

June 6, 1997

Introduced By:

BRIAN DERDOWSKI  
LARRY GOSSETT

ST/423P2

Proposed No.:

97-334

**10233**

MOTION NO. \_\_\_\_\_

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A MOTION authorizing the County Executive to enter into interlocal agreements with the city of Covington relating to the County's provision of local services.

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WHEREAS, the city of Covington (the "city") will incorporate on August 31, 1997, and

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WHEREAS, the city desires to secure certain municipal services from the county for its residents, and

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WHEREAS, the county is willing and able to provide the requested municipal services;

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NOW, THEREFORE, BE IT MOVED by the Council of King County:

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The county executive is hereby authorized to execute interlocal agreements, substantially in the forms attached, with the city of Covington for the county to provide the following services:

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1. Adult Detention

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2. Animal Control

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3. Business and Taxicab Licensing

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4. District Courts

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- 1                   5. Interim Roads Maintenance Services
- 2                   6. Real Property Permits (Property Services)
- 3                   7. Solid Waste Disposal
- 4                   8. Solid Waste Forum

5                   PASSED by a vote of 12 to 0 this 30<sup>th</sup> day of June, 1997.

6                   KING COUNTY COUNCIL  
7                   KING COUNTY, WASHINGTON

8                   \_\_\_\_\_  
9                   Chair *Jane Hogue*

10                  ATTEST:

11                  \_\_\_\_\_  
12                  Clerk of the Council

13                  Attachment:    Interlocal Agreements

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## Interlocal Agreement Between King County and the City of Covington for Jail Services

In accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jail Act (RCW Chapter 70.48, as amended), King County, a municipal corporation and legal subdivision of the State of Washington (the "County") and the City of Covington (the "City"), in consideration of the payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties, do covenant and agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this contract:
  - 1.1. "City Prisoner" 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 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:
    - 1.1.1. The person is booked or confined by reason of violating or allegedly violating a City ordinance;
    - 1.1.2. The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or District Court when acting as the City's Municipal Court;
    - 1.1.3. The person is booked or confined by reason of violating or allegedly violating state statute (State misdemeanor or gross misdemeanor) and the person could have been booked or confined by reason of violating or allegedly violating a City ordinance for the same or similar activity;
    - 1.1.4. The person is booked or confined by reason of a Municipal Court or District Court (when acting as the City's Municipal Court) order; or,
    - 1.1.5. The person is booked or confined by reason of Sections 1.1.1 through 1.1.4 above, in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.1.1 through 1.1.4 above is determined to be the most serious charge in accordance with Exhibit I.
    - 1.1.6. A City charge is not the principal basis for confining a person where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge.
    - 1.1.7. A City charge is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of a felony charge that has been reduced to a State misdemeanor or gross misdemeanor.
    - 1.1.8. The City agrees to pay for ten percent (10%) of the below described booking fees and maintenance charges for all persons booked or confined in the Jail by the City or investigation of a felony charge. The County agrees to pay for the remaining ninety percent (90%) of these fees and charges.

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- 1.2. Jail, wherever underlined, means a place primarily designed, staffed, and used for the housing of adults charged with a criminal offense; for the punishment, correction, and rehabilitation of offenders after conviction of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this agreement, Jail includes the County jail in the King County Correctional Facility; the North Rehabilitation Facility (Firlands); and any Community Corrections Facility and/or Program, such as Work Release, Electronic Home Detention, Work Crews, operated by the County directly or pursuant to contract.
- 1.3. The first "Prisoner Day" means confinement for more than six (6) hours measured from the time such prisoner is first presented to and accepted by the Jail or pursuant to the authority of the City until the prisoner 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 Prisoner Day means confinement for any portion of a calendar day after the first Prisoner Day. The County shall make every reasonable effort to release a prisoner as expeditiously as possible after the County has received notification of a court order to release. For persons confined in the North Rehabilitation Facility, "Prisoner Day" means a confinement in accordance with Exhibit II.
  - 1.3.1. If either party notifies the other in writing that program or administrative requirements relating to the Jail are causing or will cause an inequitable burden on either party, or that new technologies and methods relating to more equitable distribution of prisoner confinement costs have become or will become available, the parties shall meet to discuss changes to the above definition of Prisoner Day.
2. Jail and Health Services: The County shall accept for confinement in the Jail those persons who are City Prisoners as defined in Section 1.1 and shall furnish the City with Jail facilities, booking, and custodial services, and personnel for the confinement of City Prisoners at least equal to those the County provides for confinement of its own prisoners. The County shall furnish to the City all Jail medical and health care services required to be provided pursuant to federal or state law and regulations promulgated thereto, including such standards as may be adopted by the Washington State Corrections Standards Board.
3. City Compensation: The City will pay the County a booking fee and a maintenance charge as follows:
  - 3.1. The booking fee shall be assessed for City Prisoners booked by or on behalf of the City into the Jail for registering, fingerprinting, photographing, and initial screening and examination of persons presented for confinement; for inventorying and safekeeping of their personal property; for maintaining the Jail register (book of arrests) and such other booking functions as may be established pursuant to this contract, by order of a court of competent jurisdiction and/or by the State of Washington. The booking fee shall be established annually pursuant to the procedure set forth in Exhibit III. Each year, the procedure shall include an adjustment to the booking fee established for the following year to account for the difference between the total booking fees billed to all cities and

towns during the previous year and the County's actual costs of providing booking services for prisoners of all cities and towns during that year. On or about September 1 of each year, the County shall provide the City with an estimate of the booking fee for the following year.

- 3.2. The maintenance charge shall be assessed for a City Prisoner for each Prisoner Day. The maintenance charge shall be established annually, based on the County's "Net Maintenance Fee" which shall be determined using the procedure set forth in Exhibit IV. Each year, the procedure shall include an adjustment to the maintenance charge established for the following year to account for the difference between the total maintenance charges billed to all cities and towns during the previous year and the County's actual maintenance costs for prisoners of all cities and towns during that year. On or about September 1 of each year, the County shall provide the City with an estimate of the maintenance charge for the following year.

4. Billing and Billing Dispute Resolution Procedure:

- 4.1. 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 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).
- 4.2. Withholding of any amount billed shall constitute a dispute, which shall be resolved as follows:
  - 4.2.1. The representatives designated in Section 9 of this contract or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful but in no case later than thirty (30) days following receipt by the County of the written notice described in Subsection 4.5 below, the City shall appeal in writing to the Director of the Department of Adult Detention, who, after receiving a recommendation by the Jail Advisory Committee, shall render a decision in writing to be transmitted by mail to the City.
  - 4.2.2. The decision of the Director shall be final and conclusive unless the City, within thirty (30) days of receipt of the said decision, appeals in writing to the County Executive, for settlement in accordance with Section 12 of this contract.
  - 4.2.3. Any amount withheld from a billing, which is determined to be owed to the County pursuant to the billing dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the negotiated resolution or appeal determination.
- 4.3. 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 that are not paid 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.

- 4.4. If the City fails to pay a billing within the times set forth in the above subsection, the City shall be deemed to have voluntarily waived its right to house City Prisoners in the Jail and will remove City Prisoners already housed in the Jail within thirty (30) days. Thereafter, the Jail shall accept no further City Prisoners until all outstanding bills are paid.
- 4.5. Each party may examine the other's books and 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 contract which are revealed by an audit shall be resolved under Section 12.
5. Terms: This contract shall take effect upon execution by both parties. No part of this contract shall be applied retroactively. This contract shall extend to December 31, 1997 and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this contract.
6. Termination: This contract may be terminated by either party prior to the date specified above in Section 5 by providing the other party ninety (90) days written notice. The notice shall state the grounds for termination and the specific plan for accommodating the affected jail population. This Section shall not affect or apply to billings, billing disputes, or cessation of the City's right to use the Jail pursuant to this contract.
7. Indemnification:
  - 7.1. 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 performing services pursuant to this agreement. 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.
  - 7.2. 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 suite 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.

- 7.3. 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 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. Non-Discrimination/Equality of Employment Opportunity: The County will provide equal employment opportunity in administering this contract, in implementing this contract, and in administering the Jail, and prohibit discriminatory treatment as required by King County Ordinance 4528, or a successor ordinance of at least like effect; any charges referred by the City to the County will be processed promptly.
9. Consultation: The City and the County shall designate representatives for the purpose of administering this contract, and shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon notice to the other. Each party will consult with the other's appropriate designated representatives in preparing annual calculations for determining cost, fees, and charges and before adopting any changes in policies, practices, or procedures which may affect the responsibilities of the other and will try to resolve disputes through their designated representatives.
10. Assurance: The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with a county in the care and treatment of its prisoners, detention facilities provided, or in charges assessed than provided under this contract to City Prisoners and the charges made to the City under this contract. If advantages are provided prisoners of another city or town or to prisoners of the County, like advantages shall be extended to City Prisoners; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this contract. This Section shall not apply to temporary service contracts of less than twelve months' duration; provided that such temporary service contracts shall not cause the City to pay more in maintenance charges and booking fees than the City would have paid without such a temporary service contract.
11. Remedies: No waiver of any right under this contract shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of 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 notice of a deficiency in performance constitute an acquiescence thereto.

12. Disputes: Disputes that cannot be resolved by the representatives designated herein or billing disputes appealed to the County Executive pursuant to Section 4 shall be referred to the Chief Executive Officer of the City and the County Executive for settlement. If not resolved by them within thirty (30) days of the referral, the Chief Executive Officer and the County Executive by mutual written consent may apply to the Presiding Judge of the King County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties.. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

Each party shall pay one-half of the arbitrator's fees and expenses. Each party shall be entitled to specific performance of this contract as long as Article V and or a repayment obligation under RCW 70.48.090 restricts its termination. If either party prevails in a court action to enforce any provision of this contract, it shall be awarded reasonable attorney's fees to be based on hourly rates for attorneys of comparable experience in the community.

13. State Criminal Charges: The City shall initiate procedures to avoid booking or confining persons by reason of violating or allegedly violating a State statute where such persons could have been booked or confined for a City ordinance. The terms of this Section apply whether the charges are initiated originally in District Court or filed in the District Court following a felony investigation which does not result in the filing of felony information or felony complaint.
14. Jail Advisory Committee: There has been established a Jail Advisory Committee which shall provide consultation and recommendations to the County concerning Jail policies, budgeting and planning relating to the cost and utilization of the Jail by contracting cities and towns. The Jail Advisory Committee shall also make recommendations to the County Executive on billing disputes arising under this contract. The Jail Advisory Committee is established in accordance with Exhibit V.
15. Ancillary Matters: This contract reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of prisoners.

15.1 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 prisoners, and the reduction of costs of operating and maintaining Jail facilities.

15.2 The County will maintain its program of contacting the City after booking a City Prisoner in order to give notice that the prisoner has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place immediately after booking and will result in no maintenance charges if the prisoner is released to the City within six hours. The County will maintain its program to notify the City of the status of its prisoners in cases where confinement is the result of multiple warrants from two or more jurisdictions. This program will allow the City to take



custody of a prisoner if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary maintenance day costs. When the County modifies its data processing system which is used to provide the information to determine the billable agency, the method outlined in Exhibit I will be modified to designate the arresting agency's charge as the billable charge until that charge is no longer the cause of that person's confinement.

15.3 Should the County be charged for hospitalization costs for City Prisoners, excluding costs reimbursable from another jurisdiction, both parties agree to reopen negotiations on this specific point. If an impasse is reached then the process outlined in Section 12 of this contract will be followed.

15.4 If any provision of this contract other than Section 8 shall be held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of both parties.

16. Entire Contract: This contract 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	Booking Fee
Exhibit IV	Net Maintenance Fee
Exhibit V	Jail Advisory Committee

16.1 This contract represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions. The parties hereto specifically waive any rights, causes or claims arising from or related to any preceding contract for jail services between the parties as they relate to billings, definition of prisoners, definition of Prisoner Day, audit findings, or any other dispute relating to the establishment or administration of the billing system; provided nothing contained herein shall affect or modify any past present or future right or obligation of either party pursuant to Section 7; Provided further as condition precedent to the entry and effect of this contract, all billings and charges arising under any preceding contract for jail services shall be current.

17. Modifications: All provisions of this contract may be modified and amended with the mutual consent of the parties hereto.

King County

City of Covington

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King County Executive

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Manager

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Date  
Approved as to Form

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Date  
Approved as to Form

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King County  
Deputy Prosecuting Attorney

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City Attorney

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Date

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Date

Department of Adult Detention  
June 4, 1997  
contracts/Covington

## EXHIBIT I

## Method of Determining Billable Charge and Agency

Daily the billing program examines the open charges for each active booking and applies a uniform set of rules to select the billable charge. Then the billable agency is determined from the billable charge. Under these rules, the most serious charge, as determined by type of charge (felony, investigation, misdemeanor), pretrial or sentenced status and bail amount, is considered the principal basis for incarceration, pursuant to Section 1 of this contract.

The procedure for selecting the billable charge is as follows. The program will proceed in sequence through the series of procedures only as far as needed to isolate one charge as billable.

1. Select the only felony charge. If there are more than one, go to Rule 2. If there are no felony charges proceed to Rule 3.
2. Select the charge with charge status other than Federal or Immigration. If there are no other charge statuses, determine if the charge is Federal or Immigration and bill accordingly.
3. Select the only investigation charge. If there are more than one, go to Rule 7. If there are no investigation charges, proceed to rule 4.
4. Select the only misdemeanor charge. If there are more than one, continue to Rule 5.
5. Select the sentenced charge. Find the agency with the longest sentence. If there are no sentenced charges, go to Rule 7.
6. If there is no longest sentence, or if all are sentences of equal length, select the charge with the earliest sentence date.
7. Select the charge for the arresting agency. If there is no arresting agency or charges, select the earliest charge entered and set the billable agency of that charge.
8. If there are no sentenced charges, and if the arresting agency has no charge, then find the agency having the highest total accumulated bail amount and select the first charge entered for that agency.
9. If bail is equal among jurisdictions and no charges are sentenced, or if all charges are sentences of equal length, select the charge having the earliest charge number.

**Exhibit II**

**Exception to Billing Procedure Between King County  
and Cities Signing the Contract for Jail Services**

For persons serving sentences at the North Rehabilitation Facility (NRF) who report directly from the community to NRF for incarceration, prisoner day shall not be defined according to Section, 1C of the Contract for Jail Services. Instead, prisoner 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 prisoner day. The number of days billed for each NRF 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 7/1/90 0700	Released 7/3/90 0700
	Number of prisoner days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/90 0700	Temporary Release 7/2/90 0700
	Return to NRF 7/8/90 0700	Released 7/9/90 0700
	Number of Prisoner days = 2	

The Department of Adult Detention will apply this definition of prisoner day to the City's NRF prisoners 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 Detention, which will make the necessary adjustments.

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**Exhibit III**

Booking Fee<sup>1</sup> - 1997

DAD<sup>2</sup> Unit Cost

Adopted Budget 1997	
(DAD Intake Budget) <sup>3</sup>	\$6,398,456
Estimated COLA <sup>4</sup>	<u>128,165</u>
	\$6,526,621
+/- Year End Adjustments	<u>(62,553)</u>
Subtotal	\$6,464,068
Projected Number of Bookings	<u>59,353</u>
1997 Per Booking	108.91

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<sup>1</sup> Year-end adjustments based on actual COLA, number of bookings, and/or other budget accordingly the following year.

<sup>2</sup> DAD = Department of Adult Detention

<sup>3</sup> The Adult Detention budget contains personnel and support costs for all services described in Section III (A) of this contract.

<sup>4</sup> COLA = Cost of Living Adjustment

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**Exhibit IV**  
 Net Maintenance Fee<sup>1</sup> - 1997  
 DAD/DFM\* Unit Cost

DAD Adopted 1997 <sup>2</sup>	\$71,945,791
Estimated COLA*	<u>1,441,114</u>
Subtotal	73,386,905
Less: Booking Costs (Ref. Exhibit III)	(6,526,621)
Less: Maintenance	<u>(41,075)</u>
Total DAD Maintenance Budget	66,819,209
Facilities Direct Support Costs <sup>3</sup>	1,107,500
Indirect Support Costs <sup>4</sup>	
Subtotal Direct and Indirect Support Costs	<u>1,107,500</u>
DAD Budget + Direct & Indirect Costs	\$67,926,709
Less: County Revenues <sup>5</sup>	(2,016,133)
Less: SMC Transport Costs <sup>6</sup>	<u>(129,348)</u>
Subtotal Less County Revenue and Transport Costs	<u>(2,145,481)</u>
Net Total Maintenance Costs (NETMC)	\$65,781,228
Projected Number of Maintenance Days	<u>968,305</u>
1997 Prisoner Day Maintenance Fee (NETMC/968,305)	\$67.93

- \* DAD = Department of Adult Detention
- \* DFM = Division of Facilities Management
- \* COLA = Cost of Living Adjustment

**Exhibit V**  
**Jail Advisory Committee**

Committee Purpose:

The purpose of the Committee is to provide consultation and recommendations to the King County Executive through the Department of Adult Detention on matters relating to policy, budgeting, billing, planning, and operations of the King County Jail.

Committee Size and Composition

The Committee shall be composed of eight persons including the following:

- County Executive Office Representative
- City of Seattle Representative
- Director, Department of Adult Detention
- Suburban City Mayor Representative (3)
- Suburban City Police Representative (2)

Further the representatives from the suburban cities should include representation from:

- cities with either correction or detention facilities;
- cities with "holding" facilities; and
- cities with no jail facilities.

The suburban members should also, to the extent feasible, represent cities from each of the major geographical areas of the County.

Appointment of Members:

The City of Seattle Representative will be appointed by the Mayor of Seattle. The suburban city representatives will be appointed through a process defined by the Suburban Cities Association in conjunction with the Police Chiefs Association. At a minimum this process will include final identification of Committee members by the President of the Suburban Cities Association on an annual basis.

Terms of Committee Membership:

The composition of the Committee shall be reviewed annually in January during which time consideration will be given to changing and/or continuing specific members of the Committee.

1. Year-end adjustments based on actual COLA, number of bookings, and/or other budget adjustments will increase or decrease the unit cost and the City billings will be adjusted accordingly in the following year.
2. The Department of Adult Detention expenditures for housing and guarding prisoners and for furnishing necessary Jail medical and health care services.

3. Direct County Support Costs, incurred by County departments other than DAD for operation, maintenance and repairs to the Jail. This cost category includes the costs of providing heat, ventilation, and air-conditioning, elevator maintenance and repair, garbage disposal, electricity, engineers, electricians, plumbers, custodians, steamfitters, carpenters, and all necessary materials and supplies, as provided in the King County Budget for the Department of Executive Administration, Facilities Management Division. All charges will be documented by work orders, invoices, etc. and will be actual costs considered in the year-end adjustment.

For City of Seattle only, a credit will be given for direct costs associated with use of the Public Safety Building (PSB) Jail by King County Adult Detention for that time period during which King County is using the PSB as a King County jail location; and for other direct support such as photography services on an actual basis.

4. Indirect Support Costs attributable to the Jail include the specialized support services such as window cleaning, supervisory functions of the above described direct costs, System Services development costs, and other appropriate Facilities Management costs attributable to the Jail as specifically agreed to by the City, which are based on percent of time allocated for the existing components of this cost category. These will be modified to reflect the actual costs incurred by the County at the year-end adjustment.
5. County Revenue Credits Accrue From:
  - a. DAD revenue from other jurisdictions, excluding booking and maintenance revenues from such other jurisdictions, including grants which provide revenue reflected as part of DAD expenditures, revenues from work release program, commissary revenue, revenue from involuntary treatment payments, revenues from abandoned property of persons, or similar Jail - related revenues;
  - b. Grants from other governmental agencies for or used in Jail maintenance or operations, but excluding grants for capital improvements or other municipal corporations in King County under a similar agreement; and
  - c. Grants and donations from private individuals.
  - d. Revenue credits exclude litigation expenses allocable under Section 7; any payments as punitive damages; depreciation; and general governmental expenses that would not qualify as an allowable cost under regulations for federal or state cost reimbursement contracts.
6. A credit is given for the salary and benefits costs of 2 FTE Corrections Officers from Court Detail (DAD), which covers the costs of services provided to the City of Seattle and does not benefit other City jurisdictions.



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**Interlocal Agreement Between  
King County and the City of Covington**  
Relating to Animal Control

This AGREEMENT entered into this 31st day of August, 1997 between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Covington, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 39.34.010 and 39.34.080, is authorized to and desirous of contracting with the County for the performance of Animal Control Services; and,

WHEREAS, the County is authorized by Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations:

- 1.1. In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:
  - 1.1.1. Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to Animal Control as set forth in the city Ordinance Number \_\_\_\_\_;
  - 1.1.2. Provide the same degree, type, and level of service as is customarily provided to residents of unincorporated King County;
  - 1.1.3. Furnish licenses and application forms for said licenses to the City for sale to the public at the City Hall;
  - 1.1.4. Except as set forth in section 7.1 below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.
- 1.2. In consideration of the promises of the County herein before set forth, the City promises to:
  - 1.2.1. Enact an ordinance or resolution which is substantially similar to Title 11 King County Code as now or hereafter amended. For the purpose of this subsection, "substantially similar" shall be defined to include, at a minimum, identical license, late penalty, and impound/redemption/sheltering fees with those provided in Title 11 King County Code;

1.2.2. Delegate to the County the following:

1.2.2.1. The power to determine eligibility for licenses issued under the terms of the City ordinance, subject to the conditions set forth in said ordinance and subject to the review power of King County Board of Appeals;

1.2.2.2. The power to enforce terms of the City ordinance, including the power to deny suspend or revoke licenses issued thereunder, and subject to the review power of the King County Board of Appeals.

1.3. Nothing in this agreement is intended to divest the City of authority to issue notices of violations and court citations for alleged violations of City ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or City.

2. Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this contract in the following manner:

2.1. The County shall receive all fines and fees collected by the County pursuant to the licensing of dogs, cats, kennels, hobby kennels, pet shops, animal shelters, and grooming parlors subject to the following rebate provisions:

\$1.00 for each dog license sold at the City Hall shall be rebated to the City;

\$1.00 for each cat license sold at the City Hall shall be rebated to the City;

2.2. The County shall receive all impound and redemption fees charged against animals.

3. Time of Performance: This agreement shall be effective the 31st of August, 1997, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter. The County reserves the right to increase fees or modify the rebate provisions of Section 2.1 of this agreement.

4. Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.

5. Termination: This agreement may be terminated without cause only after thirty (30) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination, nor shall it affect the validity of any license issued pursuant to the City ordinance.

Covington Interlocal Agreement: Animal Control

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6. Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:
- 6.1. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
  - 6.2. All persons rendering services hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
  - 6.3. The contact person for the City regarding citizen complaints, service requests and general information on animal control services is the Chief of King County Animal Control;
  - 6.4. In the event of a dispute between parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performances of such service, the determination of the Director of the King County Department of Executive Administration shall be final and conclusive in all respects between parties hereto.
7. Indemnification:
- 7.1. 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 performing services pursuant to this agreement. 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 principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
  - 7.2. 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 City and their respective officers, agents and employees; or any of them, the City shall satisfy the same.

- 7.3. 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 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, include all chargeable costs and attorney's fees.
- 8. Audits and Inspection: The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and six (6) years after termination hereof.
- 9. Non-Discrimination: The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United State Department of Labor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

King County

City of Covington

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN  
King County and the City of Covington  
for Regulatory Licensing of Certain Businesses**

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Covington, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City will incorporate effective August 31, 1997 at 12:01 am; and

WHEREAS upon incorporation local governmental authority and jurisdiction with respect to regulatory licensing of businesses transferred from the County to the City; and

WHEREAS the City and County desire an orderly transfer of authority and jurisdiction with respect to applications for and continuation of licenses currently in effect;

NOW THEREFORE, the County and City hereby agree:

1. City Responsibilities. The City promises:

- 1.1. To adopt the necessary ordinances and regulations to enable King County to perform services under this Agreement.
- 1.2. To designate the County as its agent to accept, review, approve or disapprove applications, to issue permits or licenses and to enforce the terms and conditions of resulting permits or licenses for the following: amusement devices, amusement places, pool and billiard tables, closing out sales, dances, go kart tracks, junk dealers, massage businesses and public bathhouses, music machines, outdoor musical entertainment, pawnbrokers, secondhand dealers, theaters, taxicabs, and charitable solicitations as set forth in King County Code, Title 6.
- 1.3. To honor permits and licenses for activities listed in paragraph 1.2, issued by the County prior to incorporation.
- 1.4. To provide a process for appeals of any actions resulting from the County's approving or disapproving applications and/or enforcement of the City ordinances and terms and conditions of permits and licenses.
- 1.5. Except as to Section 4.2, the services provided by the County pursuant to this agreement do not include legal services. The City agrees to provide all legal services for any actions resulting from the City's discretionary decisions or final actions on applications taken by the city or its designated decision-maker.

2. County Responsibilities. The County agrees to act as the City's agent through the Licensing and Regulatory Services Division to perform the following in accordance with enabling ordinances and Licensing and Regulatory Services Division administrative procedures.

- 2.1. To receive applications for permits and licenses for activities listed in paragraph 1.2 above.
- 2.2. To review and approve or disapprove applications received and to issue permits or licenses.
- 2.3. To enforce the ordinances, including suspending or revoking licenses.
- 2.4 Except as set forth in Section 4.2 below, services to be provided by the County pursuant to this agreement do not include legal services which shall be provided by the City at its own expense.

3. Notification to Applicants. The County and City will have available for applicants and other interested parties a document describing the handling of applications based on the terms of this agreement.

4. Indemnification.

- 4.1. 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 part from the existence, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, 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.
- 4.2. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.
- 4.3. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the

County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

5. Compensation. The County shall retain the fees collected from applicants for permits or licenses. No additional compensation will be due from the City.

6. Duration. This agreement is effective August 31, 1997 and will continue in force until terminated by sixty (60) days written notice by either party to the other.

7. Administration. This agreement shall be administered by the Manager of the Licensing and Regulatory Services Division, or his designee, and the City Manager, or his designee.

8. Amendments. This agreement may be amended at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF Covington

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County  
Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF COVINGTON AND KING COUNTY  
ESTABLISHING FILING FEES FOR MUNICIPAL CASES  
FILED IN KING COUNTY DISTRICT COURT**

Whereas, RCW 3.62.070, as amended, provides that cities shall be charged a filing fee for every criminal or traffic infraction action filed by cities in county district courts for municipal ordinance violations, and

Whereas, RCW 3.62.070, as amended, provides that such fees be established pursuant to an agreement as provided for in chapter 39.34 RCW, the Interlocal Cooperation Act, and

Whereas, King County, hereafter referred to as the "County" and the City of Covington, hereafter referred to as the "City", desire to enter into such an agreement to, among other things, describe the municipal court services to be provided by the County, establish filing fees for municipal cases filed in District Court at a mutually acceptable rate, and provide for a mechanism to adjust the filing fees on an annual basis;

BY THIS AGREEMENT, the County and the City mutually agree as follows:

1. General

- A. Purpose. The purpose of this Interlocal Agreement is to define the process for establishing filing fees to be paid by the City to the County for processing municipal cases filed by the City in District Court, a mechanism to adjust fees, and the court services to be provided by the County to the City.
- B. Municipal Cases and Municipal Court Services. The County shall provide court services for all municipal cases filed by the City in King County District Court. The County shall provide court services to the City at the same level as the County provides for the same type of cases originating in unincorporated King County.
1. Municipal Cases. Municipal cases shall include all civil or traffic infraction actions, civil drug forfeiture actions and criminal citations/complaints filed by the City in District Court.
  2. Municipal Court Services. Municipal court services include all court services imposed by state statute, court rule, City ordinance, or other regulation as now existing or as hereafter amended, except that the County and City agree to review the filing fees in the event that changes in state statute, court rule, City ordinance, or other regulation require new municipal court services not included in the filing fee formula established under this agreement or result in reductions or deletions in municipal court services provided by the County to the City. The filing fees provided in this agreement shall constitute full compensation for municipal court services currently provided by the County to the City.

Municipal court services currently provided by the County to the City are: the filing, processing, adjudication, and penalty enforcement of all municipal cases filed, or to be filed, by the City in District Court, including but not limited to issuance of search and arrest warrants, procedures for establishing bail



arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, presentence investigations, sentencing, post-trial motions, the duties of courts of limited jurisdiction regarding appeals, and any and all other court functions as they relate to municipal cases filed by the City in District Court. The County shall provide all necessary judicial clerical personnel to perform such services in a timely manner as required by law and court rule.

- C. Property. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.
- D. Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.
- E. Marginal Cost Formula. The filing fees are based on the application of filings and cost data into a marginal cost formula. The marginal cost formula determines the filing fee from four cost categories: 1) clerical, 2) extra judicial, 3) space, and 4) general operations and maintenance costs. The City's share of extra judicial, space and operations/maintenance costs are allocated on the percentage of municipal cases out of the total caseload. The clerical costs are allocated based on statistics collected by the District Courts which quantify time spent processing city cases. There will be no changes to the marginal cost formula or to the method of quantifying clerical time statistics without the approval of the City. A copy of the marginal cost formula applied to filings and cost data for 1997 is attached to this agreement.
- (1) Clerical costs are defined as the actual expenditures for any and all clerical (court clerk and clerical supervisory) positions, both permanent and temporary, full time or part time, employed at and by the District Court division in which the municipal cases are filed.
  - (2) Extra judicial costs are defined as a division's actual expenditure for traffic magistrates employed at or by the district court division in which the municipal cases are filed. Traffic magistrates shall be used solely to hear mitigation hearings, provided that to the extent a division may choose to utilize traffic magistrates for other purposes, the actual expenditures charged to the City shall be limited to the use of the traffic magistrate for mitigation hearing purposes only.
  - (3) Space costs are a division's actual expenditures for leased space. No additional charges are included in this contract for County owned buildings.
  - (4) General operation and maintenance costs are defined as only those divisional expenditures for supplies and services which are affected by municipal filings, including office, copy machine and data processing supplies; banking services; postage; utilities; equipment repair; copy machine repair; other equipment rental such as postage meter rental; and printing.

## F. Contract Administration and Services Monitoring Committee.

- (1) This agreement shall be administered by the King County Executive or his/her designee, and the Chief Executive Officer of the City or his/her designee.
- (2) A contract services monitoring committee, composed of a representative of the Chief Executive Officer of the City and a representative of the District Court Division Administration, will meet quarterly to review day to day operations, service provision and to resolve operational conflicts. The City and County shall notify the other in writing of its designated representative. Either party is authorized to convene a meeting with a minimum of ten (10) working days written notice to the other.
- (3) Any operational conflict that is not resolved by the contract services monitoring committee shall be referred to the Chief Executive Officer of the City and the Presiding Judge of the District Court.

2. Filing Fees

- A. 1997 Filing Fees. The City agrees to pay a filing fee of \$18.28 for each traffic infraction action and to pay a filing fee of \$74.53 for all other actions filed in King County District Court, except as provided in Section 2.B. of this Interlocal Agreement. Provided, in cases where the bail or penalty is paid or forfeited as reported on the monthly District Court Caseload Report, the filing fee shall be reduced to three dollars (\$3.00). If the City terminates an existing Traffic Violations Bureau or otherwise causes cases to be sent to the District Court instead of to its existing Traffic Violations Bureau, the entire basis on which this agreement is based may be affected. Therefore, any City which intends to terminate an existing Traffic Violations Bureau must notify the County of their intent no later than July 15 of the year preceding the termination of the Traffic Violations Bureau. Failure to notify by the time specified will result in immediate recalculation of the filing fees paid by the City. Any City which intends to implement a new Traffic Violations Bureau must notify the County of their intent no later than July 15 of the year preceding the year of the Traffic Violations Bureau change.
- B. Exceptions. This Interlocal Agreement, however, does not apply in traffic cases wherein bail or penalty is forfeited to a violations bureau, in cases filed in municipal departments established pursuant to Chapter 3.46 RCW, or in cases where a city has contracted with another city for such services pursuant to Chapter 39.34 RCW.
- C. Future Filing Fees. The future filing fees will be calculated by the Office of the King County Executive on or about May 1 of each year. The previous calendar year's actual filings and actual costs will be applied to the "Marginal Cost Formula" to determine fees to be charged by each District Court for the coming year. The County will notify the City of the calculated fees on or about May 1st. Said calculated fees shall become the filing fee for the next year, except as otherwise limited by paragraph 2.D.

102334

District Court Filing Fees Agreement: City of Covington

- D. Future Filing Fee Limits. If the new per case filing fees calculated under Section 2.C. of this Interlocal Agreement fluctuate from the previous year's fees for their Infractions or Citations/Complaints by plus or minus 10% or greater in the District Court division used by the City, the new fees must be studied and justified through renegotiation with all the Cities being served by that Court. If the parties are unable to renegotiate a new fee level by July 15, the parties agree to submit the fees to arbitration as provided by Section 3.C. of this contract. If the new fees fluctuate less than 10%, the increase or decrease in fees will be capped at plus or minus 6% without re-opening negotiations.
- E. Renegotiation In the event renegotiation is triggered for Cities whose new fees fluctuated by 10% or more under Section 2.D., all Cities will be notified and kept informed of the progress of the renegotiation process with the affected cities. Any change in the methodology for computing one city's filing fees will be available to all cities where appropriate.

3. Duration and Termination

- A. Duration. This Interlocal Agreement shall remain in full force and effect upon signature and shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the County or City notify the other party in writing of its intent to terminate as provided in Section 3.B. of this Interlocal Agreement.
- B. Termination Notice. Any Notification of intent to terminate this Interlocal Agreement must be received by the other party no later than July 15th preceding the date of termination. The date of termination is the end of the last day of the calendar year in which a Termination Notice is properly tendered.
- C. Renegotiation and Arbitration.
- (1) If the parties are unable to renegotiate filing fees prior to July 15, and neither party desires to terminate pursuant to Section 3.B. above, the County and City agree to submit the issue to arbitration pursuant to Chapter 7.04 RCW and the County and City shall be entitled to the same rights and subject to the same duties as other parties who have agreed to submit to arbitration pursuant to Chapter 7.04 RCW, as currently existing or as hereafter amended.
  - (2) The renegotiation of the filing fees may also be triggered in the event of a material change in the type, level, or method of delivery of services provided by the County under this agreement. Material change is defined for the purposes of this section to mean a variation of more than ten (10) percent from the prior year in the cost categories as described in Section 1.E. The County shall notify cities of its intent to implement a material change no later than September 1 of any year in order for the material change to be effective for the next year. Such renegotiation may take place once per year only, and must occur during the period of from September 1 through October 31 and conclude no later than October 31 for the

District Court Filing Fees Agreement: City of Covington

year following. Should either party wish to terminate the contract subsequent to the renegotiation period for these purposes, such notification of termination must be provided no later than December 1 for withdrawal no earlier than July 1 of the year following.

- D. Interim Filing Fee. If, in the event of termination or renegotiation, a new filing fee is not established by negotiation or arbitration prior to the start of the new calendar year, the most recent fee established under the terms of this Interlocal Agreement shall remain in full force and effect until a new fee is determined by negotiation or arbitration.

4. Indemnification.

- A. 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 part from the existence or effect of City ordinances, rules or regulation, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any 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 attorneys' fees.
- B. The City shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the City's acts, errors or omissions with respect to the subject matter of this agreement, provided, however, that
- (1) the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the County, its officers, agents or employees; and
  - (2) the City's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the City and the County shall apply only to the extent that the City's actions or negligence caused or contributed thereto.
- C. The County shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the County), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the County's acts, errors or omissions with respect to the subject matter of this agreement, provided, however, that

- (1) the County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the City, its officers, agents or employees; and
- (2) the County's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the County and the City shall apply only to the extent that the County's actions or negligence caused or contributed thereto.

D. Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County employees by virtue of their employment. Nothing in this agreement shall make any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

5. Survival. The provisions of Sections 3.D and 4 shall survive the expiration and termination of this agreement with respect to any event occurring prior to such expiration or termination.

6. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee; or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designed by the addressee by written notice to the other party:

To County: King County Executive  
 Room 400, King County Courthouse  
 516 Third Avenue  
 Seattle, Washington 98104

To City: City Manager  
 City of Covington  
 Box 43-122  
 Covington, Washington 98042

7. Successors. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successor, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Covington

10233

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

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Presiding Judge of the District Court

\_\_\_\_\_  
Date

Attachment: Application of Marginal Cost Formula for 1998

June 4, 1997  
o:\regional\covington\court

# Final 1998 District Court Municipal Fees

# 10233

	Aukeen 1997	Aukeen 1998
<b>Clerical Costs</b>		
Total FTE's	21.50	19.00
Total Salary & Benefits	749,583	805,252
Average \$/FTE	34,864	42,382
Bodies	21.50	19.00
Total Salary	571,554	613,114
Total Benefits	178,029	192,138
Infraction-Actual	0.38	0.28
Citation-Actual	1.00	1.00
<b>Miscellaneous Costs</b>		
Mag. & Traffic	8,272	8,630
Extra Help	1,204	0
Space	0	0
Operations & Maintenance	63,382	57,535
Central Printing Costs	0	8,349
County O&M	0	86,060
Total Miscellaneous	72,858	160,574
Total Municipal and State/Co. filings	17,031	12,581
less Forfeitures	4,906	3,929
NET Municipal and State/Co. Filings	12,125	8,652
<b>Total Municipal Filings</b>		
Total Infraction Filings	1,292	1,292
Less Bail Forfeitures	212	164
Net Infractions	1,080	1,129
Percentage of Net Total	8.91%	13.04%
Total Citation Filings	540	540
Less Bail Forfeitures	31	31
Net Citations	509	509
Percentage of Net Total	4.20%	5.88%
<b>Summary Costs</b>		
<b>Infractions</b>		
Clerical Costs	13,248	11,867
Miscellaneous	6,490	20,944
Total	19,738	32,811
Total Municipal Infractions	1,080	1,129
Infraction Fee	18.28	29.07
<b>Citations</b>		
Clerical Costs	34,864	42,382
Miscellaneous	3,057	9,443
Total	37,922	51,824
Total Municipal Citations	509	509
Citation Fee	74.53	101.86

Compared to Previous Year Rates	Aukeen 1997	Aukeen 1998
Infraction Fee 1997	18.28	18.28
Infraction Fee 1998		29.07
Percent Change		59.03%
Citation Fee 1997	74.53	74.53
Citation Fee 1998		101.86
Percent Change		36.67%

Final Fees		Aukeen 1998
<b>With Six Percent Cap</b>		
Infraction Fee 1998		19.38
Percent Change		6.00%
Citation Fee 1998		79.00
Percent Change		6.00%

**AN INTERIM INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF COVINGTON  
FOR PROVISION OF ROADS MAINTENANCE SERVICES**

This agreement is made and entered into this day by and between the City of Covington, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the residents of the unincorporated King County area known as Covington have voted to become an incorporated city, and

WHEREAS, the City desires to provide quality road maintenance and traffic control services for its residents, and

WHEREAS, the Revised Code of Washington, Chapter 35.02.220, states in part that the County shall continue to provide roads maintenance services to the City at the preincorporation level for sixty (60) days from the official date of incorporation, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative actions;

NOW, THEREFORE, the County and City hereby agree:

I. Transition Period

- 1.1 The County agrees to provide road and traffic maintenance services to the City at the preincorporation level as required by RCW 35.02.220.
- 1.2 Such services will continue for sixty (60) days from the official date of incorporation or until forty (40) percent of the anticipated annual tax distribution from the road district tax levy is made to the newly incorporated city, whichever is shorter.
- 1.3 The City agrees that any change in service level will be initiated after the sixty-day period has expired.
- 1.4 The County and City shall each designate a liaison to coordinate service requests



and other administrative tasks during the transition period.

- 1.5 The County and City shall outline and agree to a standard procedure for coordination of activities and other administrative tasks during the transition period.
- 1.6 The City hereby authorizes King County to provide road maintenance services on city road rights-of-way for the duration of the transition period.
- 1.7 The parties agree that the intent of this agreement is to clarify roles during the sixty-day transition period provided for in RCW 35.02.220., and that this agreement is an interim agreement only. The parties intend to enter into a more detailed interlocal agreement prior to the expiration of the sixty (60) day transition period.

IN WITNESS THEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF COVINGTON

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Prosecuting  
Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Interlocal Agreement Between  
King County and the City of Covington  
Relating to Permits for the Use of City-Owned Real Property

Recitals

THIS IS AN AGREEMENT between King County, a home rule charter County, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Covington, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

WHEREAS the City will incorporate on or about August 31, 1997, and

WHEREAS upon incorporation local governmental authority and jurisdiction with respect to certain real property owned by the public transfer from the County to the City; and

WHEREAS the City and County desire an orderly transfer of authority and jurisdiction with respect to applications for use of such real property;

NOW THEREFORE, the County and City mutually agree as follows:

1. City Responsibilities. The City promises:

- 1.1. To adopt applicable King County utility franchises and other necessary legislation, including but not limited to applicable sections of King County Code Titles 6, 14 and 46.
- 1.2. To designate the County as its agent to accept, review, approve or disapprove applications for use of City-owned real property. Included in this designation shall be the authority to grant and revoke permits and other temporary rights, and to enforce the conditions of such grants and related legislation, if desired.
- 1.3. To establish a separate procedure for handling appeals when the County denies a request to use City-owned property or cannot reach agreement with the applicant concerning terms of such use. Such appeals will not be handled by the usual County mechanism.
- 1.4. To honor, for the life of the permit, permits for use of City-owned real property issued by the County prior to incorporation and for use of City-owned real property issued under the terms of this agreement.
- 1.5. To notify utilities and other permittees of application and billing procedures, initially and when the City assumes permitting responsibility.
- 1.6. To assume all inspection, enforcement, and administrative responsibilities for

those right-of-way construction permits issued by the County on the City's behalf, which are active as of the termination date of this agreement.

- 1.7. Except as to Section 4.2, the services provided by the County pursuant to this agreement do not include legal services. The City agrees to provide all legal services for any actions resulting from the City's discretionary decisions or final actions on applications taken by the City or its designated decision-maker.
  - 1.8. The City will be solely responsible for the review and issuance of all Limited Special Use Permits, those permits of short duration issued to individuals or organizations to use City streets for such activities as fun runs, street fairs, parades, block parties and filming.
2. County Responsibilities. The County agrees to act as the City's agent through the Property Services Division to perform the following in accordance with enabling ordinances and Property Services Division administrative procedures:
- 2.1. To continue to process applications for use of City-owned real property if the application is filed with the County before August 31, 1997 and thereafter during the pendency of this agreement.
  - 2.2. To approve or disapprove applications for use of City-owned real property.
  - 2.3. To bill permittees directly for permits issued on behalf of the City.
  - 2.4. The County agrees to provide monthly reporting to the City of all permits approved or in process under this agreement.
  - 2.5. To provide the City with a list of the right-of-way construction permits which were issued by the County under authority granted by the City which are active as of the termination date of this agreement.
3. Notification to Applicants. The County and City will have available for applicants and other interested parties a document describing the handling of applications based on the terms of this agreement.
4. Indemnification.
- 4.1. 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 part from the existence, validity or effect of City ordinances, rules or regulations. In any such cause, claim, suit, action or administrative proceeding that is commenced, 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.

- 4.2. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement.

In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and the County, the County shall defend the same as its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and the County and their respective officers, agents, and employees the County shall satisfy the same.

- 4.3. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

In the event that any suit based upon such a claim, action, loss, or a damage is brought against the County or the City and the County, the City shall defend the same its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

5. Compensation. The City will pay the County a one-time set up fee of \$500. In addition, the County will bill and the City will pay the cost of printing permit forms after the initial supply is used. By July 15 of each year, the County will notify the City of any fee increases to take effect on January 1 of the following year. In lieu of billing the City for permits issued, the County will collect permit fees from applicants as provided below. Such fees shall be considered County compensation for the processing of permits on behalf of the City. Fees will be waived only with prior approval of the City. In the event of a fee waiver, the City will be billed and will pay to the County an amount equal to the fee that would have been paid by the applicant.

- 5.1. **Right-of-way construction permits for franchised utilities:** Fees shall be as provided in King County Code 14.44.040, as amended, attached as Exhibit A.

- 5.2. **House moving permits:** \$50 per permit.

- 5.3. **Overweight/oversize vehicle permits:** \$10 per permit.

5.4. **Utility use permits, and special use permits:** Fees shall be as provided by King County Code 14.30.025, 14.30.060 and 14.46.080, as amended, attached as Exhibit B.

6. Duration. This agreement is effective upon execution by both parties and legal incorporation by the City, and will continue automatically from year to year unless terminated by forty-five (45) days written notice by either party to the other.

7. Administration. This agreement shall be administered by the Manager of Property Services Division, or manager's designee, and the City Manager, or manager's designee.

8. Amendments. This agreement may be amended at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Covington

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Exhibit A

### Right-of-Way Construction Permit Fees

14.44.040 Construction permit - Application - Fees. Each application requires a fee payable to the real property division for the administrative costs and expenses of processing the application. The following fee schedule shall become effective as of January 1, 1992:

1. Pole Lines:	
Power, telephone, etc. (every six poles or portion thereof)	\$20.00
2. Water:	
Installing mains (1000 lin. ft. or less)	20.00
Additional 1000 lin. ft. or fraction thereof	16.00
Excavation for connection	20.00
3. Sewers:	
Installation of mains (1000 ft. or fraction thereof)	20.00
Additional 1000 lin. ft. or fraction thereof	16.00
Excavation for connection	20.00
4. Cable or Conduit:	
Installing cable or conduit (1000 ft. or less)	20.00
Additional 1000 lin. ft. or fraction thereof	16.00
Excavation in street for connection	20.00
5. Gas or Oil:	
Installing mains (1000 lin. ft. or less)	20.00
Additional 1000 ft. or fraction thereof	16.00
Excavation for connection	20.00

(Ord. 10172, Section 1, 1991: Ord. 7025, Section 2, 1984: Ord. 7021, Section 1, 1984: Ord. 5275, Section 3, 1981: Ord. 1711, Section 4, 1973).

**Exhibit B****Special Use Permit Fees**

**14.30.025 Inspection Fee.** The permit applicant is required to pay an inspection fee at the rate of forty dollars per hour to the department of public works, roads and engineering division, for inspections necessary to establish compliance with the terms and conditions of each special use permit. The fees are in addition to any other county fees and are nonrefundable. The fees shall be collected in accordance with administrative procedures developed by the department of public works. (Ord. 7025, Section 5, 1984).

**14.30.060 Fee.** A fifty dollar application fee to recover the cost of processing the application as determined by the real property division shall be paid thereto upon filing of the application. Such fee is non-refundable. However, the real property division manager shall have the authority to waive such fees for permits when waiver of such fees is in the best interest of the public health, safety, and welfare.

The real property division shall have the authority to charge an annual fee for uses of county property where appropriate considering the duration of the proposed use.

In addition, the real property division shall have the authority to require applicants to reimburse King County for all expenses to be incurred by King County as a result of issuance of a special use permit. Such payment shall be made at the time of permit issuance. (Ord. 7022, Section 1, 1984; Ord. 6254, Section 6, 1982).

**14.46.080 Permit - Application and Inspection Fee.** A. Each application requires a fifty dollar fee payable to the real property division for the administrative costs and expenses of processing the application. B. In addition, the permittee is required to pay an inspection fee to the department responsible for the management of the property to be affected based on the time spent on the job by inspectors during or after construction. (Ord. 7020, Section 1, 1984;

## King County Property Services Division Types of Permits Issued by the Property Services Division

Right-of-Way Construction Permits: These permits, issued to franchised utilities (water, sewer, cable television, telephone, power and gas), allow them to construct, repair or replace their lines, wires, pipes, poles, conduits, and other facilities within City road rights-of-ways.

Limited Special Use Permits: These permits of very short duration (under 1 week) are issued to individuals or organizations to use City streets for such activities as fun runs, street fairs, parades, block parties, and filming.

House Moving Permits: These permits allow house moving firms to move houses, school portables and other structures over City streets. Permits are good for a single trip.

Overweight/Oversize Vehicle Permits: These permits are issued to move vehicles and equipment which exceed the weight or dimensions (height, width, length) spelled out in RCW 46.44 over City streets. This would include permits for the movement of construction equipment, roof trusses, construction supplies, and large boats.

Utility Use Permits: These permits, issued to utilities or individuals installing utility services, are for the use of City property other than road rights-of-way. Examples include a permit for a storm sewer line to connect to a sanitary sewer line on park property or a permit for a water line to cross an open space or drainage facility to serve an adjacent development.

Special Use Permits: These permits are issued to individuals or organizations to use any City property (right-of-way, parks, open space, drainage facilities) for non-utility purposes. Examples include a permit to trim trees on City right-of-way, a permit to landscape a drainage facility, or a permit to use a portion of park property for construction staging.



## SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is entered into between King County, a political subdivision of the State of Washington and the City of Covington, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

King County: Motion No. \_\_\_\_\_

City: \_\_\_\_\_

### PREAMBLE

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in King County. It is the intent of the parties to work cooperatively in establishing a solid waste management plan pursuant to Chapter 70.95 RCW and with emphasis on the established priorities for solid waste management of waste reduction, waste recycling, energy recovery or incineration, and landfilling. The parties particularly support waste reduction and recycling and shall cooperate to achieve the goals established by the comprehensive solid waste management plan.

The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system. The parties agree that equivalent customer classes should receive equivalent basic services.

### I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Basic Services" means services provided by the King County Department of Natural Resources, Solid Waste Division, including the management and handling of solid waste.

# 10233

"Comprehensive Solid Waste Management Plan" means the comprehensive plan for solid waste management as required by RCW 70.95.080.

"Designated Interlocal Forum" means a group formed pursuant to the Forum Interlocal Agreement comprised of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns-within King County that are signators to the Forum Interlocal Agreement.

"Disposal" means the final treatment, utilization, processing, deposition, or incineration of solid waste but shall not include waste reduction or waste recycling as defined herein.

"Diversion" means the directing or permitting the directing of solid waste to disposal sites other than the disposal site designated by King County.

"Energy/Resource Recovery" means "the recovery of energy in a usable form from mass burning or refuse derived fuel incinerator, pyrolysis or any other means of using the heat of combustion of solid waste that involves high temperature (above 1,200 degrees F) processing."  
(WAC 173-304-100).

"Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030)

"Moderate Risk Waste" means "(a) any waste that exhibits any of the characteristics of hazardous waste but is exempt from regulation under this chapter solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances."  
(RCW 70.105.010)

"Solid Waste" means all putrescible and nonputrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, and discarded commodities but shall not include dangerous, hazardous, or extremely hazardous waste.

"System" means King County's system of solid waste transfer stations, rural and regional landfills, energy/resource recovery, and processing facilities as authorized by RCW 36.58.040, and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

"Waste Recycling" means "reusing waste materials and extracting valuable materials from a waste stream." (RCW 70.95.030)

"Waste Reduction" means reducing the amount or type of waste generated but shall not include reduction through energy recovery or incineration. "Landfill" means "a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility." (RCW 70.95.030).

## II. PURPOSE

The purpose of this Agreement is to establish the respective responsibilities the parties in a solid waste management system which includes but is not limited to: planning; waste reduction; recycling; and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as solid waste by RCW 70.95.030; and moderate risk waste as defined in RCW 70.105.010.

## III DURATION

This Agreement shall become effective on August 31, 1997, and shall remain in effect through June 30, 2028.

10233

#### IV. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, and with the Clerk of the King County Council.

#### V. REVIEW AND RENEGOTIATION

5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding July 1, 2003, which is the fifteenth anniversary of the effective date of identical agreements executed by a majority of cities in King County with the County and during the six-month period immediately preceding each succeeding fifth anniversary thereafter. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.

5.2 Review and/or renegotiation shall not include the issues of system rates and charges, waste stream control or diversion unless agreed by both parties.

5.3 In the event the parties are not able to mutually and satisfactorily resolve the issues set forth in said request within six months from the date of receipt of said request, either party may unilaterally request the Forum to review the issues presented and issue a written recommendation within 90 days of receipt of said request by the Forum. Review of said request shall be pursuant to the procedures set forth in the Interlocal Agreement creating the Forum and pursuant to the Forum's bylaws. The written decision of the Forum shall be advisory to the parties.

5.4 Notwithstanding any other provision in this paragraph to the contrary, the parties may, pursuant to mutual agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

## VI. GENERAL OBLIGATION OF PARTIES

### 6.1 KING COUNTY

6.1.a. Management. King County agrees to provide county-wide solid waste management services for waste generated and collected within jurisdictions party to this Agreement. The County agrees to dispose of or designate disposal sites for all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City which is delivered to King County in accordance with all applicable federal, state and local environmental health laws, rules, or regulations.

6.1.b. Planning. King County shall serve as the planning authority within King County for solid waste including moderate risk waste but shall not be responsible for planning for hazardous or dangerous waste or any other planning responsibility that is specifically designated by State or Federal statute.

6.1.c. Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and disposal facilities, including public landfills, waste reduction or recycling facilities, and energy/resource recovery facilities as well as closure and post-closure responsibilities for landfills which are or were operated by King County.

6.1.d. Collection Service. King County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.

6.1.e. Support and Assistance. King County shall provide support and technical assistance to the City if the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan. The County shall develop educational materials related to waste reduction and recycling and strategies for maximizing the usefulness of the materials and will make these available to the City for its use. Although the County will not be required to provide a particular level of support or fund any City activities related to waste reduction and recycling, King County intends to move forward aggressively to establish waste reduction and recycling programs.

6.1.f. Forecast. The County shall develop waste stream forecasts as part of the comprehensive planning process and assumes all risks related to facility sizing based upon such forecasts.

6.1.g. Facilities and Services. County facilities and services including waste reduction and recycling shall be provided pursuant to the comprehensive solid waste plan. All personal and real property acquired by King County for solid waste management system purposes shall be the property of King County.

## 6.2 CITY

6.2.a. Collection. The City, an entity designated by the City or such other entity as is authorized by state law shall serve as operating authority for solid waste collection services provided within the City's corporate limits.

6.2.b. Disposal. The City shall by ordinance designate the County disposal system for the disposal of all solid waste including moderate risk waste generated and/or collected within the corporate limits of the City and shall authorize the County to designate disposal sites for the disposal of all solid waste including moderate risk waste generated or collected within the corporate limits of the City, except for solid waste which is eliminated through waste reduction or waste recycling activities consistent with the Comprehensive Solid Waste Management Plan. No solid waste generated or collected within the City may be diverted from the designated disposal sites without County approval.

## VII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL

In establishing or amending disposal rates for system users, the County may adopt and amend by ordinance rates necessary to recover all costs of operation including the costs of handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements, and the closure of landfills which are or were operated by King County. King County shall establish classes of service for basic solid waste management services and by ordinance shall establish rates for users of each class.

## VIII. LIABILITY

8.1 Except as provided herein, the County shall indemnify and hold harmless the City and shall have the right and duty to defend the City through the County's attorneys against any and all claims arising out the County's operations and settle such claims, recognizing that all costs incurred by the County thereby are system costs which must be satisfied from disposal rates as provided in Section VII herein. In providing such defense of the City, the County shall exercise good faith in such defense or settlement so as to protect the City's interest. For purposes of this section "claims arising out of the county's operations" shall include claims arising out of the ownership, control, or maintenance of the system, but shall not include claims arising out of the City's operation of motor vehicles in connection with the system or other activities under the control of the City which may be incidental to the County's operation.

8.2 If the County is not negligent, the City shall hold harmless, indemnify and defend the County for any property damages or personal injury solely caused by the City's negligent failure to comply with the provisions of Section 8.5.a.

8.3 In the event the County acts to defend the City against a claim, the City shall cooperate with the County. In the event the City acts to defend the County, the County shall cooperate with the City.

8.4 For purposes of this section, references to City or County shall be deemed to include the officers, employees and agents of either party, acting within the scope of their authority.

8.5.a. All waste generated or collected from within the corporate limits of the City which is delivered to the system for disposal shall be in compliance with the resource conservation and recovery act, as amended (42 U.S.C. § 6901 et seq.), RCW 70.95, King County Board of Health Rules and Regulations No. 8, and all other applicable federal, state and local environmental health laws, rules or regulations. The City shall be deemed to have complied with the requirements of Section 8.5.a. if it has adopted an ordinance requiring solid waste delivered to the system for disposal to meet such laws, rules, or regulations and by written agreement has authorized King County to enforce these within the corporate limits of the City.

8.5.b. The County shall provide the City with written notice of any violation of this provision. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of King County which may include but not be limited to removing the waste and disposing of it in an approved facility. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be resolved between the parties in Superior Court. Each party shall be responsible for its attorney's fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds that the City violated the requirements to comply with applicable laws set forth in this section.

8.6 City is not held harmless or indemnified with regard to any liability arising under 42 U.S.C. § 9601-9675 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA) or as hereafter amended or pursuant to any state legislation imposing liability for cleanup of contaminated property, pollutants or hazardous or dangerous substances.

## IX. FORUM

By entering into this Agreement, the County and City agree to enter into and execute a Forum Interlocal Agreement. Such agreement shall provide for the establishment of a representative Forum for consideration and/or determination of issues of policy regarding the term and conditions of this Solid Waste Interlocal Agreement.

## X. COMPREHENSIVE PLAN

10.1 King County is designated to prepare the comprehensive solid waste management plan and this plan shall include the City's Solid Waste Management Comprehensive Plan pursuant to RCW 70.95.080(3).



10.2 An initial comprehensive plan, which was prepared under the terms of this Agreement as executed by a majority of cities in the County, was adopted in 1989 and approved by the Department of Ecology in 1991. The plan shall be reviewed and any necessary revisions proposed at least once every three years following the approval of the Comprehensive Plan by the State Department of Ecology. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

10.3 Comprehensive Plans will promote waste reduction and recycling in accordance with Washington State solid waste management priorities pursuant to Chapter 70.95 RCW, at a minimum.

10.4 Comprehensive solid waste management plans will be prepared in accordance with Chapter 70.95 RCW and solid waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

10.4.a. Descriptions of and policies-regarding management practices and facilities required for handling all waste types;

10.4.b. Schedules and responsibilities for implementing policies;

10.4.c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration;

10.4.d. Operational plan for the elements discussed in Item c above.

10.5 The cost of preparation by King County of the Comprehensive Plan will be considered a cost of the system and financed out of the rate base.

10.6 Comprehensive Plans will be adopted when the following has occurred:

10.6.a. The Comprehensive Plan is approved by the King County Council; and

10.6.b. The Comprehensive Plan is approved by Cities representing three-quarters of the population of the incorporated population of jurisdictions that are parties to the Forum Interlocal Agreement. In calculating the three-quarters, the calculations shall consider only those incorporated jurisdictions taking formal action to approve or disapprove the Plan within 120 days of receipt of the Plan. The 120-day time period shall begin to run from receipt by an incorporated jurisdiction of the Forum's recommendation on the Plan, or, if the Forum is unable to make a recommendation, upon receipt of the Comprehensive Plan from the Forum without recommendation.

10.7 Should the Comprehensive Plan be approved by the King County Council, but not receive approval of three-quarters of the Cities acting on the Plan, and should King County and the Cities be unable to resolve their disagreement, then the Comprehensive Plan shall be referred to the State Department of Ecology and the State Department of Ecology will resolve any disputes regarding Plan adoption and adequacy by approving or disapproving the Comprehensive Plan or any part thereof.

10.8 King County shall determine which cities are affected by any proposed amendment to the Comprehensive Plan. If any City disagrees with such determination, then the City can request that the Forum determine whether or not the City is affected. Such determination shall be made by a two-thirds majority vote of all representative members of the Forum.

10.9 Should King County and the affected jurisdictions be unable to agree on amendments to the Comprehensive Plan, then the proposed amendments shall be referred to the Department of Ecology to resolve any disputes regarding such amendments.

10.10 Should there be any impasse between the parties regarding Plan adoption, adequacy, or consistency or inconsistency or whether any permits or programs adopted or proposed are consistent with the Comprehensive Plan, then the Department of Ecology shall resolve said disputes.

## XI. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of either party to this Agreement.

## XII. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Forum Interlocal Agreement.

XIII. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

XIV. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

XV. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XVI. NOTICE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY

KING COUNTY

\_\_\_\_\_  
City Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to Resolution No. \_\_\_\_\_

Pursuant to Motion No. \_\_\_\_\_

\_\_\_\_\_  
Clerk-Attest

\_\_\_\_\_  
Clerk-Attest

Approved as to form and legality

Approved as to form and legality

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## FORUM INTERLOCAL AGREEMENT

This Agreement is entered into between King County, a political subdivision of the State of Washington, the City of Seattle, and the cities and towns set forth below, all municipal corporations located within the boundaries of King County, hereinafter referred to as "County" and "Cities." This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

### PREAMBLE

This Agreement is entered into for the purposes of establishing a Forum composed of representatives from the Cities and the County that will consider issues of policy regarding terms and conditions of the Solid Waste Interlocal Agreement entered into individually between each City and the County.

### I. PURPOSE

The purpose of this Agreement is to establish the Forum and the terms and conditions by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan.

### II. DURATION

This Agreement shall become effective on August 31, 1997 and shall remain in effect through June 30, 2028.

### III. APPROVAL

This Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within the Department's statutory jurisdiction, if any. This Agreement shall be filed with each City Clerk and with the Clerk of the King County Council.

## IV. SCOPE OF RESPONSIBILITIES

The scope of the responsibilities of the Forum is as follows:

4.1 Advise the King County Council, the King County Executive and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning.

4.2 Consult with and advise the King County Solid Waste Division on technical issues related to solid waste management and planning.

4.3 Review and comment on alternatives and recommendations for the King County comprehensive solid waste management plan and facilitate a review and/or approval of the plan by each jurisdiction.

4.4 Review and subsequent proposed interlocal agreements between King County and Cities for planning, waste recycling and reduction, and waste stream control.

4.5 Review and comment on disposal rate proposals.

4.6 Review and comment on status reports on waste stream reduction, recycling, energy/resource recovery, and solid waste operations with interjurisdictional impact.

4.7 Promote information exchange and interaction between waste generators, local government with collection authority, recyclers, and County-planned and operated disposal systems.

4.8 Provide coordination opportunities between the King County Solid Waste Division, Cities, private operators, and recyclers

4.9 Aid Cities in recognizing municipal solid waste responsibilities, including collection and recycling, and effectively carrying out those responsibilities.

## V. MEMBERSHIP

5.1 The Forum shall consist of a 12-member group of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representative of other incorporated cities and towns within King County that are signators to this agreement designated by the Suburban Cities Association. Members of the Forum shall be established on the most current population estimates as published by the Washington Office of Financial Management. Currently,

unincorporated King County composes 32.1 percent; Seattle, 33.6 percent; and Suburban Cities, 34.3 percent of the total population. The calculations are determined as follows:

					Members
Unincorporated King County	12	X	32.1%	= 3.85	4
Seattle	12	X	33.6%	= 4.03	4
Suburbs	12	X	34.3%	+ 4/12	4
Totals					12 + Chair

5.2 In calculating the number representatives on the Forum, all numbers .5 and greater are to be rounded up to the nearest whole number. Proportional representation of the Forum will be reviewed once every five years during the life of this agreement and necessary revisions shall be made to the proportional representation according to the formula set forth above based on population change as established by the most current census.

5.3 In addition to the 12 members of the Forum, a citizen chair shall be selected or removed by a majority vote of all members of the Forum. Each representative shall have an equal vote on all Forum decisions. The Chair shall vote only in the case of a tie on any vote of the Forum.

## VI. MEETINGS

Unless otherwise provided, Roberts' Revised Rules of Order shall govern all procedural matters related to the business of the Forum. There shall be a minimum of two meetings each year and not less than 14 days' written notice shall be given to members prior to such meeting. Four or more members or the Chair may declare an emergency meeting with 24 hours written notice to the members. The time, date, and location shall be set by King County after consultation with the representatives of Seattle and the other cities and towns.

## VII. BYLAWS

7.1 The Forum shall, within 60 days after its first meeting, adopt bylaws for the operation of the Forum. Such by laws shall recognize that this Forum shall function in the place of the Puget Sound Council of Governments Committee of Solid Waste and the Solid Waste Management Board of the King Sub-regional Council. This Interlocal Forum shall not report to nor have responsibilities to or for either committee or council. The King County Solid Waste

Advisory Committee formed pursuant to RCW 70.95.165 shall continue pursuant to its statutory functions and, in addition, shall advise the Forum on solid waste matters.

7.2 The bylaws shall provide, among other things, that the Forum shall make an annual written report to the public, and the parties to this Agreement on Forum activities and the status of the solid waste systems in King County. The bylaws may also provide for such other reports as seemed necessary.

7.3 The bylaws shall also provide for the manner in which the Forum will provide its consultative and participatory advice regarding the solid waste management plan.

VIII. STAFFING AND OTHER SUPPORT

Staffing, supplies and equipment for the Forum shall be supplied by and through the Puget Sound Council of Governments, its successor, or other entity. Reimbursement to the Puget Sound Council of Governments for such staffing, supplies, and equipment shall be agreed upon and paid by King County from monies collected from the solid waste rates and charges, after considering recommendations by the Forum to King County. The Forum shall submit an appropriation request to the County by May 31 of each year or such other mutually agreed-upon date. King County may, subject to approval by the two-thirds vote of all constituted representatives of the Forum, terminate the staffing with Puget Sound Council of Governments and provide such staffing, supplies and equipment by other means.

IX. FORCE MAJEURE

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of any party to this Agreement.

X. MERGER

This Agreement merges and supersedes all prior negotiation, representation and/or agreements between the parties relating to the subject matter of this Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Solid Waste Interlocal Agreement.

XI WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

XII. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person, except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

XIII. SEVERABILITY

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below, pursuant to the legislative action set forth below.

CITY

KING COUNTY

\_\_\_\_\_

\_\_\_\_\_

King County Executive

Date

Date

Pursuant to Resolution No \_\_\_\_\_

Pursuant to Motion No. \_\_\_\_\_

Clerk-Attest

Clerk-Attest

Approved as to form

Approved as to form

City Attorney

King County  
Deputy Prosecuting Attorney

Date

Date



**ADDENDUM**  
To  
**SOLID WASTE INTERLOCAL AGREEMENT**  
and  
**FORUM INTERLOCAL AGREEMENT**

This Addendum is entered into between King County, a political subdivision of the State of Washington and the City of Covington, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively, who have previously executed interlocal agreements for solid waste management and the Solid Waste Interlocal Forum. This Addendum has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated on the signature pages.

PREAMBLE

The County and the City have executed interlocal agreements (hereinafter called "the Agreements") on July 1, 1988, and January 1, 1988, in which the respective responsibilities of the parties for solid waste management and establishment of a Solid Waste Interlocal Forum ("the Forum") have been designated. Since the date of execution of the Agreements, the Regional Governance Summit of elected officials representing the County and the cities proposed and the voters adopted King County Charter amendments which established a minimum of three regional policy committees of the King County Council. These committees, which were modeled after the Solid Waste Interlocal Forum, are comprised of a mix of representatives of suburban cities and Seattle as well as King County Councilmembers. One of the three, the Regional Policy Committee, has been deemed to meet the characteristics of membership, staffing, and relationships to the parties to the Agreements which were intended for the Forum. By Motion 9297, the King County Council has expressed its intent that the Regional Policy Committee of the King County Council be designated as the successor to the Solid Waste Interlocal Forum and serve the purposes of the Forum described in the Agreements to which this document is an Addendum. This intent was also expressed by the suburban cities in Resolution 1 adopted by the Suburban Cities Association on June 16, 1993.

## I. PURPOSE

The purpose of this Addendum is to designate the Regional Policy Committee of the King County Council which was established by the King County Charter amendment approved by the voters on November 2, 1992 as the designated Forum pursuant to the Agreements.

## II. DEFINITIONS

For purposes of this Addendum, the definitions established in the Agreements shall apply.

## III. FORUM

The Regional Policy Committee of the King County Council shall be established as the designated Interlocal Forum pursuant to the Agreements. Effective immediately, the Regional Policy Committee shall assume the responsibilities for the designated Interlocal Forum which are defined in the Agreements. The terms and conditions specified in the Agreements by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan as shall apply to the parties and to the Regional Policy Committee, except as specified below.

3.1 Section VI, MEMBERSHIP, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Membership of the Regional Policy Committee shall be as specified in the King County Charter.

3.2 Section VII, MEETINGS, of the Solid Waste Interlocal Forum Agreement is hereby repealed. Unless otherwise provided, the rules and procedures of the Metropolitan King County Council adopted by ordinance shall govern all procedural matters related to the business of the Forum.

3.3 Section VIII, BYLAWS, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

3.4. Section IX, STAFFING AND OTHER SUPPORT, of the Solid Waste Interlocal Forum Agreement is hereby repealed.

## IV. SOLID WASTE ADVISORY COMMITTEE

The King County Solid Waste Advisory Committee formed pursuant to RCW 70.95.165 shall continue pursuant to its statutory functions and, in addition, shall advise the Forum on solid

waste matters.

V. DURATION

This Addendum shall become effective on the date of execution and shall remain in effect through June 30, 2028.

VI. NOTICE

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

CITY

KING COUNTY

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pursuant to Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Pursuant to Motion No. \_\_\_\_\_

\_\_\_\_\_  
Clerk – Attest

\_\_\_\_\_  
Clerk – Attest

\_\_\_\_\_  
Approved as to form and legality

\_\_\_\_\_  
Approved as to form and legality

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date