

06/14/98

LakeSammMotion
Clerk 06/16/99

Introduced By:

Brian Derdowski
Kent Pullen

Proposed No.:

1999-0332

MOTION NO. 10725

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A MOTION authorizing the county executive to enter into interlocal agreements with the city of Sammamish relating to local services.

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WHEREAS, the city of Sammamish will incorporate on August 31, 1999, and

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WHEREAS, the city desires to secure certain municipal services from the county

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for its residents, and

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

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services;

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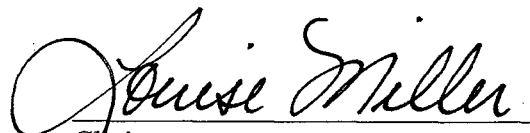
NOW, THEREFORE, BE IT MOVED by the Council of King County:

1 The county executive is authorized to execute interlocal agreements, substantially
2 in the form attached, with the city of Sammamish for the county to provide the following
3 services:

- 4 A. Business and taxicab licensing;
- 5 B. Real property permits (property services);
- 6 C. Interim roads maintenance service; and
- 7 D. Animal control.

8 PASSED by a vote of 10 to 0 this 19th day of July, 1999.

9 KING COUNTY COUNCIL
10 KING COUNTY, WASHINGTON

11 
12 Chair

13 ATTEST:

14 
15 Clerk of the Council

16 Attachments: Interlocal Agreements Between King County and the City of Sammamish

**INTERLOCAL AGREEMENT BETWEEN
King County and the City of Sammamish
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 Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City will incorporate effective August 31, 1999 at 12:01 a.m.; and

WHEREAS upon incorporation local governmental authority and jurisdiction with respect of 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: adult businesses, amusement devices, amusement places, pool and billiard tables, dances, go kart tracks, junk dealers, massage businesses and public bathhouses, 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.

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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 [date] 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 SAMMAMISH

King County Executive



City Manager

Date

6/9/99

Date

Approved as to Form

Approved as to Form

King County Deputy
Prosecuting Attorney



City Attorney

Date

6/6/99

Date

**Interlocal Agreement Between
King County and the City of Sammamish
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 Sammamish, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

WHEREAS the City will incorporate on or about August 31, 1999, 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, 1999 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.

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- 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 sixty (60) 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 Sammamish

King County Executive



City Manager

Date

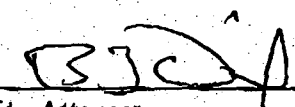
6/9/99

Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting Attorney



City Attorney

Date

6/11/99

Date

ORPP
June 8, 1999
contracts/sammamish - property

AN INTERIM INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SAMMAMISH FOR PROVISION OF ROAD MAINTENANCE SERVICES

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

- A. The residents of the unincorporated King County area known as Sammamish have voted to become an incorporated city.
- B. The City desires to provide quality road maintenance and traffic control services for its residents.
- C. The Revised Code of Washington, Chapter 35.02.220, states in part that the County shall continue to provide road maintenance services to the City at the pre-incorporation level for sixty (60) days from the official date of incorporation.
- D. It is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services.
- E. 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 as follows:

I. Transition Period

- 1.1 The County agrees to provide road and traffic maintenance services to the City at the pre-incorporation level as required by RCW 35.02.220.
- 1.2 Such services will continue for sixty (60) days from the official date of incorporation.
- 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.

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- 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.

2. Indemnification

Washington State law shall govern the respective liability between the parties to this agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this contract.

IN WITNESS THEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF SAMMAMISH

King County Executive



City Manager

Date

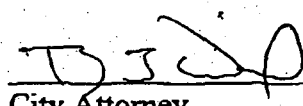
6/9/99

Date

Approved as to Form

Approved as to Form

King County Deputy
Prosecuting Attorney



City Attorney

Date

6/6/99

Date

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

This AGREEMENT entered into this 31st day of August, 1999 between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Sammamish, 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, 1999, 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.

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.

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Sammamish Interlocal Agreement: Animal Control

- 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 Sammamish

King County Executive

City Manager

Date
Approved as to Form


Date
Approved as to Form

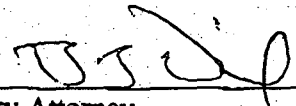
King County
Deputy Prosecuting Attorney

City Attorney

Date

Date


JUN 9 1999


6/6/99