



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 16, 2000

Motion 10932

Proposed No. 2000-0261.1

Sponsors Nickels

1 A MOTION authorizing the county executive to enter into
2 an interagency agreement with the city of Sammamish to
3 reimburse the city for the cost of law enforcement office
4 space.

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6

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 WHEREAS, the city of Sammamish is providing office space and facilities to law
8 enforcement officers serving the unincorporated areas surrounding the city, and

9

 WHEREAS, the county has need of this space and facilities, and

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11

 WHEREAS, the county has an existing interlocal agreement with the city to
11 provide law enforcement services to the city;

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

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 The county executive is authorized to execute an interagency agreement,
14 substantially in the form attached, with the city of Sammamish to reimburse them for the
15 cost of law enforcement office space and facilities supplied to the law enforcement

15

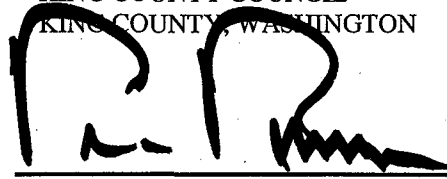
16 officers serving the unincorporated areas surrounding the city.

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Motion 10932 was introduced on 4/17/00 and passed by the Metropolitan King County Council on 5/15/00, by the following vote:

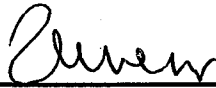
Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement Between King County and the City of Sammamish Relating to Cost Reimbursement for Law Enforcement Office Space and Facilities

10932

INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF SAMMAMISH
RELATING TO COST REIMBURSEMENT FOR
LAW ENFORCEMENT OFFICE SPACE AND FACILITIES

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 has entered into an interlocal agreement with the County for law enforcement services through the King County Sheriff's office; and

WHEREAS, the City provides office space and facilities for County law enforcement employees serving as City of Sammamish police officers; and

WHEREAS, the County has need for office space and facilities for County law enforcement employees providing service to the unincorporated area surrounding Sammamish; and

WHEREAS, the City is willing to provide office space and facilities to said employees;

NOW, THEREFORE, the parties agree as follows:

1. Facilities.

1.1 Space Provided. The City agrees to provide office space to the County to accommodate county law enforcement employees in the conduct of their business in the unincorporated portion of the county. The number of county employees accommodated shall be based on space available.

1.2 Facilities Provided. The City agrees to provide room dividers, lockers, parking, heat, lights and water in a joint sharing arrangement with other county law enforcement employees working for the City.

2. Reimbursement Formula.

2.1 Percentage of Dispatched Calls. The amount credited by the County to the city shall be determined by a formula based on a percentage share of dispatched calls for service (DCFS). The formula will be based on a three-year rolling average. Year 2000 costs are based on actual 1996, 1997 and 1998 DCFS. Year 2001 costs will be based on actual 1997, 1998 and 1999 DCFS and so on. The percentage will be derived by determining the total three-year number of DCFS in the three unincorporated area patrol districts (C-3,4,5) immediately surrounding the

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city of Sammamish; and the total three year number of DCFS in the four city patrol districts (O-1,2,3,4) within the city limits of the City of Sammamish. The total of DCFS in the C-3,4,5 patrol districts, divided by the total number of all DCFS in both areas, will determine the percentage credit due to the City.

2.2 Operations and Maintenance Cost Estimates. In November of each year, except the first year of this agreement, estimates shall be made of the total annual cost of operations and maintenance of the police office space and facility for the following year. This amount shall be divided by 12 to determine the monthly cost estimate. The Dispatched Calls Formula shall be applied to this amount to determine the monthly amount owed by the County to the City. By January 30th of the following year, an adjustment shall be made between this estimate and the actual costs incurred for the year.

2.3 Estimates. In the first year of this agreement, the cost estimate shall be made in June. The monthly cost, as determined in June, shall be applied to each month of the first year. Reimbursement for the first six months of the year shall be made not later than June 30, 2000 in accordance with Section 3.1 of this agreement.

3. Reimbursement.

3.1 Monthly Reductions. The County shall reimburse the City by reducing the amount owed by the City to the County pursuant to the Interlocal Agreement on Law Enforcement Services. Except for the first six months of the first year of this agreement, reductions shall occur on a monthly basis as part of the regular billing submitted to the City.

3.2 Capital Improvements. The County agrees to reimburse the City for a percentage of recent capital improvement costs made in November and December of 1999 to those office space and facilities shared by County Law Enforcement employees. The percentage amount for the 1999 reimbursement is 28.97 percent. Applying the formula, the amount owed is \$ 14,380.00. This shall consist of a one time payment to the City separate from on-going operations and maintenance costs. Reimbursement of this amount shall be made on or before April 1, 2000.

3.3 Future Capital Improvements. The County agrees to reimburse the City for a percentage of future capital improvements made to office space and facilities following mutual agreement by the parties. The reimbursement formula as specified in 2.1 of this agreement shall be applied to such future costs.

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4. Duration.

4.1 Contract Initiation. The cost reimbursement agreement shall begin on January 1, 2000 and continue until the law enforcement services agreement is terminated between the City and the County. If there are no proposed changes to the cost reimbursement agreement, it shall renew automatically from year to year unless either party initiates termination or changes as outlined in Section 5.

4.2 Signature Requirements. Notwithstanding the of date of execution of this agreement, this agreement shall be effective as of January 1, 2000.

5. Amendments/Termination.

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

5.2 Termination by Written Notice. Either party may terminate this agreement by providing sixty (60) days advanced written notice to the other party.

6. Audits and Inspections.

6.1 Records and Documents. All records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this agreement and three years after termination.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Sammamish

King County Executive Ron Sims

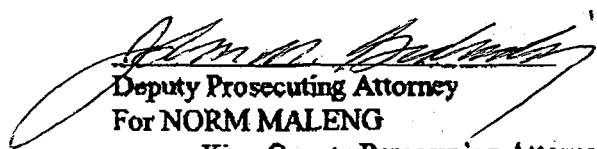


City Manager Michael Wilson


109321

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Approved as to Form


Deputy Prosecuting Attorney
For NORM MALENG
King County Prosecuting Attorney

Approved as to Form


City Attorney Bruce Disend