

**CITY OF SAMMAMISH
CITY COUNCIL AGENDA
REGULAR MEETING**

Wednesday, June 30, 1999, 7:30 p.m. 1510 228th Ave. N.E., Sammamish, WA 98053

CALL TO ORDER

ROLL CALL/PLEDGE

INTRODUCTION OF SPECIAL GUESTS AND PRESENTATIONS

- a) Eastlake High School Retiring Principal
- b) Eastlake High School Retiring Vice Principal

continue to 7/14 agenda

1. ✓ Approval of Agenda

2. ✓ Public Comment (For members of the public to speak to the Council regarding items NOT on the agenda. Please limit remarks to three minutes)

3. ✓ Consent Calendar

- a) Council minutes of Special Meeting, May 19, 1999
- b) Claims for the period ending June 23, 1999 in amount of \$85,541.94

4. Public Hearings *None*

5. Unfinished Business

- a) ✓ Contract C99-05: Consider Approval of Forum Interlocal Agreement and Addendum with King County (allowing the City of Sammamish to Participate in Policy Development for Solid Waste Issues)
- b) ✓ Contract C99-06: Consider Approval of Solid Waste Interlocal Agreement With King County

6. New Business

- a) ✓ Contract C99-07: Consider Approval of Interlocal Agreement With King County For Jail Services
- ✓ b) Contract C99-10: Consider Approval of Interlocal Agreement With King County For District Court Services

- c) ✓ **Resolution R99-13: Establishing the Date, Time, and Location For City Council Study Sessions**
 - d) ✓ **Resolution R99-14: Objecting to BPA Current Power-Allocation Plan**
 - e) ✓ **Ordinance O99-13: Adopting King County Animal Control Regulations**
 - f) ✓ **Ordinance O99-14: Adopting General Penalty Provision**
 - g) ✓ *Contract C99-13: Recruit for City Manager and Community Development Director*
7. **Council and Committee Reports**
 8. **City Manager and Staff Reports**
 9. **Public Comments**
 10. **Adjourn**

Sammamish City Council Meeting 6-30-99 Transportation Committee Report
Chairperson: Don Gerend
Vice Chair: Jack Barry

The Transportation Committee has now held a total of seven public workshops on transportation issues in our community. Recent workshops included discussions on the following topics;

1. Regional Transportation issues: Chairperson Gerend attended the Bellevue Transportation Summit, and discussed regional transportation issues with Issaquah Councilmembers in a joint meeting last week. The consensus is that the Eastside cities must work together to develop a transportation vision for the future.
2. Funding issues: Quick response by the City to possible source of Federal transportation funds being allocated through the County and area municipalities has put us in line to fight for about \$300,000. No guarantees at this time.
3. Traffic calming devices and the use of roundabouts as an efficient way of moving traffic through some intersections were discussed at recent workshops. Chairperson Gerend proposed that the County should be contacted regarding the possibility of a roundabout at the SE 43rd and East Lake Sammamish Parkway.
4. Regarding the 228th project, Phase Ia, the County is retaining some flexibility in the design to accommodate future possible design changes that our Council may choose to approve. These include possibilities of road extensions at Issaquah-Pine Lake Road and at SE 24th.
5. Vic Salemann, of EarthTech, our traffic modeling consultant, has suggested that they could use citizen volunteers to update trip counts at 20 locations throughout the city during the pm peak two hours. This could be 10 people two times each or 5 people four times each. The training would only take 10 minutes. Any interested volunteers or possible sources of volunteers should contact City Hall. At the last workshop, circulation issues were discussed, with several suggestions for new streets brought forth by participants.

Next Transportation Committee Workshop will be July 20th at 8pm at City Hall

**City of Sammamish
City Council Minutes
Special Meeting
May 19, 1999**

The special meeting of the Sammamish City Council was called to order by Mayor Phil Dyer at 7:30 p.m.

Councilmembers present: Mayor Phil Dyer, Deputy Mayor Jack Barry, Councilmembers Don Gerend, Ron Haworth, Kathleen Huckabay, Kenneth Kilroy, and Troy Romero.

Staff present: Interim City Manager Lee Walton, Interim Planning Manager Kelly Robinson, Interim Finance Manager Bob Noack, Interim City Attorney Bruce Disend and Interim City Clerk Ruth Muller.

Roll Call and Pledge

Mayor Dyer called roll and led the flag salute.

Introductions

Mayor Dyer introduced the interim city staff.

Approval of Agenda

Councilmember Huckabay moved that the agenda as presented be approved.
Councilmember Kilroy seconded the motion. The motion carried unanimously.

Presentation

Mayor Dyer announced that as of noon this date, May 19, 1999, the Washington Cities Insurance Authority (WCIA) has accepted the City of Sammamish as a member in the state insurance pool and the City is bound and insured. The mayor introduced Mike Walters of Keating, Bucklin and McCormick who was at this meeting on behalf of the WCIA. Mr. Walters provided information about legal requirements necessary to allow the Council to make good legislative decisions to protect the community without making legal mistakes.

The mayor recessed the meeting for ten minutes at 8:35 p.m.

The meeting reconvened at 8:45 p.m.

Interim City Attorney Disend said that a new city cannot have all laws in place to begin operation, and state law does allow for the Council to adopt moratoria to allow for planning. A proposed resolution has been prepared to establish a moratorium until August 31, 1999 on filing of development permit applications with King County within the corporate limits of the City of Sammamish. Adoption of the proposed resolution would affect all applications from the date of the moratorium, and would not affect applications filed prior to adoption of the resolution.

Interim Community Development Director Robinson presented a staff report discussing the issue and development of the proposed resolution. The Land Use and Zoning Committee has recommended adoption of Resolution R99-04 as presented to the Council.

Public Comment on Proposed Moratorium Resolution - R99-04

Mayor Dyer advised that the Council would now receive public input on the proposed moratorium on development permit applications, and that each speaker is asked to limit their comments to three minutes.

Craig Swanson, 2819 217th Ave. S.E., pastor of the Plateau Bible Church, encourages the Council to leave the exemptions for community facilities intact, as the churches on the Plateau are, for the most part, local churches serving the residents as opposed to regional churches serving people from throughout the eastside.

Jeff Parrish, 2844 West Lake Sammamish Way, owner of the Pine Lake Dental/Medical facility, said that some development can alleviate traffic problems, and he would like to have dental/medical facilities included in the exemptions.

Donna Carlson, 1627 East Beaver Lake Drive, applauds the Council for considering a moratorium and suggested that staff review all vested permits to assure that they are "legal" permits.

Mike Rundle, 2420 196th Ave. S.E., suggested that Shoreline Substantial Development permits be included in the moratorium as the City needs to protect the waterways. He questions if the East Lake Sammamish Trail is included under exemption (a) since he believes that trail work has been done without permits, and this should be included in the moratorium.

Rory Crispin, 3023 East Lake Sammamish Parkway S.E., agrees that the Trail should be included in the moratorium.

Bill Stern, 1126 231st Place N.E., said that if the moratorium is adopted, they have lots that have been legally created, but now will be unable to apply for building permits.

John Best, 3337 259th Place S.E., suggested that the Council allow building permits on approved shortplats since these are generally done by a different type developer than for larger subdivisions.

Ron Healey, 2958 222nd Place S. E., expressed appreciation for the land use presentation tonight and said that there should be common sense used in making decisions.

Acar Bill, 1640 West Beaver Lake Drive, congratulated the Council for proposing this moratorium and believes that the Council will protect the citizen's rights and make this a more livable community.

Andrea Martin, 1501 East Beaver Lake Drive, supports imposing this moratorium.

Jerry Hanson, 1244 218th Avenue N.E., said that he supports the Council as they embark on this journey to guide the community. The Council now is changing roles since during the campaign they were readily available. He questions how the appearance of fairness doctrine affects a small community and the Council's ability to not violate this statute. He has 10 acres zoned R-6 and undeveloped. He began the process to plat into 9 lots approximately 10 years ago, and understands that he now must wait to do something on this property until the moratorium is lifted.

Interim City Attorney Disend said that the appearance of fairness doctrine applies to the Council when they are making "quasi-judicial" decisions on land use applications. All hearings must be fair in fact as well as "appearance" and the decision-makers must come to a decision with an open mind. It is difficult in a small community to avoid contact with citizens, but if a decision-maker has had "ex parte" contact then this must be disclosed at the hearing, and if there is objection to his participation in the process, he must step aside.

Jim Torina, owns a 3-acre parcel on Pine Lake that he rezoned from 12 lots to 4 lots and is ready to build this summer. He is a small developer with a loan payment on this project due in January and he fears that he may not now be able to sell his lots and this could be damaging to him.

Betty Corey, commends the Council for considering this moratorium; she would not like to have a moratorium imposed on the East Lake Sammamish Way Trail, as she is considering selling her property.

Nina Barr, 20723 S. E. 34th Street, said that since applications are not complete if they do not contain a water availability certificate, the City could use water shortage to impose a moratorium.

Tom Harmon, 2302 West Beaver Lake Drive, said that this is a losing situation for the residents, property owners and the City, since King County gave the perception that people can build. He favors a moratorium, but the Council should move cautiously. It would be beneficial if the city could find a way that projects can occur without destroying the quality of life and he suggests that many projects should have an environmental impact statement.

Earl Caditz, 3719 234th Avenue N.E., has property on 228th Avenue Northeast and hopes that his plans for development of a high quality daycare facility fall under an exemption as he already has his water availability certificate.

Vicki Beres, 2305 East Lake Sammamish Pl. S. E., supports the moratorium and agrees that Shoreline Substantial permits should be included in the moratorium. She said that the East Lake Sammamish Trail needs some intense planning and this facility will impact homes along it.

Greg Allan, 530 254th Ave. N.E., said that the resolution before the Council tonight has had some significant changes made from the earlier version, and he can now support such a moratorium. He suggests that further consideration be given to on-premise signs and possible inclusion of for-profit recreation use businesses in the moratorium.

Scott Hamilton, 23410 S. E. 8th Street, is pleased to see that this version of the moratorium has addressed the concerns he had with the first draft. He pointed out several sections of the resolution where he had questions and suggests that the public hearing on this moratorium be held at a larger facility than the Water District meeting room.

Jolie Imperatone, 3122 239th Place S.E., said that a moratorium only accomplishes a negative atmosphere, will raise the cost of housing, cost of services, and will just slow down growth. The City will have difficulty in getting a plan in place within a reasonable time and once the moratorium is lifted there will be many applications waiting to be filed.

Reid Brockway, 167 East Lake Sammamish Shore Lane N.E., said that the council should give consideration to including Shoreline Substantial Development Permits and the Trail in the moratorium.

Jane Garrison, 24409 S. E. 20th Place, has submitted a paper to the Council which states her position. She noted that the Klahanie development was allowed to proceed by King County without sufficient traffic plans and the City needs to have such plans in place before acting on applications. The moratorium allows time to develop such a plan.

There were no further public comments on the proposed land use moratorium resolution.

Mayor Dyer moved to suspend the rules to adjust the agenda. Councilmember Romero seconded the motion. The motion carried unanimously.

Mayor Dyer moved to allow for public comment on the Resolution to King County Relating to the East Lake Sammamish Trail before action on the resolution. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Resolution R99-04

Councilmember Romero, Chair of the Land Use and Zoning Committee, said that the proposed land use moratorium is a temporary measure that will end August 31, 1999, but there will be review by the Council prior to that date to determine if the moratorium needs to be extended. Many suggestions have been made and concerns expressed. There will be a public hearing to receive comments on the moratorium. Councilmember Romero moved that R99-04 be adopted Relating to Land Use and Zoning, and Establishing a Moratorium on the Filing of Applications with King County for Development Permits and Approvals Within the Corporate Limits of the City of Sammamish. Councilmember Huckabay seconded the motion.

Councilmember Romero moved to amend the motion to add on Page 2 an Exemption heading Section I.A. Councilmember Kilroy seconded the motion. The motion to amend carried unanimously.

Councilmember Haworth moved to amend the motion revising Section I.A.b. to read "units, and permits for structures replacing pre-existing structures destroyed by fire...." Councilmember Romero seconded the motion. The motion to amend carried unanimously.

Mayor Dyer moved that Section 3, Line 3, be corrected to read 1510 228th Avenue S.E., and that staff be directed to seek a location for larger a meeting room. Councilmember Haworth seconded the motion. The motion to amend carried unanimously.

Councilmember Kilroy moved to amend the motion to include Shoreline Substantial Development Permits under Section 1. Councilmember Romero seconded the motion. The motion to amend carried unanimously.

Councilmember Romero called for the question. The main motion to adopt Resolution 99-04 as amended carried unanimously.

Public Comment – East Lake Sammamish Trail

The mayor advised that the council will receive public comment on the proposed resolution supporting development of the East Lake Sammamish Trail.

Kathy Schroeder, 477 East Lake Sammamish Way S.E., thanked the council for including Shoreline Substantial Development permits in the moratorium.

Janet Bird, 3310 221st Avenue S.E., requested that the council work towards resolving the issues on development of the Trail.

Lisa Mitchell, 1631 East Lake Sammamish Way S.E., asked if the permit that King County has applied for is vested. The City Attorney advised that if it was a complete permit at the time of application, it is vested as of the date of filing.

Jenny King, 2831 East Lake Sammamish Parkway S.E., said that if the permit is vested she wants the City to monitor this carefully to assure that development is done properly. She does not oppose the Trail but there is difficulty accessing with safety a factor. She said that it may be possible to move the Trail off the railway corridor and it does not necessarily have to be developed as King County proposes.

Councilmember Haworth suggested that only those persons opposing the Trail address the Council.

Rich Siler, 1980 S. E. 8th Avenue, supports the Trail since people need a bicycle area and this is public property. He cautions using tax dollars for any lawsuit, and suggests that the Council move with caution on this issue.

Lisa Wilson, 1547 211th Avenue N.E., thanked the Council for adopting the development permit moratorium. She supports the Trail as bicycle and pedestrian use and said the Trail should not be moved to the shoulder of the Parkway. She questions if the County will agree to defer further action upon that portion of the Trail within the City of Sammamish until October 31, 1999, and that would preclude interim use of the Trail. The City should encourage transportation alternatives to discourage vehicle gridlock and the Council should consider all residents of the City who wish to add quality amenities to the community with recreation facilities.

Bill Harrell, 2111 239th Ave. S. E., is an engineer who has been working with people who live along the Trail corridor. He said that there is a need to address safety of the Trail and he feels that there should not be interim use of the Trail allowed. A good Trail can be provided with good planning.

Rory Crispin, 3023 East Lake Sammamish Parkway, questioned if a Shoreline permit is required for this facility. He said that the proposed resolution has no teeth whatsoever; Issaquah passed a similar resolution, but had a requirement that the Trail not be moved closer to properties without closely working with property owners.

Vicki Beres, 2305 East Lake Sammamish Parkway S. E., said that the Master Plan for this Trail is to be completed in 12 months, and then development can proceed.

Reed Brockway, 167 East Lake Sammamish Parkway, supports this resolution since he encourages anything that will make King County review this development, and wonders how passing this resolution will accomplish this. The City Attorney advised that this resolution is a statement of intent to get King County's attention and for them to recognize Sammamish.

Tom Harmon, 2302 West Beaver Lake Road, is in favor of this resolution and said that there is an environmental process that will need to be addressed. If a Shoreline permit is required, there will be a hearing process and the permit will need to go to the State Shoreline Hearing Board.

Mike Rundle, 2420 196th Avenue S.E., urges the Council to take a strong stand on the Trail since constant use by the public is different than the railroad bisecting property and used occasionally. This issue is about a change of use and the citizens are asking that some time be taken and that King County adhere to the same laws as the public.

There were no further comments on the Trail resolution.

Resolution R99-05

Councilmember Kilroy moved that Resolution R99-05 Supporting the Development of the East Lake Sammamish Trail and Calling Upon King County to Defer Further Action Upon That Portion of the Trail Located Within the City of Sammamish Until October 31, 1999. Councilmember Haworth seconded the motion.

Councilmember Kilroy noted that the Council supports the Trail and wants to make sure that the City is involved in development of all trails within the City. Mayor Dyer favors this resolution and agrees with the need for City involvement in trail development.

Councilmember Kilroy moved to amend the motion to add a sixth paragraph "WHEREAS it is essential for the City of Sammamish to have significant participation in any plans for recreational trails within the City of Sammamish; and". Councilmember Haworth seconded the motion. Councilmember Romero said that King County has not addressed policing of the proposed Trail, and the City will need to address this issue as it negotiates the law enforcement contract; he supports development of the Trail. Deputy Mayor Barry supports the Trail and the City needs to address health and safety and development of a Trail of which we can be proud.

Councilmember Haworth called for the question. The motion to amend adding the new WHEREAS paragraph carried unanimously. The main motion as amended carried unanimously.

The mayor stated that the Council will recess to Executive Session for approximately 10 minutes to discuss legal issues and City Hall space negotiations. The meeting recessed at 11:05 p.m. and reconvened at 11:17 p.m.

Councilmember Haworth moved that Interim Staff be authorized to continue and complete negotiations for lease of space for City Hall, documents to be reviewed by the City Attorney ready for council approval at the May 26, 1999 council meeting. Councilmember Huckabay seconded the motion. The motion carried unanimously.

Councilmember Gerend announced that the Transportation Committee will have a meeting at 8:30 a.m. Saturday, May 22 at the Klahanie Fire Station.

Councilmember Haworth moved that Staff be directed to continue the search for an interim line of credit for the City of Sammamish until revenue is available to the city. Councilmember Kilroy seconded the motion. Interim Finance Manager Noack advised that contact has been made with Seafirst Bank, Washington Mutual Bank, and Wells Fargo Bank and only Seafirst Bank services cities in this capacity. A proposal from Seafirst for borrowing \$1,000,000 has been received for an 18-month period at 4.418% interest rate, which is 57% of the Seafirst Reference Rate. A bonding attorney has been contacted to prepare an ordinance for council approval to secure financing for the City. The motion to authorize staff to continue securing a loan for the City carried unanimously.

There being no further business, the Mayor adjourned the meeting at 11:22 p.m.

Interim City Clerk

Mayor Phil Dyer



CITY OF SAMMAMISH
704 228TH AVENUE N. E. - PMB 491
SAMMAMISH, WASHINGTON 98053

CHECK REGISTER

CHECK NUMBER	VENDOR	DESCRIPTION	AMOUNT
1001	Seafirst Bank - cash	establish a petty cash fund	\$ 500.00
1002	Corporate Express	office supplies	\$ 1,041.73
1003	Ruth Muller	reimburse office supplies, council nameplates	\$ 848.19
1004	Comp USA	(5) computers	\$ 19,906.38
1005	Waldron Resources	interim staff 5/10 - 5/21 & 6/7 - 6/18	\$ 56,058.15
1006	King & Bunny's	refridgerator & microwave	\$ 797.12
1007	Lee Walton	reimburse meals, transportation, parking	\$ 278.94
1008	Mail Post	copies, faxes, supplies	\$ 485.21
1009	Washington Athletic Club	5/15/99 meeting refreshments	\$ 572.38
1010	Issaquah School District	5/19/99 council meeting facility rent	\$ 78.50
1011	H. Troy Romero	reimburse install ceremony refreshments	\$ 55.53
1012	King County Journal	newspaper notices - meetings	\$ 43.55
1013	Robert W. Noack	reimburse office rent/fax machine typewriter, supplies	\$ 3,677.42
1014	Kelly Robinson	parking, copying, bookcase	\$ 897.28
1015	Randy Suko	transportation, copies, parking	\$ 43.79
1016	Destination Issaquah	council member name plates	\$ 222.77
1017	Municipal Research	publication for new cities, phone directory	\$ 35.00
			<u>\$ 85,541.94</u>

AUTHORIZATION: CITY OF SAMMAMISH CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, the materials have been furnished, the services rendered or the labor performed as described herein, and the claim is a just and due obligation for the City of Sammamish. Furthermore, I certify I am authorized to authenticate payment of the claims.

SIGNATURE

DATE

6/24/99

REQUEST FOR COUNCIL ACTION

Agenda Bill No. C99-05

DATE ACTION IS REQUESTED:	TITLE:	TYPE OF ACTION:
<i>June 30, 1999</i>	<i>Forum Interlocal Agreement between King County and City of Sammamish</i>	<input type="checkbox"/> Ordinance
APPROVED FOR COUNCIL PACKET:		<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> City Manager	ATTACHMENTS:	<input checked="" type="checkbox"/> Motion
<input type="checkbox"/> Dept. Head	<i>Agreement & Addendum to the Solid Waste Interlocal Agreement</i>	<input type="checkbox"/> Other

MITTED BY: Lee Walton

RECOMMENDATION: Authorize City Manager to execute agreement as presented.

DISCUSSION: This agreement establishes a 12 Member group forum composed of representatives of unincorporated King County, Seattle and the suburban cities to review plans, advise King County and comment on alternatives for comprehensive solid waste management. The addendum replaces the Solid Waste Interlocal Forum with the Regional Policy Committee. This does not change the duties or responsibilities of the Forum.

ALTERNATIVES: Not joining the Forum would remove representation on policy decisions and influence among other cities and the County in the managing of solid waste..

FISCAL IMPACT: No direct costs. Staffing is provided through the Puget Sound Council of Governments.

C 99-05

FORUM INTERLOCAL AGREEMENT

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

PREAMBLE

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

I. PURPOSE

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

II. DURATION

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

III. APPROVAL

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

IV. SCOPE OF RESPONSIBILITIES

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

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

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

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

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

4.5 Review and comment on disposal rate proposals.

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

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

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

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

V. MEMBERSHIP

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

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

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

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

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

VI. MEETINGS

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

VII. BYLAWS

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

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

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

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

VIII. STAFFING AND OTHER SUPPORT

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

IX. FORCE MAJEURE

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

X. MERGER

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

XI WAIVER

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

XII. THIRD PARTY BENEFICIARY

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

XIII. SEVERABILITY

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

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

CITY

KING COUNTY

King County Executive

Date

Date

Pursuant to Resolution No. _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form

Approved as to form

City Attorney

King County
Deputy Prosecuting Attorney

Date

Date

DRAFT

ADDENDUM
To
SOLID WASTE INTERLOCAL AGREEMENT
and
FORUM INTERLOCAL AGREEMENT

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

PREAMBLE

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

I. PURPOSE

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

II. DEFINITIONS

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

III. FORUM

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

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

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

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

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

IV. SOLID WASTE ADVISORY COMMITTEE

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

V. DURATION

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

VI. NOTICE

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

CITY

KING COUNTY

Mayor

King County Executive

Date

Date

Pursuant to Resolution No. ____

Pursuant to Motion No. _____

Clerk – Attest

Clerk – Attest

Approved as to form and legality

Approved as to form and legality

City Attorney

King County Deputy Prosecuting Attorney

Date

Date

REQUEST FOR COUNCIL ACTION

Agenda Bill No. C99-06

DATE ACTION IS REQUESTED: <i>June 30, 1999</i>	TITLE: <i>Solid Waste Interlocal Agreement with King County</i>	TYPE OF ACTION: _____ Ordinance _____ Resolution <u> X </u> Motion _____ Other
APPROVED FOR COUNCIL PACKET: <u> X </u> City Manager _____ Dept. Head	ATTACHMENTS: <i>Proposed Agreement</i>	

SUBMITTED BY: Lee Walton

RECOMMENDATION: Authorize City Manager to execute agreement.

DISCUSSION: This agreement sets forth the responsibilities of cooperative management of solid waste in King County. It establishes the obligations of the County in managing, planning, operating and disposing of solid waste created the city.

ALTERNATIVES: Solid waste management is a capital intensive and complex process for an individual city to address. Nearly all the cities in the County are part of agreement.

FISCAL IMPACT: Disposal rates are set by the County through the Regional Policy Committee process.

C 99-06

DRAFT

SOLID WASTE INTERLOCAL AGREEMENT

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

King County: Motion No. _____

City: _____

PREAMBLE

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

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

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

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

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

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

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

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

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

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

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

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

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

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

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

II. PURPOSE

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

III DURATION

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

IV. APPROVAL

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

V. REVIEW AND RENEGOTIATION

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

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

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

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

VI. GENERAL OBLIGATION OF PARTIES

6.1 KING COUNTY

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

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

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

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

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

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

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

6.2 CITY

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

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

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

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

VIII. LIABILITY

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

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

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

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

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

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

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

IX. FORUM

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

X. COMPREHENSIVE PLAN

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

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

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

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

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

10.4.b. Schedules and responsibilities for implementing policies;

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

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

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

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

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

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

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

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

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

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

XI. FORCE MAJEURE

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

XII. MERGER

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

X111. WAIVER

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

XIV. THIRD PARTY BENEFICIARY

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

XV. SEVERABILITY

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

XVI. NOTICE

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

CITY

KING COUNTY

Mayor

King County Executive

Date

Date

Pursuant to Resolution No. _____

Pursuant to Motion No. _____

Clerk-Attest

Clerk-Attest

Approved as to form and legality

Approved as to form and legality

City Attorney

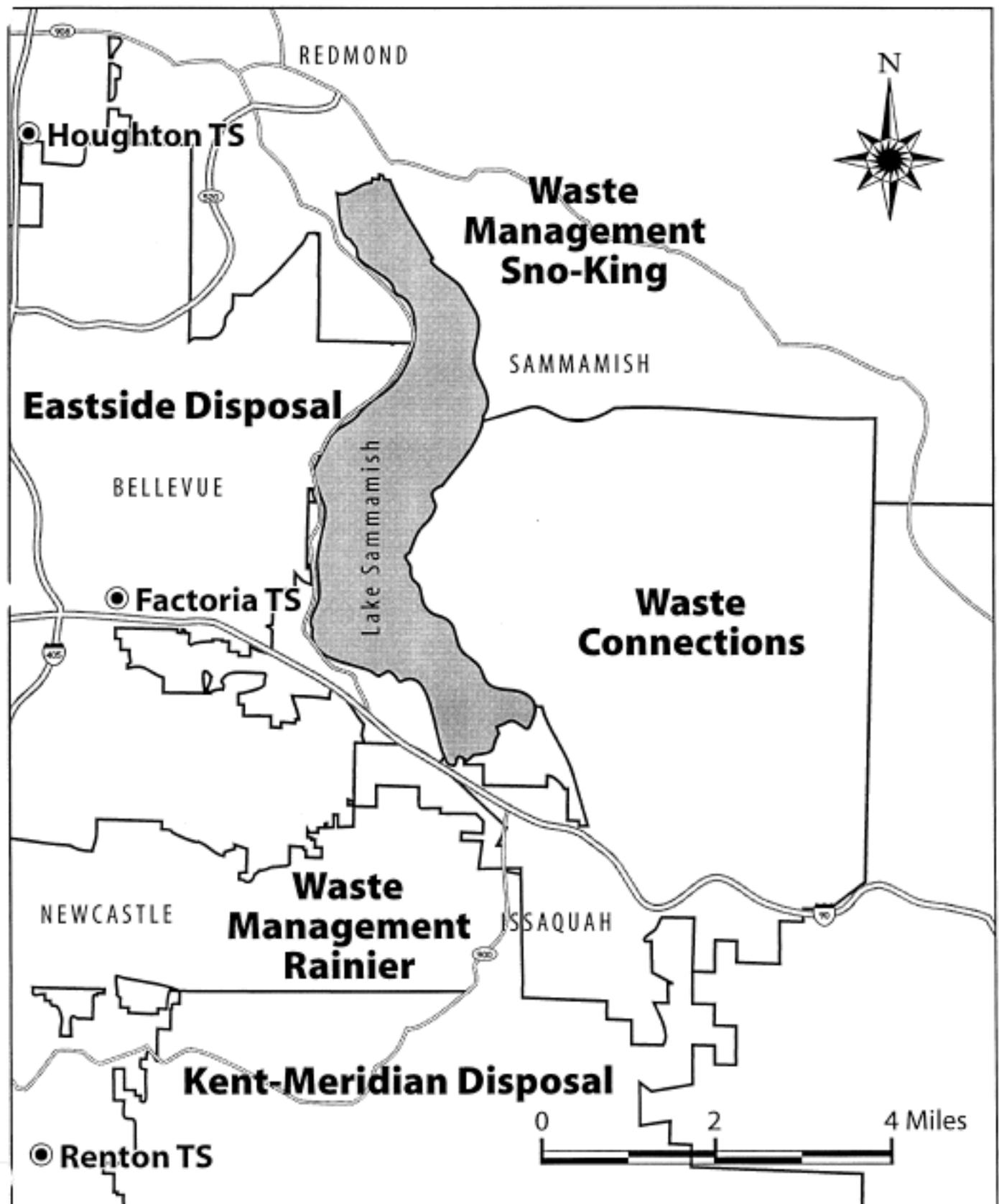
King County Deputy Prosecuting Attorney

Date

Date

s:\la\orig-lla.doc

City of Sammamish and Vicinity



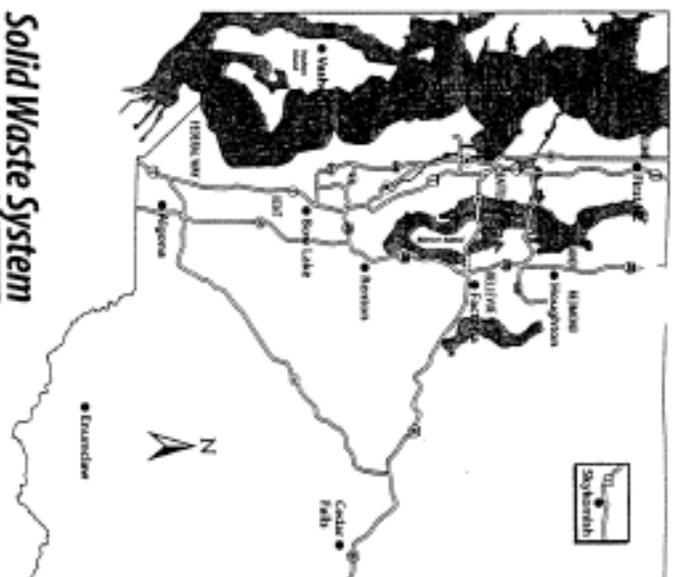
Solid Waste Disposal Rates

Effective January 1, 1999

The new rates are part of a four-year rate package that was approved by the Metropolitan King County Council in 1996. The four-year package included a phased-in rate increase that covers the period 1997-2000. The first phase took place in April 1997, and the second phase takes effect January 1, 1999.

Customer Types	King County Fee	Moderate Risk Waste Surcharge	WA State Refuse Tax (1.9M)	Total
Solid Waste Collectors				
• Per ton fee	\$82.50	N/A	N/A	\$82.50
• Minimum fee	\$13.72	N/A	N/A	\$13.72
Self Hauler				
• Per ton fee	\$82.50	\$2.61	\$3.06	\$88.17
• Minimum fee	\$13.72	\$1.00	\$.53	\$15.25
Yard Waste only				
• Per ton fee	\$75.00	N/A	N/A	\$75.00
• Minimum fee	\$12.75	N/A	N/A	\$12.75
Passenger sedans pay the minimum fee. Cash and checks accepted.				

This material will be provided in alternative formats upon request for individuals with disabilities.



Solid Waste System

The Division's conveniently located facilities are open every day except Thanksgiving, Christmas and New Year's Day.

Our Facilities

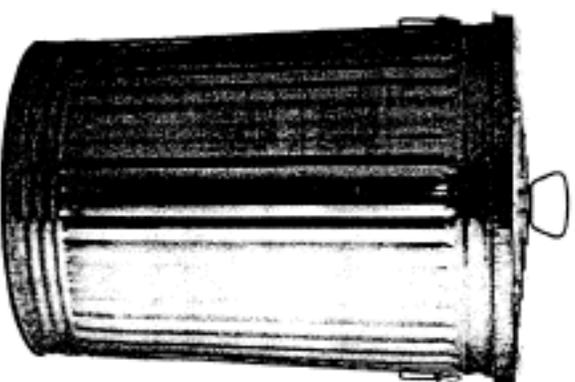
Algona Transfer Station 35315 Mer Valley Hwy, Algona 8:00am to 5:30 pm	First Northeast Transfer Station 2300 North 165th Street, Seattle 8:00am to 5:30pm
Bow Lake Transfer Station 18800 Oakley Road South, Tukwila 8:00am to 5:30 pm	Houghton Transfer Station 11724 NE 60th Street, Kirkland 8:00am to 5:30pm
Cedar Falls Drop Box 16925 Cedar Falls Rd SE, North Bend 8:00am to 5:00 pm*	Renton Transfer Station 3021 NE Fourth Street, Renton 8:00am to 5:30pm
Enumclaw Transfer Station 1650 Battersby Avenue, Enumclaw 8:00am to 5:30pm	Skykomish Drop Box 74324 NE Old Cascade Hwy, Skykomish 8:00am to 4:30pm
Factoria Transfer Station 13800 SE 32nd Street, Bellevue 6:15am to 11:30pm, weekdays** 8:00am to 5:30pm, weekends Yard waste: 5:30pm to 11:30pm, ** weekdays only	Yashon Island Landfill 18910 Westside Hwy, SW Yashon 8:00am to 5:00pm*

* 9:00am to 6:00pm, daylight savings time

New hours effective November 16, 1998

New Solid Waste Disposal Rates

Effective January 1, 1999



Dedicated to preserving the quality of our environment

REQUEST FOR COUNCIL ACTION

Agenda Bill No C99-07

DATE ACTION IS REQUESTED: June 30, 1999	TITLE: Interlocal Agreement between King County and the City of Sammamish	TYPE OF ACTION: _____ Ordinance _____ Resolution _____ <input checked="" type="checkbox"/> Motion _____ Other
APPROVED FOR COUNCIL PACKET: _____ City Manager _____ Dept. Head	ATTACHMENTS: Agreement	

SUBMITTED BY:

Lee Walton

RECOMMENDATION:

Authorize City Manager to execute agreement as presented.

DISCUSSION:

This contract is for jail services to be provided within the KC adult detention system. The agreement sets forth a schedule of fees and charges that have been negotiated by a committee representing the various suburban cities that utilize this service.

The most important features are the indemnification clause holding the City harmless for actions of County employees and provision that KC will provide medical services for City prisoners.

Also, it is important that this agreement is NOT exclusive, thus allowing the City to consider use of the less expensive Issaquah jail for short term confinement.

ALTERNATIVES:

Contract with other municipal agencies. This is a possibility at some future time. However, at this point, no facilities are available that offer the required level of service, including medical coverage and indemnifications.

FISCAL IMPACT:

The net cost, after deductions for fines and forfeitures is difficult to determine without some experience and establishment of trends.

**Interlocal Agreement Between
King County and the City of Sammamish**
for Jail Services

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

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

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

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

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

4. Billing and Billing Dispute Resolution Procedure:

- 4.1. The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).
- 4.2. Withholding of any amount billed shall constitute a dispute, which shall be resolved as follows:
 - 4.2.1. The representatives designated in Section 9 of this contract or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful but in no case later than thirty (30) days following receipt by the County of the written notice described in Subsection 4.5 below, the City shall appeal in writing to the Director of the Department of Adult Detention, who, after receiving a recommendation by the Jail Advisory Committee, shall render a decision in writing to be transmitted by mail to the City.
 - 4.2.2. The decision of the Director shall be final and conclusive unless the City, within thirty (30) days of receipt of the said decision, appeals in writing to the County Executive, for settlement in accordance with Section 12 of this contract.
 - 4.2.3. Any amount withheld from a billing, which is determined to be owed to the County pursuant to the billing dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the negotiated resolution or appeal determination.
- 4.3. Any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be

binding on the parties and shall not be subject to legal question either directly or collaterally.

- 4.4. If the City fails to pay a billing within the times set forth in the above subsection, the City shall be deemed to have voluntarily waived its right to house City Prisoners in the Jail and will remove City Prisoners already housed in the Jail within thirty (30) days. Thereafter, the Jail shall accept no further City Prisoners until all outstanding bills are paid.
- 4.5. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this contract which are revealed by an audit shall be resolved under Section 12.
5. Terms: This contract shall take effect upon execution by both parties. No part of this contract shall be applied retroactively. This contract shall extend to December 31, 2000 and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this contract.
6. Termination: This contract may be terminated by either party prior to the date specified above in Section 5 by providing the other party ninety (90) days written notice. The notice shall state the grounds for termination and the specific plan for accommodating the affected jail population. This Section shall not affect or apply to billings, billing disputes, or cessation of the City's right to use the Jail pursuant to this contract.
7. Indemnification:
 - 7.1. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
 - 7.2. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suite if any principle of

governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- 7.3. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
8. Non-Discrimination/Equality of Employment Opportunity: The County will provide equal employment opportunity in administering this contract, in implementing this contract, and in administering the Jail, and prohibit discriminatory treatment as required by King County Ordinance 4528, or a successor ordinance of at least like effect; any charges referred by the City to the County will be processed promptly.
9. Consultation: The City and the County shall designate representatives for the purpose of administering this contract, and shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon notice to the other. Each party will consult with the other's appropriate designated representatives in preparing annual calculations for determining cost, fees, and charges and before adopting any changes in policies, practices, or procedures which may affect the responsibilities of the other and will try to resolve disputes through their designated representatives.
10. Assurance: The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with a county in the care and treatment of its prisoners, detention facilities provided, or in charges assessed than provided under this contract to City Prisoners and the charges made to the City under this contract. If advantages are provided prisoners of another city or town or to prisoners of the County, like advantages shall be extended to City Prisoners; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this contract. This Section shall not apply to temporary service contracts of less than twelve months' duration; provided that such temporary service contracts shall not cause the City to pay more in maintenance charges and booking fees than the City would have paid without such a temporary service contract.
11. Remedies: No waiver of any right under this contract shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to, or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

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

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

13. State Criminal Charges: The City shall initiate procedures to avoid booking or confining persons by reason of violating or allegedly violating a State statute where such persons could have been booked or confined for a City ordinance. The terms of this Section apply whether the charges are initiated originally in District Court or filed in the District Court following a felony investigation which does not result in the filing of felony information or felony complaint.
14. Jail Advisory Committee: There has been established a Jail Advisory Committee which shall provide consultation and recommendations to the County concerning Jail policies, budgeting and planning relating to the cost and utilization of the Jail by contracting cities and towns. The Jail Advisory Committee shall also make recommendations to the County Executive on billing disputes arising under this contract. The Jail Advisory Committee is established in accordance with Exhibit V.
15. Ancillary Matters: This contract reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of prisoners.
- 15.1 Both parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of prisoners, and the reduction of costs of operating and maintaining Jail facilities.
- 15.2 The County will maintain its program of contacting the City after booking a City Prisoner in order to give notice that the prisoner has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place immediately after booking and will result in no maintenance charges if the prisoner is released to the City within six hours. The County will maintain its program to notify the City of the status of its prisoners in cases where confinement is the result of multiple warrants from two or more jurisdictions. This program will allow the City to take

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

- 15.3 Should the County be charged for hospitalization costs for City Prisoners, excluding costs reimbursable from another jurisdiction, both parties agree to reopen negotiations on this specific point. If an impasse is reached then the process outlined in Section 12 of this contract will be followed.
- 15.4 If any provision of this contract other than Section 8 shall be held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of both parties.
16. Entire Contract: This contract consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I	Method of Determining Billable Charge and Agency
Exhibit II	Exception to Billing Procedure
Exhibit III	Booking Fee
Exhibit IV	Net Maintenance Fee
Exhibit V	Jail Advisory Committee

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

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

King County

City of Sammamish

King County Executive

Manager

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

Department of Adult Detention
May 13, 1999
contracts/Sammamish

EXHIBIT I

Method of Determining Billable Charge and Agency

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

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

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

Exhibit II

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

For persons serving sentences at the North Rehabilitation Facility (NRF) who report directly from the community to NRF for incarceration, prisoner day shall not be defined according to Section, 1C of the Contract for Jail Services. Instead, prisoner day shall be defined as a twenty-four hour period beginning at the time of booking. Any portion of a twenty-four hour period shall be counted as a full prisoner day. The number of days billed for each NRF sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration.

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/90 0700	Released 7/3/90 0700
	Number of prisoner days = 2	

Two-day sentence served on non-consecutive days:

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

The Department of Adult Detention will apply this definition of prisoner day to the City's NRF prisoners by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult Detention, which will make the necessary adjustments.

Exhibit III

Booking Fee¹ - 1999

DAD² Unit Cost

Adopted Budget 1999 (DAD Intake Budget) ³	\$7,490,732
Estimated COLA ⁴	<u>159,484</u>
	\$7,650,216
+/- Year End Adjustments	<u>340,498</u>
Subtotal	\$7,990,714
Projected Number of Bookings	<u>65,723</u>
1999 Per Booking	121.58

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

² DAD = Department of Adult Detention

³ The Adult Detention budget contains personnel and support costs for all services described in Section 3.1 of this contract.

⁴ COLA = Cost of Living Adjustment

Exhibit IV
Net Maintenance Fee¹ - 1999
DAD/DFM* Unit Cost

DAD Adopted 1998 ²	\$86,952,918
Estimated COLA*	<u>1,075,354</u>
Subtotal	88,028,272
Less: Booking Costs (Ref. Exhibit III)	(7,650,216)
Less: Maintenance	<u>(393,808)</u>
Total DAD Maintenance Budget	79,984,248
Facilities Direct Support Costs ³	218,890
Indirect Support Costs ⁴	
Subtotal Direct and Indirect Support Costs	<u>218,890</u>
DAD Budget + Direct & Indirect Costs	\$80,203,138
Less: County Revenues ⁵	(4,079,661)
Less: SMC Transport Costs ⁶	<u>(132,840)</u>
Subtotal Less County Revenue and Transport Costs	<u>(4,212,501)</u>
Net Total Maintenance Costs (NETMC)	\$75,990,637
Projected Number of Maintenance Days	<u>1,195,939</u>
1999 Prisoner Day Maintenance Fee (NETMC/1,013,521)	\$63.54

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

1. Year-end adjustments based on actual COLA, number of bookings, and/or other budget adjustments will increase or decrease the unit cost and the City billings will be adjusted accordingly in the following year.
2. The Department of Adult Detention expenditures for housing and guarding prisoners and for furnishing necessary Jail medical and health care services.
3. Direct County Support Costs, incurred by County departments other than DAD for operation, maintenance and repairs to the Jail. This cost category includes the costs of providing heat, ventilation, and air-conditioning, elevator maintenance and repair, garbage disposal, electricity, engineers, electricians, plumbers, custodians, steamfitters, carpenters, and all necessary materials and supplies, as provided in the King County Budget for the Department of Construction and Facilities Management, Facilities Maintenance Division. All charges will be documented by work orders, invoices, etc. and will be actual costs considered in the year-end adjustment.

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

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

Exhibit V
Jail Advisory Committee

Committee Purpose:

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

Committee Size and Composition

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

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

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

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

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

Appointment of Members:

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

Terms of Committee Membership:

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

*Presented at June 30, 1999
Council Meeting
C99-10*

Court Contract Overview

Sammamish City Council

King County District Court

Judge Mary Ann Ottinger, Issaquah Division

David Cline, Finance Manager

June 30, 1999

Background

- Last contract negotiation completed in 1994
 - lengthy 2 year negotiation
- Several committees review role of the District Court as a regional service provider
 - In 1995, Judge Gain Commission
 - In 1997, Court Case Study for Regional Finance and Governance process sponsored by the Growth Management Planning Committee

Wednesday, June 30, 1999

2

Three Recommendations

- I. Revenue sharing instead of filing fees
- II. Participate and share in capital costs
- III. Long-term agreement

Wednesday, June 30, 1999

3

Current Contract Negotiations

- October 1998 to February 1999
- Suburban City Representation
 - Karen Reed, City of Bellevue, Assistant City Administrator
 - Londi Lindell, City of Federal Way, City Attorney
 - Anne Pflug, Consultant, Suburban City Association Representative
- Three recommendations become framework for new contract

Wednesday, June 30, 1999

4

I. Revenue Sharing

- No cost per case filed in District Court
- County retains 75% of local revenues
- County will pay some city costs:
 - 100% of interpreter costs
 - 50% of jury costs
- City jury (50%) and witness (100%) costs will be subtracted from city revenue portion

Wednesday, June 30, 1999

5

II. Share Capital Costs

- No costs for the new Issaquah facility
- No major capital costs planned
- Future improvements may be shared by County and Cities
- County contributes at least 50% of costs
- Sharing will be based on city's caseload
- Formula ensures that more than one city must agree to new capital costs

Wednesday, June 30, 1999

6

III. Long-Term Agreement

- 5-year, 4-month term (Dec. 31, 2004)
- Two 5-year extensions possible
- 18-month termination notice necessary

Wednesday, June 30, 1999

7

Services Provided Under Contract

- Same court services available as currently provided to other contract cities
- Regular meetings between Court and City representatives

Wednesday, June 30, 1999

8

Current Contract Cities

- 22 cities in King County contract for municipal court services
- Issaquah Division:
 - City of Issaquah - discussions with County
 - North Bend - Consent Calendar, July 6th
 - Snoqualmie - Signed contract

Wednesday, June 30, 1999

9

REQUEST FOR COUNCIL ACTION

Agenda Bill No. C99-10

DATE ACTION IS REQUESTED: June 30, 1999	TITLE: <i>Interlocal Agreement for Provision of Court Services</i>	TYPE OF ACTION: _____ Ordinance _____ Resolution <u> X </u> Motion _____ Other
APPROVED FOR COUNCIL PACKET: <u> X </u> City Manager _____ Dept. Head	ATTACHMENTS: Draft of the Agreement	

SUBMITTED BY: Lee Walton

RECOMMENDATION: Authorize City Manager to execute agreement as presented.

DISCUSSION: Establishes an agreement for a duration of 5 years and four months with automatic extensions of five years. Terminations can occur if alternative plans are adopted and services are created by the City. Filing fees and compensation is set forth on page 3. Monthly and weekly reporting remittances occur with the 25 percent share of Local Court Revenue coming to the City. Other costs and payments are described on page 4.

ALTERNATIVES: The City could develop it's own municipal court or establish a joint agreement with other cities at some point in the future.

FISCAL IMPACT: There will be revenues collected from fines and forfeits. This amount is estimated to be \$24,000 in 1999 with substantially higher amounts in subsequent years. Costs to the city for filing cases with the Court are difficult to estimate at this time.

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

*to the City of Sammamish
Division of the District Court*

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, sentencings, 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.

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

King County

City of Sammamish

King County Executive

City Manager

Date:

Date:

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	Citation	Civil	Total
Judicial Workload by Type of Filing	20.1%	50.7%	29.2%	100%
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.

EXHIBIT C

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

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.

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R99-13

DATE ACTION IS REQUESTED: June 30, 1999	TITLE: A Resolution Establishing the Date, Time, and Location for City Council Study Sessions	TYPE OF ACTION: _____ Ordinance _____ <u>X</u> Resolution _____ Motion _____ Other
APPROVED FOR COUNCIL PACKET: _____ City Manager <u>X</u> Dept. Head	ATTACHMENTS: Resolution R99-13	

SUBMITTED BY: Staff

RECOMMENDATION: Adopt proposed resolution

DISCUSSION: Several Council Committees have been meeting regularly and reporting to the Council about issues discussed at these meetings. There have been joint meetings of some of the Council Committees for study of items that will be presented to the Council for action. The majority of councilmembers have expressed a need to have all information presented to the Council as a total group to allow ample opportunity for discussion. It is proposed that the first and third Wednesdays of each month be established as regular Council Study Session meetings to allow opportunity for staff and Council Committee chairs to present information for review by the Council.

ALTERNATIVES: Do not establish a regular Study Session meeting schedule. Study Session meetings could be scheduled on an as needed basis.

FISCAL IMPACT: No fiscal impact

CITY OF SAMMAMISH
WASHINGTON

RESOLUTION NO. R99-13

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, ESTABLISHING THE DATE, TIME, AND
LOCATION FOR CITY COUNCIL STUDY SESSIONS**

WHEREAS, the City Council of the City of Sammamish desires to establish the meeting date, time, and location for City Council study sessions; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, AS FOLLOWS:

Section 1. City Council Study Session Meeting Date, Time, and Location Established.

- A. Date: First and third Wednesdays of each month;
- B. Time: 7:30 p.m.;
- C. Location: Sammamish Water & Sewer District offices
1510 228th Avenue SE, Issaquah, Washington 98029.

PASSED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, AT A REGULAR MEETING THEREOF THIS ____ DAY OF JUNE, 1999.

CITY OF SAMMAMISH

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

Ruth Muller, Interim City Clerk

Approved as to form:

Bruce L. Disend, Interim City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.:

Submitted June 30, 1999
Council Meeting
R 99-14

Seattle Post-Intelligencer

OP-ED

Seattle Post-Intelligencer • Friday, May 7, 1999 • A17

BPA plays favorites with customers

By WILLIAM WEAVER

President Clinton's energy-restructuring plan drew widespread media attention recently for vowing to let the Northwest retain the low-cost electricity from its federal dams. Overlooked by the media, however, was the fact that most Northwesters stand to get very little of that inexpensive power.

The Bonneville Power Administration, with the Clinton administration's tacit approval, wants to deny a majority of the Northwest's residents their fair share of our region's cheap federal hydropower. It is undisputed that if BPA's "subscription" plan is implemented, 60 percent of the region's households will receive only about 21 percent of the Northwest's federal power benefits.

That's right. Sixty percent of the region's families — those who buy their electricity from an investor-owned utility such as Puget Sound Energy or Portland General Electric — won't get anywhere near their proportionately fair share of the low-cost federal power. They will, in effect, be treated like second-class citizens.

Preserving low-cost federal power for the region is important. But it's equally important that all Northwest residents be treated fairly. People who are economically less fortunate and retirees living on fixed incomes are particularly vulnerable to the BPA's wrong-headed decision to favor one set of utility customers over another.

Is a single mother earning \$20,000 a year who buys electricity from Puget Sound Energy less deserving of inexpensive federal power than a huge metal-processing factory

that gets its power directly from BPA? Is a retiree living on Social Security who receives his electricity from Portland General Electric less worthy of the Northwest's cheap federal power than a giant oil refinery served by a public utility district? Most people would say "no." But, evidently, not BPA.

Grand Coulee and the 28 other federal dams in the region generate some of the cheapest electricity in the world. Those fortunate enough to get that cheap federal hydropower enjoy a great bargain. That's because BPA sells the Northwest's federal power at cost — considerably below the going market price of electricity.

Moreover, the gap between the federal power's cost and the higher market price of alternatives is expected to widen in the years ahead. A great bargain now will be a tremendous bargain later on.

BPA senior vice president Steve Wright underscored that point in a March 22 memo to the Northwest's congressional delegation. "Forecasts of market prices for electricity have been rising like a helium balloon in the last six months," he wrote. "... the increases in forecasted (market) prices are increasing demand for Bonneville's product." Wright's memo says that, in the coming decade, BPA power should sell for about one-third less than market-rate power.

But who gets to buy that cheap federal power? And who has to rely on higher-priced alternatives? Couldn't BPA raise the price a little so as to provide equitable benefits to all families and still keep federal power well under market prices? Those are the critical questions. How they get answered affects every Northwest family's pocketbook.

Right now, approximately 55 percent of the Northwest's "firm" federal power goes to industrial and commercial users — not to families. By themselves, 15 politically powerful industrial users — mainly aluminum smelters — get about 25 percent of the region's low-cost federal electricity.

That's hardly what President Franklin D. Roosevelt and other leaders of his generation had in mind when they created the Bonneville Power Administration in 1937 and, with tax dollars, set about building our region's hydroelectric dams. Their goal was to bring cheap power to families and farmers — not to giant industries.

BPA has an opportunity to correct a blatantly unfair "balance of power," to put the region's families and small farms ahead of large companies. But so far, BPA is doing just the opposite — and 60 percent of the Pacific Northwest's citizens are poised to be the big losers.

Most of BPA's current power-sales contracts expire Sept. 30, 2001. Behind closed doors, the federal agency already is negotiating contracts to sell power beyond 2001. Those "subscription" contracts can lock up the scarce, cheap federal power for as long as 20 years.

Unfortunately, the administration electricity bill does nothing to remedy BPA's inequities. In fact, it makes them worse by allowing BPA to exercise its monopoly control over the region's high-voltage transmission lines and force investor-owned-utility customers to help subsidize the cost of federal power they won't receive.

Many issues surrounding today's electric industry are complicated. But there's nothing complicated about the fact that federal officials are now dividing up billions of dollars worth of below-market power benefits in a way that shortchanges 60 percent of this region's people.

The issue is a political powder keg waiting to go off under the region's elected officials. Unless the BPA changes its power-allocation plan, millions of Northwesters will want to know why their lawmakers allowed BPA to give them the short end of the stick, why they were denied hundreds of millions of dollars in power benefits that were rightfully theirs.

Before it's too late, elected officials, the media and Northwest utility customers ought to blow the whistle and call time out on BPA's subscription process. They should insist that BPA not proceed one more inch until it demonstrates that the 60 percent of the region's families served by investor-owned utilities will get 60 percent of the Northwest's federal power benefits.

Just because some people don't get their power from a "preference" agency doesn't mean they are second-class citizens. Everyone in the Northwest should be treated equally when it comes to allocating such taxpayer benefits as federal hydropower.

■ William Weaver is president and chief executive officer of Puget Sound Energy.

Preserving low-cost federal power for the region is important. But it's equally important that all Northwest residents be treated fairly.

1st-11 Fax Note 7671
Date: 7/1/99 # of pages: 14
From: Kath Muller
City: Porty Semmemish
Phone: 425-898-0660
Fax: 425-898-0669

OPINION

PUBLIC VS. PRIVATE

All utility customers entitled to savings from federal power

I was pleased to read that Puget Sound Energy's boss wants Congress to preserve the hydropower benefits I and other Puget customers get from the Columbia River's federal dams. I was a bit alarmed, though, to later read the Washington Public Utility District Association's rebuttal, which basically said Puget just wants cheap federal power so it can line the company's own pockets.

Not knowing who to believe, I called Puget Sound Energy. What I learned is that federal law expressly forbids a utility from profiting from federal dams' low-cost power. Every cent of the residential power benefits Puget receives from the Bonneville Power Administration is passed through to the families and small farms that buy the utility's electricity.

It makes perfect sense to me that a utility — whether it's owned by government or private investors — not be allowed to profit from a public resource such as Grand Coulee Dam. What doesn't make sense is the public utility association's claim that its customers are somehow more entitled to savings from federal dams than those of us served by an investor-owned utility.

Isn't the federal government supposed to serve us all equally? Think about it: Should someone who lights his home through the wires of a government-owned utility have more right to a valuable federal resource than me just because I get electricity from private enterprise? The state PUD association evidently thinks so. But I don't.

If the law in fact allows this kind of blatant inequity, then I say we sharpen our pens and rewrite the law.

Mary Ann Stipp
Kent

Puget steps up campaign for more power benefits

By CASSANDRA SWEET
EJI staff reporter



Three months after filing a lawsuit in federal court, Puget Sound Energy is coordinating a lobbying and public affairs campaign aimed at changing a new federal power policy that could significantly raise its customers' energy rates.

At issue is a new subscription strategy introduced by the Bonneville Power Administration (BPA) to negotiate power contracts with public and private utilities for 2001-2006.

What
Bonneville Power has said is that equity is not in the law and that customers of shareholder-owned utilities are not entitled to equitable treatment.

The amount of cash benefits the BPA has decided to give Puget in lieu of power — under the residential exchange program — is unfair and insufficient to cover the costs of providing affordable energy services to Puget's customers, said Joe Quintana, Puget's vice president of external relations.

"What Bonneville Power has said is that equity is not in the law and that customers of shareholder-owned utilities are not entitled to equitable treatment," Quintana said.

"What they're saying is that since public utilities have first call to the power and it's a limited resource, customers of shareholder-owned utilities are only entitled to leftovers."

The Northwest Power Act of 1980, which set up the formula by which the BPA distributes cash benefits for power it can't provide, was "intended to provide rate relief" to residential and small-farm customers, Quintana said.

If Puget doesn't get what it needs in cash ben-

efits from the BPA, its customers could end up having to pay as much as \$175 more per year for electricity, he said.

In March, Puget filed a lawsuit with the 9th U.S. Circuit Court of Appeals, asking for a formal review of the BPA's new allocation plan.

With its BPA contract expiring in 2001, Puget is lobbying Congress for legislation that would create a power benefit distribution plan that would be more favorable to Puget and other private utilities.

The company has launched a consumer education campaign to notify more than 6 million Northwest residents and farmers served by private utilities of the situation and encourage them to ask their Congressional representatives to introduce legislation to change the BPA's policy.

According to Puget, the BPA's new plan gives 60 percent of Northwest citizens — those served by investor-owned utilities — only 21 percent of the region's federal hydropower benefits.

Puget lawyers plan to travel to San Francisco next month to talk with a court mediator about the status of the case.

The BPA's previous arrangement with Puget was a subsidy that was jacking up the price of power for public utilities, said Ed Mosey, a spokesman for the federal agency.

"If the benefits we provide to investor-owned utilities for their customers start to drive up rates to public utility customers, we have to limit

those benefits," Mosey said.

And Bonneville's new power allocation plan, if anything, is a better deal for Puget than what the utility currently has, Mosey said.

"We've invented a way of selling power that provides (private utilities) with more benefit than they would have received under the old subsidy," Mosey said.

Asked why, if the BPA plan is so good, Puget is demanding a better deal, Mosey said: "I can only speculate that the reason is their costs are very high. They are the highest cost utility in the Northwest and they are suffering potential losses of customers."

'If the benefits we provide to investor-owned utilities for their customers start to drive up rates to public utility customers, we have to limit those benefits.'

Puget executives said that when federal power dried up in the 1980s, private utilities were forced to go on and find new, more expensive sources of power.

The tradition: mechanism of financial benefits spreads the costs of those expensive resources, so customers of private utilities can enjoy the same low cost power as customers of public utilities do, says Roger Thompson, a spokesman for Puget.

"What we believe would be fair is for the Bonneville Power Association to provide all residents and small farmers in the region with what we believe is an equitable share of that federal power benefit, of the value of that power," Thompson said.

"We think the best way to do that is to go back to the residential exchange and apportion that benefit equally among all the people in the region."

— Joe Quintana

vice president
of external relations,
Puget Sound Energy

— Ed Mosey

spokesman,
Bonneville Power Administration

Monday, June 14, 1999

Eastside Journal

Opinion

cle that the agency is required by law to give the customers of government owned utilities "preference" for the Northwest's cheap federal electricity from Columbia River dams.

Meanwhile an official with Puget Sound Energy, city electricity provider and not government owned, said the law requires Bonneville to distribute federal power benefits fairly and equitably among all Northwest residents, no matter what utility serves them.

So who do we believe? It seems clear to me that since all taxpayers paid to develop the Columbia River hydroelectric system, all of

us should share the energy it produces. If the current law requires fairness and equity, let's enforce it and make Bonneville share the energy fairly among all Northwest residents. Alternatively, if the law requires inequity and discrimination, let's change the law now.

I don't know if the concept of "Public Preference" made sense back during the Depression when it was invented, but it surely makes no sense now. Why should someone who currently happens to live in Seattle or Tacoma get more of the inexpensive federal power than those of us on the Eastside?

C. Hunter Branham
Bellevue

ELECTRICITY

Make it fair for all

A Bonneville Power Administration spokesman said in a June 4 Eastside Journal arti-

BPA and industry agree on electricity rates

The Associated Press
6/25/99 4:23 AM

PORTLAND, Ore. (AP) -- After weeks of negotiations, the Bonneville Power Administration reached agreement with heavy industries on power supply contracts for 2001-2006 -- a settlement that leaves some companies with less BPA electricity than they need for full operations.

While the final terms of Thursday's deal mainly reduce the electricity supply for Northwest aluminum smelters, it still guarantees them more power than consumer groups and public utility districts thought they should receive.

Under the agreement, seven major industrial customers would buy 1,170 megawatts of power at \$23.50 per megawatt hour or a variable rate depending on the price of aluminum. The companies can reduce the rate to \$23 per megawatt hour by making comparable investments in renewable energy or conservation measures.

The agreement comes at a time when aluminum prices have been depressed, largely because of increased foreign competition. Smelters in Oregon, Washington and Montana produce about 38 percent of all American aluminum.

At the same time, the BPA no longer can meet all the demands of its residential and industrial customers from power generated at 29 federal dams and one nuclear plant. To fill in the gaps, the agency will have to buy more than half of its energy on the open electricity market.

That means the total power available to the direct-service industries is down from the 2,000 megawatts being sold in current contracts at \$22.50 per megawatt hour.

"We knew there would be a ramp down from the prior contracts, but we never thought the ramp would be this big," said Jason Eisdorfer, attorney for the Citizens Utility Board, a nonprofit corporation that

"We are relying on the BPA to predict the future of aluminum rates; Eisdorfer said. "If the rates stay low, this could be a better deal for aluminum companies than anyone ever imagined."

BPA Administrator Judi Johansen said the large industries that buy power directly from the BPA employ nearly 10,000 workers, including many in rural areas where other well-paying jobs are scarce.

"It's a jobs issue," she said. "The region has a 50-year relationship with these companies. To walk away abruptly from it has some serious consequences. That's something for the region to debate, not a decision for the BPA administrator to make."

Aluminum makers who can't meet their electricity requirements from BPA's allotment will look to buy power on the market as well.

Steve Waddington, a consultant who represented Reynolds Metals BPA negotiations, said market rates currently are in the range of \$25 per megawatt hour, but he said they can fluctuate dramatically depending on factors such as weather, demand and planned or unplanned plant shutdowns.

Kevin O'Meara, senior economist for the Public Power Council, which represents 114 consumer-owned utility districts in four states that border Bonneville, said the deal appears to increase some risks for residential and small-business customers, even though their rates will be affected immediately.

O'Meara said in the future, the agency can assess surcharges on its buyers if it is unable to meet its obligations for fish enhancement programs and payments toward the retirement of federal dam construction costs.

BPA policy change could bring government takeover of electricity

By Richard Davis

For the past 20 years, all Northwest residents have had access to the benefits of the low-cost electricity generated by Columbia River federal dams and marketed by the Bonneville Power Administration. Now, Bonneville wants to change that.

If the agency has its way, residential customers of investor-owned utilities will see their benefits slashed, while the benefits reserved for customers of government- and cooperatively-owned utilities will remain the same.

Some say, no problem. If customers of investor-owned utilities want the benefits, let a government utility take over the service. That way they can retain preferential access to the electricity marketed by Bonneville.

Already an environmental group says Portland should form a municipal utility out of plant and equipment owned by two such companies — Portland General Electric and Pacific Power. One reason for the proposal: continued access to cheaper power from Bonneville.

The public policy implications should frighten any supporter of free-market competition. The energy market is skewed by policies favoring government-owned utilities, which can offer electricity at lower prices because of three substantial subsidies: an exemption from federal income taxes, the ability to issue tax-exempt securities and, most important, preferential access to Bonneville-marketed power.

Since 1980, residential

utilities also have benefited from low-cost Bonneville power as a matter of fairness. The Northwest Power Act created a mechanism called "the residential exchange" to ensure that all Northwest residents could share equally in Bonneville benefits, regardless of who provided them with electricity.

The program allows residential and small-farm customers of investor-owned utilities to pay the same low prices Bonneville charges so-called "preference" customers, i.e., municipal utilities, public utility districts (PUDs) and electric cooperatives. The investor-owned utilities have received a cash payment roughly equal to the difference between their cost for electricity and the price of Bonneville power. The value, then, has varied depending on the investor-owned utilities' cost, and not every investor-owned utility in the Northwest has participated. The utilities cannot profit from the program. All of the benefits are directed to their residential customers.

Bonneville intends to replace that program with a "Subscription Plan" for allocating power from the federal dams. Under the new plan, investor-owned utilities will be limited to a mix of power and benefits worth much less to their customers than what they are currently receiving.

For the five-year period beginning October 2001, Bonneville plans to allocate most of its 6,300 megawatts of federal power to the region's 130 public utilities, which by law have priority over other buyers. The Northwest's private utilities will be restricted to 1,800 megawatts, less than half

provide the benefit to all residential customers.

By capping the benefit, Bonneville sharply limits the amount of low-cost power available to residential customers of investor-owned utilities. Some will face sharply higher prices. And the pressure for government takeover will mount.

The shift in Bonneville policy further tilts the existing competitive imbalance between investor-owned utilities and government-owned utilities.

The head of the association of public utility districts offers his plan to assure all Washington residents access to low-cost federal power. He encourages cities to form their own government-owned utilities, a practice known as "municipalization."

Municipalization advocates tout their low prices, citing their nonprofit status and efficiency when attacking investor-owned utilities. But they remain silent on the real source of the price differential — the massive taxpayer subsidies they receive.

A study by the Washington Institute Foundation confirms the rate discrepancy — a nearly 48 percent difference between private and government utilities — and finds that nearly 80 percent of the difference can be explained by federal, state and local policies favoring the government-owned utilities. The most significant benefit is preferential access to low-cost Bonneville power. That advantage alone, according to the foundation, provides a rate advantage to municipal utilities and PUDs of about 16.4 percent, or \$324.46 per customer.

remembered in considering municipalization and the residential exchange:

■ It's subsidy, not efficiency, that allows government-owned utilities to sell power more cheaply than the investor-owned utilities. Bonneville-marketed power is subsidized by taxpayers nationally, including customers of Northwest investor-owned utilities. The Northwest Power Act makes it clear that the benefits of this subsidized power are to be shared by all residential customers in the region.

■ Beyond the issue of apportioning federal-power benefits, it's also clear that government provision of electricity is not essential. It may no longer even be appropriate. And certainly it should not be encouraged by subsidies to government utilities.

■ Not long ago, politicians touted the benefits of a government-run health care system. Municipalization represents a similar threat to consumer choice, technological innovation and market accountability.

■ By funding fully the residential exchange program, Bonneville can preserve the regional benefit of low-cost hydroelectric power for all Northwest residents without encouraging the perilous practice of government takeover of private enterprise.

Richard Davis is president of the Washington Research Council. The council is an independent public policy research organization and was formed in 1932. Readers can get additional information via the council's Web site



June 1, 1999

BPA Subscription Questions and Answers

1. What is the Bonneville Power Administration's "Subscription Plan"?

It is BPA's proposed allocation of the low-cost electricity generated by federal dams on the Columbia-Snake river system. The subscription plan spells out how the agency proposes to apportion federal power (or in some cases, the power's equivalent monetary benefits) for distribution after Oct. 1, 2001. Subscribers' post-2001 power contracts could run anywhere from three to 20 years.

2. Why is BPA power such a good deal?

It's a significant bargain because it costs little to produce and BPA sells it at cost rather than at a higher, open-market value. According to Northwest Power Planning Council estimates, the federal power could be priced as much as \$5.6 billion below market-rate power from October 2001 through September 2006. The Northwest's federal electricity is expected to sell for about a third less than it would fetch on the open market, according to the council's forecasts.

3. Do the federal dams generate enough power to serve all of the region's electricity needs?

No. In 1997, the BPA power system met only about one-third of the Northwest's total demand for "firm" power. So the critical question is: Who gets to buy that power, and who has to buy higher-cost alternatives? Obviously, those who buy BPA's scarce power get a tremendous economic benefit.

4. Who receives the benefits of low-cost BPA power?

Federal law gives a preference for first call on BPA power to the residential, commercial, and industrial customers of the Northwest's government-owned utilities and electric cooperatives. In addition, under the 1980 Northwest Power Act, residential and small-farm customers of the region's investor-owned utilities are supposed to share in the *benefits* of the system through lower electricity rates.

5. How are BPA power benefits distributed?

Government-owned utilities and electric cooperatives sign up to buy BPA power at a special "preference" rate – the lowest rate BPA offers. Additionally, 15 large "direct-service industries," primarily aluminum plants, have been allowed to buy inexpensive federal power. At present, the residential and small-farm customers of investor-owned utilities don't receive BPA power directly. Instead, they receive a special pass-through credit that reduces their local utility bill.

The “Residential/Farm Exchange” credit, implemented in 1981, recognized that *all* residential and small-farm customers in the Northwest should pay the same rate for their power supply. Even though government utilities can buy low-cost BPA power directly, many also are eligible for Residential Exchange benefits. Since the inception of the Exchange program, the Northwest’s government utilities and cooperatives have received \$372 million in Exchange credits for their customers.

6. Does PSE receive any of the Exchange benefits its customers get from BPA?

No. The Regional Power Act mandates that *all* residential Exchange benefits go *only* to residential customers. Utilities themselves are not allowed to profit one dime from these federal benefits; they receive *none* of the Exchange credit.

7. How are BPA benefits to investor-owned-utilities’ residential customers calculated and distributed?

The Exchange provision of the 1980 Northwest Power Act was supposed to ensure that all residential and small-farm customers in the region receive an equitable share of the region’s federal hydropower benefits – regardless of which utility delivers their power. The intent was to strike a balance between competing needs in the region. Under the 1980 law, BPA was to pay an exchanging utility the difference between BPA’s “preference” rate and the utility’s higher cost of providing energy from facilities more expensive to build and operate than the federal hydroelectric projects built with tax dollars. The entire payment is then used to reduce the rates paid by the utility’s residential and small-farm customers. By law, utilities receive none of the Exchange credit and pass through the entire amount to their customers.

8. Will the BPA plan provide equitable power benefits for Northwest residential customers?

No. In place of the Exchange, the subscription plan proposes that residential and small-farm customers of shareholder-owned utilities collectively receive a mix of power and cash payments. That mix is estimated to be only about one-fourth of the *benefits* these customers rightfully are entitled to under a fair, fully funded Residential Exchange program.

Subscription is even more unfair to Puget Sound Energy’s residential customers; they’d likely get only about one-sixth of the benefits they’re entitled to receive under a fully funded Residential Exchange program.

9. So what share of benefits would residential customers of investor-owned-utilities get?

The Northwest’s investor-owned utilities serve about 6.5 million people – 60 percent of the region’s population. But under the BPA subscription plan, these individuals and families would receive only about 21 percent of the region’s federal power benefits. (These benefits are passed along entirely to consumers; their utilities receive none of the proceeds.) This unfair BPA allocation defies the central purpose of the region’s federal hydroelectric system: low-cost power for *all* Northwest families and small farms.

10. How much would the BPA plan cost Puget Sound Energy's 793,000 residential customers?

A fair, fully funded Residential Exchange program would provide PSE's residential and small-farm electricity customers with power benefits averaging up to about \$164 million annually between 2001 and 2006. Based on data from BPA and the Northwest Power Planning Council, BPA's proposed subscription plan most likely would provide PSE customers, averaged over five years, only about \$26 million annually. The \$690 million loss in benefits would cost PSE residential customers, on average, about \$870 each over five years.

11. If the region's federal power is supposed to benefit the Northwest's "people," why do 15 big industries get to buy low-cost federal power directly from the BPA?

Many of these so-called "direct service industries," or DSIs, are aluminum smelters that were lured to the Northwest by the federal government in the late 1930s. The government gave them access to the region's cheap federal power so they could manufacture and supply aluminum to the military during World War II. The "DSIs" have had access to BPA power ever since, even though today their massive power demands and marketplace muscle would enable them to buy on the open market some of the lowest-cost electricity in the country.

12. How much low-cost federal power do the direct-service industries receive?

The BPA's 15 heavy-industrial customers presently consume about one-fourth of all the BPA's inexpensive power. These direct-service industries won't have a legal entitlement to BPA power after October 2001. Nevertheless, BPA says it expects to continue serving their power needs beyond 2001 – even after BPA's obligation to sell them power has been written out of the law. Meanwhile, the BPA subscription plan gives the residential customers served by private enterprise – 60 percent of the region's population – only about a quarter of the power *benefits* they are entitled to as matter of law and simple fairness.

13. Is there enough low-cost federal power to meet the electricity demand of all the region's residential and small-farm customers?

Yes. The region's federal power system provides about 8,500 average megawatts of "firm" electricity. The Northwest's annual power load for *all* residential customers is currently about 6,500 average megawatts.

14. So why isn't there enough low-cost "preference" power for the residential customers of investor-owned utilities?

There is. But about two-thirds of the Northwest's inexpensive "firm" federal power now goes to the DSIs and to the commercial and industrial customers of government-owned utilities and electric cooperatives. (Business customers of investor-owned utilities don't receive low-cost federal power benefits.)

15. How can equity be restored?

There are a number of ways to restore the fairness that BPA's subscription plan lacks. One is to clarify the intent of the Northwest Power Act and fully fund the Residential Exchange program. The current method of calculating Residential Exchange benefits is subject to error because it contains loopholes based on a large number of hypothetical assumptions. These loopholes have the effect of denying the customers of shareholder-owned utilities, especially in high-growth areas like Portland and the Puget Sound region, their fair share of federal power benefits. The loopholes need to be closed. The thing all proposals for restoring fairness have in common is they require the region's elected officials to take the leadership on allocating BPAs benefits, rather than allowing these decisions to be made by an unelected bureaucracy.

16. Would BPA have to raise rates for government-owned utilities to provide equitable benefits to residential customers of investor-owned utilities?

We don't know. We do know, however, that the government-owned utilities and the electric cooperatives would continue to get BPA power at a price below what they would have to pay for alternative power in the open market. But rather than getting a disproportionately large share of the benefits as they would under BPA's current plan, these utilities and their customers would be sharing the benefits fairly with the rest of the region's families and small farms.

BPA Subscription Key Points

Subscription Basics

- “Subscription” is the Bonneville Power Administration’s new method for allocating low-cost federal hydropower from the federal dams on the Columbia-Snake river system.
- Subscription power sales begin Oct. 1, 2001. Contracts can last anywhere from three to 20 years. Closed-door BPA contract negotiations with potential subscribers already have begun.

Who’s Eligible for BPA Power

- A central purpose of the 1980 Northwest Power Act’s Residential Exchange was to ensure that the low-cost power produced by the region’s federal dams would be used to provide low electric rates for all the region’s residential and small-farm customers.
- Public utility districts, municipal utilities, and electric cooperatives get first claim for federal power. They buy BPA power at its lowest, “preference” rate.
- In addition, the Northwest Power Act intends for residential and small-farm customers of investor-owned utilities to share equitably with government-utility customers in the *benefits* of BPA power. Since 1981, investor-owned-utility customers have received federal power benefits as a monthly “Residential Exchange” credit on their electricity bills. The BPA subscription plan effectively would eliminate the Exchange program.
- After 2001, BPA’s 15 “direct service industries” lose their legal entitlement to federal power.

Amount of Power Available

- The Northwest’s federal power system annually provides about 8,500 average megawatts of “firm” electricity. That’s about one-third of the region’s demand for electrical power.
- Through “subscription,” BPA is offering to sell about 6,400 average megawatts annually from fall 2001 to fall 2006. As various current BPA power contracts expire, somewhat more low-cost federal power should be available in subsequent years.
- The Northwest’s entire residential power demand is about 6,500 average megawatts per year – roughly the same amount of power BPA is offering under “subscription.”
- BPA sells a significant amount of “surplus” power to California utilities; in 1997, BPA sold \$373 million worth of power – 16 percent of BPA’s ’97 revenues – outside the Northwest.

Price of BPA Power

- Under federal law, BPA power generally is sold at cost. Northwest Power Planning Council forecasts say BPA power could be priced as much as \$5.6 billion below its market value during the 2001-2006 period.

Effects on PSE Residential Customers

BPA Plan Would Cost PSE Customers Millions ...

- Puget Sound Energy and the Northwest's other investor-owned utilities serve 60 percent of the region's households and small farms. But under the BPA "subscription" plan, this 60 percent of the public – roughly 6.5 million people – would receive only about 21 percent of the region's federal power benefits.
- BPA subscription could increase power costs for PSE residential customers by as much as 20 percent. On average, PSE residential customers could lose up to nearly \$900 each in federal power benefits over the first five years of the post-2001 subscription plan.
- PSE serves about 793,000 residential customers – approximately 19 percent of the region's households. Depending on the price of BPA power, the agency's subscription plan likely would give these PSE customers only about 3 percent to 6 percent of the region's total federal-power benefits after 2001.

... While Other NW Energy Users Profit

- About two-thirds of the region's low-cost firm federal power goes to the business and industrial customers of government-owned and cooperative utilities, and the BPA's 15 direct-service industries.
- One-fourth of the region's low-cost BPA power now goes to just 15 large industrial customers (mostly aluminum makers) that buy electricity directly from BPA. BPA has no legal obligation to sell power to these 15 customers after 2001, but has stated its intent to do so anyway.

Congress Must Restore Equity

There are a number of ways to restore fairness:

- 1) PSE believes the best way is for Congress to take steps to ensure that the Residential Exchange program provides all Northwest residential and small-farm customers with fair and equitable benefits from the region's federal hydropower system.. That is what the program is supposed to achieve.
- 2) Another way to create more fairness is to take some of the estimated \$1.4 billion reserve BPA is amassing and use it to help provide equitable financial benefits to residential customers of investor-owned utilities.
- 3) BPA also could raise its power rates a little for public agencies so that residential power benefits can be spread more evenly across the region.



June 1, 1999

BPA Subscription The Real Issues

- 1. The issue is fairness. ALL Northwest residents, no matter where they live, deserve a fair and equitable share of the region's federal power benefits.**
 - Over the first five years of the post-2001 subscription period, PSE residential customers could lose as much as \$138 million a year, on average, in benefits they're entitled to. The loss of those benefits could translate into an increase in their power costs of up to 20 percent. This denial of benefits could cost each PSE residential customer, on average, nearly \$900 over five years.
 - Is a single mother of two working for low wages entitled to less than a Fortune 500 company located in an area served by a government-owned utility? Is a retired school teacher living on Social Security less deserving of federal power savings than a multimillionaire served by a public utility district? Of course not. But that's precisely the kind of inequity rooted in the BPA plan.
 - BPA and government-owned utilities will tell you this inequity is actually required by law – the 1937 law that gives government utilities “preference” for BPA power. But they ignore the intent of other laws, such as the 1980 Northwest Power Act, to equitably provide power *benefits* to all Northwest residents, regardless of which utility serves them.
- 2. Puget Sound Energy and other Northwest investor-owned utilities make no profit from BPA benefits to residential customers. All Exchange benefits the utilities receive from BPA are passed through directly to customers.**
- 3. The BPA proposal upsets the regional political balance achieved by the 1980 Northwest Power Act. Regional consensus is needed to preserve Columbia River federal hydropower for the Northwest. The basis of consensus is fairness.**
 - BPA's subscription plan creates two classes of citizens, depending on where they live. The first class – people living in areas served by government-owned utilities – get all the federal power they need at the lowest price. The second class – people who live in areas served by private enterprise – gets substantially less.
 - BPA's subscription plan gives 60 percent of the Northwest's people – those served by investor-owned utilities – only 21 percent of the region's federal power benefits. In other words, 60 percent of the Northwest's households get only 21 percent of the pocketbook savings that low-cost federal power is meant to provide.
 - To preserve the Northwest's low-cost federal hydropower for the region, we need to bring people together, not pull them apart.

4. This issue requires political leadership. The Northwest members of Congress, not an unelected bureaucracy, should decide how federal power benefits should be distributed among Northwest families.

- Political leaders, not an unelected bureaucracy, should make the decisions about what is best for the region.
- The region's members of Congress need to step forward and forge a consensus that treats everyone in the Northwest fairly. Without their intervention, the BPA subscription plan could jeopardize the region's ability to retain its low-cost federal power by driving a wedge between Northwest citizens.
- Claiming its hands are tied by federal law, BPA has urged the region's regulatory commissions to accept a discriminatory *political* deal, a deal that is unfair to the customers of utilities operated by private enterprise. That's why the Northwest delegation must step in and restore fairness.

5. People need to make their voice heard now in Congress, because BPA intends to begin a rate-setting process on this issue in June. People need to ask their representatives in Congress to take whatever action is necessary to ensure that BPA provides ALL Northwest residents their full and fair share of federal power benefits.

- The hour is late. BPA is about to start a rate case that could further help cement its unfair proposal. And that will happen unless citizens put a stop to it by immediately contacting their congressional representatives and voicing their concern.
- People who believe in fairness and equity can't remain silent. Vocal outrage, not irate silence, is the only thing that will overturn the unfair, wrong-headed BPA plan. People must stand up NOW and ask their representatives in Congress to support reforms that will fully fund the Residential Exchange and restore citizens' fair share of benefits from our federal power system.
- Citizens can't let themselves be shortchanged by this unfair plan. They must move quickly to stop "subscription" dead in its tracks and devise a new and better plan to treat ALL people in the region fairly and equally.

REQUEST FOR COUNCIL ACTION

Agenda Bill No. R99-14

DATE ACTION IS REQUESTED: June 30, 1999	TITLE: Declaring Cities objection to the Bonneville Power Administration's current power allocation plan.	TYPE OF ACTION: <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Other
APPROVED FOR COUNCIL PACKET: ____ City Manager ____ Dept. Head	ATTACHMENTS: List of "key points" provided by Puget Sound Energy	

SUBMITTED BY:

Mayor Dyer

COMMENDATION:

motion to adopt Resolution R99-14 (voice vote)

DISCUSSION:

See attachment

ALTERNATIVES:

Not adopt Resolution

FISCAL IMPACT:

Potential increase in power rates paid by City residents, businesses and governmental agencies.

CITY OF SAMMAMISH

RESOLUTION NO. R99-14

**A RESOLUTION DECLARING THE CITY OF SAMMAMISH'S
OBJECTION TO THE BONNEVILLE POWER ADMINISTRATION'S
CURRENT POWER-ALLOCATION ("SUBSCRIPTION") PLAN,
AND INSISTING THAT THE BONNEVILLE POWER ADMINISTRATION
FULFILL ITS STATUTORY OBLIGATION TO PROVIDE EQUITABLE
POWER BENEFITS TO ALL RESIDENTIAL AND SMALL-FARM
UTILITY CUSTOMERS IN THE PACIFIC NORTHWEST**

WHEREAS, the Bonneville Power Administration (BPA) is charged with selling all the low-cost electricity generated by the federal dams on the Columbia River and its tributaries; and

WHEREAS, the Pacific Northwest Electric Power Planning and Conservation Act of 1980 (Northwest Power Act) created a Residential Exchange credit designed to provide the residential and small-farm customers of investor-owned utilities an equitable share of the Northwest federal power system's benefits, and ensure that these families receive electrical power supplies at the same low rate as the customers of government-owned utilities; and

WHEREAS, BPA's implementation of the Residential Exchange unfairly results in the effective termination of the Exchange program, and

WHEREAS, all the Residential Exchange benefits from BPA go to Northwest families, with none of the proceeds going to their serving utilities; and

WHEREAS, BPA is arbitrarily proposing to replace the Residential Exchange program with a "subscription" power-allocation plan that discriminates against the customers of investor-owned utilities by denying them their fair share of federal power benefits; and

WHEREAS, the BPA "subscription" plan offers the residential and small-farm customers of Northwest investor-owned utilities – people who make up 60 percent of the region's population – only 21 percent of the benefits of the Northwest's federal hydropower system; and

WHEREAS, the "subscription" plan would deny the families and small farms served by Puget Sound Energy as much as \$138 million annually in benefits to which they are entitled – an average benefit loss of \$175 per year per family; and

WHEREAS, BPA's plan would cause an increase in power costs of up to 20 percent for Puget Sound Energy residential and small-farm customers. NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, AS FOLLOWS:

Section 1. The City of Sammamish does hereby insist that the Bonneville Power Administration ~~abandon~~ ^{account of modification} its "subscription" plan and meet its obligation to provide the residential and small-farm customers of investor-owned utilities in the region with a fair and equitable share of the Northwest's federal hydropower benefits.

Section 2. The City of Sammamish respectfully petitions ^{presenting} the Northwest's representatives in Congress to stop BPA from moving forward with its "subscription" plan, and to support legislative actions that result in a ~~fully funded and correctly implemented~~ ^{on a fairly} Residential Exchange.

*Section 3 -
Passed this 30th day of
June 1999*

CITY OF SAMMAMISH

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

Ruth Muller, Interim City Clerk

Approved as to form:

Bruce L. Disend, Interim City Attorney



June 1, 1999

BPA Subscription Key Points

Subscription Basics

- "Subscription" is the Bonneville Power Administration's new method for allocating low-cost federal hydropower from the federal dams on the Columbia-Snake river system.
- Subscription power sales begin Oct. 1, 2001. Contracts can last anywhere from three to 20 years. Closed-door BPA contract negotiations with potential subscribers already have begun.

Who's Eligible for BPA Power

- A central purpose of the 1980 Northwest Power Act's Residential Exchange was to ensure that the low-cost power produced by the region's federal dams would be used to provide low electric rates for all the region's residential and small-farm customers.
- Public utility districts, municipal utilities, and electric cooperatives get first claim for federal power. They buy BPA power at its lowest, "preference" rate.
- In addition, the Northwest Power Act intends for residential and small-farm customers of investor-owned utilities to share equitably with government-utility customers in the *benefits* of BPA power. Since 1981, investor-owned-utility customers have received federal power benefits as a monthly "Residential Exchange" credit on their electricity bills. The BPA subscription plan effectively would eliminate the Exchange program.
- After 2001, BPA's 15 "direct service industries" lose their legal entitlement to federal power.

Amount of Power Available

- The Northwest's federal power system annually provides about 8,500 average megawatts of "firm" electricity. That's about one-third of the region's demand for electrical power.
- Through "subscription," BPA is offering to sell about 6,400 average megawatts annually from fall 2001 to fall 2006. As various current BPA power contracts expire, somewhat more low-cost federal power should be available in subsequent years.
- The Northwest's entire residential power demand is about 6,500 average megawatts per year – roughly the same amount of power BPA is offering under "subscription."
- BPA sells a significant amount of "surplus" power to California utilities; in 1997, BPA sold \$373 million worth of power – 16 percent of BPA's '97 revenues – outside the Northwest.

Price of BPA Power

- Under federal law, BPA power generally is sold at cost. Northwest Power Planning Council forecasts say BPA power could be priced as much as \$5.6 billion below its market value during the 2001-2006 period.

REQUEST FOR COUNCIL ACTION

Agenda Bill No. ⁹⁹000-13

DATE ACTION IS REQUESTED: June 30,1999	TITLE: King County Animal Control regulations	TYPE OF ACTION: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Other
APPROVED FOR COUNCIL PACKET: _____ City Manager _____ Dept. Head	ATTACHMENTS:	

SUBMITTED BY: Lee Walton

RECOMMENDATION:

Move adoption of King County Animal Control Regulations by reference (roll call)

DISCUSSION:

On June 23 the Council approved an interlocal agreement with King County to provide animal control services to the CITY OF SAMMAMISH. This ordinance adopts by reference the KC animal control regulations that are necessary to implement that contract. These are uniform regulations that are utilized by all suburban cities that contract for this service.

At some future time, after gaining experience with this service, the City may chose to join with other client cities to modify the standards set forth in these regulations.

ALTERNATIVES: Not adopt regulations in which case the County would be unable to provide animal control services. The only other agency capable of providing this service would be the City of Seattle. In the future it may be possible for this City to join with other nearby cities to establish an independent animal control program.

FISCAL IMPACT: This is essentially a self-funding program in that the County accepts all license fee revenue in lieu of payment. If the City elects to offer a higher level of service then normally provided, it would be charged directly for that additional service.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. __**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING BY REFERENCE TITLE 11,
ANIMAL CONTROL, OF THE KING COUNTY CODE AS
THE ANIMAL CONTROL REGULATIONS OF THE CITY;
AND DECLARING AN EFFECTIVE DATE**

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

WHEREAS, pursuant to RCW 39.34 the City of Sammamish has entered into an interlocal agreement with King County for the provision of animal control services; and

WHEREAS, the interlocal agreement requires the City of Sammamish to adopt animal control regulations substantially similar to Title 11 of the King County Code; and

WHEREAS, this Ordinance is necessary for the preservation of the peace, health, and welfare of the citizens of the City of Sammamish; and

WHEREAS, the City of Sammamish has had a limited amount of time in which to adopt all the necessary rules, regulations, laws, and policies prior to the City's official date of incorporation; and

WHEREAS, the City Council desires this Ordinance to become effective on the date of incorporation, August 31, 1999;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Authority to Adopt Animal Control Regulations. Pursuant to RCW 35.21.180, 35A.11.020, and 35A.21.160, the City adopts by reference Title 11, Animal Control, of the King County Code, attached hereto as Exhibit "A" and by this reference fully incorporated herein, as presently constituted or hereinafter amended, as the Animal Control Regulations of the City. A copy of King County Code Title 11 has been filed with the City Clerk and identified with Clerk's Receiving No. 099-13.

Section 2. Adoption of Administrative Rules. Hereby further adopted by reference are any and all implementing administrative rules now in effect regarding King County Code Title 11, Animal Control, that have been adopted either pursuant to King County Code Chapter 2.98, Rules of County Agencies, King County Code Title 23, Enforcement, or elsewhere in the King County Code, except that, unless the context requires otherwise, any reference to the "County" or to "King County" shall refer to the City of Sammamish, and any reference to County staff shall

refer to the City Manager or his/her designee.

Section 3. Adoption of Certain Other Laws. To the extent that any provision of the King County Code, or any other law, rule, or regulation referenced in the attached Animal Control Regulations, is necessary or convenient to establish the validity, enforceability, or interpretation of the Animal Control Code, then such provision of the King County Code, or other law, rule, or regulation, is hereby adopted by reference.

Section 4. Reference to Hearing Bodies. To the extent that the attached Animal Control Regulations refer to planning commissions, board of appeals, hearing examiner, or any other similar body, the City Council may serve in all such roles, but retains the right to establish any one or more of such bodies, at any time and without regard to whether any quasi-judicial or other matter is then pending.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This Ordinance shall take effect and be in full force on August 31, 1999 at 12:01 a.m.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF JUNE, 1999.

CITY OF SAMMAMISH

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

Ruth Muller, Interim City Clerk

Approved as to form:

Bruce L. Disend, Interim City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:

REQUEST FOR COUNCIL ACTION

Agenda Bill No. ~~O99~~⁹⁹-14

DATE ACTION IS REQUESTED: June 30, 1999	TITLE: Ordinance adopting General Penalty provisions	TYPE OF ACTION: <input checked="" type="checkbox"/> Ordinance
APPROVED FOR COUNCIL PACKET: _____ City Manager _____ Dept. Head	ATTACHMENTS:	<input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Other

SUBMITTED BY: Lee Walton

RECOMMENDATION:

Motion to adopt Ordinance O99-14 (roll call)

DISCUSSION:

This is the ordinance that puts "teeth" in the enforcement of City ordinances by providing for the imposition of fines and/or imprisonment in accordance with State law.

ALTERNATIVES:

None. If not adopted, penalties can not be imposed for violations of City enacted rules and regulations.

FISCAL IMPACT: Difficult to determine. At best, collection of fines will only partially offset the cost of enforcement.

**CITY OF SAMMAMISH
WASHINGTON
ORDINANCE NO. __**

**AN ORDINANCE OF THE CITY OF SAMMAMISH,
WASHINGTON, ADOPTING GENERAL PENALTY
PROVISIONS; PROVIDING FOR SEVERABILITY; AND
DECLARING AN EFFECTIVE DATE**

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

WHEREAS, the City Council desires to adopt general penalty provisions; and

WHEREAS, this Ordinance is necessary for the preservation of the peace, health, and welfare of the citizens of the City of Sammamish; and

WHEREAS, the City of Sammamish has a limited time in which to adopt all the necessary rules, regulations, laws, and policies prior to the City's official date of incorporation; and

WHEREAS, the City Council desires this Ordinance to become effective on the date of incorporation, August 31, 1999;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. General Penalties. Unless otherwise specified by City ordinance, anyone who violates the provisions of any ordinance of the City shall be punished pursuant to the general penalty provisions set forth below:

A. Criminal Penalty. Any person violating any of the provisions of any ordinance of the City is guilty of a misdemeanor. Unless otherwise provided, any person convicted of a misdemeanor under this code shall be punished by a fine not to exceed \$500, or by imprisonment not to exceed six months, or by both such fine and imprisonment.

B. Civil Penalty. Any person violating any of the provisions of any ordinance of the City that is designated a civil offense or civil violation shall have committed a civil infraction. Unless otherwise provided, any person committing a civil infraction shall be assessed a monetary penalty not to exceed \$250.00 for each day that the violation occurs.

Section 2. Separate Offense. Every person violating any of the provisions of any ordinance of the City is guilty of a separate offense for each and every day during any portion of which the violation is committed, continued, or permitted by any such person.

Section 3. Nuisance. In addition to the penalties set forth in Section 1 of this Ordinance, all

remedies provided by law for the prevention and abatement of nuisances shall apply regardless of any other remedy.

Section 4. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall take effect and be in full force on August 31, 1999 at 12:01 a.m.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF JUNE, 1999.

CITY OF SAMMAMISH

Mayor Phil Dyer

ATTEST/AUTHENTICATED:

Interim City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Ordinance No.
Date of Publication:

REQUEST FOR COUNCIL ACTION

Agenda Bill No. C99-13

DATE ACTION IS REQUESTED: June 30, 1999	TITLE:	TYPE OF ACTION:
ADDED		<input type="checkbox"/> Ordinance
APPROVED FOR COUNCIL PACKET:	ATTACHMENTS:	<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> City Manager		<input type="checkbox"/> Motion
<input type="checkbox"/> Dept. Head		<input checked="" type="checkbox"/> Other

SUBMITTED BY: Administration Committee Via Lee Walton

RECOMMENDATION:

Motion to authorize the City Manager to execute a Contract with Waldron Resources to recruit for the positions of City Manager and Community Development Director.

DISCUSSION: These are key positions in developing a cohesive City organization and guiding the development of this new city. It is important that these individuals be brought on board as soon as possible so they can be involved in selection of permanent staff and participate in policy development. It is particularly important that the Community Development position be available to initiate and supervise preparation of the new Comprehensive Plan.

Both firms that submitted proposals are well qualified and with all factors considered their fee is approximately the same.

ALTERNATIVES:

Perform recruitment "in-house". Given recent experience within the Northwest it seems likely that this recruitment will involve a nationwide search and require considerable time and effort. It is unlikely that present staff would have adequate time or expertise to properly perform this function.

FISCAL IMPACT: Recruitment fee based on 25% of the mid-point of the salary range established by the Council plus direct expenses estimated at \$5-7,000, depending on the complexity of the selection process as determined by the Council. Obviously, if the City desires to have extensive community participation in the way of forums the cost would be more.



June 2, 1999

Mr. Phil Dyer
Mayor
City of Sammamish
468 - 228th ST NE
Sammamish, WA 98053

101 STEWART, SUITE 1200
SEATTLE, WA 98101
(206) 727-9797
(206) 441-5213 FAX
greg@waldron-lms.com

Dear Mayor Dyer:

We are pleased to submit this proposal for your consideration. With over eighteen years of executive search experience and a proven track record of success in helping newly incorporated Cities find and place their first City Manager, we are uniquely qualified to assist the City of Sammamish select its first City Manager.

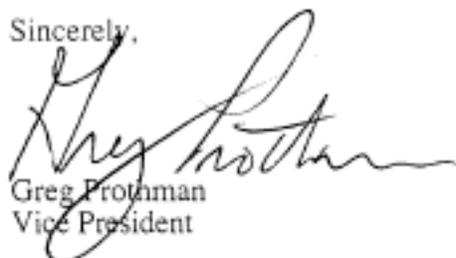
Finding the right City Manager for Sammamish begins by actively listening to the City Council and community leaders. Clearly identifying the essential qualities required for this position will ensure that the selected City Manager is not only talented but that he/she is also a good "fit" with the Community.

We believe that a long term relationship between the City and its City Manager is a critical indicator of a successful search. Waldron Resources guarantees the City's selection for a period of **two years**. If the selected City Manager leaves the position or is terminated for any cause, we will conduct a replacement search without a fee. We are extremely proud of this offer and believe that our success in finding and placing excellent City Managers results from the partnership we develop with the Councils we serve and from our thorough approach.

Enclosed is a copy of our proposal for your review. The proposal outlines the recommended action stages for a Community needs evaluation and the search process. We can assure you that our services will be timely and responsive.

We look forward to meeting with you and are available to do so at your convenience. Should you have additional questions which are not adequately covered in the enclosed proposal, please give us a call.

Sincerely,



Greg Prothman
Vice President

CITY OF
SAMMAMISH

City Manager
Search Proposal
By

WALDRON RESOURCES

101 STEWART, SUITE 1200
SEATTLE, WA 98101 (206) 727-9797
GREG@WALDRONRESOURCES.COM



TABLE OF CONTENTS

OUTLINE FOR EXECUTIVE SEARCH & RECRUITMENT PROCESS	PAGES 1-3
Needs Assessment and Evaluation	
Direct Candidate Recruitment	
Screening Phase	
Additional Related Services	
STATEMENT OF QUALIFICATIONS	PAGE 4
Brief History of the Firm	
Our Values	
EEO/Diversity	
WALDRON RESOURCES TEAM	PAGES 5 - 7
FEES & EXPENSES	PAGE 8
Professional Services Fee	
Project Expenses	
Billing	
Guarantee	
Cancellation	
EXECUTIVE SEARCH REFERENCES	PAGES 9 - 13
PROPOSED TIME LINE	PAGE 14



EXECUTIVE SEARCH & RECRUITMENT PROCESS

NEEDS ASSESSMENT AND EVALUATION

As the City begins the selection of its first City Manager, we are confident that Council seeks a recruitment process that assures the thoughtful selection of a Manager who shares the vision and values of the Community. It has long been one of Waldron Resources' principle tenets in all searches to talk to as many key people as possible to ensure a thorough and comprehensive understanding of all issues and concerns relating to the position to be filled. In order to achieve this end, Waldron Resources will:

- Conduct private interviews with City Council members and senior interim staff.
- Conduct interviews with key community leaders as identified by the City Council.
- Facilitate a community forum to solicit input from Sammamish Citizens.
- Conduct a salary survey then present the results, along with a recommended salary range, to the City Council.

Based upon the information gather from the interviews and community forum prepare a comprehensive *Position Specification* for the position for City Council review which includes:

- A general description of the City.
- The basic function, authority and responsibilities of the City Manager.
- Immediate and long term goals of the City ("Priorities & Issues").
- All qualification requirements including education, experience and personal characteristics.
- Salary range, benefits and relocation provisions (if any).

As our evaluation of the City's situation and needs proceeds, planning for the remainder of the project continues with:

- The development, review and approval of a timetable for the search including dates of completion for key search events, as well as a target for selection and installation of the new City Manager.
- The composition of a recruitment letter that describes the position and invites prospects to apply.
- The design and approval of all supplemental screening tools.
- The determination of the format of the final interview process.



DIRECT CANDIDATE RECRUITMENT

Through our extensive executive recruitment experience, we at Waldron Resources have developed a unique connection to those individuals in public-sector executive leadership. Typical activities involved in recruiting candidates include:

- Waldron Resources consultants making direct recruitment calls to prospects.
- Utilizing the database and catalogue of contacts that we have compiled over the years to develop a comprehensive list of prospects to be reached through a direct mail campaign.
- Planning, developing and placing advertisements in publications and on web-sites targeting qualified individuals.
- Distributing the position materials and announcements, as well as requests for supplemental information.

SCREENING PHASE

Once a candidate has contacted us as a result of our direct mail and advertising campaigns, or has been sourced through direct recruiting, his/her resume is screened for essential qualifications, and supplemental materials are mailed for completion. We have found the completed supplemental materials are a good sample of a candidate's writing ability, an early indicator of the sincerity of his/her interest, and an opportunity to view a candidate's analytical, management and communication styles, as well as his/her philosophy and values.

It is our practice to schedule a work session with our clients at the end of the recruitment phase. At this time we bring a preliminary pool of qualified applicants to you. Using the application, questionnaire, resume and other materials submitted by the candidates, semi-finalists for the position are identified.

This work session provides our clients with a number of benefits including the opportunity to:

- Assess the quality of the candidate responses.
- Gain initial familiarity with the semi-finalists.
- Institute a quality control check point to evaluate the results of the recruitment.
- Control the expenses involved in the travel/interview phase of the search.



After the preliminary screening of the work session, the project manager from Waldron Resources conducts face-to-face, personal interviews with the semi-finalist group (ten to fifteen candidates). Following these interviews, four to six finalists will be selected to compete in the predetermined final interview process. In-depth references are completed on each finalist and include:

- Professional references such as Board Members, peers, staff, community members, and others as identified by the candidates.
- Confirmation of academic credentials.

Prior to the final interviews, we will deliver a written report which includes the application, answers to supplemental questions, resume, reference reports and education verifications for each candidate. In addition, we provide our clients with:

- A list of suggested interview questions designed to augment questions that you may wish to ask.
- A quantitative/qualitative scoring system to evaluate and compare the merits of each candidate.
- Assistance in making the needed arrangements for final interviews and tours of facilities.
- The project manager will be present throughout the actual candidate interviews.

While it is not the policy of Waldron Resources to negotiate the final offer with the selected candidate, the project manager will continue to serve the City Council as an on-call advisor until a final selection is made and an employment agreement is reached.

ADDITIONAL RELATED SERVICES

Although not an official part of the executive search services which Waldron Resources provides, we have frequently been asked to provide follow-up services to aid in the success of the match for both candidate and organization. One such service is assistance with the first Performance Evaluation. Should this be of interest to the City, we would be happy to discuss this service in greater detail.

Waldron Resources also offers Change Management workshops which focus upon how staff and management can effectively deal with change and transition. Again, should this service be of interest to the City, we would be happy to recommend options for delivery of these workshops as well as more information on the program itself.



STATEMENT OF QUALIFICATIONS

BRIEF HISTORY OF THE FIRM

Founded in 1983, **Waldron Resources** is a Pacific Northwest-based Executive Search firm with a primary focus in providing nationwide recruitment services to public-sector agencies, non-profit organizations, community service organizations, special districts and utilities. We are recognized as one of the leading search firms headquartered in the Northwest, and we are known for our thorough approach, open process, unparalleled customer service, and long-term placements. We have never reopened a recruitment under any circumstances and have successfully completed every assignment we have accepted.

It should also be noted that many of our clients have used our services for more than one key position, reflecting the high quality of our work, and resulting in a long-term working relationship.

At Waldron Resources, we have compiled and continually update an extensive national candidate database that is organized into specific professional categories allowing immediate access to qualified candidates for our recruitments. Additionally, our recruiting philosophy stresses the importance of staff networking and gaining personal referrals to qualified candidates.

OUR VALUES

At Waldron Resources, long-term customer satisfaction is our most important priority. We believe that striving to uphold the highest standards of quality, instilling an unimpeachable sense of trust in our clients, demonstrating a genuine respect for the individual, encouraging innovation and fostering collaboration and teamwork are essential to exceed our clients' expectations.

EEO/DIVERSITY

Since the founding of this firm, part of the mission of Waldron Resources has been a commitment to equal opportunity employment and to serving the citizenry by encouraging and fostering diversity among our community and civic leaders. Over the last several years, approximately 50% of our placements in management positions have been women and over 12% have been people of color.



WALDRON RESOURCES TEAM**Greg Prothman, Vice President - Project Manager**

Greg is the well respected former City Manager of the City of Des Moines. A Seattle native who completed his BA at Western Washington University, Greg holds a MPA from the University of Washington, and brings over sixteen years of public sector management experience in law enforcement and public administration to the firm. Noted as one of the region's leading progressive municipal managers, Greg brings a creative and thorough understanding of all facets of municipal administration to the firm.

Fred Pabst, Consultant - Project Support

Fred is a human resources professional with several years of experience in recruiting, screening, and management. He has conducted and published research related to the areas of workplace efficiency, employee bias and discrimination, and social perceptions and awareness. Fred holds a Bachelor's degree in Psychology and a Master's degree in Industrial/Organizational Psychology from San Diego State University.

Amy N. Russell, Junior Associate.

Amy joined the firm in late 1998 and provides all-around support for the Waldron Resources team. A graduate of Central Washington University, she holds a Bachelor's degree in Public Relations with a minor in Advertising. She has several years' experience in both Customer Service and Administrative Support. In addition, Amy served on the Student Government while at Central and continues to be involved in the community through her work with several non-profit organizations.

Additional Staff**Thomas D. Waldron, President.**

Tom brings eighteen years of experience supervising public sector and not-for-profit searches at all levels. Tom's political savvy, creative approach, and strong ethical emphasis have enhanced the firm's reputation for quality services.

Tom was recruited from business school at the University of Washington to Botany 500, a major national retailer. In four years he went from Trainee to the youngest Regional Manager in the company's history. In 1973 he joined Executive Resources, Inc., a Seattle-based executive search firm providing services to a wide range of Fortune 500 companies. Within six years, he made partner and opened their Portland, Oregon and San Francisco, California offices.

In 1983, Tom opened his own firm to specialize in executive search serving non-profit and public sector organizations. His business has grown to become one of the leading search firms on the West Coast. Tom has managed well over two hundred successful executive recruitments. He is a recognized volunteer in the community serving on several not-for-profit boards and advisory committees.



Dawn E. MacNab, Vice-President.

Dawn is a human resources professional with over eighteen years in the field. Prior to joining Waldron Resources, she was Director of Human Resources for Eveready Battery's Latin American Division and was part of the five member senior management team leading the transition to Ralston Purina ownership. She also

spent over four years in the human resources department of Union Carbide Pan America.

Prior to joining Union Carbide, Dawn was an executive recruiter in New York City for R.M. Whiteside Company and previously held several management positions for CARE, Inc. and the Institute for International Education, both in the US and internationally.

She holds an undergraduate degree in English Literature and a Master's in International Administration. Dawn is also active in the community, serving on several not-for-profit Boards.

John Deller, Managing Director - Portland, Oregon.

In 1996, John left his post as the Senior Vice President and Regional Manager of Service Quality of First Interstate Bank after 11 years of service in Oregon and Washington to launch and direct Waldron & Company's Portland operations. Prior to joining First Interstate, John was the Vice President and Manager of Staffing and Development for Olympic Bank in Everett, Washington.

John, a graduate of West Point, holds a MA in Educational Psychology from UW and a MBA from Pacific Lutheran University, has been a guest lecturer in the UW's MBA program and currently serves on the Executive Committee and Board of Directors of the Oregon Quality Initiative.

Cindy A Belles, Senior Associate, Portland, Oregon

Cindy is a human resources professional with over ten years' recruitment and selection experience in public sector, not-for-profit and manufacturing environments. Most recently Cindy was a Human Resources Analyst for the City of Vancouver where she concentrated on recruitment and selection during a period of rapid expansion as the city nearly doubled in size. Cindy will receive her undergraduate degree in Business Administration in May, 1999 and has begun course work towards an MPA. from Portland State University.

Edward J.W. Rogan, Senior Associate.

A human resources professional with over five years of experience in staffing, recruiting, testing and assessment, Ed holds Bachelor's degrees in Psychology and Sociology from the University of Houston, as well as a Master's degree in Industrial/Organizational Psychology from the University of Colorado at Denver. Ed manages our Information Services including information technology and network administration.



Lara C. Cunningham, Associate.

Lara has over four years of human resources experience in recruiting and screening. Prior to joining Waldron Resources, Lara spent three years as a Human Resources Coordinator for Blue Cross of Washington and Alaska where she concentrated on recruiting individuals in health care services and information technology. She holds a Bachelor of Arts degree in Communications and Business from Washington State University.

Elisa L. Castleberry, Associate.

Elisa joined the firm in early 1997 and provides all around support for the Waldron Resources team. A graduate of Washington State University, she holds a BA in Sociology emphasizing Human and Business Relations with a minor in Cultural Relations/Anthropology. Elisa also has three years of prior experience in Customer Service and Office Management.



FEES AND EXPENSES

Professional Services Fee: Waldron Resources' fee for professional services is 25% of the mid-point of the proposed salary range.

Project Expenses: Costs incurred for conducting the search are the responsibility of the City. Waldron Resources will pre-approve all expenditures with you and maintain accurate records at all times.

Expense items include but are not limited to:

- Newspaper, trade journal and related advertising to announce the position.
- Direct mail announcements and regret letters.
- Telephone expenses.
- Facsimile and delivery expenses.
- Printing of documents and materials.
- Travel and related costs for the consultants assigned to the project.
- Travel and related expenses for candidates during the interview process.

Billing: Professional fees are billed in three equal installments during the course of the search. The initial installment billing occurs at the time the search is assigned to Waldron Resources. The second installment is billed when the recruitment campaign is in the final stages. The final installment is billed at the conclusion of the search. Expenses are billed monthly.

Guarantee: Waldron Resources guarantees placement of a qualified candidate. If the selected individual leaves the position or is terminated for any cause within **two years** from the employment date, we will conduct a replacement search with no additional service fee. The only cost to you would be the expenses related to the additional search.

Cancellation: You have the right to cancel the search at any time. Your only obligation to Waldron Resources would be the fees and expenses incurred prior to cancellation.



CITY MANAGER SEARCH REFERENCES

These references, selected from over 200 successful executive searches, represent some of our most recent City Manager engagements.

<u>Client</u>	<u>Contact</u>	<u>Search Position</u>
<i>City of Battle Ground</i> 360-687-7131	Bill Ganley Mayor	City Manager Community Devel. Director Public Works Director Finance Director
<i>City of Bothell</i> 425-486-3256	Debbie Treen Mayor	City Manager Public Works Director
<i>City of Ellensburg</i> 509-962-7204	Mollie Edson Former Mayor	City Manager
<i>City of Lacey</i> 360-491-3214	Greg Cuoio City Manager	City Manager Public Works Director Human Resources Director Assistant Fire Chief Division Chief Director of Administration
<i>City of Longview</i> 360-577-3300	Ed Ivey City Manager	City Manager Police Chief Human Resources Director Fire Chief
<i>City of Medina</i> 425-454-9222	Doug Schulze City Manager	City Manager Police Chief
<i>City of Monroe</i> 360-794-7400	Bob Holman Mayor	City Administrator
<i>City of Mountlake Terrace</i> 425-776-1161	David Gossett Mayor	City Manager
<i>City of Olympia</i>	Dick Cushing City Manager	City Manager Assist. City Manager Public Works Director Community Devel. Dir. Human Resources Dir. Fire Chief Police Chief
<i>City of Port Angeles</i> 360-457-0411	Gary Braun Mayor	City Manager Public Works Director
<i>City of Port Townsend</i> 360-385-3000	Forrest Rambo Mayor	City Manager
<i>City of Sequim</i> 360-683-4139	Bill Thomas Mayor	City Manager
<i>City of Snohomish</i> 360-568-3115	Bill McDonald City Manager	City Manager Police Chief



**EXECUTIVE SEARCHES CONDUCTED
BY
WALDRON RESOURCES**

City of Aberdeen
Public Works Director

Argosy
Marketing Director

Asian Counseling & Referral Service
Executive Director

Chicken Soup Brigade
Executive Director

City of Blaine
Public Works Director
Planning Director

Bainbridge Island Fire Department
Executive Director
Training & Safety Officer

Bayview Manor
Executive Director

City of Bonney Lake
City Administrator

City of Burien
City Manager

City of Chehalis
City Manager

Child Care Resources
Executive Director

Clallam County
Human Resources Director

City of Coronado, CA
City Manager

City of Des Moines
Assistant City Manager
Public Works Director
Community Development Dir.
Finance Director
City Attorney
Senior Services Director

City of Enumclaw
City Administrator
Public Works Director
Planning Director
Finance Director
Public Works Operations Mgr.

City of Ellensburg
City Manager

Family Services
President

City of Federal Way
City Manager
Finance Director
Surface Water Manager

Firgrove Mutual Water
Manager

Gates Learning Foundation
Executive Director, Education Initiative
Director of Communications
Comptroller
Facilities Manager



City of Kent

City Administrator
City Attorney
Water Quality Engineer
Building Official
Finance Director
Information Technology Manager
Police Chief
Fire Chief

City of Kelso

Assistant Public Works Director

King County

Dept. of Nat'l Resources, 10 Searches
Director of Public Health
Open Space Administrator

Int'l Dist. Community Health Clinic

Executive Director

Lakehaven Sewer & Water District

General Manager

Lake Washington Youth Soccer Assoc.

Executive Director

City of Lynden

City Administrator

City of Marysville

Police Chief

City of Mill Creek

City Manager

Millionair Club

Executive Director

City of Milwaukie, OR

Community Development Dir.
Finance Director

Muckleshoot Indian Tribe

General Manager

Multi-Service Center of East County

Executive Director

City of Newcastle

Public Works Director
Community Development Director

City of Normandy Park

City Clerk/Treasurer

Northwest AIDS Foundation

Executive Director

**NW Institute of Acupuncture
and Oriental Medicine**

President

City of Ocean Shores

City Manager

Puget Sound Regional Council

Executive Director
Director of Transportation
Dir. of Technical Services

City of Puyallup

Building Official

Port of Ridgefield

Executive Director

Providence Point

General Manager



City of Redmond

Executive Assistant to the Mayor
Community Development Director
Public Works Director
Human Resources Director
Deputy Public Works Director
Deputy Fire Chief
Information Services Manager

City of Renton

City Administrator
Community Services Administrator
Human Resources Administrator
Finance Director
Utilities Maintenance Supervisor

Seattle Aquarium Society

Executive Director

City of Seattle

Sr. Capital Facilities Planner
Senior Transportation Planner
Urban Design Planner

City of Seattle City Council

Five Senior Policy Analysts

Port of Seattle

Chief Administrative/
Chief Financial Officer
HR Manager, Aviation
Labor Relations Manager

Second Chance

Executive Director

Snohomish County Fire Dist. #3

Fire Chief

Soos Creek Water & Sewer District

Mgr. of Human Resources & Admin.

City of Springfield, OR

City Manager

City of Tacoma

City Manager

Totem Girl Scout Council

Executive Director

Thurston Intercity Transit

Director of Administration

Thurston Regional Planning Council

Regional Planner

City of Tumwater

Public Works Director
Community Development Dir.
Finance Director

City of Tukwila

Public Works Director
Planning Director

**United Cerebral Palsy Association
of King County**

President

United Way of Pierce County

President/CEO

City of Vancouver

Community Development Director

City of Woodburn, OR

City Administrator

City of Woodinville

City Manager



State of Washington

Investment Board, Exec. Director
Dept. of Eng. & Arch., Asst. Director
DNR, Eng. Division Manager

Volunteers of America of Oregon

Executive Director



PROPOSED TIME LINE

SEARCH FOR

CITY MANAGER

<u>Date</u>	<u>Activity</u>
June 14th	Preliminary meeting with City Council.
June 15th - 25th	Private interviews with the City Council, Interim Staff and Community leaders.
June 22nd	Facilitated Community Forum on desirable City Manager Traits
June 21st	Begin advertising and recruiting.
June 30th	Feedback and approval of Position Specification.
July 23rd	Target for candidate applications/submittal of resumes.
July 30th	Written status report delivered to the City Council.
August 13th	Deadline for completion of candidate materials including supplemental questionnaires from top candidates.
August 20th	Candidate materials delivered to client to evaluate top candidates.
August 23rd	Work Session with the City Council.
August 24th -Sept. 10th	Interviews with semi-finalists by Waldron Resources.
September 13th	Recommendation of finalists by Waldron Resources and discussion of the final interview process.
September 14th - 23rd	Background checks of finalist candidates including referencing and education verification. Travel arraignments for the finalists
September 24th	Final Interviews (all day).

Note: Bolded items indicate City Council's direct participation.



June 4, 1999

Mr. Lee Walton
Acting City Manager
City of Sammamish
704 228th Avenue NE
Sammamish, Washington 98053

Dear Mr. Walton:

The Oldani Group, Inc. is pleased to have the opportunity to present this proposal to conduct the search for the City Manager for the City of Sammamish. We are currently conducting a City Manager search for the City of Beaumont, Texas and the City of Oregon City, Oregon; a City Administrator search for the City of Lee's Summit, Missouri; a Deputy City Manager search for the City of Sunnyvale, California; and an Assistant City Manager search for the City of Irvine, California. For your convenience, we have attached a separate list of executive searches entitled Relevant Recruitments, highlighting those especially relevant to your needs. This proposal will outline a brief description of our firm, its services, our approach to conducting executive searches, timetables which would normally be expected for a search, and the fees and costs associated with each assignment.

Copies of our public sector client list and diversity recruitment list are provided for the City's review as examples of our successful track record recruiting senior executives and candidates of diversity in the public sector. A sample of a recently produced recruiting brochure and a corporate brochure are also included. The additional information in this bound package includes brief biographies detailing the experience and qualifications of the principals and associates of The Oldani Group, Inc. A specific statement regarding the team of key personnel who would perform the scope of work for this project is further detailed in the contents of this proposal.

PROFILE OF THE FIRM

The Oldani Group, Inc. is a consulting firm located in Bellevue, Washington, which specializes in providing executive search and human resources consulting services to the public sector. We are an outgrowth of our predecessor firm, Jensen, Oldani & Cooper, Inc., which was formed in early 1983. Our public sector practice has matured steadily since the company was founded and we have developed ongoing source and referral relationships throughout the country. We have been actively involved in public sector recruitment since 1980, and the firm's Principal, Jerrold Oldani, has over 30 years of corporate and consulting executive search experience.

City of Sammamish, Washington
City Manager Search
Proposal
Page 2 of 7

In our eighteen years of conducting public sector searches, we have successfully completed over 875 searches. They include assignments from a broad spectrum of public sector organizations and jurisdictions, including state, local, regional and special purpose governments, as well as nonprofit and educational institutions.

Primary reasons for our success have been our thorough approach to conducting search assignments and the recognition that each client organization is unique. Our process emphasizes the development of a recruiting brochure as a critical component of the search. It provides for open, candid discussion between our firm and the client to ensure we have a full understanding of the dynamics of the organization prior to evaluating and presenting candidates. Our process is specifically designed to serve the openness required in the public sector, yet preserve the confidentiality of the candidates to the maximum extent possible.

PROFILE OF THE TEAM

The Oldani Group, Inc. uses a team approach on all assignments to ensure our availability to our clients. This team concept has proven successful and we are certain it offers advantages to the City of Sammamish not found when a single individual is the sole client contact. The primary team members for this search will be Jerry Oldani and Andrea Oldani-Nutt. Profiles on these individuals can be found in the BIOs section of this bound proposal package.

ROLE OF THE SEARCH FIRM

The Oldani Group, Inc. has developed a philosophy of public sector search that centers on providing expert technical assistance. Our client plays an active and ongoing role in the search process and is the final authority in the evaluation and selection of candidates. We utilize our experience in executive search, our knowledge of the marketplace, and our skills in recruiting and evaluating candidates to ensure that the best possible pool of candidates is identified for each position. We feel it is imperative that the City of Sammamish have maximum input throughout the entire process, not just at the beginning or the end; therefore, we have designed our process around that concept.

OUR APPROACH

Each search has common process components that include development of the brochure, recruitment, initial screening, consultant interviews, recommendations and presentation of finalists, and client interviews. However, each search assignment is tailored to the specific needs of each of our clients, and The Oldani Group, Inc. will work closely with the City of Sammamish to develop a process that fits your needs.

- * **Development of the Recruiting Brochure:** The key to any successful search assignment is a thorough understanding on the part of both the client and the consultant of the requirements of the position and the culture and dynamics of the organization. To achieve this understanding, The Oldani Group, Inc. would begin the search with a series of in-depth discussions with individuals designated by the City of Sammamish who can relate the specific duties, responsibilities, and/or significant operational issues integral to the position. It has been our practice to interview as many people as possible during this brochure development phase and we would discuss requirements with City Council members both individually and collectively, as well as ask permission to talk with the Acting City Manager, community leaders, department heads, and other individuals at the suggestion of the client. These informational interviews are generally conducted over a period of two days.

From the input gathered during the informational interviews, we will draft a recruiting brochure that will be presented to the City of Sammamish for review, modification, and approval. This becomes the benchmark against which we evaluate prospective candidates. It consists of a detailed description of the job, identification of significant operational issues or initial tasks; experience requirements, including the parameters by which experience will be evaluated; and personal characteristics and traits, including management styles that are desirable in candidates. If desired by the City of Sammamish, we will assist in developing standards by which the successful candidate's performance will be evaluated during the first six months of employment.

- * **Recruiting:** After the brochure is developed and approved, we initiate a directed campaign to identify candidates whose backgrounds and experiences closely fit the recruiting brochure. Just as each organization and position is unique, each search is unique, and we plan and implement a recruiting strategy that is tailored to meet the needs of the position as identified in the recruiting brochure. Although there are obvious benefits derived from having conducted previous searches of a similar nature, we do not rely on an existing pool of candidates. The recruiting process consists of the following steps:
- A) Direct informational mailings to key associations/organizations throughout the country. This mailing list is researched thoroughly to include organizations with demographics and issues that closely parallel those of the City of Sammamish.
 - B) Select advertising through national publications and professional associations such as International City/County Management Association, National Association of Black County Officials, National Association of County Officials, *Colorado Job Finder*, *Jobs Available*, *Public Sector Job Bulletin*, *J.O.B. Opportunities*, *Job Opportunities in Government*, *Hispanic Hotline*, *Black Careers Now*, *Asian Pacific Careers*, and any additional publications identified by the City of Sammamish as appropriate. We also advertise on several web sites on the Internet and post all ads on our World Wide Web Site (<http://www.theoldanigroup.com>).
 - C) Network and direct inquiries with professional sources identified through our research as prominent or knowledgeable in the field.
 - D) Use of our knowledge of candidates from similar searches as a resource. In the event any of these candidates are appropriate for the position and express an interest, they would be re-evaluated and measured against the recruiting brochure.

We keep appropriate records to ensure compliance with legal requirements. We have established networks with minority and female leaders throughout the nation and are proud of our record of placement of qualified minority and female candidates. As mentioned previously, our diversity recruitment list is enclosed for your review and demonstrates our success in recruiting candidates of diversity. The Oldani Group, Inc. has adopted a corporate policy of equal employment opportunity and will not participate in any search effort where these principles are not followed. Cities such as Arlington, Fort Worth, and Plano, Texas; Oakland, California, and various departments of the City of Seattle exclusively use our services in finding diverse candidate pools as we have been able to produce significant results for them. In a twelve-month period spanning 1997 - 1998, 52.4% of our public sector searches have resulted in placement of candidates from affected classes. In addition, we are charter members of NFBPA and their Business Advisory Committee and the Hispanic Network.

- Screening: Our recruiting efforts generally identify 50 to 75 applicants, depending upon the position and availability of skills in the marketplace. From this group we review the credentials of each applicant based on his/her resume, referral source comments, and when appropriate, telephone interviews. We compare this information to the requirements developed in the recruiting brochure and generate a list of 10 to 15 candidates whose backgrounds and experience closely fit the requirements of the position.

At this time, we would present our semi-finalist list to the City of Sammamish for discussion, review, and authorization to travel for comprehensive interviews. The list will include a brief synopsis of each candidate's background. We will not include any evaluative comment pertaining to management style and personal traits and characteristics, since we would not have had the opportunity to interview the candidate at this phase of the process.

- Consultant Interviews: After obtaining authorization for travel, The Oldani Group, Inc. conducts face to face in-depth interviews with each of the semi-final candidates. We also research their community and gain an understanding of the circumstances, demographics, and issues that form the environment in which the candidate has worked.

Our interviews are conducted using a set of questions developed by The Oldani Group, Inc. to evaluate management skills, interpersonal traits, and characteristics. These questions are combined with criteria developed specifically for the position using issues identified in the recruiting brochure.

After we have interviewed each semi-final candidate, we condense the candidate list to five or six recommended finalists.

- Recommendation of Finalists and Referencing: At the conclusion of our interviews, we will present the City of Sammamish our recommendation of final candidates. The recommendation meeting can be conducted in person or by telephone depending on the wishes of the City of Sammamish. After

discussion, if the City of Sammamish agrees with our recommendations, The Oldani Group, Inc. will provide detailed written evaluations of the candidates that address issues identified in the recruiting brochure. At this time, we verify academic and professional credentials of the final candidates and conduct thorough references on their backgrounds, abilities, and management styles. Subsequently, the City of Sammamish is presented with candidate evaluations and reference reports that provide a well-rounded profile of each final candidate.

- * *Client Interviews and Selection Process:* Each client has a unique interview and selection process. These could include individual interviews, panel interviews, use of selection committees or assessment centers, psychological testing, or a combination of selection components. We will work closely with the City of Sammamish at the start of the search to design the process that will be used for final selection interviews; during this phase of the search, we play a major coordinating role. We will participate in final interviews as either an observer or active panel member at the request of the City of Sammamish and are available to answer questions and assist the City of Sammamish in final selection and evaluations.

Although negotiations with the selected candidate are the responsibility of the City of Sammamish, we can help to establish the framework of negotiations by clearly identifying issues and requirements of the employment relationship. If requested, The Oldani Group, Inc. will become an active participant in negotiations. The Oldani Group, Inc. is also responsible for notification of all unsuccessful applicants at each stage of the process.

GUARANTEE

Our record of success in public sector search is such that we are confident in assuring our clients that should the selected candidate be terminated for cause or resign within two years, we will conduct a replacement search at no charge other than direct, pre-approved expenses. However, the City of Sammamish must request a replacement search in writing within 45 days of the separation.

ESTIMATE OF TIME

An in-depth recruitment process takes approximately 90 to 120 days to develop the recruiting brochure, conduct a national recruiting campaign, interview and evaluate candidates, and conduct final selection interviews. The actual timeline will be established after the initial fact finding and informational interview process. The Oldani Group, Inc. would be happy to provide a sample timeline should the City of Sammamish wish further information.

City of Sammamish, Washington
City Manager Search
Proposal
Page 6 of 7

COST ESTIMATE

The professional fee for our services to conduct your City Manager search is \$17,500 plus expenses (not to exceed \$12,500). If the City of Sammamish chooses to retain The Oldani Group, Inc. for any additional searches then the professional fee for each subsequent search would be \$16,500. We will make every effort to minimize your out of pocket expenses without compromising the quality of our services. The average out of pocket expenses for the last three searches we have successfully completed has been approximately \$10,000. However, you should be aware that the out of pocket expenses for our recently completed search for the Port of Astoria, which was a national search, were only \$8,000. The expenses associated with the search for your City Manager are for travel, advertising, long distance charges, postage, brochure development, production and distribution, and other direct expenses that have been approved by a designated representative of the City of Sammamish. Should the City of Sammamish choose to design, produce and print the brochure and ad copy, the expenses would be significantly lower than the "not to exceed" amount stated above.

The fee will be billed in three equal installments; one-third of the fee would be billed at the beginning of the search, one-third after forty-five days, and the final one-third at the conclusion. All expenses are billed monthly and are supported by receipt. Professional fees and expenses are also subject to a 2% Sales and Excise Tax charged by the State of Washington even though our clients are theoretically tax exempt organizations. Travel and associated expenses for candidates for final interviews are the responsibility of the City of Sammamish. We have outlined a breakdown of potential expenses for a national search below.

Breakdown of Potential Costs for search activities:

Brochure Development, Production and Distribution, and Advertising Costs	\$	3,700.00
Long Distance (including phone and fax)		900.00
Postage and Delivery		1,400.00
Travel		6,000.00
Misc. Supplies and Taxes		500.00

Total Expenses for a National Search Effort \$ **12,500.00***

* The Oldani Group, Inc. will make every effort to limit the amount of expenditures associated with the activities of the City Manager search for the City of Sammamish. Should the City of Sammamish choose to design, produce and print the brochure and directly place ad copy the amount depicted above would differ greatly. The amount of \$12,500.00 is the highest amount of expenses that the City of Sammamish could incur, but searches of this nature may run well below this amount.

The City of Sammamish has a right to cancel the assignment at its discretion but is responsible for fees and expenses due to that point in the search. If the City of Sammamish chooses to retain The Oldani Group, Inc. for the City Manager search and the burden of expenses associated with the search and related activities extends beyond 60 days of invoice, a 3.5% finance charge will accrue on the balance past due. If an unpaid balance still exists after 90 days, a 4.5% finance charge will be assessed.

CITY OF SAMMAMISH, WASHINGTON CITY MANAGER PROPOSAL

References

City of Allen, Texas
City Manager
Contact: Steve Terrell, Mayor/City of Allen,
Texas/972.727.0100
Project Completed: November, 1998

City of Arlington, Texas
Arlington Convention and Visitors Bureau
President/Executive Director
Contact: George Campbell, City Manager/City of Arlington
Texas/817.459.6100
Project Completed: February, 1998

City of Austin, Texas
City of Austin Employees Retirement System
Executive Director/Pension Officer
Contact: Delia Hernandez, Chairperson of the Board of
Directors/City of Austin Employees Retirement
System/512.458.2551
Project Completed: September, 1997

Baltimore Area Convention Center and Visitors Association
Executive Director
Contact: William Jews, Chairperson of BACVA/President and
CEO, Blue Cross & Blue Shield of Maryland/410.998.5252
Project Completed: February, 1996

City of Beaumont, Texas
City Manager
Contact: Ray Riley, City Manager/City of Beaumont,
Texas/409.880.3716
Project to be Completed: May, 1999

City of Bellevue, Washington
Human Resources Director
Contact: Linda Barton, Deputy City Manager/City of Bellevue,
Washington/425.455.6805
Project Completed: March, 1998

City of Boulder, Colorado
City Manager
Contact: Jonann Roberts-Stacy, Human Resources Director/City
of Boulder, Colorado/303.441.3131
Project to Completed: April, 1998

City of Ferguson, Missouri
City Manager
Contact: Mayor Steven C. Wegert/City of Ferguson,
Missouri/314.231.6007 x231
Project Completed: November, 1997

City of Sunnyvale, California
Deputy City Manager
Contact: Bob Lasala, City Manager/City of Sunnyvale,
California/408.730.7480
Project to be Completed: July, 1999

Michigan Education Association
Executive Director
Contact: Julius Maddox, President/Michigan Education
Association/517.332.6551
Project Completed: August, 1996

Port of Everett, Washington
Executive Director
Contact: Commissioners Don Hopkins and Jim
Shaffer/425.259.3164
Project Completed: June, 1997

Port of Tacoma, Washington
Executive Director
Contact: Commissioner Dick Marzano, President of the
Commission/253.383.5841
Project Completed: July, 1997

Rhode Island Convention Center Authority
Executive Director
Contact: Kerry Picchone/Member of the Board, Rhode Island
Convention Center/402.351.4295
Project Completed: September, 1996

Seattle City Light
Deputy Superintendent
Contact: Patti Shimomura, Executive Assistant to the
Superintendent/Seattle City Light/206.684.3535
Project Completed: July, 1996

Seattle King County Economic Development Council
President/Executive Director
Contact: Dale Winter/Chair, Selection Committee/Seattle
Chamber of Commerce - contact number 206.389.7250 (Evelyn
Lemoine's office)
Project Completed: August, 1997

City of Waco, Texas
City Manager
Contact: Mayor Michael Morrison/City of Waco,
Texas/254.750.5600
Project to be Completed: April, 1998

Relevant Recruitment List
Page 2 of 3

<u>Agency/Population</u>	<u>Title</u>
Englewood, CO (33,000)	City Manager
Evanston, IL (73,000)	City Manager
Farmers Branch, TX (24,000)	City Manager
Ferguson, MO (25,000)	City Manager
Fort Collins, CO (99,000)	City Manager Deputy City Manager
Glendale, AZ (168,000)	Deputy City Manager
Greenville, SC (60,000)	City Manager Assistant City Manager
Greenville County, SC (320,000)	County Manager
Gresham, OR (78,500)	City Manager
Iowa City, IA (60,600)	City Manager
Irvine, CA (125,500)	Assistant City Manager (In Process)
Irving, TX (165,000)	City Manager
Ketchikan Gateway Borough, AK (8,200)	Borough Manager
Kirkland, WA (43,000)	City Manager Assistant Manager
Lake Oswego, OR (33,000)	City Manager
Lakewood, CO (126,000)	City Manager (2)
Lee's Summit, MO (47,000)	City Administrator (In Process)
Longmont, CO (56,000)	City Manager
Longview, WA (33,000)	City Manager
Loveland, CO (38,000)	City Manager (2)

*CITY OF SAMMAMISH, WASHINGTON
CITY MANAGER PROPOSAL
Relevant Recruitments*

<u>Agency/Population</u>	<u>Title</u>
Allen, TX (27,000)	City Manager
Arlington, TX (287,000)	Deputy City Manager
Austin, TX (514,000)	Assistant City Manager (3)
Beaumont, TX (115,000)	City Manager (2) (One In Process)
Bellevue, WA (100,000)	City Manager (3) Deputy City Manager
Bothell, WA (13,000)	City Manager Assistant City Manager
Boulder, CO (95,000)	City Manager
Brooklyn Park, MN (59,000)	City Manager
Camas, WA (6,500)	City Administrator
Carrollton, TX (94,000)	City Manager
Casa Grande, AZ (22,000)	City Manager
Chehalis, WA (6,500)	City Manager
Clark County, WA (282,000)	County Executive
Coalinga, CA (8,000)	City Manager
Corpus Christi, TX (275,000)	City Manager Assistant City Manager
Corvallis, OR (46,000)	City Manager
Denton, TX (69,000)	City Manager

Relevant Recruitment List
Page 3 of 3

<u>Agency/Population</u>	<u>Title</u>
Midland, TX (89,000)	City Manager
Mill Creek, WA (7,200)	City Manager
Newcastle, WA (8,300)	City Manager
Oregon City, OR (15,000)	City Manager (2) (One In Process)
Plano, TX (130,000)	City Manager (2) Assistant City Manager (3)
Port Arthur, TX (59,000)	City Manager
Scottsdale, AZ (130,000)	City Manager
Springfield, OH (70,500)	City Manager
St Louis Park, MN (44,000)	City Manager (2)
Sunnyvale, CA (117,000)	Deputy City Manager (In Process)
Village of Elmwood Park, IL (23,500)	Village Manager
Village of Mount Prospect, IL (53,000)	Village Manager
Walla Walla, WA (26,500)	City Manager
Waco, TX (104,000)	City Manager
West Des Moines, IA (32,000)	City Manager

COUNCIL ROLL CALL

DATE: June 30, 1999

<u>NAME</u>	<u>PRESENT</u>	<u>EXCUSED</u>	<u>ABSENT</u>
MAYOR Phil Dyer	<u>✓</u>	<u>_____</u>	<u>_____</u>
Deputy Mayor Jack Barry	<u>✓</u>	<u>_____</u>	<u>_____</u>
Don Gerend	<u>✓</u>	<u>_____</u>	<u>_____</u>
Ron Harworth	<u>✓</u>	<u>_____</u>	<u>_____</u>
Kathleen Huckabay	<u>✓</u>	<u>_____</u>	<u>_____</u>
Kenneth Kilroy	<u>✓</u>	<u>_____</u>	<u>_____</u>
Troy Romero	<u>_____</u>	<u>✓</u>	<u>_____</u>

CITY COUNCIL VOICE VOTE

DATE June 30, 1999

Item	Gerend	Haworth	Huckabay	Kilroy	Romero <i>absent excused</i>	Dep. Mayor Barry	Mayor Dyer
099-13	X	X	X	X		X	X
		<i>six eye votes</i>					
099-14	X	X	X	X		X	X
		<i>six eye votes</i>					
099-10	X	X	X	X		X	X
		<i>six eye votes Main amended motion</i>					
099-07	X	X	X	X		X	X
		<i>six eye votes</i>					
099-14 Main	aye	nay X	X	X		X	X
		<i>4 eye 1 abst 1 nay abst</i>					
099-13	X	X	X	X		X	X
		<i>5 eye votes 1 nay</i>					

CITY COUNCIL VOICE VOTE

DATE June 30, 1999

Item	Gerend	Haworth	Huckabay	Kilroy	Romero <i>ab</i>	Barry	Dyer
C99-05	aye	six aye aye	six aye aye	votes aye aye		aye	aye
C99-06	aye	six aye aye	six aye aye	votes aye aye		aye	ay