

10739

Jane Hague
Brian Derdowski
Kent Pullen

Introduced By:

July 22, 1999
Sammamish motion 071599

Proposed No.:

1999-0393

MOTION NO. **10739**

1
2 A MOTION authorizing the county executive to enter into
3 interlocal agreements with the city of Sammamish relating to
4 District Court services and building and land use applications
5 processing.

6
7 WHEREAS, the city of Sammamish will incorporate on August 31, 1999, and

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

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

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

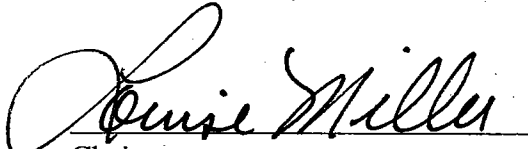
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The county executive is authorized to execute interlocal agreements, substantially in the forms attached, with the city of Sammamish for the county to provide the following services:

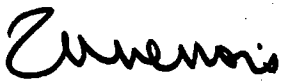
- 1. District Court
- 2. Building and Land Use Applications Processing

PASSED by a vote of 12 to 0 this 23rd day of August, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: 1) Interlocal Agreement for District Court Services, 2) Interlocal Agreement for Processing of Building and Land Use Applications

**Interlocal Agreement for Provision of District Court Services
between King County and the City of Sammamish**

Whereas, the City of Sammamish, Washington, (hereinafter, the "City) and King County (hereinafter, the "County") have reached agreement on the terms and conditions on which the City will purchase and the County will provide district court services; and

Whereas, the City and the County wish to provide for a contractual arrangement with respect to provision of such district court services which provides certainty to both parties over time as to costs incurred and services provided and received; and

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

Whereas, consistent with these statutes, the parties have negotiated the terms of this interlocal agreement which includes the establishment of individual infraction and citation filing fees and provides for the payment of certain prescribed amounts by the City in lieu of such filing fees; and

Whereas, the parties agree that it is in their best interest to ensure the continued responsive, effective and efficient delivery of district court services by the County to the City, in the manner described herein;

NOW, THEREFORE, in consideration of the mutual benefits described herein, the undersigned parties agree as follows:

Section 1. Term. This Agreement shall be effective as of August 31, 1999, and shall remain in effect for an initial term of five years, four months ending on December 31, 2004, provided that unless terminated pursuant to Section 1.1 or alternately extended pursuant to Section 1.2, this Agreement shall automatically be extended upon the same terms and conditions for an additional five year term commencing January 1, 2005, and ending on December 31, 2009. In addition, this Agreement shall automatically extend upon the same terms and conditions for a second additional five-year term thereafter (commencing January 1, 2010, and expiring on December 31, 2014), unless terminated or alternately extended as provided herein.

1.1 Termination. This Agreement is terminable by either party without cause and in its sole discretion if such party provides written notice to the other no later than 18 months prior to the expiration of the five year term then running. For the initial term, this notification date is June 30, 2003. The termination notice date may be changed as

provided in Section 1.2.

1.2 Alternate Extension. Notwithstanding the foregoing, the term of this Agreement may be extended as described below:

1.2.1 Shorter Term Extension Upon Notice of Alternative Court Arrangements. If, on or before the date which is 18 months prior to the final anniversary date of any five-year contract period, the City certifies to the County that it intends to create or join a municipal court, or create or participate in a new court facility with the County at some time after January 1, 2005, and the City provides an estimate of the date on which such new court or facility arrangement will commence, then this Agreement shall remain in effect until such time as the City actually initiates such municipal court operations or the new County/City court facility is opened. The parties agree to negotiate a transition plan to address issues relating to such change in court and/or facility status. The purpose of this section is to facilitate a shorter extension of the Agreement if necessary to accommodate change in court or facilities, and to provide for an orderly transition in status of court arrangements for the City.

1.2.2 Extension pending conclusion of negotiations with respect to amending Agreement or Capital Project Financing Contract(s). So long as the parties are negotiating in good faith for changes in this Agreement or a separate Capital Project Contract or Contracts (defined in Section 4.2), then the term of this Agreement shall be automatically extended on the same terms and conditions such that termination occurs not less than 18 months after the end of such good faith negotiations. The end of good faith negotiations may be declared in writing by either party. Following such declaration, there shall be a 30 day period in which either party may provide written notice to the other party of its intent to terminate this Agreement at the end of the extended Agreement term. The purpose of this section is to ensure that neither party is forced to arbitrarily conclude negotiations for lack of time to address budgetary or operational concerns and to provide an opportunity for provision of timely termination notice after negotiations are concluded.

Section 2. District Court Services. The County shall provide District Court Services for all City cases filed by the City in King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, City ordinance, or other regulation as now existing or as hereafter amended, except that this Agreement is subject to re-opener as described in Section 5. District Court Services include all local court services currently provided by the County to the City including: filing, processing, adjudication, and penalty enforcement of all City cases filed, or to be filed, by the City in District Court, including but not limited to issuance of search and arrest warrants, motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, post-trial motions, the duties of the 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. District Court Services shall also include probation services unless the City notifies the County in writing that it does not

wish the County to provide probation service at least six months prior to January 1 of the year in which probation services shall not be provided. The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.1 Level of Service. District Court Services shall be provided at a level essentially equivalent to those provided to other contract cities in 1998. The parties intend by this provision to maintain the overall level and type of service as was provided in 1998, including scheduling of court calendars, but to permit the County to make minor service modifications over time if necessary.

Section 3. Filing Fees Established; City Payment In Lieu of Filing Fees; Local Court Revenues Defined.

3.1 Filing Fees Established. A filing fee is set for every criminal citation or infraction filed with the District Court. The filing fee is \$175 for a criminal citation and \$19 for an infraction. (The basis for this filing fee is shown in Exhibit A, attached). Filing fees will increase at the rate of an additional \$5 per year for criminal citations and \$.50 per year for infractions.

3.1.1 Compensation For Court Costs. Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain 75% of Local Court Revenues (defined below) as full payment for all City court costs, including those filing fees established in 3.1. The Cities shall receive 25% of Local Court Revenues. The County retention of 75% of Local Court Revenues is in lieu of direct City payment for filing fees and it is agreed by the Cities and County to be payment in full for District Court Services and costs provided by the County to the City under this Agreement, including but not limited to per-case filing fees.

3.2.1. In entering into this Agreement for District Court Services, the City and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

3.3 Local Court Revenues Defined. Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from city-filed cases after payment of any and all assessments required by state law thereon. Local Court revenues include all revenues defined above received by the court as of opening of business August 31, 1999 . Local Court Revenues exclude:

1. Payments to a traffic school or traffic violation bureau operated by a City, provided that, if the City did not operate a traffic school or traffic violations bureau as of January 1, 1999, the City will not start such a program during the term of this Agreement.
2. Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Probation revenues.

4. Any reimbursement received by the County for interpreter fees.
5. Reimbursement for home detention and home monitoring, public defender, jail costs, witnesses and jury fees on City-filed cases.

100% of these revenues excluded from "Local Court Revenues" shall be retained by the party to whom they are awarded by the court or who operates or contracts for the program involved, as appropriate.

3.4 Monthly Reporting and Weekly Payment to City. The County will provide to the City a weekly remittance report and a check or wire transfer to the City from the County for the City's 25% share of Local Court Revenues (less appropriate amounts for jury fees) no later than three business days after the end of the normal business week. On a monthly basis, the County will provide to the City reports listing City cases filed and revenues received for all City cases on which the 75/25 allocation of Local Court Revenues is calculated in a format consistent with the requirements described in Exhibit B. Unless modified by mutual agreement, Exhibit B shall set out the process and content for financial reporting to the City from the County. In order to facilitate smooth implementation of this contract the agreed monthly report format will be used by the County as of September 1999 through December 1999. Any weekly reporting would run beginning November 1, 1999 through December 31, 1999.

3.5 Payment of Other Court-related costs. Consistent with the definition of Local Court Revenues, the City will be responsible for payment of all witness fees on City-filed cases and one-half of the jury fees on City-filed cases. The County is responsible for paying all interpreter fees and one half of the jury fees on City-filed cases. To facilitate the timely payment of these amounts, the County will pay the City-share of City jury fees to the third parties to whom such amounts are due, and will deduct these amounts from the City share of Local Court Revenues monthly. Such deductions will be detailed on the monthly financial report consistent with Exhibit B. The County assumes responsibility for making such payment of City jury fees on a timely and accurate basis.

3.6 Payment of State Assessments. The County will pay on behalf of the City all amounts due and owing the State relating to City cases filed at the District Court out of the gross court revenues received by the District Court on City-filed cases. The County assumes responsibility for making such payments to the state as agent for the City on a timely and accurate basis. As full compensation for providing this service to the City, the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

Section 4. Capital Projects

4.1. Capital Projects Defined. Capital Projects are those projects which do not constitute major maintenance or ordinary maintenance items in the customary practice of the County, have a useful life of not less than five years (unless otherwise agreed for a particular project, or constitute a significant technology system improvement), or are part of a Capital Improvement Program for the District Courts approved by the County

Council. Without limitation, examples of Capital Projects include construction of a new courtroom with a useful life of five years or more or acquisition of a system-wide records management system. Capital Projects do not include the cost of operating or maintaining such projects.

4.2 Capital Project Contracts. A Capital Project Contract, as used herein, is a separate contract between the County and the City or cities that includes the terms and conditions under which a Capital Project will be acquired. Notwithstanding anything in this Agreement to the contrary, a Capital Project Contract may include any terms and conditions to which the parties may agree. Failure to reach agreement on a Capital Project Contract shall in no event constitute a breach of this Agreement.

4.3 No Capital Projects Currently Scheduled. As of the date of this Agreement, the County has no Capital Projects scheduled for the District Court in the County Council approved 1998-2003 Capital Improvement Program, with the exception of the new Issaquah Division Courthouse, which Capital Project is not subject to the terms of this Agreement.

4.4 Scheduled Discussion of Proposed Capital Projects. Not later than the end of year three of the initial Agreement term (December 31, 2002), the County will present in writing to the City a proposal describing any proposed Capital Projects the County wishes to acquire for the District Court Division or System in the next occurring five year period (e.g., Years 4 and 5 of the initial Agreement term, and years 1 through 3 of the next occurring Agreement term, should the Agreement be extended consistent with Section 1). Such proposal shall at the same time be presented to all other cities in the Division/System with Comparable Agreements (defined in Section 4.5.1 below). The City and the County shall work with the other affected cities with Comparable Agreements to negotiate the terms of any Capital Project Contract.

4.4.1 The parties agree to negotiate in good faith with regard to such proposed Capital Projects to determine whether it is in the mutual interest of the parties to provide for the acquisition of such Capital Project(s) under a separate Capital Project Contract, and what the terms of such separate Contract will be.

4.4.2 It is the goal of the parties that, with respect to Proposed Capital Project Contracts, negotiations be concluded within 6 months (by June 30, 2003), in order to permit either party to give timely notice of termination of this Agreement consistent with Section 1.1. If good faith negotiations are continuing as of such notice date (June 30, 2003), the term of this Agreement shall extend as provided under Section 1.2.

4.4.3 If this Agreement is extended for an additional term of years as provided in Section 1, then the County will again provide a set of proposed Capital Projects for consideration by the City at the end of year 8 (December 31, 2007) and the same process for discussion and/or negotiation of separate capital agreements shall proceed as provided above.

4.5 Capital Cost Sharing Proposal. The parties agree that the cost of a Capital Project will be shared on the following basis unless the parties agree otherwise for a particular project. For the purpose of Sections 4.5 and Sections 4.6 caseload is defined as the total number of all cases including infractions and parking, regardless of how filed, in the entire District Court or the relevant Division. The caseload for the City is defined as all cases filed as City cases including infractions and parking in the District Court.

4.5.1 Division Improvements. Division Improvements are Capital Projects that benefit the cities in a single District Court Division. Unless otherwise agreed, the costs for a division improvement shall be shared on the following basis: the City will pay a cost share equivalent to the City's percentage caseload in the Division; provided that where more than one city contracts with the County for District Court Services in the same Division under an agreement with this same capital cost sharing provision ("Comparable Agreements"), and the City and such other cities collectively contribute over one-half the caseload to the Division, the City shall pay its pro-rata share of the Division Improvements costs based on its caseload where all city contributions shall together equal 50 % of the cost of the project. The County shall pay any additional share of costs not attributable to City cases, but not less than 50% of the total.

4.5.2 System Improvements. System Improvements are defined as Capital Projects that benefit all Divisions of the District Court. Unless otherwise agreed, the costs for a system improvement shall be shared on the following basis: the City will pay a share equivalent to its percentage caseload of the System caseload, provided that the cost contribution of all cities in the System shall not exceed 50%. The County shall pay any additional share of costs not attributable to City cases, but not less than 50% of the total.

4.6 Unscheduled Capital Proposals Not In the County's CIP And Not Approved In Section 4.4 In addition to the Scheduled Capital Proposals described in Section 4.4, the County may at any time present a capital proposal to the City regarding an emergency need of the District Court or other need not anticipated in the CIP process. County shall submit such Unscheduled Proposals to all cities with Comparable Agreements as appropriate to the Proposal (e.g., Division Improvements shall be presented to all cities with Comparable Agreements in a Division). The County and the City shall work together with such other cities to determine whether a sufficient number of cities as defined below agree to the Capital Proposal.

4.6.1 Division Improvements. In the case of Division Improvements (defined in Section 4.5.1) if cities comprising at least 60% of the city caseload in a Division and not less than 40% of the number of cities signatory to this Agreement and Comparable Agreements in such Division reach agreement with the County on a Capital Project Contract, then such Contract shall be entered into and shall be effective for only those parties signatory to such Capital Sharing Contract. City caseload is defined as all cases filed by any city in a division. However, if there are only two cities in a Division, then both cities must agree to a Capital Project Contract for it to be executed between the City and the County.

4.6.2 System Improvements. In the case of System Improvements (defined in Section 4.4.2), if Cities comprising at least 60% of the city caseload in the System and not less than 40% of the number of cities signatory to this Agreement and Comparable Agreements reach agreement with the County on a capital sharing contract, then such contract shall be entered into and shall be effective for all parties signatory to such capital sharing contract.

4.6.3 County Option to Terminate. If the City is in a Division with more than two cities purchasing District Court Services and the necessary number of other cities have reached final agreement with the County as described in Section 4.6.1 to proceed with a Capital Project Contract for a Division Improvement but the City does not agree to sign such Contract, then the County in its sole discretion may terminate this Agreement effective as of the next occurring January 1 which is not less than 18 months from the date on which the County provides written notice to the City of the County's intent to terminate the Agreement based on the refusal of the City to sign the Capital Sharing Contract. If the County and the necessary number of cities have reached final agreement with the County as described in Section 4.6.2 to proceed with a Capital Project Contract for a System Improvement but the City does not agree to sign such Contract, then the County in its sole discretion may terminate this Agreement effective as of the next occurring January 1 which is not less than 18 months from the date on which the County gives written notice to the City of the County's intent to terminate this Agreement based on the City's refusal to sign the Capital Sharing Contract. It is the intent of the parties that this option to terminate may be exercised by the County only when Capital Project Contracts for Unscheduled Capital Proposals are entered into by the required number of Cities described in Sections 4.6.1 and 4.6.2.

4.7 Eastside Cities Jail Facility. The County agrees to explore in good faith with Cities in the Northeast and Bellevue Divisions the possibility of co-locating court facilities, funded under the capital funding provisions in this Agreement, or leasing court space in an Eastside jail facility, if one is developed by the cities. The parties do not intend by this provision to limit their consideration of options for proceeding with such a facility.

4.8 Other Agreements Not Prohibited. Nothing in this Agreement shall be construed to prohibit separate agreements between the County and a City to purchase or lease facilities.

Section 5. Re-opener. In the event of:

- (i) changes in state statute, court rule, City ordinance, or other regulation requiring the County to provide new court services not included in District Court Services as provided by the County during 1998, or resulting in reductions or deletions in District Court Services provided during 1998. Provided such new services or reduction of services are reasonably deemed to substantially impact the cost of providing such services; or
- (ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this agreement; or

iii) changes in state statute, court rule, City ordinance, or other regulation which substantially alter the revenues retained or received by either the County or Cities related to City case filings;

Then, the parties agree to enter into re-negotiation of the terms of this Agreement. The Agreement shall remain in full force and effect during such negotiations.

Section 6. Performance Measures. The parties agree that the performance measures described in Exhibit C will be periodically reported not less frequently than quarterly on a Division or System-wide basis, as indicated. These measures are for continuous discussion and review by the Management Review Committee, and are not the basis for non-payment by either party. The performance measures may be altered from time to time as agreed by the Management Review Committee.

Section 7. Management Review Committee. For the purpose of reviewing and resolving Division operation and coordination issues between the County and City and other cities within the Division, there shall be established a Division Management Review Committee. The Management Review Committee members shall include:

- (i) The judge representing the Division on the District Court Executive Committee or his/her designee;
- (ii) A representative from the King County Department of Adult Detention;
- (iii) A representative from the King County Probation Office;
- (iv) A representative for each city at the city's discretion
- (v) Such additional representatives from the City Police Department, City legal department and City prosecutorial staff or other staff as the City may designate.
- (vi) At his/her option, a representative from the County Executive's office.
- (vii) The administrator of the appropriate court division.

The Management Review Committee shall meet monthly, unless the parties mutually agree to a different schedule. Any city within the Division, or the representative of the County Executive or the District Court is authorized to convene a meeting of the Management Review Committee upon a minimum of ten (10) working days written notice to the other. The Management Review Committee shall develop an agreed upon monthly reporting protocol, which will involve case tracking by the Courts, performance measure tracking, and additional statistical tracking by cities as the parties may agree. The Management Review Committee shall also develop and track additional performance benchmarks for Division operation issues as the parties may agree.

7.1 Unresolved Issues. Unresolved issues arising at the Management Review Committee shall be referred to the Dispute Resolution procedure defined for Division issues described in Section 8.

7.2 State Audit. The County will make available to the City the report of the State Auditor on any audit conducted regarding the court division providing services to the City.

Section 8. Dispute Resolution. Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of both parties through the Management Review Committee. Depending on the nature of the issue, there are two different dispute resolution processes, described as follows:

8.1 Division Disputes. Disputes arising out of Division operation and management practices which are not resolved by the Management Review Committee will be referred to the Presiding Judge of the District Court (or his/her designee) and the Chief Executive Officer of the City (or his/her designee); provided that where the dispute involves several cities with Comparable Agreements, the City agrees to work with other cities to select a single representative. If these two persons are unable to reach agreement within 60 days of referral, then the dispute shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(s) and the County may agree to select a mediator through a mediation service mutually acceptable to both parties.

8.2 System Disputes. Disputes arising out of District Court System operations or management, or involving the interpretation of this Agreement in a way that could impact the entire System and other Cities with Comparable Agreements, shall be referred to a committee consisting of City representative from each Division selected by the cities with Comparable Agreements in each Division, and a team of representatives appointed by the County Executive and Presiding District Court judge. Failure to reach an agreed upon solution within 45 days shall result in referral of the dispute to a panel consisting of: (1) the presiding district court judge or his/her designee; (2) the County Executive or his/her designee; (3) two City representatives (appointed by the Cities). Failure of this group to reach agreement within 30 days shall result in referral of the issue to non-binding mediation, conducted in the manner described in Section 8.1.

Section 9. Legislative Advocacy. The County and City agree to jointly advocate for changes in state law to secure a larger share of retained revenues from District and Municipal Court filings. In addition, County and Cities will jointly agree to advocate for a state financed upgrade to the DISCIS system. The parties shall annually review whether there are additional opportunities for legislative changes of mutual interest.

Section 10. Indemnification.

10.1 City Ordinances, Rules and Regulations. 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, 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.

10.2 City Indemnification of County. 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,

(i) that 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

(ii) 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.

10.3 County Indemnification of City. 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

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

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.

10.4 Indemnification for Events Occurring Prior to Termination Of Court Services

The obligation to indemnify, defend and hold harmless for those injuries provided for in Sections 10.2 and 10.3 extends to those events occurring prior to the termination of court services under this Agreement as provided in Section 1.1. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement as provided in Section 1.1.

10.5 Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; (ii) The legal authority of the City and/or the County to undertake the activities contemplated

by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

Section 11. Independent Contractor. 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.

Section 12. 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 designated by the addressee by written notice to the other party:

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

To the City: City Manager, City of Sammamish, PMB 491, 704 228th Ave. N.E., Sammamish, WA 98053.

Section 13. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this agreement shall be subject to re-negotiation as provided in Section 5.

Section 14. Assignability. The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 15. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 16. Entire Agreement. This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

Section 17. Amendment or Waiver. This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by the Chief Executive or Administrative Officer of the City and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

Section 18. Right of Cities If Agreement Modified Any executed amendment to this Agreement with any City with a comparable agreement shall be made available on the same terms and conditions to any other city that contracts with the County for district court services, subject to unique and unusual circumstances specific to individual cities and approval of the management review committee for the division.

Section 19. No Different Agreement With City

The County agrees that it will not enter into an Agreement for court services with any city not an original party to this agreement on terms and conditions other than set forth in this agreement or as subsequently amended.

Section 20. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 21. Counterparts. This Agreement may be executed in two counterparts, and each such counterpart shall be deemed to be an original instrument. Both such counterparts together will constitute one and the same Agreement.

10739

IN WITNESS WHEREOF, the City and the County have executed this Agreement this 14th day of July, 1999.

King County

City of Sammamish

King County Executive



City Manager


Date:

Date: July 14, 1999

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney



City Attorney

ORPP
06/23/99
Contracts/Sammamish - Court

EXHIBIT A

CALCULATION OF FILING FEES (Section 3.1) BASED ON DISTRICT COURT COSTS PER CASE FILED

	1998 est. totals
District Court total budget*	\$19,469,888
less Probation	(\$2,775,993)
less State case costs	(\$178,464)
less Court Administration costs	(\$495,787)
less Office of Presiding Judge	(\$367,830)
Net Costs	\$15,651,815

	Infraction 20.1%	Citation 50.7%	Civil 29.2%	Total 100%
Judicial Workload by Type of Filing				
Allocated Costs by Type of Filing	\$3,146,015	\$7,935,470		
Number of Total Filings	161,190	35,040		
Cost per Filing (estimated filing fee)	\$19.52	\$226.47	n.a.	

* total budget includes all Current Expense Fund, Criminal Justice Fund, overhead and security costs

Exhibit B**Interlocal Agreement for Provision of District Court Services
Reporting Requirements and Procedures**

This exhibit identifies and describes reporting procedures for the County. These reports will enable cities to:

- Ensure that the revenue from City cases is appropriately credited to the City, enabling the City to reconcile the remittance to detail information.
- Monitor revenue collection trends by filing year, case type, and disposition.
- Have revenue reported in a way that matches the BARS account codes on remittances.
- Provide historical comparisons to current activity for forecasting purposes.

It is the intention to provide all reports in an efficient manner, through DISCIS or some other electronic method.

1. Reporting Development Committee to be established. A Reporting Development Committee (Committee) consisting of representatives from the County, and Cities party to the contract, shall be established to develop the form, content, and reporting mechanism (e.g., paper or electronic) for the reports outlined in sections below. The Committee shall develop these report formats no later than June 30, 1999. The Committee shall terminate effective December 31, 1999.

2. Reporting Test Period. The agreed monthly report format will be used by the County as of September 1, 1999. Any weekly reporting would run beginning November 1, 1999. During the test period all reports shall be provided to Cities for evaluation. Proposed changes to reports during this period shall be referred to the Reporting Development Committee.

3. Modifications to reports after January 1, 2000. Any new reports or changes to the form, content, or timing of reporting requirements after January 1, 2000 will be recommended to and processed through the Management Review Committee (contract section 7), or a sub-committee established by that Committee, temporarily formed for the purpose of report evaluation.

4. Reporting requirements:**a. Weekly Remittance Reporting**

Remittance Summary Report- To summarize revenue remitted to the City. Supplement the current format to show:

- The calculation of the City's 25% portion;
- The number of cases (related to the payment amount); and
- recoupment/reimbursements and victims assistance at 100%.

b. Monthly Filing Reporting

Jurisdiction Billing Report (DR7000PX) - To show listing of all City filings with the Court.

Remittance Reconciliation Report- to reconcile the total due the City.

Remittance & Disposition Detail - to show remittance and disposition detail.

c. Management Reporting

Infraction Revenue Summary Report- To show summary and detail of Parking, Traffic, and Non-traffic infraction revenue in total and by type

Criminal Citation Revenue – To show summary and detail of DWI, Criminal traffic misdemeanor, Non-Traffic misdemeanor revenue in total and by type

Annual Reporting. The December report should summarize the results of the full year for all monthly reports where such YTD information is not provided on a monthly basis.

PERFORMANCE AND WORKLOAD INDICATORS

The following items will be reported by the County on a quarterly basis unless otherwise agreed, when available electronically.

1. Percentage of filings by case type which fail to appear or have a warrant issued
2. DISCIS caseload report, which includes items such as filings by case type, dismissals and number of hearings.
3. Number of guilty/committed by broad case type
4. Time from filing to disposition by broad case type
5. Number of continuances requested/granted by broad case type
6. Number of probation violation review hearings
7. Citation re-offenders by broad case type
8. Percentage completing probation by broad case type.

Exhibit D

10739

**Treatment of City Cases Filed in District Court Before January 1, 2000; and
Treatment of City Cases Unresolved as of the Expiration or Termination of this
Agreement.**

This Exhibit establishes the agreement of the parties with respect to (1) City cases filed in District Court before January 1, 2000, and (2) City cases filed during the term of this Agreement but not finally resolved (e.g., there remain hearings, court actions or revenue collections, or similar items pending) during the term of this Agreement.

Cases Filed Before January 1, 2000. Cases filed by a City in District Court prior to January 1, 2000, shall be handled in all respects consistent with the Contract between the City and County in place as of the date such case was filed. The City and County agree that all fees or revenues shall be paid or distributed based on the provisions of the contract in place on the date of case filing. By way of example, but without limitation, all Local Court Revenues (which are net of state assessments, as defined in Section 3.1 of the Agreement) accruing from such case shall be transferred to the City, and the City shall be responsible for payment of all jury fees, witness fees and interpreter fees arising under such case. The City and County will create a mutually agreed upon method for this revenue transfer and payment of fees by September 30, 1999.

a. The parties may further agree that the County will pay any and all state assessments arising out of such cases, on a timely basis, out of the revenues received on such cases, in the same manner as described for cases filed on or after January 1, 2000 by Section 3.6 of the Agreement. The County shall provide the City a record of such payments, in the manner required under Section 3.6 of the Agreement.

Cases Pending as of the Termination or Expiration of the Agreement. The County agrees to process all cases unresolved as of the termination or expiration of this Agreement which were filed during the term of the Agreement in the same manner as described in this Agreement. Unresolved cases are those cases that have any pending activity, including but not limited to sentencing and collection of fines or penalties., County processing includes, but is not limited to: transferring 25% of Local Court Revenues derived to the City, paying any and all state assessments, paying all interpreter fees, paying ½ of the jury fees, and providing monthly revenue reports to the City. Similarly, and without limitation, the City shall be responsible for payment of witness fees and ½ of the jury fees on such cases. The parties agree that the rights and obligations with respect to such unresolved cases shall survive the termination or expiration of the Agreement.

INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF SAMMAMISH RELATING TO PROCESSING
OF BUILDING AND LAND USE APPLICATIONS

10739

THIS AGREEMENT is made and entered into this day by and between King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County") and the City of Sammamish, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS, on August 31, 1999, the City will incorporate an area of King County that had previously been unincorporated; and

WHEREAS, the City may subsequently annex additional currently unincorporated areas; and

WHEREAS, all local governmental authority and jurisdiction with respect to the newly incorporated or newly annexed area transfers from the County to the City upon the date of incorporation or annexation; and

WHEREAS, the County and City agree that having County staff process various incorporation/annexation area building and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the City and County as follows:

1. Enactment.

1.1 In order to enable the County to process building and land use permit applications and conduct code enforcement activities in accordance with the terms of this Agreement, the City shall enact an ordinance based on the County building, development and code enforcement regulations in existence

at the time of incorporation or annexation. In addition, the City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

1.2 The City shall consult with the County prior to adopting the City zoning map, building, fee and development regulations and will immediately upon adoption notify the County in writing of any differences between the City and the County zoning map, codes, or regulations.

2. Preincorporation or Preannexation Permit Applications Filed with King County.

2.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building permit and land use applications filed with the County before the effective date of incorporation or annexation which involve property within the City. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City.

2.2 Except as provided in Section 5 of this Agreement, County review of building related permits -- which include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, and grading and clearing permits -- shall include decisions to approve, condition or deny applications; follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits, which are essential for completion of each original project permit. Appeals of building related permit decisions, if any, shall be processed in the same manner as Section 2.4.

2.3 For those land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision-maker. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City.

2.4 For those land use applications that require quasi-judicial or legislative approval; e.g., subdivision or rezones; or which involve administrative appeals, the County shall likewise prepare a report and recommendation to the City's designated decision-maker for a final decision. The City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application. County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation.

2.5 For those subdivisions and short subdivisions that have been granted preliminary approval prior to incorporation or annexation, the County shall continue its review through engineering plan approval, final plat or short plat approval, construction inspection approval, and maintenance/defect approval. For each of these post-preliminary review phases, the County shall make a recommendation for the City's designated decisionmaker. At the request of the City, County staff shall appear before the City Council to discuss analysis set forth in the County's final plat approval recommendation. All final decisions on any of the post-preliminary review phases shall be rendered by the City. All financial guarantees required of the applicant at completion of a current review phase to secure compliance with the requirements of subsequent phases shall be filed with or turned over to the

City, which shall have sole discretion on the assessment of required performance and the release of said guarantees.

2.6 The County will prepare and send to the City a monthly list of all building and land use permit applications pending within the incorporation or annexation area as of the date of incorporation or annexation. The City or County may at any time exclude from this Agreement any permit(s) or application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to exclude the permit(s) or application(s). Upon excluding any permit from review under this Agreement, the County shall thereupon turn the application over to the City for all further processing.

3. Processing of Post-Incorporation/Annexation Building and Land Use Permit Applications.

3.1 The County may, upon written request of the City, agree to process particular building related or land use permit applications for properties within the incorporation or annexation area that are filed between the date of incorporation or annexation and the date this Agreement terminates. The County's decision whether to undertake such building or land use application review shall be made on a case by case basis.

3.2 Except as provided in Section 5 of this Agreement, the processing of post-incorporation or post-annexation building related permit applications pursuant to this section shall include decisions to approve, condition or deny applications; follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits, which are essential for completion of each original project permit.

3.3 Except as provided in Section 5 of this Agreement, the processing of post-incorporation or post-annexation land use permits applications pursuant to this section shall include the County's processing of the application and preparation of a report and recommendation to the City's decisionmaker. Any final decisions to approve, deny, or approve with conditions these applications shall be made by the City. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application.

4. Optional Hearing Examiner Review.

Notwithstanding any other provision in this Agreement, upon written request by the City, the County may agree to have the King County Hearing Examiner conduct public hearings on behalf of the City for particular land use or building permit applications. Decisions whether to utilize the County Hearing Examiner shall be made by the City and County on a case by case basis. In cases where the County Hearing Examiner conducts a public hearing on behalf of the City, the Hearing Examiner shall issue a report and recommendation to the applicable City decisionmaking official(s). All final decisionmaking authority in such matters shall remain with the City.

5. SEPA Compliance.

5.1. In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the City shall serve as lead agency for all applications processed by the County pursuant to this Agreement. The City shall designate and identify a SEPA responsible official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the City. The responsible official shall not be an employee, officer, or agent of the County.

5.2. All SEPA review shall be performed in accordance with the City's rules and regulations.

Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard by the City.

5.3. For those permits requiring a SEPA determination, the County will not take final action upon the application until the City's responsible official has acted. Upon written request with regard to a particular project, the County agrees to provide technical and administrative SEPA assistance to the City's responsible official on that project. Such assistance may include, but is not limited to:

- * review of an applicant's environmental checklist and collection of relevant comments and facts;
- * preparation of a proposed SEPA threshold determination with supporting documentation for approval, publication and notice by the County on behalf of the City's responsible official;
- * preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's designated appeal hearings officer;
- * attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- * preparation of any required draft, final, addendum or supplemental EIS for approval of the City's responsible official; and
- * coordination of adopted or required SEPA measures of mitigation with project review staff.

5.4. In cases where an environmental impact statement is prepared for a project, the decision whether to condition or deny an application on SEPA grounds shall be made by the City.

6. Administrative and Ministerial Processing.

6.1 County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City and/or its designated decision-maker.

6.2 For purposes of this Agreement, decisions to condition or deny any permit approval on SEPA grounds are discretionary determinations that will be made by the City.

7. Permit Condition and Code Enforcement.

7.1 Enforcement of Permit Conditions. The County is authorized, on behalf of the City, to enforce conditions of approval for those permits that the County processes pursuant to this Agreement. Such enforcement authority shall not include initiation of court enforcement actions. Initiation of such actions shall be the sole responsibility of the City.

7.2. Enforcement of Code Requirements. Within a reasonable period following the effective date of this Agreement, the County shall provide the City with a list and brief explanation of all incorporation or annexation area code enforcement cases under review by the County at the time of incorporation or annexation.

7.3 The City shall be responsible for undertaking any code enforcement actions following the date of incorporation or annexation.

8. Processing Priority. Within budgetary constraints the County agrees to process pre-incorporation or pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. Fees and Reimbursement.

9.1 In order to cover the costs of processing building and land use permit applications and performing SEPA review in accordance with the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 1 above, or as may be modified at some future date by the County and the City.

9.2 For all applications excluded from County processing or transferred to the City pursuant to the terms of this Agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, the City shall pay the County an hourly of \$120.00, or at such other hourly rate as is later specified in King County Code Title 27. The County shall not seek reimbursement under this paragraph for review services performed on an individual permit application where the County has already been fully compensated for such services by the receipt of permit application review. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received.

10. Duration. This Agreement shall become effective upon incorporation and shall

continue until December 31, 2002, unless otherwise terminated or extended. Either party may terminate this Agreement upon providing at least sixty (60) days written notice to the other party. The Agreement may be extended as provided in Section 12.

11. Termination Procedures. Upon termination of this Agreement, the County shall cease further processing, enforcement, and related review functions with respect to applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the incorporation or annexation area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. Extension. Pursuant to a mutual agreement between the parties, this Agreement may be extended to December 31, 2004 or to a date prior thereto. In order to extend the otherwise applicable termination date of this Agreement, the City shall make a written request to the County not less than sixty (60) days prior to the termination. If the parties have not agreed to the extension in writing by the termination date, the agreement terminates.

13. Application Process. The County and the City will each prepare and have available for applicants and other interested parties a document describing the handling of applications based on this Agreement.

14. Indemnification.

14.1 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 or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations 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 or 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 County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

14.2 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 or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement . 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 principal of governmental or public law is involved; and if final judgment be rendered against the County 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 City shall satisfy the same.

14.3 The City and the County acknowledge and agree that is such claims, actions, suits,

liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

14.4 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 that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

15. Personnel. Control of personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. Administration. This Agreement shall be administered by the County Director of Development and Environmental Services or his/her designee, and the City Manager, or his/her designee.

17. Amendments. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

18. Legal Representation. Except as set forth in Section 14, the 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.

19. Notice of Annexation Area Processing. In the event that the City intends for the County to conduct permit review in any future City annexation area pursuant to this Agreement, the City shall provide the County with written notice of its intent no less than sixty days prior to the date County processing of such annexation area applications would occur.

20. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY

King County Executive

Dated

Approved as to Form:

NORM MALENG
King County Prosecuting Attorney

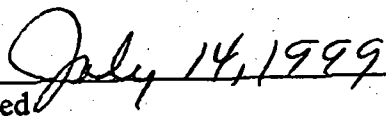
By: _____
Senior Deputy Prosecuting Attorney

Dated

CITY OF SAMMAMISH

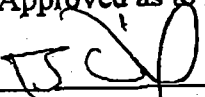


Sammamish City Manager

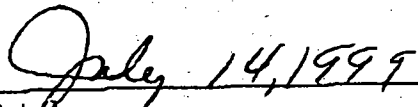


Dated

Approved as to Form:



City Attorney



Dated

contracts/Building and Land Use
07/14/99