%
Q23-3. Walking & biking trails in City	13.9%	47.3%	19.8%	6.0%	1.5%	11.6%
Q23-4. Outdoor athletic fields	14.8%	44.3%	14.9%	2.1%	0.6%	23.4%
Q23-5. Fees charged for recreation programs	9.8%	27.9%	22.9%	2.3%	0.4%	36.9%
Q23-6. Variety of recreation programs	9.3%	35.4%	22.3%	5.0%	0.9%	27.3%
Q23-7. Variety of culturally diverse programs	6.3%	22.4%	26.0%	4.8%	1.1%	39.5%
Q23-8. Quality of access to City parks for persons with disabilities	5.3%	21.4%	20.9%	4.0%	0.9%	47.6%

WITHOUT "DON'T KNOW"**Q23. Parks and Recreation. Please rate Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")**

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q23-1. Maintenance of City parks	21.0%	59.0%	14.6%	4.7%	0.7%
Q23-2. Maintenance of City playgrounds	20.7%	57.4%	18.4%	3.1%	0.5%
Q23-3. Walking & biking trails in City	15.7%	53.5%	22.3%	6.8%	1.7%
Q23-4. Outdoor athletic fields	19.2%	57.7%	19.4%	2.8%	0.8%
Q23-5. Fees charged for recreation programs	15.4%	44.2%	36.2%	3.6%	0.6%
Q23-6. Variety of recreation programs	12.7%	48.6%	30.6%	6.9%	1.2%
Q23-7. Variety of culturally diverse programs	10.3%	37.0%	43.0%	7.9%	1.9%
Q23-8. Quality of access to City parks for persons with disabilities	10.0%	40.8%	39.9%	7.6%	1.7%

Q24. Which TWO of the Parks and Recreation items listed in Question 23 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q24. Top choice	Number	Percent
Maintenance of City parks	303	37.9 %
Maintenance of City playgrounds	39	4.9 %
Walking & biking trails in City	131	16.4 %
Outdoor athletic fields	23	2.9 %
Fees charged for recreation programs	25	3.1 %
Variety of recreation programs	55	6.9 %
Variety of culturally diverse programs	70	8.8 %
Quality of access to City parks for persons with disabilities	62	7.8 %
None chosen	92	11.5 %
Total	800	100.0 %

Q24. Which TWO of the Parks and Recreation items listed in Question 23 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

Q24. 2nd choice	Number	Percent
Maintenance of City parks	122	15.3 %
Maintenance of City playgrounds	148	18.5 %
Walking & biking trails in City	147	18.4 %
Outdoor athletic fields	32	4.0 %
Fees charged for recreation programs	18	2.3 %
Variety of recreation programs	76	9.5 %
Variety of culturally diverse programs	72	9.0 %
Quality of access to City parks for persons with disabilities	72	9.0 %
None chosen	113	14.1 %
Total	800	100.0 %

SUM OF TOP 2 CHOICES

Q24. Which TWO of the Parks and Recreation items listed in Question 23 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)

Q24.Sum of top 2 choices	Number	Percent
Maintenance of City parks	425	53.1 %
Maintenance of City playgrounds	187	23.4 %
Walking & biking trails in City	278	34.8 %
Outdoor athletic fields	55	6.9 %
Fees charged for recreation programs	43	5.4 %
Variety of recreation programs	131	16.4 %
Variety of culturally diverse programs	142	17.8 %
Quality of access to City parks for persons with disabilities	134	16.8 %
None chosen	92	11.5 %
Total	1487	

Q25. Transportation and Land Use. Please rate Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q25-1. Availability of public transportation options	9.0%	39.8%	22.6%	11.3%	2.6%	14.8%
Q25-2. Availability of bicycle lanes	7.8%	30.0%	28.1%	12.0%	3.3%	18.9%
Q25-3. Availability of sidewalks on major streets & routes	6.0%	30.5%	27.6%	22.3%	8.5%	5.1%
Q25-4. Availability of sidewalks in your neighborhood	4.8%	18.3%	20.9%	28.8%	22.4%	5.0%
Q25-5. Quality of sidewalks in Shoreline	3.8%	25.1%	33.6%	22.9%	8.1%	6.5%
Q25-6. Quality of sidewalks for people with mobility challenges	2.0%	10.0%	21.4%	20.5%	13.6%	32.5%
Q25-7. Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	6.1%	30.1%	28.4%	16.8%	11.4%	7.3%
Q25-8. City's efforts for supporting alternative means of transportation such as transit, bicycling, walking	5.5%	25.9%	34.5%	12.0%	5.3%	16.9%

WITHOUT "DON'T KNOW"**Q25. Transportation and Land Use. Please rate Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied." (without "don't know")**

(N=800)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q25-1. Availability of public transportation options	10.6%	46.6%	26.5%	13.2%	3.1%
Q25-2. Availability of bicycle lanes	9.6%	37.0%	34.7%	14.8%	4.0%
Q25-3. Availability of sidewalks on major streets & routes	6.3%	32.1%	29.1%	23.5%	9.0%
Q25-4. Availability of sidewalks in your neighborhood	5.0%	19.2%	22.0%	30.3%	23.6%
Q25-5. Quality of sidewalks in Shoreline	4.0%	26.9%	36.0%	24.5%	8.7%
Q25-6. Quality of sidewalks for people with mobility challenges	3.0%	14.8%	31.7%	30.4%	20.2%
Q25-7. Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	6.6%	32.5%	30.6%	18.1%	12.3%
Q25-8. City's efforts for supporting alternative means of transportation such as transit, bicycling, walking	6.6%	31.1%	41.5%	14.4%	6.3%

Q26. Which TWO of the Transportation items listed in Question 25 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q26. Top choice</u>	<u>Number</u>	<u>Percent</u>
Availability of public transportation options	123	15.4 %
Availability of bicycle lanes	39	4.9 %
Availability of sidewalks on major streets & routes	105	13.1 %
Availability of sidewalks in your neighborhood	178	22.3 %
Quality of sidewalks in Shoreline	68	8.5 %
Quality of sidewalks for people with mobility challenges	56	7.0 %
Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	88	11.0 %
City's efforts for supporting alternative means of transportation such as transit, bicycling, walking	72	9.0 %
None chosen	71	8.9 %
Total	800	100.0 %

Q26. Which TWO of the Transportation items listed in Question 25 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years?

<u>Q26. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Availability of public transportation options	67	8.4 %
Availability of bicycle lanes	39	4.9 %
Availability of sidewalks on major streets & routes	102	12.8 %
Availability of sidewalks in your neighborhood	107	13.4 %
Quality of sidewalks in Shoreline	95	11.9 %
Quality of sidewalks for people with mobility challenges	70	8.8 %
Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	103	12.9 %
City's efforts for supporting alternative means of transportation such as transit, bicycling, walking	102	12.8 %
None chosen	115	14.4 %
Total	800	100.0 %

SUM OF TOP 2 CHOICES**Q26. Which TWO of the Transportation items listed in Question 25 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? (top 2)**

<u>Q26. Sum of top 2 choices</u>	<u>Number</u>	<u>Percent</u>
Availability of public transportation options	190	23.8 %
Availability of bicycle lanes	78	9.8 %
Availability of sidewalks on major streets & routes	207	25.9 %
Availability of sidewalks in your neighborhood	285	35.6 %
Quality of sidewalks in Shoreline	163	20.4 %
Quality of sidewalks for people with mobility challenges	126	15.8 %
Traffic calming measures in your neighborhood, for example, traffic circles, speed humps, or radar speed signs	191	23.9 %
City's efforts for supporting alternative means of transportation such as transit, bicycling, walking	174	21.8 %
None chosen	71	8.9 %
Total	1485	

Q27. If the City were to increase property taxes to provide additional funding for City services, which City services do you support receiving the additional funding?

Q27. Which City services do you support receiving the additional funding	Number	Percent
I don't want to see my property taxes increased	402	50.3 %
RADAR (partnering behavioral health professionals with police)	306	38.3 %
Human services	235	29.4 %
Recreation & cultural services	103	12.9 %
Youth programming	95	11.9 %
Code enforcement	76	9.5 %
Total	1217	

Q28. Housing. Twenty-six percent of Shoreline households make less than 50% of the area median income (AMI). These households are most likely to face housing affordability challenges in Shoreline. In 2021, the City adopted its Housing Action Plan, which encourages the construction of a greater variety of housing types at prices that are accessible to more households. This includes developing options for additional housing types for densities between single family and mid-rise apartments, such as cottages, tiny houses, and more options for ADUs (accessory dwelling units, i.e., mother-in-law apartment/carriage house). Do you support changing the City's zoning code to allow for denser housing options in single family zones, such as cottages, tiny houses, and ADUs?

Q28. Do you support changing City's zoning code	Number	Percent
Yes	393	49.1 %
No	278	34.8 %
Don't know	129	16.1 %
Total	800	100.0 %

WITHOUT "DON'T KNOW"

Q28. Housing. Twenty-six percent of Shoreline households make less than 50% of the area median income (AMI). These households are most likely to face housing affordability challenges in Shoreline. In 2021, the City adopted its Housing Action Plan, which encourages the construction of a greater variety of housing types at prices that are accessible to more households. This includes developing options for additional housing types for densities between single family and mid-rise apartments, such as cottages, tiny houses, and more options for ADUs (accessory dwelling units, i.e., mother-in-law apartment/carriage house). Do you support changing the City's zoning code to allow for denser housing options in single family zones, such as cottages, tiny houses, and ADUs? (without "don't know")

Q28. Do you support changing City's zoning code	Number	Percent
Yes	393	58.6 %
No	278	41.4 %
Total	671	100.0 %

Q29. Approximately how many years have you lived in the City of Shoreline?

Q29. How many years have you lived in City of Shoreline	Number	Percent
0-5	170	21.3 %
6-10	111	13.9 %
11-15	94	11.8 %
16-20	84	10.5 %
21-30	131	16.4 %
31+	180	22.5 %
Not provided	30	3.8 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"**Q29. Approximately how many years have you lived in the City of Shoreline? (without "not provided")**

Q29. How many years have you lived in City of Shoreline	Number	Percent
0-5	170	22.1 %
6-10	111	14.4 %
11-15	94	12.2 %
16-20	84	10.9 %
21-30	131	17.0 %
31+	180	23.4 %
Total	770	100.0 %

Q30. Do you own or rent your current residence?

Q30. Do you own or rent your current residence	Number	Percent
Own	535	66.9 %
Rent	253	31.6 %
Not provided	12	1.5 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"**Q30. Do you own or rent your current residence? (without "not provided")**

Q30. Do you own or rent your current residence	Number	Percent
Own	535	67.9 %
Rent	253	32.1 %
Total	788	100.0 %

Q31. Do you live east or west of I-5?

<u>Q31. Do you live east or west of I-5</u>	<u>Number</u>	<u>Percent</u>
East	276	34.5 %
West	497	62.1 %
Not provided	27	3.4 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"**Q31. Do you live east or west of I-5? (without "not provided")**

<u>Q31. Do you live east or west of I-5</u>	<u>Number</u>	<u>Percent</u>
East	276	35.7 %
West	497	64.3 %
Total	773	100.0 %

Q32. Do you live east or west of Aurora Avenue N.?

<u>Q32. Do you live east or west of Aurora Avenue N.</u>	<u>Number</u>	<u>Percent</u>
East	417	52.1 %
West	351	43.9 %
Not provided	32	4.0 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"**Q32. Do you live east or west of Aurora Avenue N.? (without "not provided")**

<u>Q32. Do you live east or west of Aurora Avenue N.</u>	<u>Number</u>	<u>Percent</u>
East	417	54.3 %
West	351	45.7 %
Total	768	100.0 %

Q33. What type of residence do you live in?

<u>Q33. What type of residence do you live in</u>	<u>Number</u>	<u>Percent</u>
Single-family home	686	85.8 %
Condominium	30	3.8 %
Townhouse	14	1.8 %
Apartment	36	4.5 %
Duplex/triplex	8	1.0 %
ADU (accessary dwelling unit or mother-in-law)	2	0.3 %
Other	3	0.4 %
Not provided	21	2.6 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"**Q33. What type of residence do you live in? (without "not provided")**

<u>Q33. What type of residence do you live in</u>	<u>Number</u>	<u>Percent</u>
Single-family home	686	88.1 %
Condominium	30	3.9 %
Townhouse	14	1.8 %
Apartment	36	4.6 %
Duplex/triplex	8	1.0 %
ADU (accessary dwelling unit or mother-in-law)	2	0.3 %
Other	3	0.4 %
Total	779	100.0 %

Q33-7. Other

<u>Q33-7. Other</u>	<u>Number</u>	<u>Percent</u>
King County Housing Authority	2	66.7 %
Cristwood Park	1	33.3 %
Total	3	100.0 %

Q34. Counting yourself, how many people in your household are...

	Mean	Sum
number	2.5	2018
Under age 5	0.2	130
Ages 5-9	0.1	105
Ages 10-14	0.2	119
Ages 15-19	0.1	73
Ages 20-24	0.1	76
Ages 25-34	0.3	203
Ages 35-44	0.4	308
Ages 45-54	0.4	282
Ages 55-64	0.4	312
Ages 65-74	0.4	307
Ages 75+	0.1	103

Q35. What is your total annual household income?

Q35. What is your total annual household income	Number	Percent
Under \$25K	41	5.1 %
\$25K to \$49,999	111	13.9 %
\$50K to \$74,999	112	14.0 %
\$75K to \$99,999	120	15.0 %
\$100K+	322	40.3 %
Not provided	94	11.8 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"**Q35. What is your total annual household income? (without "not provided")**

Q35. What is your total annual household income	Number	Percent
Under \$25K	41	5.8 %
\$25K to \$49,999	111	15.7 %
\$50K to \$74,999	112	15.9 %
\$75K to \$99,999	120	17.0 %
\$100K+	322	45.6 %
Total	706	100.0 %

Q36. Your gender identity:

Q36. Your gender identity	Number	Percent
Male	391	48.9 %
Female	397	49.6 %
Non-Binary	9	1.1 %
Other	3	0.4 %
Total	800	100.0 %

Q36-4. Self-describe your gender:

Q36-4. Self-describe your gender identity	Number	Percent
Transwoman	1	33.3 %
Fluid	1	33.3 %
Two Spirit	1	33.3 %
Total	3	100.0 %

Q37. Which of the following best describes your race/ethnicity?

<u>Q37. Which following best describes your race/ethnicity</u>	<u>Number</u>	<u>Percent</u>
Asian or Asian Indian	124	15.5 %
Black or African American	46	5.8 %
American Indian or Alaska Native	13	1.6 %
White	548	68.5 %
Native Hawaiian or other Pacific Islander	5	0.6 %
Hispanic, Spanish, or Latino/a/x	65	8.1 %
Other	13	1.6 %
Total	814	

Q37-7. Self-describe your race/ethnicity:

<u>Q37-7. Self-describe your race/ethnicity</u>	<u>Number</u>	<u>Percent</u>
Mixed	5	38.5 %
Middle Eastern	2	15.4 %
Jewish	2	15.4 %
Swiss	1	7.7 %
Western European	1	7.7 %
Arab	1	7.7 %
European	1	7.7 %
Total	13	100.0 %

Q38. What is the primary language spoken in your home?

<u>Q38. What is the primary language spoken in your home</u>	<u>Number</u>	<u>Percent</u>
English	696	87.0 %
Spanish	17	2.1 %
Mandarin/Cantonese	19	2.4 %
Vietnamese	4	0.5 %
Amharic/Tigrinya	3	0.4 %
Korean	6	0.8 %
Tagalog	7	0.9 %
Other	16	2.0 %
Not provided	32	4.0 %
Total	800	100.0 %

WITHOUT "NOT PROVIDED"**Q38. What is the primary language spoken in your home? (without "not provided")**

<u>Q38. What is the primary language spoken in your home</u>	<u>Number</u>	<u>Percent</u>
English	696	90.6 %
Spanish	17	2.2 %
Mandarin/Cantonese	19	2.5 %
Vietnamese	4	0.5 %
Amharic/Tigrinya	3	0.4 %
Korean	6	0.8 %
Tagalog	7	0.9 %
Other	16	2.1 %
Total	768	100.0 %

Q38-8. Other

<u>Q38-8. Other</u>	<u>Number</u>	<u>Percent</u>
Arabic	5	31.3 %
Farsi	2	12.5 %
Japanese	1	6.3 %
Hindi	1	6.3 %
German	1	6.3 %
Thai	1	6.3 %
Chinese	1	6.3 %
Tigrina	1	6.3 %
Urdu	1	6.3 %
Sign Language	1	6.3 %
Bengali	1	6.3 %
Total	16	100.0 %



6

Survey Instrument



City of Shoreline

17500 Midvale Avenue North
Shoreline, WA 98133-4905
206-801-2700 ♦ Fax 206-546-7868

May 2022

Dear Shoreline Resident:

Your input on the enclosed survey is important. We believe it is crucial to ask our residents if they are satisfied with the services we provide. To ensure that the City's priorities are aligned with the needs of our residents, we need to know what you think. **Your household was one of a limited number selected at random to receive this survey. Your participation is necessary to make the survey a success.** The results will assist City leaders in making critical decisions that affect a wide range of City services, including police, parks, street maintenance, sidewalk construction, transportation, affordable housing, code enforcement, and many others. To ensure that the City's priorities are aligned with the needs of Shoreline residents, you are asked to complete the attached survey conducted independently by ETC Institute.

We appreciate your time. We realize that this survey takes some time to complete, but every question is important and your opinion matters to the City. The time you invest could influence City decisions and your community's future. Your responses will also allow City leaders to strengthen service level improvements across the Shoreline community.

Please return your survey or complete it online sometime during the next week. Please return the enclosed survey within one week in the postage-paid envelope provided. If you prefer, you can complete the survey online at shorelineresidentsurvey.org. *Your responses will remain confidential.*

If you have any questions, please contact Eric Bratton with the City of Shoreline at ebratton@shorelinewa.gov or 206-801-2217. Thanks again for taking the time to let your voice be heard.

Sincerely,

Debbie Tarry
City Manager
City of Shoreline

La ciudad de Shoreline está realizando una encuesta a sus residentes para saber qué tan satisfechos están con los servicios que brindamos. Su hogar es uno de los pocos hogares elegidos al azar para realizar la encuesta. Su participación es muy importante para nosotros. Si desea que le enviemos una encuesta traducida, comuníquese con el Gerente del Programa de Comunicaciones, Eric Bratton, enviando un correo electrónico a ebratton@shorelinewa.gov o llamando al (206) 801-2217.

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Bratton) ebratton@shorelinewa.gov ÷ ' = xU - a è M(206) 801- 2217 - Sè a Δ

雪蘭市 (City of Shoreline) 將對其居民開展一項調查，旨在了解他們對我們所提供的服務的滿意度。您的家庭是隨機獲選接受調查的有限數量的家庭之一。您的意見對我們而言很重要。如果您需要翻譯版本的調查，請透過 ebratton@shorelinewa.gov 或 (206) 801- 2217 與通訊計劃經理 Eric Bratton 聯絡。

Thành phố Shoreline đang tiến hành khảo sát với cư dân thành phố để xem mức độ hài lòng của họ với các dịch vụ chúng tôi cung cấp. Hộ gia đình quý vị là một trong số những hộ được chọn ngẫu nhiên để trả lời khảo sát. Ý kiến của quý vị rất quan trọng với chúng tôi. Nếu quý vị muốn được gửi bản khảo sát đã dịch, vui lòng liên hệ với Quản Lý Chương Trình Truyền Thông Eric Bratton theo địa chỉ ebratton@shorelinewa.gov hoặc số điện thoại (206) 801- 2217.

2022 City of Shoreline Resident Satisfaction Survey

Please take a few minutes to complete this survey. Your input is an important part of the City's ongoing effort to provide quality services that the people of Shoreline need and value. If you have questions, please contact Communications Program Manager Eric Bratton at erbratton@shorelinewa.gov or 206-801-2217.

[The COVID-19 Pandemic beginning in March 2020 has affected everyone in our community. As federal, state, and local governments work to address the needs of those most affected, it is important for the City to better understand the impacts to Shoreline residents so we can better provide City services.]

1. Please indicate how the COVID-19 pandemic impacted your financial situation by CHECKING ALL THAT APPLY.

- ___(1) I have not been impacted financially because of COVID-19
 ___(2) My financial situation improved because of COVID-19
 ___(3) My work hours were reduced
 ___(4) I lost my job
 ___(5) Projects/contracts were postponed
 ___(6) Sales were down at my company/ business
 ___(7) I was sick and unable to work
 ___(8) My financial condition was impacted early in the pandemic, but has improved.
 ___(9) Other: _____

2. Are you still experiencing any financial impacts as a result of the COVID-19 pandemic?

- ___(1) Yes ___(2) No

3. What do you believe will have the biggest impact on your financial situation in the coming months?

- ___(1) Inflation ___(2) COVID-19 Pandemic ___(3) Potential recession
 ___(4) Issues with the global supply chain ___(5) Other: _____

4. Have you worked remotely during the COVID-19 Pandemic? ___(1) Yes ___(2) No

5. If you have worked remotely, do you have plans to continue to work remotely in the future?

- ___(1) Yes, full-time remote ___(2) Yes, hybrid in-person/remotely ___(3) No, I don't have plans to work remotely

[Thank you for providing information about how the COVID-19 Pandemic has affected you. Now we will ask you questions about your satisfaction levels with City services in general.]

6. Quality of Services and Facilities. Please rate your overall satisfaction with the following major categories of services provided by the City of Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall quality of police services	5	4	3	2	1	9
02. Overall quality of City parks and recreation programs and facilities	5	4	3	2	1	9
03. Overall effectiveness of the City's code enforcement program	5	4	3	2	1	9
04. Overall effectiveness of City communication with the public	5	4	3	2	1	9
05. Overall quality of the City's stormwater runoff/stormwater management system	5	4	3	2	1	9
06. Overall travel time for trips on Shoreline streets (excluding I-5 and signals to I-5)	5	4	3	2	1	9
07. Overall quality of human services (e.g., support for people in times of need) offered by the City	5	4	3	2	1	9
08. Overall effectiveness of City's efforts to sustain environmental quality	5	4	3	2	1	9
09. Overall quality of service provided by the City of Shoreline	5	4	3	2	1	9
10. Overall effectiveness of City's efforts to build an anti-racist community	5	4	3	2	1	9
11. Overall response to homelessness	5	4	3	2	1	9

7. Which **THREE** of the items listed in Question 6 do you think should receive the **MOST EMPHASIS** from City leaders over the next **TWO** years? [Write in your answers below using the numbers from the list in Question 6.]

1st: ____ 2nd: ____ 3rd: ____

8. Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied", please rate your satisfaction with the following maintenance services provided by the City of Shoreline.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Overall maintenance of City streets	5	4	3	2	1	9
02. Maintenance of streets in your neighborhood	5	4	3	2	1	9
03. Maintenance of sidewalks in Shoreline	5	4	3	2	1	9
04. Mowing and trimming along City streets and other public areas	5	4	3	2	1	9
05. Overall cleanliness of City streets and other public areas	5	4	3	2	1	9
06. Adequacy of City street lighting in your neighborhood	5	4	3	2	1	9
07. Adequacy of storm drainage services in your neighborhood	5	4	3	2	1	9
08. Garbage/recycling provider services	5	4	3	2	1	9
09. Maintenance of public trees along City streets	5	4	3	2	1	9
10. Adequacy of wastewater (sewer) system in your neighborhood	5	4	3	2	1	9

9. Which **TWO** of the maintenance services listed in Question 8 do you think should receive the **MOST EMPHASIS** from City leaders over the next **TWO** years? [Write in your answers below using the numbers from the list in Question 8.]

1st: ____ 2nd: ____

10. **Enforcement of City Codes and Ordinances.** Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with each of the following.

How satisfied are you with the City of Shoreline's efforts regarding...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Enforcing the clean-up of garbage, junk, or debris on private property	5	4	3	2	1	9
2. Enforcing removal of abandoned/junk autos	5	4	3	2	1	9
3. Enforcement of graffiti removal from private properties	5	4	3	2	1	9

11. Which **ONE** of the City Codes and Ordinances items listed in Question 10 do you think should receive the **MOST EMPHASIS** from City leaders over the next **TWO** years? [Write in your answer below using the numbers from the list in Question 10.]

Highest Priority: ____

12. **Public Safety.** Using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," please rate your satisfaction with each of the following public safety services provided by the City of Shoreline.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of local police protection	5	4	3	2	1	9
2. City's efforts to prevent crime	5	4	3	2	1	9
3. Enforcement of local traffic laws	5	4	3	2	1	9
4. Response to drug activity	5	4	3	2	1	9
5. Response to prostitution activity	5	4	3	2	1	9
6. Response to property crime (e.g., burglary, mail theft, car prowling)	5	4	3	2	1	9
7. The level of respect Shoreline Police officers show residents regardless of race, gender, age, or other factors	5	4	3	2	1	9
8. Your level of trust in officers to do the right thing	5	4	3	2	1	9
9. Shoreline Police Department's response to situations involving individuals with behavioral/mental health issues	5	4	3	2	1	9

13. Which **TWO** of the Public Safety items listed in Question 12 do you think should receive the **MOST EMPHASIS** from City leaders over the next **TWO** years? [Write in your answers below using the numbers from the list in Question 12.]

1st: ____ 2nd: ____

14. Using a scale of 1 to 5, where 5 means "Very Safe" and 1 means "Very Unsafe," please rate how safe you feel in the following situations.

How safe do you feel...	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
1. In your neighborhood during the day	5	4	3	2	1	9
2. In your neighborhood at night	5	4	3	2	1	9
3. In City parks and trails	5	4	3	2	1	9
4. In other public areas in Shoreline	5	4	3	2	1	9
5. Overall feeling of safety in Shoreline	5	4	3	2	1	9

15. **City Communications.** From which of the following have you received information about City projects, issues, services, and events? [Check all that apply.]

- (01) City newsletter "CURRENTS"
- (02) City's Parks and Recreation Guide
- (03) City cable channel (Comcast 21, Ziplly 27)
- (04) City website
- (05) City's social media sites (e.g., Facebook, Twitter, Instagram)
- (06) Television news
- (07) Online resources (e.g., Shoreline Area News, Nextdoor, Facebook groups)
- (08) Involvement in neighborhood association or Shoreline Watch
- (09) Alert Shoreline (City emails)
- (10) Other: _____

16. Please rate your satisfaction using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. The availability of information about City services, meetings, and events	5	4	3	2	1	9
2. City's efforts to provide information on major City issues (e.g., capital projects)	5	4	3	2	1	9
3. City's efforts to provide opportunities for public involvement	5	4	3	2	1	9
4. The quality of the content on the City's website	5	4	3	2	1	9
5. The quality of the content in the City's newsletter "CURRENTS"	5	4	3	2	1	9
6. The quality of the City's social media	5	4	3	2	1	9

17. **Leadership and Quality of Life.** Several items that may influence your perception of the City of Shoreline are listed below. Please rate each item using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall image of the City	5	4	3	2	1	9
2. Overall quality of leadership provided by the City's elected officials	5	4	3	2	1	9
3. Overall effectiveness of the City Manager and City staff	5	4	3	2	1	9

18. From the choices below, please check how much you agree with the statement, "I trust the City of Shoreline to spend my tax dollars responsibly."

- (5) Strongly agree
- (4) Somewhat agree
- (3) Somewhat disagree
- (2) Strongly disagree
- (1) No opinion

19. In general, do you think the City of Shoreline is moving in the right direction?

- (1) Yes
- (2) No
- (9) Don't know

20. In general, do you believe Shoreline is a welcoming and inclusive community?

- (1) Yes
- (2) No
- (9) Don't know

21. Please rate Shoreline using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor" with regard to each of the following.

How would you rate Shoreline...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place with a variety of housing choices	5	4	3	2	1	9
5. As a place to shop	5	4	3	2	1	9
6. As a place for dining and entertainment options	5	4	3	2	1	9
7. Overall quality of life in the City	5	4	3	2	1	9
8. As a place to connect and interact with your neighbors	5	4	3	2	1	9

22. Overall, how do you rate the condition of your neighborhood?

___(5) Excellent ___(3) Average ___(1) Poor
 ___(4) Good ___(2) Below Average ___(9) Don't know

23. **Parks and Recreation.** Please rate Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Maintenance of City parks	5	4	3	2	1	9
2. Maintenance of City playgrounds	5	4	3	2	1	9
3. Walking and biking trails in the City	5	4	3	2	1	9
4. Outdoor athletic fields	5	4	3	2	1	9
5. Fees charged for recreation programs	5	4	3	2	1	9
6. Variety of recreation programs	5	4	3	2	1	9
7. Variety of culturally diverse programs	5	4	3	2	1	9
8. Quality of access to City parks for persons with disabilities	5	4	3	2	1	9

24. Which TWO of the Parks and Recreation items listed in Question 23 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 23.]

1st: ___ 2nd: ___

25. **Transportation and Land Use.** Please rate Shoreline using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Availability of public transportation options	5	4	3	2	1	9
2. Availability of bicycle lanes	5	4	3	2	1	9
3. Availability of sidewalks on major streets and routes	5	4	3	2	1	9
4. Availability of sidewalks in your neighborhood	5	4	3	2	1	9
5. Quality of sidewalks in Shoreline	5	4	3	2	1	9
6. Quality of sidewalks for people with mobility challenges	5	4	3	2	1	9
7. Traffic calming measures in your neighborhood, for example; traffic circles, speed humps, or radar speed signs	5	4	3	2	1	9
8. City's efforts for supporting alternative means of transportation such as transit, bicycling, walking	5	4	3	2	1	9

26. Which TWO of the transportation items listed in Question 25 do you think should receive the MOST EMPHASIS from City leaders over the next TWO years? [Write in your answers below using the numbers from the list in Question 25.]

1st: ___ 2nd: ___

27. **If the City were to increase property taxes to provide additional funding for City services, which City services do you support receiving the additional funding? [Choose up to TWO.]**

- (1) RADAR (partnering behavioral health professionals with police)
- (2) Human services
- (3) Code Enforcement
- (4) Recreation and Cultural Services
- (5) Youth programming
- (6) I don't want to see my property taxes increased

28. **Housing. Twenty-six percent of Shoreline households make less than 50% of the area median income (AMI). These households are most likely to face housing affordability challenges in Shoreline. In 2021, the City adopted its Housing Action Plan, which encourages the construction of a greater variety of housing types at prices that are accessible to more households. This includes developing options for additional housing types for densities between single family and mid-rise apartments, such as cottages, tiny houses, and more options for ADUs (accessory dwelling units, i.e., mother-in-law apartment/carriage house).**

Do you support changing the City's zoning code to allow for denser housing options in single family zones, such as cottages, tiny houses, and ADUs?

- (1) Yes
- (2) No
- (9) Don't know

Demographics

29. **Approximately how many years have you lived in the City of Shoreline?** _____ years

30. **Do you own or rent your current residence?** (1) Own (2) Rent

31. **Do you live east or west of I-5?** (1) East (2) West

32. **Do you live east or west of Aurora Avenue N.?** (1) East (2) West

33. **What type of residence do you live in?**

- (1) Single-family home
- (2) Condominium
- (3) Townhouse
- (4) Apartment
- (5) Duplex/Triplex
- (6) ADU (accessary dwelling unit or mother-in-law)
- (7) Other: _____

34. **Counting yourself, how many people in your household are...**

- | | | | |
|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Under age 5: <input type="checkbox"/> | Ages 15-19: <input type="checkbox"/> | Ages 35-44: <input type="checkbox"/> | Ages 65-74: <input type="checkbox"/> |
| Ages 5-9: <input type="checkbox"/> | Ages 20-24: <input type="checkbox"/> | Ages 45-54: <input type="checkbox"/> | Ages 75+: <input type="checkbox"/> |
| Ages 10-14: <input type="checkbox"/> | Ages 25-34: <input type="checkbox"/> | Ages 55-64: <input type="checkbox"/> | |

35. **What is your total annual household income?**

- (1) Under \$25,000
- (2) \$25,000 to \$49,999
- (3) \$50,000 to \$74,999
- (4) \$75,000 to \$99,999
- (5) \$100,000 or more

36. **Your gender identity:**

- (1) Male
- (2) Female
- (3) Non-Binary
- (4) Other: _____

37. **Which of the following best describes your race/ethnicity? [Check all that apply.]**

- (1) Asian or Asian Indian
- (2) Black or African American
- (3) American Indian or Alaska Native
- (4) White
- (5) Native Hawaiian or other Pacific Islander
- (6) Hispanic, Spanish, or Latino/a/x
- (99) Other: _____

38. What is the primary language spoken in your home?

- (1) English
- (2) Spanish
- (3) Mandarin/Cantonese
- (4) Vietnamese
- (5) Amharic/Tigrinya
- (6) Korean
- (7) Tagalog
- (8) Other: _____

39. Would you be willing to participate in future surveys sponsored by the City of Shoreline?

- (1) Yes *[Answer Q39a.]*
- (2) No

39a. Please provide your contact information.

Mobile Phone Number: _____

Email Address: _____

This concludes the survey. Thank you for your time!
 Please return your completed survey in the enclosed postage-paid envelope addressed to:
 ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information printed to the right will ONLY be used to help identify which areas of the City are having problems with City services. If your address is not correct, please provide the correct information. Thank you.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Discussion on the Regional Mobile Crisis Response Program and Crisis Triage Facility to Serve North King County Cities		
DEPARTMENT:	City Manager's Office		
PRESENTED BY:	Christina Arcidy, Management Analyst		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

At the 2022 City Council Strategic Planning Workshop, the Council committed to continue to support the expansion of the North Sound RADAR (Response Awareness, De-escalation and Referral) program to a Regional Mobile Crisis Response Program as well as the siting of a complementary Crisis Triage Facility in North King County. Tonight, staff will provide Council with updates on this ongoing work.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact based on tonight's discussion. However, the City's portion of the Regional Mobile Crisis Response Program (RADAR expansion) is expected to cost \$327,248 in 2023 and \$385,205 in 2024, with a one-time start-up cost of \$101,575. This budget request was discussed in the September 19, 2022 budget preview discussion with Council and will be included in the 2023-2024 biennial budget request this fall. Staff is recommending use of \$221,000 in annual cost savings from the Police Budget previously allocated for the School Resource Officer position to partially off-set the cost of the program. The Crisis Triage Facility is currently expected to be funded through a combination of state and county grants.

RECOMMENDATION

No action is required at this time, as tonight's item is for discussion purposes only. Staff recommends that Council ask staff questions on the work to expand RADAR to become the Regional Mobile Crisis Response Program including the proposed formation of a non-profit entity, in which the City will be a principal, and the draft interlocal agreement. Staff also recommends that Council provide feedback on the development and siting of a crisis triage facility in North King County.

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

INTRODUCTION

Maintaining a safe community for all is of paramount importance to City leadership. The City Council last discussed this topic at their 2022 City Council Strategic Planning Workshop. Council was provided a Goal 5, Action Step 5 Update, which discussed the expansion of the North Sound RADAR program and the need for a crisis triage facility (Attachment A).

At the conclusion of the Strategic Planning Workshop discussion, Council created two Action Steps for Council Goal 5, which directed staff to “Maximize and expand the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model” and “Continue to expand the partnership between the North Sound City Coalition and the King County Behavioral Health Administrative Service Organization to advance the siting and operation of a crisis triage center for North King County residents who are experiencing a behavioral health crisis.” These Action Steps build on previous work of the City and are aligned with the interests of the four other cities (Bothell, Kenmore, Kirkland, and Lake Forest Park) partnering with Shoreline to accomplish these goals.

BACKGROUND

Response Awareness De-escalation and Referral (RADAR)

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

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

1. Identify, assess, and establish cooperative relationships with individuals at risk of violence due to mental health issues, cognitive deficits, or substance abuse.
2. Engage in a cooperative alliance with these individuals and the “circle of support” (family members and friends).
3. Establish safety protocols, de-escalation techniques, and voluntary strategies to remove weapons prior to crisis events.

4. Share accurate and updated de-escalation information with first responders to ensure a safe and consistent response.
5. Evaluate the effectiveness of RADAR using a rigorous program evaluation process.

RADAR provides police officers with response plans designed to assist in the field with de-escalation and crisis intervention response. It also provides resources for officers to follow up with a Mental Health Professional (MHP) Navigator for at-risk individuals in the community. While all officers may make a referral to RADAR, between five to seven Shoreline deputies and one sergeant currently work in the RADAR program, co-responding with a MHP Navigator. Deputies self-select to work with RADAR based on their interest in supporting people with behavioral and mental health needs. Once selected, the deputies shadow an experienced RADAR co-responder team (a deputy and MHP Navigator) before going out into the field on calls. The goals of the RADAR program are to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, to enhance community and first responder safety by reducing the potential for police use of physical force, and to reduce repeat calls for service. More information on the RADAR program's history and successes can be found in the staff report from September 20, 2021, which can be found here: [Discussion of 2021-2023 City Council Goal 5, Action Step 5 Regarding RADAR, Alternatives to Police Services, and Other Possible Criminal Justice Reforms.](#)

Maximizing the North Sound RADAR Service Delivery Model

In 2019, the cities of Bothell, Lake Forest Park, Kenmore, Kirkland, and Shoreline entered into an Interlocal Agreement for the North Sound RADAR Navigator Program. The purpose was to provide the member cities with an economical mechanism for the efficient administration and coordination of a RADAR program to be used in the event of a behavioral health crises. The goals were to strengthen community/police partnerships, to increase the connection of at-risk individuals with effective behavioral health services and treatments, and to enhance community and first responder safety by reducing the potential for police use of physical force. The Interlocal was for a 3-year period. Bothell agreed to serve as the lead agency, which included the responsibility to hire the Program Manager and serve as the Program Manager's employer along with providing finance and accounting services. The program was to be funded with a King County Mental Illness and Drug Dependency (MIDD) Grant, along with any other investment that the individual cities wanted to make independently of each other. As other granting sources became available, different cities, including Shoreline, became the fiduciary lead for individual grants.

While RADAR's goals have remained the same, the program has expanded to include the ability for co-response – meaning Police and MHP Navigators respond to an incident together – to persons in mental health crisis during a RADAR shift and for follow-up response by RADAR Deputies and MHPs for willing individuals. RADAR MHP Navigators currently spend roughly 25% of their time responding to in-progress calls

with Police across the five cities. This will likely increase as staffing improves and when Navigators can be deployed without an officer.

During the 2021 City Council Strategic Planning Workshop, Council expressed their interest in seeing the RADAR program fully staffed and operational as part of their interest in alternative police services models. Staff provided an update on the staffing challenges and opportunities, program model, and proposed expansion plan at Council's September 20, 2021, meeting (staff report found above). At that time the RADAR Navigator Program Manager shared that hiring was the primary barrier preventing the program from expanding. The stringent background check, parttime hours, and insurance requirements were not drawing qualified candidates. This was impacting the program model, which was primarily a referral model instead of a response model, meaning MHP Navigators would follow up with individuals in crisis after the event rather than during the moment of crisis. Staff have been working to address these barriers, which is addressed in the Discussion section of this staff report.

A longer-term goal of RADAR is to serve as both a co-responder and alternative responder program. When acting as an alternative responder, RADAR navigators would be directly dispatched by the 911 (or 988) dispatch service without a police officer. This would require the creation of a 'decision tree', new dispatch protocols, potentially different staff training, and the use of RADAR-specific vehicles.

Regional Crisis Triage Facility

The Substance Abuse and Mental Health Services Administration (SAMHSA) has provided a best-practice toolkit for behavioral health crisis care. The toolkit explains the three essential elements that are needed to provide effective, modern and comprehensive crisis care to anyone, anywhere, anytime including 1) regional or statewide crisis call centers coordinating with one another in real time; 2) centrally deployed, 24/7 mobile crisis; and 3) crisis receiving and stabilization facilities. King County notably lacks a comprehensive walk-in crisis clinic or crisis center. Instead, Washington State offers several telephone crisis hotlines, which have recently been replaced by the national 988 crisis line. Even the 988 crisis line is not a substitute for a brick-and-mortar one-stop shop where, for example, first responders can take individuals, 24/7, who agree to speak with a professional about substance use treatment; where a high school junior having a terrible day can walk in after school and receive a nutritious snack as well as developmentally-appropriate counseling services; and where a new mother can seek the companionship and support of a group of peers who can offer her words of wisdom and comfort. Most crisis triage facilities are nonprofit, and many utilize trained volunteers as well as mental health professionals to provide 24/7 services, free of charge. These centers also connect callers to providers in their community that can support their needs. There are only 17 state-funded crisis triage beds in all of King County (located in Kent), and only ten of these beds have been available during the COVID-19 pandemic. While the Kent facility has a good history of working with those in need, it is far less than what is needed, especially if the number of MHP Navigators increases and makes more contacts with those who would benefit from a crisis triage facility.

City Managers from the RADAR partner cities drafted a letter requesting support from the State Legislature to fund such a clinic in North King County, based partially on the success of the RADAR Program to date. The RADAR partner cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline have continued to pursue efforts to increase their capacity to respond to individuals experiencing behavioral health crises. However, these programs can only go so far if there is not a location to take individuals in acute crisis to receive appropriate care.

DISCUSSION

RADAR Expansion

In alignment with the City's goals, the North Sound RADAR cities have been planning the expansion of the RADAR program to become a Regional Model Crisis Response Program. The goal is to have MHP Navigator's available to respond 24/7 to people in crisis across the five-city geographic region. This expansion would build off of the 2019 North Sound RADAR program and allow for the merger of the 2021 Kirkland Community Responder Program. This will provide for expanded crisis response coverage in the five jurisdictions and align the five-city coalition efforts to site a crisis stabilization facility in north King County. To facilitate the expansion, the five RADAR cities have developed a program model, budget and funding structure, and governance model through the creation of a new regional agency called the Community Mobile Crisis Response Agency (Agency). The new Agency would further the goals of all five partner cities and consolidate the region's crisis response programs under one entity, while also allowing for future expansion.

Proposed Program Model: Providing 24/7 crisis response requires having an adequate staffing and transportation plan to respond. The projected staffing level to provide the desired 24/7 coverage is projected at 13 individuals. This will provide for an Executive Director, an administrative support position, a non-field scheduled Lead, and ten (10) in-field Community Responders (Navigators). This level of staffing will provide scheduled coverage for an average of 16-hours per day/7 days per week. Non-scheduled coverage, primarily from 11 pm to 6 am will be covered through on-call/call-out practices.

The planning cities modeled multiple staffing scenarios and are recommending a budget that would support a hybrid model of response. Some MHP Navigators would be paired together and respond as a team of two in their own vehicle, which would allow them to potentially respond without first responders when it was deemed safe to do so. Some MHP Navigators would respond in their own vehicle and always meet a first responder at the call. Regardless of the configuration, the intent is for the MHP Navigators to take the lead on the call if determined safe to do so by the responding police officer. Overnight responses may still be done by one MHP Navigator who is either on-call or on-shift, depending on the need, and would meet a first responder at the call.

Recommended Staffing Model

	Hybrid Model – Pairs and Single MHP Navigators
Total MHP Navigator FTEs	10 FTE
Co-Responding Team	1-2 MHP Navigators, 1 or more First Responders (Police and/or Fire/EMT)
Transportation Plan	Use program vehicle
Number of Teams During Peak Hours	2 to 4
Total Annual Program Cost (2023 dollars)	\$2,456,606
Annual Anticipated MIDD Support	\$436,000
Annual Other Grant Support	\$152,400
Annual Program Costs for Cities	\$1,868,206
One-Time Start Up Costs (vehicles, office set up, other equipment)	\$405,055
Proposed Annual Shoreline Financial Contribution (2023 dollars, assumes Kirkland larger share for 2023-2024)	\$327,248
Proposed One-Time Shoreline Contribution to Start Up Costs	\$101,575
Model Considerations	Stretches resources further to serve more people; one MHP Navigator will need to respond with a First Responder for safety reasons; the “pair” team could respond without First responders in limited cases, making this a Co-Responder/Alternative Responder program

In addition to creating a program model that meets the community needs, the cities have worked to address the stringent background check, parttime hours, and insurance requirements that have been barriers to hiring until this point. The background check process has eliminated some of the previous requirements thanks to the Bothell Police Chief’s review of what is necessary for the position and what is needed for MHP Navigators to have uncontrolled access to workspace within the police departments and potentially riding from time to time with deputies. Positions funded by MIDD have transitioned to fulltime hours with City of Bothell benefits.

The cities have petitioned the Washington Cities Insurance Authority (WCIA), which is the liability insurance pool that all the participating cities have membership, to change their coverage restrictions to cover mobile crisis response programs. WCIA’s Liability Coverage Document defines the terms and conditions of coverage provided to the membership and currently medical malpractice and healthcare services as defined by or subject to RCW 7.70 are excluded from coverage with some limited exceptions. MHP’s are currently covered by WCIA for negligence. Any changes in coverage provided by WCIA must be first voted on and approved by the WCIA Full Board. Recognizing that this is an expanding role WCIA members are undertaking, WCIA is working with their

Counsel on language to expand the current coverage and provide additional protection for these behavioral health programs. They intend to bring language to amend the malpractice exclusion to the membership for approval at the October 21, 2022, Full Board Meeting, which would then be included in the 2023 coverage. WCIA believes this will close the coverage loophole that could have occurred if a plaintiff alleged malpractice. Without this change the individual insurance requirements would continue to be necessary, however, the cities are proposing that the program, not the individual staff, pay this cost to ensure this is not a barrier to qualified applicants and staff.

These changes have had a positive effect on recruitment, with an initial estimate that RADAR would hire one person for a fulltime position every 90 days. Currently there are two fulltime MHP Navigators and three people continuing as parttime contracted MHP Navigators funded by a Washington Association of Sheriff's and Police Chiefs (WASPC) grant. Staff anticipate there will be a third MHP Navigator hired by the end of the year. Based on the anticipated merger with the Kirkland program (see below), it is anticipated that there will be an Executive Director, Program Supervisor, and seven of ten responders (MHP Navigators) as of the Agency's anticipated start date of January 1, 2023.

Merge with Kirkland Program: The staffing plans above both rely on merging the current RADAR program and funding with the City of Kirkland's alternative responder program and funding, as well as additional funding from each of the participating cities. In 2021 the City of Kirkland created their own alternative response program. The goal of the program was to reduce the overreliance on police for behavior health related calls. The original vision was to have three first responder specialties respond together: police, fire/EMT and an MHP. Once on scene, at least one of the three specialties could back off, with the intent of the MHP taking the lead if safe to do so. Due to current dispatch limitations and concerns for MHP responder safety, the Kirkland program has not yet been able to direct dispatch MHPs as intended.

Kirkland has six funded positions as part of their program, and one of the positions is intended to become the Program Supervisor in the new Agency. There are currently three MHP positions filled in Kirkland with the intent to fill a fourth by the end of 2022. Merging the two programs will create a more robust program with significant funding from Kirkland for the 2023-2024 biennium. More information on how this merging impacts the services offered will be discussed in subsequent sections.

Create regional agency: Going forward, the cities are proposing creating a separate non-profit regional agency to oversee the program and have one city hire the staff and loan them to the regional agency and provide all the fiduciary responsibilities for the agency. Other services used by the cities use this type of model, including NORCOM, a consolidated 911 call-taking and dispatching communications center founded in 2007 by 20 public safety organizations in the northeast region of King County. The cities are recommending the City of Kirkland fill this role. As such, the employees of RADAR who are currently City of Bothell employees would transfer to the City of Kirkland and would

be subject to the City of Kirkland’s policies and bargaining agreements. The City of Kirkland would also charge an administrative fee for the services provided.

Agency Interlocal Agreement

In response to the interests of the five RADAR cities to enhance the existing co-response/alternative response programs, staff is recommending the creation of a non-profit regional agency called the Community Mobile Crisis Response Agency for the operation of the Regional Mobile Crisis Response Program. The member agencies (initially the five RADAR cities) would jointly control and oversee the Agency. The nonprofit Agency is legally separate from the member agencies and bears primary responsibility and liability for the program.

As such, the member agencies, through their representation and participation as the Executive Board, will set the annual budget, hire the executive director, make operational policy and procedure decisions, and oversee the day-to-day operations of the program. The cities have developed a preliminary recommendation on key elements within the future model that would captured in an Interlocal Agreement (ILA) (Attachment B), as well as draft Articles of Incorporation (Attachment C) for the organization.

Interlocal Agreement Elements

The cities are still drafting what will become the ILA for the Agency, however, have come to some preliminary recommendations to be shared with Council this evening. A full summary of the ILA can be found as Attachment D. Staff considered between 2-6 options for each of the items below, which can be found as Attachment E. Staff is requesting that Council provide feedback on these elements, which will be shared with the other cities in future planning meetings.

Recommended Interlocal Agreement Elements

Element	Recommendation	Rational
Executive Board Composition	All member (Principal) city managers/administrators	This structure works well with other ILA’s such as ARCH, NORCOM, EPSCA. It allows for key stakeholder input at the table when decisions are being made. A single alternate for each city would be allowed, determined by January of each year.
Meeting Quorum	Majority (51%) plus 1	
Operational Board	One multidisciplinary operations board composed of Police Chief (or designee) from each city plus Executive Board	Opportunity to engage other stakeholders to serve in an advisory capacity to the Executive Director; will

Element	Recommendation	Rational
	appointees to include a representative from at least one public safety dispatch agencies and at least one representative from a fire district, RFA or fire department	promote interagency collaboration and information sharing
Community Advisory Groups	Community Advisory Groups and Annual Principals Assembly	Those with lived experience may be uncomfortable serving on committee that has publicly noticed meetings; Annual Principals Assembly will engage a range of stakeholders, including elected officials
Principals and Subscribers	Cities only; city must be contiguous to another Principal to join	Risk is shifted to the Principals if there are subscribers; including subscribers allows to limit the number of agencies on the Executive Board
Board Officers	President, Vice President, Secretary, Treasurer	
Frequency of Board Meetings	Not less than six times per year.	Board will meet at least once per month during the first year or more
Voting	Board will strive to operate by consensus. Certain actions require a supermajority vote such as budget adoption, admission of a new principal, large acquisitions, appointment or removal of the Executive Director, adoption/amendment to bylaws and Articles of Incorporation.	Ensure no Principal can act on their own
Indemnification	Principals indemnify other Principals (member agencies); Principals and Agency indemnify each other.	
Initial Term of ILA; Withdrawal from ILA; Termination of ILA	6 year initial term and no withdrawal within that period	Given the importance of the program and the rate of evolution anticipated, it is necessary to stabilize

Articles of Incorporation

The purpose of the Articles of Incorporation (Articles) is to incorporate the Agency as a nonprofit organization for purposes of Washington State law. The document, and much of its contents, is required under chapter 24.06 RCW and the Washington Secretary of State. References in the Articles to corporation mean the Community Mobile Crisis Response Agency (“Agency”) and to the Board of Directors means the Executive Board. As a nonprofit organization, a large portion of the Articles is dedicated to prohibiting members from benefitting financially from the organization, limiting the scope of the activities of the organization to those expressly provided for or related to, and limiting the liability of the members. For practical purposes, the Interlocal Agreement provides the framework and specific terms related to operations and governance of the Agency. A summary of the Articles can be found as Attachment F.

Agency Budget

The proposed 2023-2024 budget for the Community Mobile Crisis Response Agency fully supports operations for a 13 FTE program with total biennial expenses at just over \$5M in 2023-2024 plus one-time start-up costs at just over \$400,000 in 2023. The budget assumes nearly \$1.1M in grant revenue in 2023-2024, leaving a balance of \$4.3M which would be covered by member agency contributions.

The cities are still working through the budget estimates for the new agency. To date the following table establishes the latest cost estimates for the 2023 fiscal year of January 1, 2023, through December 31, 2023.

Draft City Budget Contributions

City	2023 On-going Costs (Kirkland Covers +3.5 FTEs)	April 1, 2022 Population	2023 On-going Costs Distributed Per Capita	2023 One- Time Costs	2023 On-Going (Kirkland Covers +3.5 FTEs & One-Time
Bothell	\$ 265,509	48,940	\$ 380,103	\$ 82,412	\$ 347,921
Kenmore	\$ 130,693	24,090	\$ 187,100	\$ 40,566	\$ 171,259
Kirkland	\$ 1,070,865	93,570	\$ 726,732	\$ 157,567	\$ 1,228,432
Lake Forest Park	\$ 73,891	13,620	\$ 105,783	\$ 22,935	\$ 96,826
Shoreline	\$ 327,248	60,320	\$ 468,488	\$ 101,575	\$ 428,823
Total	\$ 1,868,206	240,540	\$ 1,868,206	\$ 405,055	\$ 2,273,261

Kirkland has agreed to pick-up the larger share of costs for the first biennium (2023-2024) given that the Kirkland Community Responder program had a higher level of service than the initial plans by the other participating cities. Although this is the case, the cities all want to strive for the multiple scheduled shifts and 24/7 coverage and therefore have anticipated that for the next biennium (2025-2026) that the budgetary costs will be shared on a per capita basis. As Council can see from the previous table, using 2023 dollars, Shoreline’s per capita allocation is approximately 43% higher (\$468,488) than the 2023 costs with Kirkland picking up a larger share (\$327,248). Shoreline will off-set the anticipated program costs with the annual \$221,000 that had been budgeted for the School Resource Officer (SRO) position, which the Shoreline School District decided to terminate during the 2021-2022 school year.

Agency Formation Next Steps

Each of the cities are providing updates to their city councils during September to gather initial feedback on the Regional Entity model, the draft ILA sections, and the funding with the goal of having a signed ILA in place for a targeted start date of January 1, 2023. Staff will be taking Council feedback to the planning group to shape the next draft of the ILA before bringing it back to each council in November or December 2022 for action.

Crisis Triage Facility Updates

The work to stand up the RADAR program over the past few years has demonstrated that one of the greatest unmet needs in our community is a place for such individuals to receive support—beyond jails or hospital emergency departments, which lack the tools, expertise and resources to best provide such care. Over the past eighteen months, Shoreline has become part of a 5-city coalition that has researched best practices, engaged crisis service providers from across the nation, undertaken multiple site visits (both virtual and in-person) and, crucially, built a strong working partnership with the local Behavioral Health- Administrative Services Organization (BH-ASO), the King County Behavioral Health and Recovery Division (BHRD) within the County's Department of Community and Human Services. BHRD shared data on individuals in the zip codes of the 5-city coalition who have accessed behavioral health or crisis services. The data show that residents across the five cities do access mental health and/or substance use treatment as well as access crisis services across all levels of care, ranging from those that are least to most restrictive. The available data only scratches the surface of what is known about the need for behavioral health and crisis services in north King County. Overall, research both confirms the need for a crisis facility in our region and underscores the importance of finding the right provider partner who can leverage their expertise to design the right solution for our cities.

Additionally, the City participated in a roundtable discussion with Governor Jay Inslee on March 1, 2022, about the need for a crisis stabilization facility, and the work the our coalition is doing on this. The Governor is interested in raising awareness for projects like this, understanding the needs on the ground, and “plugging in” to the regional conversation. The Deputy Mayor and City Manager attended this roundtable on Shoreline's behalf, and the City intends to continue this conversation with the Governor's Office.

The coalition's work with BHRD has provided us with invaluable support has led the coalition to find a very promising partner in Connections Health Solutions (Connections), with which the 5-city team is fleshing out a collaborative working relationship. Indications are that they will be an ideal partner, and that North King residents will be well-served by their presence in our communities.

Connections is the founder of the 23-hour Observation model of crisis care and has driven the evolution of what is now known as the 'Arizona model' via their system-wide leadership. They currently operate the nation's largest crisis receiving centers in Phoenix and Tucson, Arizona, treating over 30,000 individuals in crisis annually.

Importantly, Connections cares deeply about its clinical outcomes, and they are successful in stabilizing 65-70% of individuals in crisis within twenty-four hours and connecting them to community-based care. Furthermore, Connections' crisis metrics have set the national standard for best practices in crisis system evaluation and performance measurement, which have been incorporated into crisis guidelines published by SAMHSA and the National Council for Behavioral Health.

In pursuit of funding for a crisis facility in north King County, Connections Health has successfully attained a Trueblood Phase 2 grant in the amount of \$4.2 million from the Washington State Department of Commerce. In addition, Connections Health is applying for the Department of Commerce's Adult Crisis Stabilization and Triage Facilities funding category which supports expanded capacity state-wide. In its grant applications, Connections Health is committing to opening a facility in north King County if it can secure funding. In support of Connections Health grant applications, the 5-city coalition has provided a letter indicating its interest in working with Connections to site a crisis stabilization facility in north King County. This letter is included as Attachment G.

Connections intends to build a 16-bed crisis stabilization unit (funded by the Trueblood grant) with 20 observation chairs and an associated outpatient clinic that provides both urgent and post-acute care services (to be funded by the second grant application), and a 16-bed Evaluation and Treatment unit, which currently does not have a capital funding source identified. The exact composition of the facility may be adjusted as they continue to learn about the needs in north King County.

Given current plans, even if Connections Health is successful in securing grant funding through both rounds, additional capital funding will be needed. The coalition intends to collaborate with Connections to make a direct capital budget appropriation request from the Governor and State Legislature during the next Legislative session for any remaining funds needed to site the facility in north King County. Currently, Connections is working with a real estate agent to identify potential locations in north King County for the clinic.

King County recently announced their intention to propose a funding mechanism to locate five similar facilities throughout the King County region. Four would be regionally distributed and one would be for youth. The 5-city coalition and King County have been in discussions to ensure that our mutual goals are met in meeting the needs of our community.

COUNCIL GOAL(S) ADDRESSED

This work addresses Council Goal 5, Action Steps 3 and 4 from the Council's adopted [2022-2024 Council Goals and Work Plan](#):

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

- **Action Step 3:** *Maximize and expand the North Sound RADAR (Response Awareness, De-escalation and Referral) service delivery model.*
- **Action Step 4:** *Continue to expand the partnership between the North Sound City Coalition and the King County Behavioral Health Administrative Service Organization to advance the siting and operation of a crisis triage center for North King County residents who are experiencing a behavioral health crisis.*

RESOURCE/FINANCIAL IMPACT

There is no financial impact based on tonight’s discussion. However, the City’s portion of the Regional Mobile Crisis Response Program (RADAR expansion) is expected to cost \$327,248 in 2023 and \$385,205 in 2024, with a one-time start-up cost of \$101,575. This budget request was discussed in the September 19, 2022 budget preview discussion with Council and will be included in the 2023-2024 biennial budget request this fall. Staff is recommending use of \$221,000 in annual cost savings from the Police Budget previously allocated for the School Resource Officer position to partially off-set the cost of the program. The Crisis Triage Facility is currently expected to be funded through a combination of state and county grants.

RECOMMENDATION

No action is required at this time, as tonight’s item is for discussion purposes only. Staff recommends that Council ask staff questions on the work to expand RADAR to become the Regional Mobile Crisis Response Program including the proposed formation of a non-profit entity, in which the City will be a principal, and the draft interlocal agreement. Staff also recommends that Council provide feedback on the development and siting of a crisis triage facility in North King County.

ATTACHMENTS

- Attachment A: 2022 Council Strategic Planning Workshop Memo – Goal 5, Action Step 5 Update
- Attachment B: Draft Interlocal Agreement
- Attachment C: Draft Articles of Incorporation
- Attachment D: Summary of Draft Community Mobile Crisis Response Agency Interlocal Agreement
- Attachment E: Interlocal Agreement Options Matrix
- Attachment F: Summary of Draft Community Mobile Crisis Response Agency Articles of Incorporation
- Attachment G: Letter of Support for Connections Health



Memorandum

DATE: February 11, 2022

TO: Mayor and Councilmembers

FROM: Christina Arcidy, CMO Management Analyst
Ryan Abbott, Interim Police Chief

RE: Goal 5, Action Step 5 Update

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

Background

During the 2021 City Council Strategic Planning Workshop, Council discussed Police Services and gave staff direction on exploring alternative non-criminal police service delivery models and other opportunities for criminal justice reform. Council approved the following action step within their [2021-2023 City Council Goals and Work Plan](#) as part of the direction to staff:

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

Staff provided an update to Council at their September 20, 2021, meeting, and a link to the staff report may be found here: [Discussion of 2021-2023 City Council Goal 5, Action Step 5 Regarding RADAR, Alternatives to Police Services, and Other Possible Criminal Justice Reforms.](#)

Council has requested an update on this action step during the 2022 City Council Strategic Planning workshop. They have also asked staff to include information on the City's work to site a crisis triage facility as well as provide background on the King County Mobile Crisis Team.

In addition to this memo, Council may find it helpful to review [King County's Behavioral Health 2022 Legislative Priorities](#). It provides additional context to the gap in services regionally related to behavioral health services, which is touched on throughout this memo.

Maximizing the North Sound RADAR Service Delivery Model

During the 2021 City Council Strategic Planning Workshop, Council expressed their interest in seeing the RADAR program fully staffed and operational as part of their interest in alternative police services models. The following is an update on the RADAR Program's current status and future plans.

Staffing Challenges and Opportunities: Staff previously shared that recruitment and retention of qualified mental health professionals (MHPs) was a significant challenge to maximizing RADAR. RADAR MPH Navigators must pass a more stringent criminal background check than typical mental health professionals due to their access to sensitive information in a police department setting. Additionally, the MHP Navigator positions have only been parttime (0.5 FTE) contractor positions with a requirement to have their own liability insurance. The lack of hours, employer paid benefits, and requirement to provide their own insurance have been major barriers to filling the positions. To address this, RADAR has been transitioning the funding to cover three 1.0 FTE's, hiring them as benefitted staff of one of the member cities (Bothell), and will not be requiring the MPH Navigators to provide their own additional liability insurance at this time, relying instead on the coverage provided by the Washington Cities Insurance Authority (WCIA) to extend WCIA's policy coverage for these positions. There will continue to be two 0.5 FTE contracted positions funded under the Washington Association of Sheriffs & Police Chiefs (WASPC) grant.

Bothell recently posted the positions and the first round of interviews occurred at the end of January. While these candidates already had this experience, future candidates being considered for the next round would be invited to ride-a-longs with Police Officers, which is additionally beneficial to MHPs who have not previously been embedded with law enforcement to ensure they are clear about the working conditions and clients served. One candidate proceeded to the background check stage of the selection process. The law enforcement background check is lengthy and expected to take several weeks to months, however this results in staff that law enforcement is more likely to trust and work from day one. Bothell will keep the RADAR Navigator position open and continue to accept candidates in case people drop out or are eliminated during the application process but also in hopes that additional funding may be secured to bring more staff on in the immediate future. In the meantime, there

are four part-time contractors in place serving as Navigators, and they will be phased out as fulltime employees are on-boarded.

Shoreline and other RADAR cities will have permanent office space for the fulltime Navigator staff, who will be available to respond across all five cities to crisis events. Shoreline has additional capacity for RADAR Navigators to be housed in the Police Department as the program expands. Looking forward, RADAR Navigators will have the capability to respond independently, especially for follow-up visits and when there are not safety concerns, of police. As such it is anticipated that RADAR Navigators will need access to vehicles. Vehicles have yet to be secured, and a request has been made to Shoreline and other RADAR cities regarding the opportunity to use ARPA or general funds to contribute toward a vehicle, which will be further discussed below. Shoreline has confirmed that vehicles in our administrative pool can be utilized by the RADAR Navigator in Shoreline until a dedicated vehicle is needed and/or acquired.

Program Model: RADAR is currently operating (Phase 1) on a limited basis with four part-time contractors as a co-responder model while hiring continues for a Phase 2 staffing model of 1.0 FTE Program Coordinator and 3.5 FTE Navigators. The co-responder model allows on-shift RADAR Navigators to respond to calls real time with Police. Teams also take referrals from Officers and respond with follow-up outreach when Navigators are on-shift. Once the three fulltime positions are filled, RADAR Navigators will target 10:00 a.m. – 6:00 p.m. or later, seven days a week, as their primary hours of co-response with Police. Eventually, 10:00 a.m. – 10:00 p.m. would be the goal, based on available staff time, program utilization, and call type data gathered by the RADAR Navigator Program Manager from other agencies and other similar programs in the region to support this model. That said, as the RADAR Program continues, adjustments can be made to best meet the needs of the member cities.

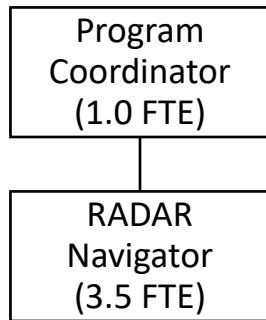
An increased capacity of Navigators could also expand the type of work the Navigators could do when they were not being called for active crises, which would still be their primary function. In Shoreline, this could mean that they support the Lake City Partners Street Outreach Worker as they make contacts with people who may or may not be in crisis or provide training for City staff or King County Sheriff's Office (KCSO) police officers. With vehicles, Navigators could go to areas where people are typically living homeless and work to build relationships with people experiencing homeless. This is more akin to an alternative responder model like CAHOOTS in Oregon. This is a longer-term goal staff is interested in exploring once the program is 100% operational.

The expansion of RADAR would involve some one-time costs, primarily for the addition of two vehicles. The RADAR cities have been approached about funding at least one Navigator-specific vehicle as soon as possible, which will be necessary to move to a hybrid model that would allow Navigators to respond to some non-crisis calls without a co-responding RADAR Deputy.

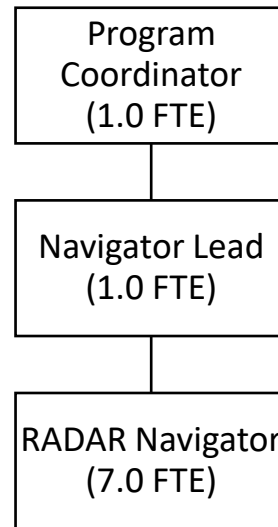
Shoreline has approved the immediate use of its City fleet for RADAR Navigators until such time as RADAR vehicles can be obtained. RADAR would need an increase in MHP staffing to a minimum of 1.0 FTE MHP Navigator Lead, 7.0 FTEs Navigators and two vehicles to provide complete coverage for 10:00 a.m. – 10:00 p.m., seven day a week coverage across the five member cities. RADAR is currently seeking funding for implementation of Phase 3 in 2023.

RADAR Navigator Program – Staffing Models

Phase 2 – 2022 (Current) Staffing Model



Phase 3 – 2023 Staffing Model



Program Budget: The five RADAR Program cities have expressed an interest in scaling the program to cover 10:00 a.m. to 10:00 p.m. seven days a week as soon as possible. The Program Coordinator believes they can expect to hire all seven Navigators plus the Navigator Lead by the end of 2023, given Human Resources support from Bothell and the number of qualified candidates. The cities discussed a cost sharing model for the RADAR Program based on population but could be updated in the future to be a combination of population and usage or just usage. The percentage would be applied to the net cost of the program after systemwide revenue was applied, such as the Department of Justice (DOJ) grant or King County’s Mental Illness and Drug Dependence (MIDD) funding.

RADAR Program Per Capita Contribution (%)

City	2021 Population	Per Capita Contribution (%)
Bothell	48,330	20.29%
Kenmore	24,050	10.10%
Kirkland	92,900	39.01%
Lake Forest Park	13,630	5.72%
Shoreline	59,260	24.88%

For 2022, the City plans to reallocate the previously authorized budget for the KCSO School Resource Officer (SRO), which was \$203,000, to cover Shoreline's portion of the RADAR expansion and to contribute to some of the one-time costs of expansion. The Shoreline School District is no longer requesting a SRO. For the 2023-2024 biennial budget request, the City Manager plans to eliminate the SRO position and reallocate the funding to RADAR permanently. The City Manager also anticipates recommending some general fund resources to cover the remainder, which could come from jail savings or other sources. The City Manager's request in the 2023-2024 budget process for the RADAR Program would be \$247,437 annually, with the budget savings from the vacated SRO position funding the majority of the program.

RADAR Navigator Program – Annual Program Budget, Phase 1-Phase 3

	Phase 1	Phase 2	Phase 3 Expansion Costs	Phase 3
EXPENSES	2021	2022	2023 ¹	2023 ¹
Personnel	\$411,060	\$730,567	\$10,000	\$1,274,967
Uniforms and Equipment	\$5,539	\$13,850	\$142,250 ²	\$36,050
Information Technology	\$15,130	\$19,284	\$0	\$24,726
Training and education	\$8,000	\$16,000	\$0	\$24,000
Miscellaneous	\$2,000	\$5,000	\$0	\$6,500
Administrative costs (10%)	\$44,173	\$57,570	\$15,225	\$136,624
EXPENSE TOTAL	\$485,902	\$863,171	\$167,475	\$1,502,867
REVENUE				
MIDD	\$390,000	\$403,802	\$0	\$0
MIDD – Unsecured	\$0	\$0	\$0	\$436,000
WASPC	\$70,000	\$70,000	\$0	\$0
DOJ	\$0	\$38,800	\$0	\$72,401
Bothell Public Safety Levy ³	\$0	\$140,000	\$0	\$0
REVENUE TOTAL	\$460,000	\$646,602	\$0	\$508,401
NET PROGRAM COSTS (UNDER)/OVER BUDGET	(\$25,902)	(\$216,569)	(\$167,475)	(\$994,466)
SHORELINE CONTRIBUTION (24.88%)	\$0	\$41,670	\$171,014	\$247,437

¹ Planned year of expansion. All numbers are in 2022 dollars, so future costs will likely increase in conjunction with inflation.

² This includes the purchase of two RADAR vehicles.

³ Bothell has allocated \$140,000 of their public safety levy for RADAR program. This would be netted against their allocation for Phase 3 and Full Implementation costs

Improving RADAR Links to Behavioral Health System: Shoreline recently received a Department of Justice grant to both help expand RADAR and target a weak point in the current treatment system, which is the transition from law enforcement contact during a crisis to ongoing treatment services. The City, the [Center for Human Services](#), and RADAR received a Department of Justice's Bureau of Justice Assistance [Law Enforcement Behavior Health Responses grant](#) to provide additional co-responder capacity in the RADAR Program (0.5 FTE) and a fulltime Mental Health Professional Treatment Navigator at the Center for Human Services, as well as covering some of the time of co-responding officers to begin to bridge an existing gap in services for RADAR participants.

The partnership with the Center for Human Services to host a Mental Health Professional Treatment Navigator aims to help people in crisis connect with the behavioral health system when the person is not currently enrolled in Medicaid or does not have private insurance. The behavioral health system is not set up to take someone in immediately if there is no one to pay for treatment, so this grant fills the gap to pay for services received by someone in crisis to both help connect them with services and set them up with Medicaid or private insurance. The Mental Health Professional Treatment Navigator can conduct the initial intake to determine the best course of treatment and can also conduct other assessments, such as those typically done by a Chemical Dependency professional that meets licensure requirements under the WAC. Many of the pre-assessment services (such as signing up for Medicaid) are not reimbursable.

Often individuals who would be served by the Mental Health Professional Treatment Navigator had Medicaid at one time, but their coverage lapsed due to missing a required annual sign-up period or Medicaid being "turned off" due to an arrest. This often results in people no longer accessing medical care, no longer taking necessary medications, and no longer able to access the wider safety net available for those with behavioral health needs due to their conditions worsening. The hope is that the Mental Health Professional Treatment Navigator can help connect or reconnect individuals to critical services and help build relationships with individuals to prevent future disconnections with behavioral health services.

Due to current staff shortages within the behavioral health field, staff is currently working with the DOJ to increase the flexibility of the initially envisioned 1.0 FTE Mental Health Professional Treatment Navigator so that the duties can be spread out over multiple existing people at CHS instead. This would increase the Center for Human Services capacity for providing these services for people in crisis. Based on previous grants with DOJ, staff expects this proposal to be accepted.

Need for Regional Crisis Triage Facility: The RADAR partner cities of Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline are continuing to pursue efforts to increase their capacity to respond to individuals experiencing behavioral health crises. However, these programs can only

go so far if there is not a location to take individuals in acute crisis to receive appropriate care. Today, the options for a responding MHP Navigator or Police Deputy for individuals in crisis are likely jail or a hospital emergency room. What is needed in north King County is a “crisis triage facility¹.” The cities are using this term to describe a facility where the staffing and resources are available to provide the needed support to a person in a behavioral health crisis, whether due to mental illness or substance abuse disorder. A crisis triage center that would provide a more appropriate and effective place to bring individuals who need assistance.

Surprisingly, King County currently has very limited facilities like this. However, two such facilities received funding from the State Legislature last year pursuant to the settlement of the Trueblood case. The Trueblood case is a class action lawsuit that enforces a person’s constitutional right to timely competency evaluation and restoration services. Class members are all people waiting in jail for court-ordered competency evaluation and restoration services. The Trueblood-settlement facilities are slated to be located in south King County and the City of Seattle, though specific locations have not yet been determined.

The cities have met with King County staff are in the process of evaluating how a larger partnership with the County could move forward. King County government is the state-designated Behavioral Health Administrative Service Organization² (BHASO) for the jurisdiction of King County. The BHASO plays several roles, two of which are key to this issue: 1) they are responsible for providing crisis behavioral health services for the region, taking both money and mandates from the State; and 2) they are the entity through which state and federal behavioral funding passes, including reimbursement from Medicaid. In this role, they have also developed significant subject matter expertise, which the cities lack. For all these reasons, the County is a necessary partner in the potential siting of a crisis triage center. In order to move forward, the cities and County will need to develop a partnership and, together, figure out a number of factors, including:

- What behavioral health provider would be an appropriate, interested and capable partner in developing a facility. Providers need to be certified to do this work, and have the capacity to, for instance, bill Medicaid for services when appropriate. King County will have worked with this provider community and will bring significant knowledge to the table.
- What kind of program model and facility licensure type makes the most sense.
- Evaluate reimbursement models to understand whether and how external funding sources, such as Medicaid, can help support operations.
- Locate site and estimate/secure funds for acquisition, design and construction.

¹ There are several specific facility types with specific names that have distinct differences between them. At this stage, the cities lack the knowledge to identify a specific licensure type, thus is using a generic term.

² The state is divided into 30+ such districts, with a designated BHASO in each one. In some parts of the state, that entity is a private behavioral health service provider.

The timeline for moving forward is unclear, but the next opportunity for significant facility funding would be the 2023 State Legislature session. In order to be well-positioned for that opportunity, the cities and county will need to resolve a number of the foregoing questions. Finding a provider is likely to be a key next step. The coalition will be taking several “virtual open house” tours of other facilities within Washington State to identify best practices and lessons learned that can inform this work. Additionally, the City will be participating in a roundtable discussion with Governor Jay Inslee on March 1 about this topic, the needs assessment, and the work the cities are doing on this. The Governor is interested in raising awareness for projects like this, understanding the needs on the ground, and “plugging in” to the regional conversation. The Mayor and City Manager will be attending this roundtable on Shoreline’s behalf.

King County Mobile Crisis Team: The King County Mobile Crisis Team is operated by the Downtown Emergency Service Center (DESC), which provides emergency shelter and survival services for people living in a state of chronic homelessness due to their severe and persistent mental illnesses and substance use disorders. The Mobile Crisis Team is made up of 43 Mental Health Professionals and Substance Use Disorder Professionals. The Mobile Crisis Team only accepts eligible individuals in behavioral crisis who are referred by first responders in King County, including law enforcement, Fire Department/Medic One units, designated mental health professionals and hospital emergency departments’ social workers. Individuals aged 18 and above are referred because they are in behavioral health (mental health and/or substance use related) crisis. The service is voluntary, therefore the individual must agree to meet with the Mobile Crisis Team.

The Mobile Crisis Team responds in teams of two. Once the team receives a referral, they travel to the individual and attempt to provide services the client may need. This can include resources for shelter, meals, or medical services; connection with a mental health provider; donated clothing; and/or referrals and possibly transportation to the Crisis Solutions Center or another service provider, etc. The goal is to help resolve client crises by finding the least restrictive alternative. The team works closely with Designated Crisis Responders and other first responders to assess individuals for risk of harm to themselves or others. The Mobile Crisis Team can mobilize and respond to support individuals who are in crisis anywhere in King County.

Mobile Crisis Team Use in Shoreline: DESC tracks the use of the Mobile Crisis Team in Shoreline by referrals from Shoreline Police Department and Shoreline Fire. The chart below shows the number of calls made by Police and Fire to the Mobile Crisis Team per year over the last five years. About 20% of those calls were not responded to by the Mobile Crisis Team. According to DESC staff, this appears to be due to the Mobile Crisis Team being engaged in another case, the team providing a phone consult only, the referred individual was deemed to not to meet

eligibility, or the referral was withdrawn by Police or Fire. About 80% of the time, the Mobile Crisis Team attempted an outreach with an individual, and about 10% of the times they were unable to locate the individual. This means about 70% of the time the Mobile Crisis Team were able to assist Police or Fire with an individual in Shoreline.

Mobile Crisis Team Requests in Shoreline (2017-2021)

	2017	2018	2019	2020	2021	Total
Shoreline Police Department	34	24	17	28	38	141
Shoreline Fire Department	27	13	23	18	21	102
Total	61	37	40	46	59	243

One challenge experienced by Police is the long wait times for the Mobile Crisis Team to respond. The average wait time in the last five years was 64 minutes, and in 2021, this went up to 73 minutes. For Police attempting to respond to someone experiencing crisis, this is a long time to wait for additional assistance. The benefit of the RADAR program will be that a Navigator is on-duty and can respond within a goal time of ten minutes to any of the five cities. The RADAR Program expansion will allow Shoreline and the other member cities to respond faster to people experiencing a behavioral health crisis that the current Mobile Crisis Team and the cities will have control over the program model and Navigator schedule to adjust to meet the community need.

Next Step Recommendation: Staff recommends additional support for RADAR in 2022 to expand to the Phase 3 funding model as soon as possible. Assuming that all five cities continue to participate in the program, that the MIDD funding continues to be one of the revenue sources for the program, and that the participating cities agreed to share the remaining costs based on a population formula, staff estimate's that Shoreline's share would be \$41,670 in 2022, a total of \$171,014 for one-time expansion costs over 2022 and 2023, and \$247,437 annually starting in 2023.

The City could pay for Phase 3 implementation plus the one-time expansion costs) with cost savings due to the Shoreline School District no longer wanting a School Resource Officer. The cost savings in 2022 will be \$203,000.

Staff also recommends the City continue pursuing the siting of a crisis triage facility in Shoreline, though additional next steps and possible budget impacts are still unknown.

Exploring an Alternative-Responder Model

During the 2021 City Council Strategic Planning Workshop, Council gave direction for staff to pursue alternative-responder models with the intent of having civilian responders complete work historically performed by Police. During the September 20, 2021, update, Council gave

staff further direction to maintain the current level of service with Police response where there was not a safe, effective, and efficient alternative-responder.

Crisis Responses: Based on the Council’s interest in expanding the RADAR Program, staff is no longer pursuing other possible alternative-responder models for crisis responders outside of RADAR. Instead, staff is working on continuing to pursue additional MHPs and funding sources for RADAR’s expansion and identifying other places in the behavioral health crisis system that need addressing, such as the already mentioned need for a crisis triage facility.

Non-Crisis Responses: Staff presented several non-crisis calls for service types that may be eligible for an alternative service delivery method during the September 20, 2021, Council meeting. Council directed staff to focus future research on the top five non-crisis calls for service, which include welfare checks, trespassing (non-criminal), alarms, noise complaints, and mental health calls. Staff also further researched the Community Service Officer position, which was identified as a possible resource for responding to non-crisis calls.

Top Five Non-Crisis Calls for Service: The top five non-crisis calls for service were identified after reviewing three years of calls for service data in Shoreline from 2017-2019. The following graph shows what was presented to Council in September 2021 regarding these five call types. It includes the number and percentage of calls in 2019 and preliminary possible alternative responses, which were identified prior to further analysis. These calls represented between 20-25% of all calls for service to Police in 2019.

Top Five Non-Crisis Calls for Service to Shoreline Police in 2019

Call for Service Type	# (%) of Calls	Preliminary Possible Alternative(s)
Welfare checks	1,015 (6.45%)	Request Shoreline Fire to respond
Trespassing, non-criminal (parks & businesses)¹	UNK (less than 1,000 per year)	No response
Alarm	1,020 (6.48%)	CECRT responds (1-2 hour delay after hours)
Alarm – Commercial	417 (2.65%)	
Alarm – Residential	603 (3.83%)	
Noise complaint	628 (3.99%)	CECRT responds (1-2 hour delay after hours)
Mental health calls	600 (3.81%)	Future expansion of RADAR or partnership with future crisis clinic

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

Staff has since reviewed these calls in more depth to understand why someone makes this type of call for service, what a response to this call currently entails, who is authorized to make a response, and what other alternatives currently or could exist in the future for responding to such calls. This information is summarized in the sections below about each of the five types of calls for service.

Welfare Checks: A welfare check is most typically when police stop by a person's home to make sure they are okay. Requests for welfare checks are made by friends, family, and neighbors, typically after someone unexpectedly stops answering their phone, does not answer the door, or mail starts piling up. Welfare checks were once associated with the elderly but have recently been a critical tool for people who are at risk of taking their own life or people are otherwise concerned for someone's mental health and wellbeing. Welfare checks can also be made for people sleeping outside on a bench or street or someone acting erratically. Those calls typically come in from people who do not know the individual they have concerns about.

By their nature, welfare checks are dangerous calls for responding Police Deputies. There is always the possibility of weapons being a factor for a responder at these calls. For this reason, Fire will not respond to welfare checks without a co-response with Police. While both Police and Fire are authorized in certain circumstances to enter a home with force, Fire will not do so without Police for a welfare check. While some calls result in someone being found deceased or having fallen several days before and need medical care, Police have responded to other welfare checks where a person is waiting armed for someone to come to the home. Due to the safety concerns with welfare checks, it is not recommended that these calls are responded to by anyone other than Police or Police with Fire.

Trespassing: Private property owners or businesses call Police when someone is on their property and engaged in behavior that the property owner or business does not want, and Police will respond to potentially trespass that person from the property. While anyone can call to request a trespass on someone, Police will observe the individual's behavior(s) to decide whether to trespass the individual. Police must also have support from the business or private property owner to trespass the person. Police will not trespass an individual based on appearance, race, gender, or other non-behavior related characteristics that could originate from discrimination and instead of exhibited behavior.

A call for service to trespass someone is often made because the person is acting aggressively, and the reporting party feels unsafe. When Police arrive, the individual may try to engage a Deputy physically. Only commissioned Police Officers can authorize a trespass order, though they do not typically make an arrest on the initial trespass request. For a second offense, Police will make an arrest or issue a criminal citation. Due to the need for a commissioned Police Officer to enforce a trespass order, these calls cannot be responded to by anyone other than Police.

Alarms: Private residential and commercial alarms are almost always false. When Police receive these calls, they are considered Priority 3, which is the lowest priority call. As a result, it can take several hours for a Deputy to respond to an alarm call. Once on scene, a Deputy will walk the property and look for open or broken doors or windows or other signs that someone may have entered the home or business. If they believe there is a burglary in progress, they will call for assistance from other officers. Otherwise they will leave a flyer for the property owner or business informing them of the false alarm and that they may be fined for the false alarm by the City if more than one false alarm occurs within a six month time period according to [SMC 9.20.040](#). In other cities served by KCSO, false alarm calls decreased with false alarm fines. The City does not currently have staff to track and send fines to people or businesses with consecutive false alarms within a fining period. This would take additional staff resources to complete, either through a budget add or the reprioritization of other work.

In Burien, Police only respond to confirmed burglaries, meaning that someone must witness an in-progress burglary or find that their property has been burglarized for Police to send a response. This means the alarm company contacts a property key holder (typically the home or business owner) to confirm the alarm. The key holder would likely then need to go to the property to confirm the alarm. Burien's policy decision is based on available resources and the number of false alarm calls Police were responding to that was taking them away from other higher priority calls. While staff is not recommending that at this time, it may need to be revisited in the future due to Police vacancies.

The City's Code Enforcement/Customer Response Team (CECRT) was explored for a possible alternative-response for alarm calls. An afterhours response to an alarm from CECRT would be responded to one to two hours after the initial callout and result in a minimum three hour call out at one and a half rate of pay. This is approximately \$150-175 per alarm call out, which does not include employer paid benefits or taxes.

Staff is recommending that Police continue responding to alarm calls according to the current practice. This model uses existing resources to respond to this lower priority call. That said, an alarm that is manually activated or a panic type alarm is a Priority 1 call, a confirmed burglary in progress is also a Priority 1 call, and for businesses they have a silent hold up alarm, those are a Priority X call. These calls would continue to be responded to according to these higher priority levels. Staff is not recommending that the City stop responding to alarm calls at this time.

Noise Complaints: Noise complaints are usually based on noises coming from a party, the sounds of a moving vehicle, or music from a parked vehicle, but can also be noise from domestic disputes. Responding Deputies bring a sound level meter to measure the noise according to the procedures outlined in [SMC 9.05.030](#). If the Deputy finds that the noise is in

violation of the SMC, they may fine the responsible party \$100. While anyone can be trained on the use of the sound level meter, only Police can fine the responsible party when appropriate.

If the noise complaint is part of an on-going neighbor dispute, as has happened in the past, it may be appropriate to send a RADAR Navigator or the KCSO Community Service Officer (described in more detail below) as a follow up to the noise complaint. On-going issues between neighbors can benefit from mediation or resources to address other underlying issues, such as a reporting party's deteriorating mental health condition that may be contributing to the dispute. As the RADAR Navigator program is stood up, this can be part of the types of follow ups they can do with or without Police.

Mental Health Calls: Non-crisis mental health calls are those where there is no immediate threat of harm to someone but there may be a need for additional services. Often when people do not know who to call, they call 911. RADAR's focus will be on crisis mental health calls, but as people become known to them and are not a known threat, RADAR can start responding without Police when available. These responses may be to people who are elderly and expressing signs of a worsening mental health condition. It could be connecting a teen who is having a bad day to a future crisis triage facility where they can be connected to regular counseling services through their insurance provider. It can also be co-responding with Lake City Partners' Street Outreach Worker to assist with connections to the behavioral health system. The City will continue to pursue opportunities and connections for those with behavioral health needs to be served by and connected to the behavioral health system instead of only being responded to by Police.

Community Service Officer Position: Another opportunity to address non-crisis calls for service is with our existing or adding a second KCSO Community Service Officer (CSO) position. These non-commissioned officers do not carry a firearm but do wear a uniform. Their responsibilities include supporting deputies with law enforcement activities that do not require enforcement authority, coordinating community events, and increasing engagement with underrepresented groups. Examples of law enforcement activities they can perform include mediating and providing crisis intervention for family, landlord/tenant, and neighbor disputes; supporting cases of domestic violence, child/elder abuse and neglect, mental health issues, deaths; interviewing victims and witnesses of various crimes and providing referrals and information on social services, laws, and ordinances and arrange for emergency services; assist traffic control at accidents, hazards, fires, disasters, and public events; and handle, log and process crime scene evidence. The annual cost for an additional CSO would be \$154,644.

While adding a CSO is a viable option for Shoreline, the RADAR Navigator Program expansion may cover many of the desired alternative responses a CSO can accomplish. Additionally, Navigators will not wear a police uniform, will respond in a "civilian" responder vehicle, and will have the additional education and training of a Mental Health Professional that is needed for

effectively working with people in crises of all kinds, including neighbor disputes and domestic violence situations as appropriate. Other King County cities with more than one CSO are currently discussing possibly repurposing CSO funding and using it for Mental Health Professionals instead due to MHPs increased skillset, access to a professional network of other MHPs, and the ability of MHPs to provide affidavits to Designated Crisis Responders and the courts. According to Shoreline's Interim Police Chief, Shoreline may not have enough work for an additional 1.0 FTE based on their non-commissioned role limiting their work and lack of training as an MHP.

Next Step Recommendation: Staff is recommending that crisis and non-crisis Mental Health calls for service continue to be pursued by alternative-responders through RADAR. As RADAR expands, the Navigators could take on additional types of calls when they are not attending to crisis calls, which will be their primary responsibility. Staff is also recommending continued expansion of the RADAR Navigator Program over the addition of a second KCSO Community Service Officer due to the range of knowledge, skills, and abilities a Mental Health Professional will bring to the role.

Staff is not recommending that the other calls are responded to by anyone but Police at this time. It may be possible in the future to pilot a program to fine people or businesses that have excessive false alarms, as provided by the SMC, and this would need to be a collaboration between the KCSO and City based on available resources of both organizations.

Staff had previously recommended that North King County Mobile Integrated Health unit of Shoreline Fire present at a future Council meeting on their program model, future plans, and funding sustainability. This is tentatively scheduled for April 2022.

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

The third element of this goal is addressing the inequitable treatment of low-income misdemeanor defendants. If someone who is low-income or unhoused is charged with a misdemeanor crime in Shoreline, they have a greater likelihood of not receiving a court summons, failing to appear to their court hearing, being arrested for failing to appear, being unable to bail out of jail (typically \$50 for a \$500 bail), and spending more time in jail pre-conviction than they would if they are convicted. There is more to be done to keep people out of jail, continue their ability to be and stay employed, and be free from the burden of criminal justice system related fines and fees.

City Obligations: Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. This includes court, jail, prosecution, and public defense services. The County provides for felony, juvenile, family, civil, and small claims cases through District or Superior Court. Cities must carry out their criminal justice

responsibilities through their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services. The City has provided these services through an interlocal agreement with King County District Court since incorporation.

Cities are obligated to pay for the costs of prosecution and incarceration of persons committing infractions and misdemeanors within the city. The Shoreline City Attorney administers a contract for prosecuting attorney services and staff. The City currently uses King County Jail, South Correctional Entity (SCORE) Jail, and Yakima County Corrections Jail for jail housing services.

The City is required to provide indigency screening and public defense services to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions, and trials. The City Manager's Office administers contracts for indigency screening services and public defense attorney services and staff.

Establishing Baseline Data: Staff has been working with our criminal justice contract partners with the intent improving outcomes for misdemeanor defendants who are low-income. Staff's initial focus has been to receive data from contract partners for analysis and the establishment of agreed upon baseline data. The hope is that by providing Council with baseline Shoreline criminal justice data with some analysis, Council may weigh in on identified potential solutions based on the analysis. From there, the City can work with partners to pilot programs or policy changes and analyze their impacts on low-income misdemeanor defendants. This can be done through the City implementing solutions it has control over, requesting contract partners to implement policy or program changes, negotiating regional agreements with partners for policy or program changes, or work with other cities to influence changes with contract partners.

Since the City contracts for criminal justice services, it does not have the access or control over the data staff needs for a robust policy analysis. Shoreline does not have data to tell the story of Shoreline's overall misdemeanor jail population, let alone any cross section of that population such as the indigent misdemeanor jail population. Without a clear understanding of who ends up in jail, why they end up in jail, what changes bring them to jail, what underlying conditions may be impacting them being in jail, etc., possible policy or program solutions are only guesses.

Shoreline has not previously asked our partners for the kind of data needed to conduct this analysis in the formats needed until now. A key finding is that the City's contract providers are not collecting many of the types of data about this population that would help us answer these questions and lead to possible solutions, do not have policies in place regarding sharing data with cities contracting for services, do not share data between partners (such as between King County District Court and SCORE Jail), and lack staff to complete timely and effective data reporting for contracting cities.

Shoreline currently has very limited staffing to lead or assist with enhancing the data collection, reporting, and analysis across the City’s criminal justice contract partners. This limitation will influence the speed at which the City can identify possible policy or program concepts for criminal justice reform within the City, in partnership with contract providers, and across the region. As such, staff does not yet have adequate data to do a comprehensive analysis with recommendations. Staff has done some analysis and what follows is some preliminary information for consideration and ideas for future analysis.

Jail Population Trends: Staff has begun working with South Correctional Entity (SCORE) Jail to analyze available data on Shoreline’s pre-sentenced in-custody misdemeanor defendant population. Staff is seeking to create a baseline on jail utilization data to understand what types of interventions and diversions might have the most effect on lowering jail bookings, lowering the length of jail stay, and lowering the need for acute medical and behavioral health services while in jail. Staff requested data for the last five years (2017-2021) of Shoreline SCORE bookings to conduct this analysis.

SCORE has not yet sent all the data City staff requested, which staff believe is due to SCORE Jail not having ever received such a comprehensive data request on their in-custody population. While the City receives daily booking sheets with information on each in-custody defendant, SCORE has not yet been willing to send this same data to the same City staff by year for analysis purposes. The following chart details the data that the City receives from SCORE (either daily or monthly) broken into received for analysis versus not received for analysis. The difference is receiving the data in a spreadsheet form for all five years versus received in PDF form on a daily booking sheet by defendant or on a monthly billing invoice, neither of which is conducive to analysis.

Needed SCORE Data for Analysis

SCORE Data Received for Analysis	SCORE Data Requested for Analysis
<ul style="list-style-type: none"> • Age at Booking • Booking/intake date and release date • Booking number • City of Residence • Ethnicity • Length of stay • Name • Race • Sex 	<ul style="list-style-type: none"> • Booking Charge(s) • Cause Number • Data of Birth • Home phone • Housing Types Used • Medical/Mental Health Needs • Released To • Release Type • SCORE Unique Identifier Number • Start and end dates of billing • Street Address

Staff is continuing to work on this request for information and will update Council with more analysis as additional data is received. Despite initial challenges, staff have made some preliminary findings, using a mix of the daily booking sheets where available, the monthly billing invoices, and the data spreadsheet from SCORE, which are outlined in the following paragraphs.

General Trends: There were 1,930 defendants that accounted for 3,247 bookings from January 2017 – December 2021. Of these, 37.51% were booked only once and 25.19% were booked only twice on Shoreline charges. A future analysis could look at the types of charges, eligibility for a public defender, and other factors, such as race, housing, or type of medical insurance to determine what factors may lead to less frequent jail time and shorter jail stays for those who are low income. Staff needs access to additional data from SCORE to complete this analysis. Analysis could also be done across all SCORE Jail bookings (all member and contract cities) or other jails (King County Jail, Kent Maleng Regional Justice Center, Seattle Jail) to determine if some of the infrequent Shoreline bookings were booked frequently by other cities.

Specialty Housing Trends: SCORE started billing cities separately for three additional types of daily bed services used in 2020: mental health residential unit, medical clinic, and acute mental health unit. These services are billed to cities per defendant per day used in addition to the regular daily rate. These additional daily rates are not stacked on top of one another, rather are billed one at a time in addition to the regular daily rate. Defendants are clinically determined to need additional services over and above what is provided with the regular daily bed and are then transferred to one of these additional units for the appropriate care.

Staff used invoice data from 2020 and 2021 to analyze specialty housing trends at SCORE. Initial findings show that of the 607 total defendants housed in SCORE over these two years, 126 defendants (21%) spent at least one night in specialty housing. Specialty housing accounted for 25% of the total nights spent in jail. This was at a total cost to the City of \$211,907. While the medical clinic and acute mental health unit used about the same for both years, mental health residential use went up about 32%.

City Costs for SCORE Specialty Housing

SCORE Service	2020	2021	Total
Mental Health Residential	\$ 53,265	\$ 70,278	\$ 123,543
Medical Clinic	\$ 33,201	\$ 33,201	\$ 66,402
Acute Mental Health	\$ 11,120	\$ 10,842	\$ 21,962
		Total	\$ 211,907

Staff also looked at median use of stay for each of the three services. Defendants had a median stay of 12 days in the mental health residential unit, two (2) days in the medical clinic, and two (2) days in the acute mental health unit.

Additional analysis on this data would include what charges individuals were booked in on and how many were booked due to a warrant for an FTA. The data seems to indicate that additional behavioral health support is needed for the misdemeanor in-custody population. It would be helpful to know more about the services provided while in jail, what considerations are made for people who are released from jail having spent time in one or more of these specialty housings, and what type of recidivism rates they experience.

High Jail Utilizer Trends: Of the 1,930 defendants booked between 2017-2021, 36 (1.87%) of these defendants were booked eight (8) or more times over the five years studied and accounted for \$404,540 (11.23%) of the regular bed costs to the City. This did not include the costs for any specialty housing they may have also received. Staff are interested in further analysis about the specialty housing services they may have received in jail, in addition to the types of analysis already mentioned above.

While not all data regarding booking charges is currently available, it appears that over half of the high utilizers return to jail because of an FTA warrant. When there for the FTA, they spent anywhere from 1-76 days in jail, with the median days in jail being nine (9). This confirms that interventions to lower the FTA rate continue to be a priority to lower the number of jail bookings.

Additional Data Opportunities: While SCORE Jail does not currently share data with King County District Court (KCDC), there could be opportunities to provide certain types of data to KCDC to help ensure defendants are receiving timely court summons or even have them “opt in” to text message reminders from Court at the time of jail intake or release. KCDC currently does not use text message reminders to any court participants due to the perceived burden to defendants who are indigent for the cost of said text message.

SCORE Jail could additionally start collecting more data that would be helpful to the City to analyze, such as languages spoke, need for an interpreter, if they qualify for and have Medicaid or private insurance, if a person is homeless, if they have a suspended driver’s license, veteran status, and other data to assist with release planning and connection to out-of-custody supports.

There may also be an opportunity to create one data sharing system throughout the State to track the misdemeanor population across criminal justice system providers, so that information gathered by one entity (such as the jails) can be accessed by another (such as the courts) to better connect people to services that will ultimately lower recidivism rates and

increase access to basic services like housing, medical care, and behavioral health care, and possibly even other services like job training, alternative courts, and ESL classes. These concepts are without factual justification without the underlying data to support the need.

At-Home Detention Program: The City previously had a contract for at-home detention from a vendor that has since gone out of business. The City is currently in the final stages of preparing to use the Washington State contract, which will give us the option to use both at-home detention and alcohol monitoring equipment for people who have been deemed indigent. City staff has met with the City's in-custody/primary public defense firm to discuss the use of the State's contract and will be meeting with others impacted by this option in the coming weeks to ensure successful rollout and implementation. The prosecutor or a public defender will be able to request to a judge that at-home detention be used instead of jail time for a defendant. We expect parties will be able to start using this option within the next 90 days, if contracting proceeds as expected. The current State contract expires May 31, 2023, and the City expects to transition to the next State-approved contract when the current contract expires.

Next Step Recommendation: Staff recommends that the City continue to work with its criminal justice partners (King County Sheriff's Office, RADAR Program, King County District Court, and SCORE Jail) to collect and analyze criminal justice data for policy analysis by City staff. Staff also recommends that SCORE Jail present at a future Council meeting on the variety of programs offered to in-custody defendants, including mental health, recidivism reduction, and re-entry programs. Staff would provide an update on negotiations for in-custody defendant's data in the accompanying staff report. This is tentatively scheduled for April 2022.

COMMUNITY MOBILE CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT

TABLE OF CONTENTS

[TO BE UPDATED PRIOR TO FINALIZING DOCUMENT]

SECTION 1. CREATION OF COMMUNITY MOBILE CRISIS RESPONSE AGENCY2

SECTION 2. TERM OF AGREEMENT.....2

SECTION 3. DEFINITIONS.2

SECTION 4. AGENCY GOALS.....3

SECTION 5. AGENCY SERVICES.....5

SECTION 6. AGENCY POWERS.....5

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.....8

SECTION 8. PUBLIC RECORDS9

SECTION 9. ADVISORY GROUPS; PRINCIPAL’S ASSEMBLY11

SECTION 10. EXECUTIVE DIRECTOR.....12

SECTION 11. PERSONNEL POLICY.....13

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.....14

SECTION 13. USE OF AGENCY FUNDS.....15

SECTION 14. ADDITION OF NEW PRINCIPALS15

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.16

SECTION 16. RETAINED POWERS OF PRINCIPALS.....17

SECTION 17. INVENTORY AND PROPERTY.....17

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.....18

SECTION 19. AMENDMENT OF AGREEMENT.....18

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY...19

SECTION 21. DISPUTE RESOLUTION.....20

SECTION 22. INSURANCE.....20

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.....21

SECTION 24. INTERGOVERNMENTAL COOPERATION.....22

SECTION 25. NOTICE.....22

SECTION 26. VENUE.....22

SECTION 27. FILING.....23

SECTION 28. NO THIRD PARTY BENEFICIARIES.....23

SECTION 29. SEVERABILITY.....23

SECTION 30. RATIFICATION.....23

SECTION 31. COMPLIANCE WITH LAWS; NONDISCRIMINATION.....23

SECTION 32. ENTIRE AGREEMENT.....23

SECTION 33. TERMINATION OF 2019 AGREEMENT.....24

SECTION 34. EXECUTION, COUNTERPARTS, AND EFFECTIVE DATE.....24

EXHIBITS AND APPENDICES

Exhibit A 2023-2024 Budget and Principal Budget Shares

COMMUNITY MOBILE CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this “Agreement”), is entered into by and among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) pursuant to the Interlocal Cooperation Act, chapter 39.34 of the Revised Code of Washington (“RCW”), for the purpose of establishing the “Community Mobile Crisis Response Agency” (the “Agency”) as a separate, independent governmental administrative agency, which shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW. This Agreement is dated as of the Effective Date (as defined in Section 34 below).

RECITALS

WHEREAS, the Formation Principals are committed to improving outcomes and services to community members experiencing crisis through a variety of programs and finding ways to reduce the potential of use of force by law enforcement; and

WHEREAS, the Formation Principals have been members of the North Sound RADAR Navigators, a grant-funded regional “co-response” pilot program (the “RADAR Program”) that pairs a contracted mental health professional with law enforcement to provide crisis de-escalation, reduce use of force, and improve outcomes for community members in behavior health crisis, through an interlocal agreement among the Formation Principals dated as of May 2019 (the “2019 Agreement”); and

WHEREAS the City of Kirkland created a Community Safety Initiative in 2021 to fund “community responders” to respond to calls involving underlying behavioral health, substance abuse or developmental disability components (the “Kirkland Community Responder Program”); and

WHEREAS, in early 2022, the Formation Principals determined to explore creation of a regional mobile crisis response entity, recognizing the potential benefits of merging the RADAR Program and the Kirkland Community Responder Program in order to achieve expanded crisis response coverage in all Formation Principal jurisdictions, elevate shared governance of these programs to city managers and/or elected officials within the Formation Principal jurisdictions, and align with regional efforts by the Formation Principals to site a crisis stabilization clinic in north King County, among other benefits; and

WHEREAS, the Formation Principals agree that public safety and emergency response services, including crisis response awareness, support and resource referral for community members with behavioral health issues, substance abuse, and/or developmental disabilities, will be enhanced by combining and expanding the RADAR Program and the Kirkland Community Responder Program into a separate regional nonprofit governmental entity to be jointly governed and funded by the Formation Principals; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, codified at 39.34 RCW, and the Washington Nonprofit Miscellaneous and Mutual Corporation Act, codified at chapter 24.06 RCW;

NOW, THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

SECTION 1. CREATION OF COMMUNITY MOBILE CRISIS RESPONSE AGENCY.

There is hereby created a regional mobile crisis response agency, hereinafter called the “Community Mobile Crisis Response Agency” (the “Agency”). The parties hereto each hereby assign to the Agency the responsibility for developing, owning, operating, and managing a regional mobile crisis response operation on behalf of the Principals as authorized by the Interlocal Cooperation Act as further described in this Agreement. The Agency shall be formed pursuant to the Interlocal Cooperation Act as a separate, independent governmental administrative agency and shall be organized under Washington law as a non-profit corporation under chapter 24.06 RCW.

SECTION 2. TERM OF AGREEMENT.

This Agreement shall have an initial term of approximately six years, from its Effective Date through December 31, 2028 (the “Initial Term”) and shall thereafter be of ongoing duration, subject to termination provisions contained herein. During the Initial Term no Principal may withdraw from the Agreement without just cause, provided that a Principal may upon action of the Executive Board be terminated from participation in the Agreement as provided in Section 12.

SECTION 3. DEFINITIONS.

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

- a. Agency. The “Agency” is the Community Mobile Crisis Response Agency, the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purposes set forth herein.
- b. Agreement. The “Agreement” is this Interlocal Agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- c. Articles of Incorporation. The “Articles of Incorporation” refer to the articles filed with the Washington Secretary of State under chapter 24.06 RCW, as such may be amended from time to time.
- d. Budget Share. The “Budget Share” means the portion of the Agency budget for a given budget period (which may be annual or biennial, as the Executive Board may determine) payable by a Principal, as further described in Section 12.
- e. Bylaws. The “Bylaws” mean the bylaws adopted by the Executive Board to govern its operations, as such Bylaws may be amended from time to time.
- f. Chief Administrative Officer. The “Chief Administrative Officer” with respect to any Principal is the City Manager in a council-manager form of city government and is the City Administrator in a mayor-council form of government.
- g. Community Members in Crisis. “Community Members in Crisis” means those individuals with apparent behavioral health, substance use, medical, developmental disabilities or basic needs crises encountered by Field Staff in their work for the Agency.
- h. Effective Date. “Effective Date” has the meaning set forth in Section 34.
- i. Executive Director. The “Executive Director” is the chief operating officer for the Agency appointed by and serving at the pleasure of the Executive Board.
- j. Executive Board. The “Executive Board” is the body described in Section 7 and shall be the legislative body of the Agency.
- k. Field Staff. “Field Staff” mean employees of the Agency, sometimes referred to as “community responders” or “navigators,” whose primary job duties are to engage with Community Members in Crisis outside of the Agency offices.
- l. Formation Principals. The Formation Principals are the original parties to this Agreement, including the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline.
- m. Initial Term. “Initial Term” has the meaning set forth in Section 2.

- n. Interlocal Cooperation Act. The “Interlocal Cooperation Act” means chapter 39.34 RCW, as it may be amended from time to time.
- o. Member. A “Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board, whether the Chief Administrative Officer of such Principal or such officer’s designated alternate.
- p. Open Public Meetings Act. The “Open Public Meetings Act” means chapter 42.30 RCW, as it may be amended from time to time.
- q. Operations Board. The “Operations Board” is the advisory body described herein.
- r. Partner Agencies. Partner Agencies are public, nonprofit, or private agencies, other than the Agency, providing services or direct assistance to Community Members in Crisis as a result of referrals made by Agency staff. Partner Agencies are not parties or third-party beneficiaries to this Agreement.
- s. Principal. A “Principal” is a general-purpose municipal corporation formed under the laws of the State which meets the requirements of Section 14, has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive services offered by the Agency according to such terms and conditions as may be established by the Executive Board. The Formation Principals are Principals.
- t. Public Safety Operations Serving the Principals. The term “Public Safety Operations Serving the Principals” shall include police, fire, emergency medical, and public safety dispatch services provided to the Principals directly through contract as well as by city departments of Principals providing these services.
- u. Public Records Act. The “Public Records Act” means chapter 42.56 RCW, as it may be amended from time to time.
- v. Quorum. A “Quorum” of the Executive Board for purposes of doing business on any issue means at least 51% of the Members (or such Member’s alternates) in number plus one additional Member (or such Member’s alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue. (By way of example, a quorum of the initial Executive Board comprised of five Members shall be four Members).
- w. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means at least 51% of the Members present constituting a quorum and voting, with each Member present and voting having one vote. (By way of example, if five Members of the Board are in attendance at a meeting and voting on an issue, a simple majority would be three affirmative votes. If four Members of the Board are in attendance at a meeting and voting on an issue, a simple majority of would be three affirmative votes).
- x. State. “State” means State of Washington.

y. Supermajority Vote. A “Supermajority Vote” means Executive Board approval of an item accomplished by securing affirmative votes of both: (1) not less than two-thirds (66%) of all Members of the Executive Board in number and (2) not less than sixty percent (60%) of the Weighted Vote of all Members of the Executive Board. (By way of example, so long as there are five Principals, then four Member in number must vote in the affirmative to satisfy the first prong of a Supermajority Vote).

z. Weighted Vote. A “Weighted Vote” means a vote in which each Member’s vote is counted according to the proportion its respective Principal’s Budget Share due and payable for the then current budget period bears to the total Budget Shares payable for the then current budget period by all Principals. A Weighted Vote may not be split.

aa. 2019 Agreement. The “2019 Agreement” is the Interlocal Agreement by and between the Formation Principals providing for joint funding of the RADAR program operated by the City of Bothell.

SECTION 4. AGENCY GOALS

The goals of the Agency shall be to:

a. Provide a consolidated and standardized mobile crisis response program operating throughout the jurisdictions served by the Principals.

b. Provide alternatives in appropriate instances to police as the primary response to community members by deploying mental health professionals or similarly certified staff as crisis responders.

c. Seek to expand Agency operations and funding to enable coverage 24 hours per day, 7 days per week.

d. Advocate for and support the formation of a regional crisis stabilization facility in North King County.

e. Support and advise public safety dispatch agencies over time as these agencies develop and adopt dispatch protocols for mobile crisis responders utilizing both the 911 and 988 systems.

f. Prioritize the safety of Field Staff.

g. Maintain a well informed and collaborative working relationship with members of the Public Safety Operations Serving the Principals.

h. Operate the Agency under a shared governance and funding model, maximizing the use of grant funding where practicable.

SECTION 5: AGENCY SERVICES.

a. The Agency has the responsibility and authority for providing, in the furtherance of improved public safety and emergency response, crisis de-escalation,

support, and resource referrals for Community Members in Crisis, through the deployment of licensed staff with training as mental health professionals and/or peer support specialists who will:

- i. Respond to in-progress calls routed directly to the Agency by public safety dispatch agencies, or that are initially routed by public safety dispatch agencies to the Public Safety Operations Serving the Principals.
- ii. Provide resource navigation, referral, and follow-up services for Community Members in Crisis as appropriate to address the current crisis and reduce risk of future crisis events.
- iii. Outreach and response to, and engagement of, Community Members in Crisis.
- iv. Provide education, training and information to the Principals' public safety departments through, among other strategies, creation of response plans for encountering known Community Members in Crisis.
- v. Establish and update from time-to-time standard protocols for communications to and from Agency Field Staff and Public Safety Operations Serving the Principals.

b. Stakeholder Engagement. The Agency will inform its service delivery practices and procedures through the engagement of Community Members in Crisis encountered by Field Staff or those with similar lived experience, an Operations Board, and Partner Agencies.

c. Information Sharing and Collaboration. The Agency will provide a forum for the sharing of information and resources for the purpose of developing expertise and data that can inform continuous learning on how to improve provision of mobile crisis de-escalation and referral services and better meet the needs of both Community Members in Crisis, Public Safety Operations Serving the Principals, and Partner Agencies.

d. Limitation on Authority. The Agency shall have no authority to set local policies or take enforcement action on behalf of any Principal.

e. Expansion of Scope of Services. The Agency may provide additional ancillary public services to the extent reasonably necessary for the development and implementation of best practices in delivery of mobile crisis response and de-escalation and referral, upon approval of a Supermajority Vote of the Executive Board. The Agency shall not operate any crisis stabilization facilities for the care of Community Members in Crisis or provide any ongoing clinical services.

f. An expansion of the scope of services is defined as items consistent with but not expressly enumerated in this Section 5.

SECTION 6. AGENCY POWERS.

Through its Executive Board, the Agency shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030, as authorized, amended, or removed by the Executive Board, including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals.
- b. Review and approve budget expenditures for the Agency.
- c. Establish policies for expenditures of budget items for the Agency.
- d. Review and adopt a personnel policy for the Agency (if applicable).
- e. Review and approve operating and financial policies for the Agency.
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Agency.
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the Open Public Meetings Act.
- h. Maintain, retain and manage records in accordance with the State Public Records Act, and other applicable state and federal laws and regulations, consistent with Section 8.
- i. Determine what services shall be offered and under what terms they shall be offered, consistent with Section 5.
- j. Retain an Executive Director.
- k. Create advisory boards and committees to review and make recommendations.
- l. Approve strategic plans.
- m. Approve the addition of new Principals to this Agreement and the terms of participation in the Agency and receipt of Agency services.
- n. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement.
- o. Direct and supervise the Executive Director.
- p. Make purchases or contract for services necessary to fully implement the purposes of this Agreement.
- q. Enter into agreements with, and receive and distribute funds, from any federal, state or local agencies.
- r. Receive all funds allocated to the Agency by Principals.
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the Agency.
- t. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets.
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction in the Agency's name.

- v. Make and alter bylaws for the administration and regulation of its affairs.
- w. Any and all other lawful acts necessary to further the Agency's goals and purposes.

SECTION 7. EXECUTIVE BOARD: COMPOSITION AND OPERATION.

a. Composition. The Agency shall be governed by an Executive Board composed of one representative from each Principal, which representative shall be the Chief Administrative Officer of each such Principal or their alternate as provided in Section 7.d. Such representatives are referred to as a Member or Members of the Executive Board.

b. Conditions for Serving on Executive Board. All Members and their alternates shall serve without compensation from the Agency. Members may serve only for such time as they are the duly appointed, acting or elected Chief Administrative Officer of their respective Principal city.

c. Powers. The Executive Board shall have final decision-making authority upon all Agency policy issues and shall exercise the powers described in Section 6. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board (subject to the terms of Section 10).

d. Alternates. Each Member of the Executive Board may designate one alternate to serve on the Executive Board when such Member is absent or unable to serve. All alternates must be designated in writing and must have been previously provided to the Executive Board. All alternates must have management and/or director responsibilities within such individual's respective agency. Either the primary Member or such Member's alternate may attend meetings of the Executive Board; provided, however, if both representatives are in attendance at a meeting of the Executive Board, only the primary Member of the Executive Board shall be included for purposes of establishing a quorum and voting on matters before the Executive Board. If an alternate is serving in a meeting on behalf of a Member, such alternate shall have all of the rights and authority of the primary Member of the Executive Board under this Agreement, including but not limited to establishing a quorum and voting on matters before the Executive Board. When a Member of the Executive Board is represented by a designated alternate, the Member is considered to have an excused absence from the meeting.

e. Quorum. 51% of the Members (or their alternates) in number plus one Member (or their alternate), excluding any Member which per Section 18 has given notice of withdrawal or has which been terminated by vote of the Executive Board, shall constitute a quorum of the Executive Board for purposes of doing business on any issue.

(By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members).

f. Voting. The Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 7.g or as otherwise specified by Section 19 require a Simple Majority Vote for approval. A Member may not split its vote on an issue. No voting by proxies shall be allowed. Voting by a designated alternate shall not be considered voting by proxy.

- i. A Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on those matters defined in Section 18.
- ii. The distribution of Weighted Votes on the Executive Board shall be adjusted annually as of the first day of each budget period based on the Budget Share.

g. Items Requiring Supermajority Vote for Approval. A Supermajority Vote of the Executive Board shall be required in order to approve the following items or actions:

- i. Approval of or amendment to the Agency budget, including other service charges.
- ii. A decision to acquire assets, equipment, real or personal property valued at over 20% of the then current budget for the budget period.
- iii. Admission of a new Principal.
- iv. Appointing or removing the Executive Director.
- v. Amending this Agreement (except for those amendments requiring unanimous consent of Principals under Section 19 of this Agreement).
- vi. Adoption or amendment of the Agency Bylaws, or amendment of the Agency Articles of Incorporation subject to other applicable requirements of chapter 24.06 RCW.
- vii. Other actions requiring a two-thirds majority vote under chapter 24.06 RCW, including termination, dissolution, merger, consolidation or sale of all or substantially all assets of the Agency.

h. Officers. The Executive Board shall have four officers: a President, Vice-President, Secretary and Treasurer. It will be the function of the President to preside at the meetings of the Executive Board. The Vice-President shall assume this role in absence of the President. At the first meeting of the Executive Board following the Effective Date of this Agreement, the Executive Board officers shall be elected, and shall serve in this capacity through May 31, 2024, whereupon new officers shall be elected by the Executive Board. Annually thereafter, the Executive Board shall elect a new President and Vice President for one-year terms commencing each June 1. In the event of a vacancy in the President position, the Vice-President shall assume the role of

President for the balance of the term of the departed President. In the event of a vacancy in the Vice-President position, the Executive Board shall elect a new Vice-President to serve to the balance of the term of the departed Vice-President. An officer elected to fill the unexpired term of their predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Board may be removed by vote of the Board upon 30 days' written notice, with or without cause, in which event the Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins (June 1). The Board shall appoint persons to serve as Secretary and Treasurer of the Agency, with such duties as may be described in the Agency Bylaws, provided that such persons shall not be Members of the Executive Board.

i. Staffing. The Executive Director shall assign Agency staff to support the Executive Board as the Executive Director deems appropriate.

j. Meetings. The Executive Board shall meet as often as it deems necessary and not less than six times each calendar year. The Executive Board shall, at least annually, adopt a regular meeting schedule for the upcoming calendar year, which states the time, date, and location for regular meetings of the Executive Board. Special meetings may be called by the President or a majority of the Members of the Executive Board as permitted in the Open Public Meetings Act. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Members (or alternates) may participate in meetings by telephone conference, video conference or other comparable means, as permitted by the Open Public Meetings Act. Regular and special meetings, including any executive sessions, must be properly noticed and held as required under the Open Public Meetings Act.

Unless otherwise approved by vote of the Executive Board, upon the request of any Member of the Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

SECTION 8. PUBLIC RECORDS.

The Executive Director, or designee, shall keep records related to the Agency as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Executive Board. Each Principal shall keep records related to the Agency as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Principal, and each Principal shall be responsible for responding to public disclosure requests addressed to it in accordance with the State Public Records Act and such procedures as may be established by the Party. The Executive Director, or designee, shall be responsible for responding to public

disclosure requests addressed to the Agency in accordance with the State Public Records Act, and such procedures as may be established by the Executive Board.

SECTION 9. ADVISORY GROUPS; PRINCIPAL'S ASSEMBLY.

a. Operations Board. An Operations Board is hereby created to serve in an advisory capacity to the Executive Director and Executive Board. The Operations Board shall be composed of:

- i. The Police Chief or their designee from each Principal.
- ii. Not less than one representative from a public safety dispatch agency providing service to at least one Principal.
- iii. Not less than one representative from a fire district, regional fire authority or fire department providing service to at least one Principal.
- iv. Not less than two representatives from Partner Agencies.
- v. Any additional representatives as determined by the Executive Board.

Operations Board Members, other than those identified in Section 9.a.i above, shall be nominated by a Member of the Executive Board and must be confirmed by a simple majority of the Executive Board.

The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between the Public Safety Operations Serving the Principals, the Agency and its staff, and Partner Agencies. Specifically, the Operations Board shall provide advisory support to the Executive Director and the Executive Board in the review and development of proposed Agency operating policies and procedures, proposed program and service options, proposed training and outreach regarding Agency operations and procedures, information sharing, and such other matters as the Executive Board may direct. The Operations Board may, in its discretion, and with consent of the Executive Board President, make presentations to the Executive Board at Board meetings. The Executive Director shall regularly report to the Executive Board on the information and advice offered by the Operations Board. The Executive Board shall consider input from the Operations Board in its deliberations.

b. Community Advisory Groups. The Executive Director shall establish and appoint members to one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis, or other individuals with lived experience similar to that of Community Members in Crisis. In respect for the privacy of these individuals, the Community Advisory Group(s) shall not be considered standing committee(s) of the Agency. The Community Advisory Group(s) shall provide information and advice to the Executive Director on the policies and procedures of the Agency in its work with Community Members in Crisis. The Executive Director shall

meet with the Community Advisory Group(s) approximately monthly, and in any event not less than 10 times per year. A Community Advisory Group may, in its discretion, and with consent of the Executive Board President, make presentations to the Operations Board and Executive Board at regularly scheduled Board meetings. The Executive Director shall regularly report to the Executive Board and Operations Board on the information and advice offered by the Community Advisory Group(s). The Executive Board and Operations Board shall consider such input from the Community Advisory Group(s) in their deliberations.

c. Principals Assembly. The Agency may, at least annually, hold a Principals Assembly. If such Principals Assembly is convened, the legislative body of each Principal shall appoint one of its members to represent the legislative body at the Principals Assembly. The Principals Assembly shall be convened by the Executive Board for one meeting as a joint meeting with the Executive Board, at which the Executive Director shall present an annual report: (1) reviewing the activities of Agency for the previous calendar year; (2) presenting the work program and significant events for the upcoming calendar year; (3) presenting a financial management report for Agency, including in the year prior to the end of the current budget period, the proposed budget for the following budget period; and (4) reporting on workload and performance benchmarks of Agency. Also at the Principals Assembly, a representative from the Operations Board may present a report on its work in the prior calendar year, and priorities for the forthcoming year. At the Principals Assembly, the appointed legislative representatives may vote to recommend changes to the Agency's proposed budget policy, work program and performance measures program, and may provide additional comments and questions to the Executive Board and Executive Director. Voting by legislative representatives shall be on one-vote per Principal basis with a simple majority vote of Principals represented at the meeting required to approve any recommendation to be forwarded to the Executive Board. The agenda for the Principals Assembly shall be reported to the Executive Board no later than two weeks before such meeting by written report prepared by or at the direction of the Executive Director. The actions and recommendations of the Principals Assembly shall be advisory to the Executive Board.

SECTION 10. EXECUTIVE DIRECTOR.

a. Executive Director. The Executive Board shall be responsible for the appointment and termination of an Executive Director. The Executive Director shall have experience in the delivery of mental health services for persons with apparent behavioral health issues, substance abuse and/or developmental disabilities, as well as administrative experience and such individual's appointment shall be on the basis of merit only. The Executive Director is an "at will" position and may be terminated from such position as Executive Director upon the Supermajority Vote of the Executive Board,

with or without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

- b. Duties of Executive Director. The Executive Director shall:
- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement.
 - ii. Develop and submit to the Executive Board a proposed budget.
 - iii. Consult with the Operations Board regarding Agency operations, programs and services. It is the intent of the parties that the Executive Director will seek the active participation and advice of the Operations Board in Agency operations.
 - iv. Consult with staff from Public Safety Operations Serving the Principals and human services, mental health and behavioral health service providers on a regular basis to develop and improve the safety and efficacy of Field Staff activities.
 - v. Administer the Agency in its day-to-day operations consistent with the policies adopted by the Executive Board.
 - vi. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.

The Executive Director shall actively and continuously consider and evaluate all means and opportunities to enhance Agency services and programs. The Executive Director shall also gather and maintain data relevant to Agency services and best practices with respect to mobile crisis response for persons with behavioral health issues, substance abuse and/or developmental disabilities. The Executive Director shall present recommendations to the Operations Board and Executive Board from time to time. The Executive Director shall, at least quarterly, submit budget and operation performance reports to the Executive Board in a form acceptable to the Executive Board. The Executive Board shall provide direction to Executive Director as to which operational policies must be approved by the Executive Board and which may be implemented administratively.

SECTION 11. PERSONNEL POLICY.

The Executive Director may, as such individual deems necessary from time to time, submit to the Executive Board a proposed Agency personnel policy for the Executive Board's approval, rejection or modification. All modifications or revisions to personnel policies must have the final approval of the Executive Board. No personnel policies shall be required unless the Agency hires staff directly; any personnel policies applicable to loaned staff shall be consistent with the policies of the staff's principal employer.

SECTION 12. BUDGET, PAYMENT OF BUDGET SHARES, DELINQUENCIES, RESERVE FUNDS.

a. Budget Fiscal Year. Agency budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The “budget period” corresponds to the fiscal year or years so determined by the Board. The initial budget period will be the period from the date the Agency is legally established through the end of calendar year 2024.

b. Budget Approval. The Executive Director shall develop the proposed operating budget for the next budget period in consultation with the Operations Board. The Executive Director shall present a proposed budget to the Executive Board by no later than June 30 prior to the commencement of the budget period, together with any Operations Board’s recommendations with respect to the proposed budget. The Executive Board shall review and revise the budget as it deems appropriate; conduct a public hearing on the draft budget; approve a draft budget and forward same to Principals, all no later than August 31. The budget shall be adopted by Supermajority Vote of the Executive Board effective no later than December 15 prior to commencement of the budget period, following confirmation of the approval by the legislative authorities of Principals of each respective shares of the budget, as evidenced by resolution or other appropriate method received by Agency no later than December 1 preceding the commencement of the budget period. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Agency no longer responding to Community Members in Crisis within the jurisdictional boundaries of the Principal, effective as of the first day of the budget period for which the budget was not approved.

c. Budget Modifications. Modifications to the budget must be approved by a Supermajority Vote of the Executive Board as necessary from time to time after each Principal has approved its own budget in order to conform the Agency budget to the budgets adopted by the Principals and account for other operating changes.

d. Cost Allocation and Budget Share. The Agency budget for Agency costs shall, in the 2023-2024 budget period, be allocated as shown on Exhibit A. Thereafter, Agency costs, net of revenues from grants or other sources, shall be allocated between Principals in each budget period (as determined by the Executive Board) on a per capita basis, based on the April 1 Population of Cities, Towns and Counties Used for Allocation of Selected State Revenues State of Washington published by the Washington State Office of Financial Management Population Estimate (or equivalent population database) in the year prior to the commencement of the budget period. Each Principals’ cost allocation for a budget period is also referred to as the Principal’s Budget Share.

e. Payment of Agency Charges. Each Principal shall pay its Budget Share in equal installments no later than January 15, April 15, July 15 and October 15 of each year, or on such schedule as may otherwise be approved by the Executive Board.

f. Delinquencies. Payments not received when due shall bear interest at the rate of 12% per annum, or such lower maximum allowable rate as provided by law and approved by the Executive Board, until paid. If a payment is more than three months delinquent, the delinquent Principal shall not be entitled to vote on any Executive Board matter until all delinquent payments together with accrued interest have been paid. A Principal who is six months delinquent in payment shall not have access to Agency services until all payments including accrued interest have been made. A Principal who is one year delinquent is deemed to have withdrawn as a Principal and to have withdrawn from the Agreement. A delinquent Principal (whose has not yet been determined to have withdrawn from this Agreement) in attendance at a meeting shall be included for purposes of establishing a quorum. Withdrawal does not extinguish the obligation to pay Agency for its Budget Share(s) during the time it was a party to this Agreement, together with interest.

g. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations of the Agency, at levels the Executive Board determines to be appropriate.

SECTION 13. USE OF AGENCY FUNDS.

a. Use Guidelines. Consistent with any use imposed on particular funds by statute, ordinance, contract, this Agreement or any bylaws adopted by Agency, Agency may use any available funds for any purpose authorized by this Agreement in connection with an authorized expenditure.

b. Eligibility for King County Mental Illness and Drug Dependency (MIDD) Funds. The Principals place a high priority on securing grants of MIDD funds to significantly offset funds Principals would otherwise need to contribute to pay for operation and management of the Agency. The Executive Board and Executive Director shall take all steps reasonably necessary to ensure the Agency remains eligible for receipt of MIDD grant funds.

SECTION 14. ADDITION OF NEW PRINCIPALS

a. Additional Principals. A governmental entity formed as a city and meeting the qualifications of a Principal in Section 3.m and this Section may be admitted as an Agency Principal upon Supermajority Vote of the Executive Board as required under Section 7.g. In addition to meeting the conditions of Section 3.m, a city seeking to become a Principal must:

- i. Have a coterminous jurisdictional boundary with at least one then-current Principal;
- ii. Accept the terms of this Agreement and any Agency Bylaws; and
- iii. Not have held Principal status with the Agency within the five years immediately preceding the date of application to become a Principal.

b. Other Conditions for Additional Principals. As a condition of becoming a Principal, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate and may set such start date for service as it deems appropriate, it being the intention of this provision that the addition of new Principals shall not cause pre-existing Principals to incur additional cost.

c. Addition of Non-City Principals. A non-city governmental entity meeting the requirements of Section 14.a. may be admitted as an Agency Principal on the terms and conditions acceptable to the parties and their respective legislative authorities.

SECTION 15. FISCAL AGENT, CONTRACT AND SUPPORT SERVICES.

a. Agency Staffing. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement. All staff serving the Agency (including the Executive Director) may be hired directly by the Agency or may be provided through an agreement with a Principal or other agency to provide such staff and support services. All such staffing agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for the full compensation for the services of such employees. It is contemplated that the Fiscal Agent shall also be the agency loaning staff to Agency.

From and after the Effective Date of this Agreement, the parties agree that the Executive Director and other Agency staff shall, unless otherwise determined by the Executive Board, be loaned staff who are employees of the City of Kirkland. The terms of such loan to the Agency shall be provided by separate agreement between the Agency and the City of Kirkland. The Executive Board may, from time to time, contract with one or more other Principals or agencies for loaned staff and/or contract and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

b. Fiscal Agent. Unless otherwise determined by the Executive Board, the Agency shall have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Agency. The Fiscal Agent may be the Agency itself or may be a Principal or other agency pursuant to an agreement between the Agency and the Fiscal Agent. All such Fiscal Agent agreements shall be approved by Simple Majority Vote of the Executive Board, and shall provide for

the full compensation for such services. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to deposit, manage, invest and expend Agency funds in furtherance of the purposes of this Agreement. Subject to such additional requirements as may be set forth by the Executive Board, the Fiscal Agent for Agency shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board.

From and after the Effective Date of this Agreement, the parties agree that the initial Fiscal Agent shall be the City of Kirkland. The terms for the Fiscal Agent shall be provided by separate agreement between the Agency and the City of Kirkland. Such agreement shall be approved by Simple Majority Vote of the Executive Board and may include terms relating to providing financial, information technology, records management, legal, office space, fleet vehicles and vehicle maintenance, uniforms, radios, and other services, facilities and materials to Agency. The Executive Board may, from time to time, contract with one or more other Principals or agencies for successor Fiscal Agents and support services as provided herein. All such contracts shall be approved by simple Majority Vote of the Executive Board.

c. General Contract and Support Services. The Executive Board or the Executive Director with advice of the Executive Board shall as necessary contract with appropriate local governments or other third parties for the use of space for its operations, and for staff and auxiliary services including, but not limited to, records, payroll, accounting, legal, purchasing, information technology, and data processing.

SECTION 16. RETAINED POWERS OF PRINCIPALS.

Each Principal shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to communicate with Agency staff operations. Interconnecting equipment and services will not be included in Agency's budget and operational program, except as the Executive Board may determine.

SECTION 17. INVENTORY AND PROPERTY.

a. Ownership of Property. Real and personal property purchased or otherwise acquired pursuant to or in connection with this Agreement shall be owned in the name of the Agency. The Agency may dispose of and otherwise convey its property as provided by law and policies of the Agency.

b. Equipment and Furnishings. Equipment and furnishings for Agency's operation shall be acquired as provided by law. If any Principal provides equipment or

furnishings for Agency's use, title to the same shall rest with the respective local entity unless that equipment or furnishing is acquired by Agency.

c. Annual Inventory. The Executive Director shall maintain and annually update an inventory of equipment and furnishings owned by, leased or temporarily assigned to Agency, and the values thereof.

d. Return of Loaned Property. In the event of dissolution or termination of Agency, assigned or loaned items shall be returned to the lending entity and all other items or funds derived from the sale thereof shall be distributed to Principals as described in Section 20.

SECTION 18. WITHDRAWAL BY OR TERMINATION OF PRINCIPAL.

a. Except as provided in Section 2, any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice and serving that notice on the Agency Executive Board on or before December 31 in any year. After providing appropriate notice as provided in this section, that Principal's membership withdrawal shall become effective on the last day of the calendar year following delivery and service of appropriate notice to all other Principals.

b. A Principal who withdraws or is terminated shall hold the remaining Principals harmless against any resultant increased capital and/or operating costs allocated to them, for a project approved by the Executive Board prior to notice of withdrawal or termination.

c. Time is of the essence in giving notice of termination and/or withdrawal.

d. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to Agency.

e. An Executive Board Member representing a Principal that (1) has given notice of withdrawal, or (2) has been terminated by vote of the Executive Board which termination is effective at a future date, shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date.

SECTION 19. AMENDMENT OF AGREEMENT.

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

a. Expansion of the scope of services provided by the Agency beyond the scope of expansion authorized in Section 5.g.

b. The terms and conditions of membership on the Executive Board.

c. Voting rights of Executive Board Members.

- d. Powers of the Executive Board.
- e. Principal contribution responsibilities inconsistent with Section 12.d.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, termination or withdrawal.
- h. Adding a non-city Principal pursuant to Section 14.
- i. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal.

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Executive Board.

SECTION 20. TERMINATION OF AGREEMENT; DISSOLUTION OF AGENCY.

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Agency shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Agency liabilities, shall be distributed to those Principals still participating in the Agency on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding six years bears to the total of all then remaining Principals' operating budget contributions paid during such six-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
- ii. Loaned Property. In the event of dissolution or termination of the Agency, assigned or loaned assets shall be returned to the lending entity.
- iii. Allocation of Liabilities. In the event outstanding liabilities of the Agency exceed the value of personal and real property and funds on

hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection “i” above.

c. Notwithstanding the foregoing, in the event of withdrawal or termination of Principals such that not more than three Principals remain party to this Agreement, then the Agreement shall terminate one year from the first date that only three Principals remain.

d. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Agency, unless provision is made for those obligations.

SECTION 21. DISPUTE RESOLUTION.

a. Whenever any dispute arises between Principals or between the Principals and the Agency (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the President of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

SECTION 22. INSURANCE.

a. The Executive Board, the Executive Director and the Agency shall take such steps as are reasonably practicable to minimize the liability of the Principals, including but not limited to the utilization of sound business practices. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Agency and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers’ Compensation, Stop Gap/ Employer’s Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

b. No Field Staff shall be deployed unless insurance approved by the Executive Board is in place covering their actions and insuring both Field Staff, Agency

and the Principals from liability resulting from Field Staff actions. The cost of such insurance shall be borne by the Agency.

c. To the extent practicable, all Principals shall be named as additional insureds (or an equivalent) on any policy held by the Agency, including pool insurance.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS.

a. Provisions regarding the “Fiscal Agent” in this Section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Agency and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs (“Damages”), arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused in whole or in part by another Principal.

c. Each Principal shall indemnify and hold the Agency and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Agency.

d. As provided in its Articles of Incorporation, the Agency shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Agency’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. The Agency shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s or the Agency’s acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

f. Each Principal shall indemnify and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal’s acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Agency, its officers, officials, employees, and

volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

h. Each party shall give the other parties proper notice as provided in Section 25, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Agency (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

SECTION 24. INTERGOVERNMENTAL COOPERATION.

The Agency shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Agency's operations and minimize costs of service delivery.

SECTION 25. NOTICE.

Notices required to be given to the Agency under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

President, Agency Executive Board
c/o Principal agency's address

Notices to Principals or Executive Board Members required hereunder may be given by mail, overnight delivery, email (with confirmation of transmission), or personal delivery. Each Principal and Executive Board Member shall provide the President of the Agency Executive Board written notice of the address for providing notice. Any change in address shall be promptly sent to the President of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by email (with confirmation of transmission), or received by personal delivery.

SECTION 26. CHOICE OF LAW; VENUE.

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive

and procedural laws of the State of Washington. The parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

SECTION 27. FILING.

Pursuant to RCW 39.34.040, this Agreement shall be filed with King County, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

SECTION 28. NO THIRD PARTY BENEFICIARIES.

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

SECTION 29. SEVERABILITY.

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

SECTION 30. RATIFICATION.

All prior acts taken by the Principals consistent with this Agreement but prior to its Effective Date are hereby ratified and confirmed.

SECTION 31. COMPLIANCE WITH LAWS; NONDISCRIMINATION.

During the term of this Agreement, the Agency and the parties hereto shall comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any of the services provided by the Agency under this Agreement constitute the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

The parties and the Agency shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

SECTION 32. ENTIRE AGREEMENT.

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

SECTION 33. TERMINATION OF 2019 AGREEMENT.

This Agreement is intended to replace the existing 2019 Agreement among the Formation Principals with respect to the RADAR Program. From and after the Effective Date of this Agreement, the Formation Principals agree that the 2019 Agreement shall be terminated and shall be superseded and replaced by the terms of this Agreement. Initial staffing and operations (including Fiscal Agent duties) are expected to be transferred to the Agency from the RADAR Program and the applicable Member jurisdictions from and after the Effective Date of this Agreement.

SECTION 34. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of [January 1, 2023] (the “Effective Date”), subject to approval by the legislative bodies of all five Principals prior filing of the Agreement as required by Section 27.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

City of Bothell

City of Kenmore

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Kirkland

City of Lake Forest Park

Date

Date

Approved as to Form:

Approved as to Form:

City Attorney
Date: _____

City Attorney
Date: _____

City of Shoreline

Date

Approved as to Form:

City Attorney

Date: _____

EXHIBIT A
2023-2024 BUDGET AND PRINCIPAL BUDGET SHARES

2023-2024 Community Mobile Crisis Response Agency Budget

Budget	START-UP COST	ONGOING OPERATIONS			GRANDTOTAL (START-UP & ONGOING)
		2023	2024	TOTAL '23-'24	
EXPENSES					
Personnel	\$8,580	\$2,020,933	\$2,104,847	\$4,125,780	\$4,134,360
Professional Services & Training	\$18,000	\$49,400	\$50,882	\$100,282	\$118,282
Clothing and Equipment	\$41,400	\$10,450	\$10,764	\$21,214	\$62,614
IT, Supplies, and Furniture	\$52,830	\$155,745	\$160,763	\$316,508	\$369,338
Vehicles	\$100,000	\$24,740	\$25,482	\$50,222	\$150,222
Miscellaneous	\$184,246	\$195,340	\$201,917	\$397,257	\$581,502
TOTAL EXPENSES	\$405,056	\$2,456,607	\$2,554,655	\$5,011,262	\$5,416,318
REVENUES					
Grants/Other External Revenue*		\$588,400	\$508,400	\$1,096,800	\$1,096,800
TOTAL REVENUES		\$588,400	\$508,400	\$1,096,800	\$1,096,800
PROGRAM BALANCE (covered by Principals)	\$405,056	\$1,868,207	\$2,046,255	\$3,914,462	\$4,319,518

*The budget assumes MIDD grant funding will be awarded in 2023-2024 at roughly \$436,000 per year. The balance is grants from WASPC and DOJ.

2023-2024 Principal Budget Shares

	Bothell	Kenmore	Kirkland	LFP	Shoreline	Total
Population (April 2022 Revised OFM)	48,940	24,090	93,570	13,620	60,320	240,540
% of Total	20.35%	10.01%	38.90%	5.66%	25.08%	100.00%
PRINCIPAL SHARES						
2023 Start-Up (1-Time Costs)	\$82,412	\$40,566	\$157,567	\$22,935	\$101,575	\$405,056
2023 On-going Costs	\$265,509	\$130,693	\$1,070,865	\$73,891	\$327,248	\$1,868,207
2024 On-going Costs	\$312,532	\$153,839	\$1,107,700	\$86,978	\$385,205	\$2,046,255
TOTAL 2023-2024	\$660,454	\$325,099	\$2,336,132	\$183,804	\$814,029	\$4,319,518

ALLOCATION METHODOLOGY

The one-time start-up costs are shared on a per capita basis. In 2023-2024, Kirkland covers the cost of 3.5 FTEs, and the remaining costs not funded through other revenues are funded by the five cities on a per-capita basis.

ARTICLES OF INCORPORATION
OF
COMMUNITY MOBILE CRISIS RESPONSE AGENCY

We, the undersigned, acting as the incorporators of a nonprofit corporation under the provisions of the Washington Nonprofit Miscellaneous and Mutual Corporations Act (chapter 24.06 of the Revised Code of Washington (“RCW”), referred to herein as the “Act”) and the Washington Interlocal Cooperation Act (chapter 39.34 RCW), hereby sign and verify the following Articles of Incorporation (“Articles”) for such corporation:

ARTICLE I — NAME

The name of this corporation is: COMMUNITY MOBILE CRISIS RESPONSE AGENCY (the “Agency”).

ARTICLE II — DURATION

The period of duration of the Agency is perpetual.

ARTICLE III — PURPOSES

The Agency is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Community Mobile Crisis Response Agency Interlocal Agreement (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining a mobile crisis response agency as further described in the Interlocal Agreement.

ARTICLE IV — PROHIBITED ACTIVITY

Notwithstanding any of the provisions of these Articles, the Agency shall not conduct or carry-on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the Agency shall inure to the benefit of any director, officer, or private individual. No substantial part of the activities of the Agency shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the Agency shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The Agency shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles or in the Agency’s Bylaws or in the Interlocal Agreement, the Agency shall have all powers which now or hereafter are conferred under chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the Agency’s purposes.

ARTICLE VI — MEMBERS

Each Member of Agency must be a municipal corporation formed and existing under the laws of the state of Washington as a city and meeting the other requirements described in the Interlocal Agreement. As used in these Articles, the term “Members” means “Principals” as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The Agency shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee, or officer of the Agency, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Agency or the winding up of its affairs. Upon dissolution of the Agency, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the Agency, and after returning, transferring, or conveying assets held by the Agency requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the Agency shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

ARTICLE VIII — DISSENTING MEMBERS

“Dissenting members,” as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the Agency shall be set forth in the Bylaws of the Agency.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the Agency is City of Kirkland (c/o the Community Mobile Crisis Response Agency), 123 5th Avenue, Kirkland, WA 98033. The name and address of its initial registered agent is the City Clerk (or such officer’s designee), City of Kirkland, 123 5th Avenue, Kirkland, WA 98033.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of five (5) directors. The names and addresses of the persons who are to serve as initial directors are:

[_____], City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[_____], City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[_____], City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[_____], City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[_____], City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

Actions of the Directors of the Agency shall be conducted as provided in the Interlocal Agreement, the Bylaws and policies of the Agency. The Board shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Directors, as

provided for in the Interlocal Agreement, and including but not limited to the powers provided for in the Interlocal Agreement.

Directors may be removed as provided for in the Interlocal Agreement.

ARTICLE XII -- OFFICERS

The Agency shall have four officers, a President, Vice-President, Secretary and Treasurer. The responsibilities of the officers shall be described in the Interlocal Agreement and the Agency Bylaws.

ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

[_____], City Manager
City of Bothell
18415 101st Avenue N.E.
Bothell, WA 98011

[_____], City Manager
City of Kenmore
18120 68th Ave. N.E.
Kenmore, WA 98028

[_____], City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

[_____], City Administrator
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155

[_____], City Manager
City of Shoreline
17500 Midvale Ave. N.
Shoreline, WA 98133

ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the Agency (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally liable to the Agency for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Act is hereafter amended to expand or increase the power of the Agency to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the Agency, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the Agency occurring after the date of the adoption of this Article and prior to such amendment or repeal.

ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the Agency shall indemnify any director and officer of the Agency who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the Agency to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the “Executive Board” in the Interlocal Agreement), the Agency may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the Agency. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the Agency, shall be advanced by the Agency to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the Agency shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles, the bylaws of the Agency, a vote of the Board of Directors of the Agency, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The Agency shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member's/Principal's officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the Agency.

Nothing in these Articles may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the Agency shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such indemnification would cause the Agency to lose its exemption from federal income taxation.

ARTICLE XVI — CONFLICTS

In the case of any conflict between any of these Articles and the Bylaws of the Agency, these Articles shall control. In the case of any conflict between these Articles and the Interlocal Agreement, the Interlocal Agreement shall control.

ARTICLE XVII — DATE OF INCORPORATION

The date of incorporation of the Agency shall be _____, 2023.

ARTICLE XVIII — NO CORPORATE STOCK; NO DISTRIBUTION OF SURPLUS FUNDS

The Agency will have no capital stock. The Agency will not distribute surplus funds to its members, stockholders, or other persons.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation this ____ day of _____, 2023.

INCORPORATORS:

[Signature blocks to follow]

Governance Models Considered by Cities

Goal is to identify reasonable set of options and rationale for/against each.

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
Exec Board Composition	All member city managers/administrators plus one elected official	All member city managers/administrators plus <ul style="list-style-type: none"> a police agency a fire agency rep, a rep with lived experience, all voting 	All member city managers/administrators with <i>nonvoting</i> Police, Fire, and Dispatch agency representation (chairs of operations boards, like NORCOM)	All city managers/administrators, No nonvoting seats	All elected officials	Have each city decide whether to send an elected official (specified) or City Administrator	All member city managers/administrators with one <i>nonvoting</i> rep from Operations Board
Roles	Hires/Fires program manager; approve budget and funding allocations; #/type of agency FTEs; apply for grants; enter into agreements; determine agency scope of operations w/in ILA.						
Considerations	<ul style="list-style-type: none"> A board with mix elected-non-elected representation is often awkward—not equal voices at table. Which city gets the elected official—the more the seat circulates the more variable the dialogue. 	<ul style="list-style-type: none"> Could be perceived as unbalanced to have 2 voting reps from 1 or 2 cities from the Fire/Police Chiefs; may be perceived as doubling their votes. Not clear that a voting board rep is the best way to ensure good input from those with lived experience. 	<ul style="list-style-type: none"> This structure works well in other ILAs – ARCH, NORCOM, EPSCA. Want key stakeholder input at table in making decisions. 	<ul style="list-style-type: none"> How will other stakeholders have input on board in this area that is evolving fairly quickly? 	<ul style="list-style-type: none"> This is a relatively small program, unlike Cascade Water Alliance or the Regional Homeless Authority. Important to engage with electeds, but can be done more inclusively and with less burden on their time. More turnover on board possible. 	<ul style="list-style-type: none"> A board with mix elected-non-elected representation is often unbalanced as the different roles do not have equal voices at table. Might have a lot of turnover from year to year which can be detrimental to leadership of agency 	<ul style="list-style-type: none"> This structure works well in other ILAs – ARCH, NORCOM, EPSCA. Want key stakeholder input at table in making decisions.
Alternates	<ul style="list-style-type: none"> No alternates 	<ul style="list-style-type: none"> Alternates allowed from City Manager/Administrator Office (deputy level) 	<ul style="list-style-type: none"> Alternates allowed—as City Manager/Administrator may designate provided it is a person who serves in a position that has responsibility for 				

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
			overall management and decision-making authority for City policies and operations				
<i>Considerations</i>	<ul style="list-style-type: none"> Not all agencies have deputy CMs/ deputy City Administrators. Some City Councils have given direction that oversight should not default to Police. 						
Quorum	<ul style="list-style-type: none"> Majority in number of voting board members 	<ul style="list-style-type: none"> Majority Plus 1 in number of voting board members 					
<i>Considerations</i>	<ul style="list-style-type: none"> Small initial group 						
Operations Board(s) <i>Advisory to program manager and Board</i>	<ul style="list-style-type: none"> Two: Police and Fire. Chiefs/designees of each member city/fire agency serving a member city 	<ul style="list-style-type: none"> Three: Police, Fire, Dispatch. Same as Option 1, plus, lead staff from each dispatch agency 	<ul style="list-style-type: none"> No Ops Boards 	<ul style="list-style-type: none"> Police only 	<ul style="list-style-type: none"> Combine all stakeholders into one Ops Board with 2 chairs: one police, one other Both chairs on Exec Board as nonvoting members 	One multidisciplinary Operations Board composed of <ul style="list-style-type: none"> Police chief or designee from each Principal <i>Plus Exec Board appointees to include:</i> <ul style="list-style-type: none"> A representative from at least 1 public safety dispatch agency providing service to at least 1 Principal; At least 1 representative from a fire district, RFA or fire department providing service to at least 1 Principal At least 2 representatives from partner agencies to whom Agency refers clients. <i>Such other appointees as Exec Board may determine</i> 	
<i>Considerations:</i>	<ul style="list-style-type: none"> Fire may be a more important stakeholder later Engage other stakeholders – health care providers, crisis clinic, etc. through an ops board instead of an advisory board Want police agencies fully involved at Ops board but important to bring in other stakeholder voices. Keep membership flexible 						
<i>Ops Board Roles:</i>	<ul style="list-style-type: none"> Budget preparation; day-to-day operating policy recommendations 						
Advisory Boards(s)	<ul style="list-style-type: none"> Partner agencies (NUHSA, NAMIU, CHS) Community Advisory Board—as per 	<ul style="list-style-type: none"> Community Advisory Board—as per existing, persons with lived experience 	<ul style="list-style-type: none"> Partner agencies (NUHSA, NAMIU, CHS) Community Advisory Board—as per existing, 	<ul style="list-style-type: none"> No advisory boards 	<ul style="list-style-type: none"> Allow board to create additional advisory boards over time 	<ul style="list-style-type: none"> Community Advisory Board of persons with lived experience – not formalized 	

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
	existing, persons with lived experience <ul style="list-style-type: none"> Elected official board meeting semi-annually 		persons with lived experience			to protect privacy <ul style="list-style-type: none"> Annual Principals Assemble 	
<i>Considerations:</i>	<ul style="list-style-type: none"> Those with lived experience may be uncomfortable serving on committee that has publicly noticed meetings. Elected officials want some engagement with this new agency. 						
Meeting Frequency							
<ul style="list-style-type: none"> Exec Board 	<ul style="list-style-type: none"> Not less than Quarterly 	<ul style="list-style-type: none"> Not less than 2X year 	<ul style="list-style-type: none"> Monthly 	<ul style="list-style-type: none"> Bi-Monthly 	<ul style="list-style-type: none"> Not less than 6 times per year 		
<ul style="list-style-type: none"> Operations Board 	<ul style="list-style-type: none"> Not less than Quarterly 	<ul style="list-style-type: none"> No less than 2X year 	<ul style="list-style-type: none"> Monthly 	<ul style="list-style-type: none"> Bi-Monthly 	<ul style="list-style-type: none"> Not less than 10X per year 		
<ul style="list-style-type: none"> Community Advisory Board 	<ul style="list-style-type: none"> Not less than 1 x year 	<ul style="list-style-type: none"> Not less than 2X year 	<ul style="list-style-type: none"> Monthly 	<ul style="list-style-type: none"> Bi—Monthly 	<ul style="list-style-type: none"> Not less than 10X per year 		
<ul style="list-style-type: none"> Principals Assembly 	<ul style="list-style-type: none"> 1 time per year 						
<i>Considerations:</i>	Program director will want frequent input from Operations Board and those with lived experience. Expectation is that Exec Board will meet monthly for first year.						
Principals and subscribers	<ul style="list-style-type: none"> Fire districts/RFAs or other cities could join the ILA as principals. <i>No subscribers.</i> 	<ul style="list-style-type: none"> Parties should have the choice of joining as principals or subscribers. Subscribers would not have a vote on the Board, would collectively have a nonvoting rep. 	<ul style="list-style-type: none"> Principals only. Cities only, and a city must be contiguous to another Principal in order to join. 				
<i>Considerations:</i>	Other cities may wish to join in the future. Fire districts/RFAs may wish to join. Human services agencies may wish to join. Should they be allowed to join with board membership as the initial cities or should limitations be placed on their participation (e.g., they would be “subscribers” paying by contract, but not party to the ILA)? Adding subscribers adds complexity but allows you to limit the number of agencies on the board. Risk is arguably shifted to the principals if there are subscribers.						

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6	Option 7
Board Officers <i>Note: nonprofit corporations act specifies president, VP rather than chair, vice chair</i>	President, Vice President, Secretary, Treasurer. Latter may be appointed staff.	President, Vice President, Secretary, Treasurer – all board members					
Voting <i>Decision should be made understanding what the funding model is.</i>	All parties have 1 vote on all issues	<ul style="list-style-type: none"> • 1 vote per agency / simple majority (3) on routine items; • supermajority (4) on other items 	<ul style="list-style-type: none"> • 1 vote per agency / 4 votes on routine items • supermajority votes by weight (66%) (by budget contribution, last 2 years avg.) 	<ul style="list-style-type: none"> • 1 vote per agency /routine vote 3 or 4 • 2 prong Supermajority: require supermajority in weight and number. 			
Initial Term of ILA; Withdrawal from ILA; Termination of ILA <i>May want initial term period to coincide with biennial budgets.</i>	<ul style="list-style-type: none"> • Initial Term: 4 years • Withdrawal: not within initial term. Thereafter, +1 year’s advance notice (before 12/31 of any year, then withdrawal effective 12/31 of following year) • Termination (statute requires 66% vote), at least 1-year period to wrap up. 	<ul style="list-style-type: none"> • Initial Term: 6 years 	<ul style="list-style-type: none"> • No initial term 	<ul style="list-style-type: none"> • 6 years initial term and no withdrawal within that period. Could leave at the 6 year point. 			
Considerations	Should match budget; given importance of the program and the rate of evolution anticipated, longer will be necessary to stabilize and consider a longer term or exit.						

**SUMMARY OF DRAFT COMMUNITY MOBILE CRISIS RESPONSE AGENCY
INTERLOCAL AGREEMENT**

Section	Summary
Introduction and Recitals	<p>States that the Interlocal Agreement (“Agreement”) is entered into among the Cities of Bothell, Kenmore, Kirkland, Lake Forest Park and Shoreline (the “Formation Principals”) to form a separate, independent governmental administrative agency under the Interlocal Cooperation Act, that is separately incorporated as a Washington nonprofit entity. The Recitals provide the basis for the Agreement and the background and history of the RADAR Program.</p> <p>The Interlocal Agreement serves as the foundation of and the key organizational document for the new entity.</p>
Section 1 – Creation of Community Mobile Crisis Response Agency.	Affirmatively authorizes the formation of a new regional mobile crisis response agency, hereinafter called the “Community Mobile Crisis Response Agency” (the “Agency”).
Section 2 – Term of Agreement.	Initial term of the Agreement is for six years (from the effective date (expected to be in March 2023) through December 2028. During the initial term, no party may withdraw from the Agreement without just cause.
Section 3 – Definitions.	Defined terms used in the Agreement and interpretation. Note that certain terms such as Quorum, Simple Majority Vote, Supermajority Vote and Weighted Vote are provided for in Section 3.
Section 4 – Agency Goals.	Outlines the goals of the Agency, including providing a consolidated and standardized mobile crisis response program operation throughout the jurisdictions served by the parties.
Section 5 – Agency Services.	Provides that the Agency has the responsibility and authority for providing, in furtherance of improved public safety and emergency response, crisis de-escalation, support, and resource referrals for community members in crisis, through the deployment of licensed staff with training as mental health professionals and/or peer support specialists. The Agency will also engage with community members and stakeholders, and provide a forum for information sharing. Upon a Supermajority Vote of the Executive Board the scope of services provided by the Agency can be expanded to include additional ancillary public services as necessary for the purposes set forth in the Agreement.
Section 6 – Agency Powers.	The Agency will have all powers allowed by State law for interlocal agencies, including adopting policies and procedures, conducting meetings, hire and/or contract for employees, enter into agreements, sue and be sued, hold and transfer real and personal property, and any other lawful acts.
Section 7 – Executive Board; Composition and Operation.	<p>The Agency will be governed by an Executive Board comprised of one member of each party to the Agreement (either the City Manager or City Administrator, depending on the organization of the city). Each party may appoint one alternate to serve on the Executive Board when the primary member is unavailable.</p> <p>The initial Executive Board will have five members. The Executive Board will have final decision making in all policy issues and shall oversee day to day</p>

Section	Summary
	<p>operations administered by the Executive Director. Officers of the Executive Board will be the President, Vice-President, Secretary and Treasurer.</p> <p>The Executive Board may hold regular and special meetings, and executive sessions, as required by state law applicable to public agencies. The Executive Board will meet as often as necessary and not less than six times each calendar year.</p> <p>A quorum of the Executive Board is 51% of all Members, plus one Member. Members that have given notice of withdrawal or that has been terminated from the Agreement will not be counted towards establishing a quorum. By way of example, a quorum of the Executive Board shall initially be four of the five Executive Board Members.</p> <p>The Executive Board shall strive to operate by consensus. A simple majority vote is required by all Board decisions, except for items listed in Section 7(g) that require supermajority vote.</p>
Section 8 – Public Records.	<p>As a public agency, the records of the Agency are public records and may be disclosed as required under state law. Because the parties may hold records related to the Agency, the parties agree to cooperate with the Agency with regard to records.</p>
Section 9 – Advisory Groups; Principal’s Assembly.	<p>Forms an Operations Board to serve in an advisory capacity to the Executive Director and the Executive Board.</p> <p>Authorizes the formation of one or more Community Advisory Groups comprised of individuals with experience as Community Members in Crisis or similar.</p> <p>Permits the Agency to hold a Principals Assembly to present a review of activities and financial reports of the Agency to members of the Agency and other stakeholders.</p>
Section 10 – Executive Director.	<p>Outlines the role and responsibility of the Executive Director. The Executive Director will be selected by and report to the Executive Board and will be responsible for the day to day activities and operations of the Agency.</p>
Section 11 – Personnel Policy.	<p>In the event that the Agency has its own employees, the Executive Director shall prepare a personnel for approval by the Executive Board.</p>
Section 12 – Budget, Payment of Budget Shares, Delinquencies and Reserve Funds.	<p>Provides the process for budget preparation and approval by the Executive Board. May include the establishment of reserve funds. Provides for the allocation of cost and budget share among the parties based on a per capita basis. Payments of Agency charges are due on a quarterly basis.</p>
Section 13 – Use of Agency Funds.	<p>Funds of the Agency shall be used in accordance with federal, state and local law. Expresses the intent of the parties to ensure that the Agency remains eligible for MIDD grant funds.</p>
Section 14 – Addition of New Principals.	<p>Cities that have coterminous jurisdictional boundaries that agree to the terms of the Agreement may be added as Principals if approved by a Supermajority Vote of the Executive Board.</p>

Section	Summary
Section 15 – Fiscal Agent, Contract and Support Services.	It is anticipated that initially support services (including employees and Fiscal Agent services) will be provided by the City of Kirkland pursuant to separate agreements between the Agency and Kirkland. Employees and the Fiscal Agent may be held in-house, provided by Kirkland, or provided by another agency from time to time by contract.
Section 16 – 17	Administrative provisions regarding retained powers of Principals and with respect to inventory and property owned by or loaned to the Agency.
Section 18 – Withdrawal by or Termination of Principal.	After the initial six year term, a party may withdraw by giving at least one year advance written notice. Withdrawal will be effective on or before December 31 of the following year.
Section 19 – Amendment of Agreement.	The Agreement may be amended in certain circumstances upon Supermajority Vote of the Executive Board. Circumstances that require consent of all city councils of the parties to the Agreement are listed in Section 19.
Section 20 – Termination of Agreement; Dissolution of Agency.	Agreement may be terminated upon Supermajority Vote of the Executive Board. Provides for process of distributing assets and winding up affairs of the Agency upon termination.
Section 21 - 32	Administrative provisions for dispute resolution, joint indemnification, notice, intergovernmental cooperation, choice of law, venue, general compliance with laws, and other related provisions.
Section 33 – Termination of 2019 Agreement	Provides that the 2019 Agreement among the parties with respect to the RADAR pilot program will be terminated upon the effective date of the Agreement, provided that employees and services are expected to be transferred from and after the effective date.
Section 34 – Execution, Counterparts and Effective Date	The Agreement will be approved by action of each party’s city council, and will be effective on the specified date (anticipated to be January 1, 2023).
Exhibit A	2023-2024 agency budget and shares

**SUMMARY OF DRAFT COMMUNITY MOBILE CRISIS RESPONSE AGENCY
ARTICLES OF INCORPORATION**

Section	Summary
Introduction and Purpose	The purpose of the Articles of Incorporation (“Articles”) is to incorporate the Agency as a nonprofit organization for purposes of Washington State law. The document, and much of its contents, is required under chapter 24.06 RCW and the Washington Secretary of State. References in the Articles to corporation mean the Community Mobile Crisis Response Agency (“Agency”) and to the Board of Directors means the Executive Board. As a nonprofit organization, a large portion of the Articles is dedicated to prohibiting members from benefitting financially from the organization, limiting the scope of the activities of the organization to those expressly provided for or related to, and limiting the liability of the members. For practical purposes, the Interlocal Agreement provides the framework and specific terms related to operations and governance of the Agency.
Article I - Name	States the name of the corporation as the Community Mobile Crisis Response Agency.
Article II – Duration	Duration of the Agency for purposes of nonprofit status is perpetual.
Article III – Purposes	Notes that the Agency is organized as an instrumentality of its members to carry out certain governmental activities and the terms of the Interlocal Agreement.
Article IV – Prohibited Activity	Limits authority of the Agency and prohibits any net earnings of the Agency to benefit directors or officers of the Agency. States that the Agency shall not have or issue shares of stock or disburse income to its directors or officers, and shall not make loans to its officers or directors.
Article V – Powers	Powers of the Agency are those set forth in the Interlocal Agreement and state law.
Article VI – Members	Members of the Agency must be governmental agencies, specifically cities. As used in the Articles, “Members” mean “Principals” as defined in the Interlocal Agreement.
Article VII – Distribution Upon Dissolution	Provides no director, trustee, officer of the Agency or any private individual shall be entitled to the assets of the Agency upon dissolution. Upon dissolution, assets shall be distributed as provided in the Interlocal Agreement.
Article VIII – Article X	Provides for statutorily defined terms of dissenting members, allows for the adoption of bylaws, and appoints the City of Kirkland as the registered agent for purposes of receiving certain notices. Note that the registered agent can be changed if and when the administering/fiscal agent of the Agency changes or when determined to be necessary.
Article XI – Directors	The initial Board of Directors shall consist of the five members of the Executive Board.
Article XII – Officers	Articles mirror the Interlocal Agreement and provide that the Agency shall have four officers – a President, Vice-President, Secretary and Treasurer.

Section	Summary
Article XIII – Incorporators	Provides that the incorporators of the Agency will be the members of the initial Executive Board.
Article XIV – Limitation of Director Liability	Limits personal liability of members of the Executive Board.
Article XV – Indemnification	Provides for Agency indemnification of directors and officers.
Article XVI – Conflicts	Provides that if there is a conflict between the Interlocal Agreement and the Articles, the Interlocal Agreement will control.
Article XVII – Date of Incorporation	State law allows the organization to specify an incorporation date. It is anticipated that the Agency will be incorporated at the same time or soon after the effective date of the Interlocal Agreement.
Article XVIII – No Corporate Stock; No Distribution of Surplus Funds	Reiterates that the Agency will have no capital stock or disperse surplus funds to its members, stockholders or other persons.



City of Bothell



July 12, 2022

Washington State Department of Commerce
 Commerce Community Capital Facilities
 1011 Plum Street SE
 P.O. Box 42525
 Olympia, WA 98504 – 2525

RE: 2021-23 Behavioral Health Facilities (BHF) Crisis Triage and Stabilization

To Whom It May Concern:

We, the undersigned, represent a coalition of five cities in north King County: Bothell, Kenmore, Kirkland, Lake Forest Park, and Shoreline. Together we are home to nearly 237,000 residents and we have been working closely together to create a behavioral health continuum of care that effectively serves residents in our communities. Our coalition is virtually unique in Washington, as it brings together diverse jurisdictions that share a desire to find effective and innovative solutions for some of our most vexing challenges faced by the people we serve. It is for this reason that we enthusiastically submit this letter in support of Connections Health Solutions (Connections) as it seeks funding for a crisis triage and stabilization facility through your grant process.

Over the past few years, we have invested considerable time and resources to stand up the North King County RADAR and Kirkland Community Responder programs—both of which provide mental health professionals that support our first responders on calls aiding individuals struggling with behavioral health challenges. In the course of this work, we have come to recognize a glaring unmet need for our community: a place for those in behavioral health crisis to go instead of our local emergency rooms and/or jails. With the looming advent of the 988 system, we know that this need will only intensify.

Over the past few months, our coalition has researched best practices, engaged crisis service providers from across the nation, undertaken multiple site visits (both virtual and in-person) and, crucially, built a strong working partnership with our local BH-ASO, the King County Behavioral Health and Recovery Division (BHRD). King County BH-ASO provided data on individuals in the zip codes of our five North King County cities who have accessed behavioral health or crisis services. The data shows us that members of our communities do access mental health and/or substance use treatment as well as access crisis services across all levels of care, including those that are least to most restrictive. The data we have only scratches the surface of what we know as the need for behavioral health and crisis services in North King County. Overall, our research both confirmed the need for a crisis facility in our region and underscored the importance of finding the right provider partner who can leverage their expertise to design the right solution for our cities.

Happily, our hard work has paid off. Through the course of our work, we were introduced to Connections. We have engaged in extensive discussions with them, critically assessing their approach to services and its potential for meeting the needs of our community. And the conclusion is clear: Connections would be an ideal partner and would provide exceptional service to the residents of our community and, indeed, from across all of King County.

July 12, 2022

Page 2

We are excited and impressed by the fact that Connections is the founder of the 23-hour Observation model of crisis care and has driven the evolution of what is now known as the 'Arizona model' via their system-wide leadership. They currently operate the nation's largest crisis receiving centers in Phoenix and Tucson, Arizona, treating over 30,000 individuals in crisis annually. Importantly, Connections cares deeply about its clinical outcomes, and they are successful in stabilizing 65-70% of individuals in crisis within twenty-four hours and connecting them to community-based care. Furthermore, Connections' crisis metrics have set the national standard for best practices in crisis system evaluation and performance measurement, which have been incorporated into crisis guidelines published by SAMHSA and the National Council for Behavioral Health.

We are confident that Connections will work in close collaboration with our cities, King County BHRD, and community organizations/providers to evolve our crisis system. It is clear that their desire isn't simply to build and operate a facility, but to truly serve as a crisis leader in our region. Their vision aligns with ours: to serve as the "front door" accepting all, then treating, stabilizing, and connecting individuals to the right community resources for longer-term recovery. Our discussions with Connections have underscored their competency as "system thinkers" as they have sought to understand in depth the resources available in our community as well as the gaps in care.

We are pleased that the vision we developed for our region is so thoroughly and thoughtfully embodied in the Connections Health Solutions model. Accordingly, we give Connections our strongest possible recommendation for funding through your process. We are prepared to provide our collective support to the siting process for this facility, and we look forward with confidence and excitement to our continued partnership as we build a resource that our communities truly need.

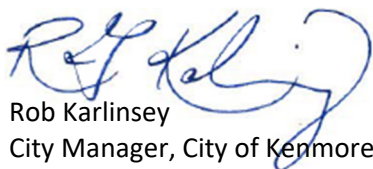
Sincerely,



Kyle Stannert
City Manager, City of Bothell



Phillip Hill
City Administrator, City of Lake Forest Park



Rob Karlinsey
City Manager, City of Kenmore



Debbie Tarry
City Manager, City of Shoreline



Kurt Triplett
City Manager, City of Kirkland

