



City Council, Regular Meeting

AGENDA

May 4, 2010

6:30 pm – 9:30 pm
Council Chambers

Call to Order

Roll Call/Pledge of Allegiance

Note: This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.

Approval of Agenda

Student Liaison Reports

- Eastlake High School
- Skyline High School

Presentations/Proclamations

Public Comment

Consent Agenda

- Payroll for pay period ending April 15, 2010 for pay date April 20, 2010 in the amount of \$253,543.55
- 1. Approval: Claims for period ending May 4, 2010 in the amount of \$1,004,710.39 for Check No.26348 through No.26432
- 2. Contract: Stormwater Education/Triangle Associates
- 3. Contract: Parks and Recreation Survey and Community Survey/Hebert Research
- 4. Contract: Evans Creek Preserve Phase I Design/LPD Engineering
- 5. Contract: 4th on the Plateau Fireworks Display/Wolverine West Fireworks
- 6. Resolution: A Resolution Of The City Of Sammamish, Washington, Ratifying 2010 Amendments To The King County Countywide Planning Policies
- 7. Resolution: A Resolution Of The City Of Sammamish City Council Declaring A Vehicle As Surplus
- 8. Interlocal: Amendment to Interlocal Agreement Between King County and the City of Sammamish for Jail Services

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

Public Hearings – None

Unfinished Business - None

New Business

9. Agreement: Fall City Fire Department

Council Reports

City Manager Report

- Ordinary High Water Mark (OHWM) Study

Executive Session – Potential Litigation pursuant to RCW 42.30.110 (1)(i) and Personnel pursuant to RCW 42.30.110 (1)(g)

Adjournment

AGENDA CALENDAR

May 2010			
Tues 05/04	6:30 pm	Regular Council Meeting	Resolution: Surplus Fire Vehicles (consent) Interlocal: King County Jail Services (consent) Contract: Stormwater Education/Triangle Associates (consent) Contract: 4 th of July on the Plateau Fireworks Display/Wolverine West Fireworks (consent) Contract: Parks and Recreation Survey and Community Survey/Hebert Research Contract: Evans Creek Preserve Phase I Design/LPD Engineering Countywide Planning Policies
Tues 05/11	6:30 pm	Study Session	Sammamish Landing Revised Preferred Alternative Freed House Next Steps Connectivity 2011-2016 Six Year Transportation Improvement Plan (TIP) Council Meeting Rules of Conduct
Mon 05/17	6:30 pm	Study Session	Amendments to Title 19 Sammamish Municipal Code (SMC) Planning Commission Recommendations for Public Communications Town Center Development Regulations 21B.35, 21B.45, 21B.75, 21B.95
Tues 05/18	6:30 pm	Regular Meeting	Ordinance: First Reading amending Neighborhood Traffic Management Program Phase II (NTMP) Ordinance: First Reading ROW Permitting Public Hearing: First Reading Town Center Development Regulations Interlocal: Animal Control/King County(consent)
June 2010			
Tues 06/01	6:30 pm	Regular Council Meeting	Public Hearing: Town Center Development Regulation Public Hearing: Resolution 2011-2016 Six Year Transportation Improvement Plan Public Hearing: Ordinance First Reading Amendments to SMC Title 19 Ordinance: Second Reading ROW Permitting Ordinance: Second Reading amending Neighborhood Traffic Management Program Phase II (NTMP) Ordinance: First Reading Building Code Cycle amendments (consent) Contract: 2010 Pavement Overlay Contract: 2010 Chip Seal Program Contract: 2010 On-Call Pavement Patching Contract
Tues 06/08	6:30 pm	Joint Meeting	Joint Meeting with Redmond City Council
Mon 06/14	6:30 pm	Study Session	Update: NMTP Phase II Project Petition Approvals Stormwater Manual 101
Tues 06/15	6:30 pm	Regular Meeting	Public Hearing: Ordinance Second Reading Amendments to SMC Title 19 Second Reading: Town Center Development Regulations Ordinance: Second Reading Building Code Cycle amendments Resolution: 6 Year Transportation Improvement Program (placeholder) Contract: Multi-Project Wetland Mitigation Monitoring and Inspection (244 th Avenue and ELSP) Contract: Wetland Mitigation Landscape Maintenance and Replanting Finance Update
July 2010			
Tues 07/06	6:30 pm	Regular Council Meeting	Final Acceptance: ELSP Phase 1A Contract: 2010 Sidewalk Repairs Contract: 2010 Neighborhood Traffic Management Program Phase II Projects

Tues 07/13	6:30 pm	Study Session	
Mon 07/19	6:30 pm	Study Session	Discussion: Draft Basin Plans for Inglewood and Thompson Basins
Tues 07/20	6:30 pm	Regular Meeting	Contract 228 th /SE 24 th and 228 th /SE 8 th Southbound Left-turn Pocket extensions Contract: 236 th Avenue NE/NE 22 nd Street Intersection School Crossing Improvements
Sept. 2010			
Tues 09/07	6:30 pm	Regular Council Meeting	Approval: 244 th Non-Motorized Improvement Preliminary Design
Tues 09/14	6:30 pm	Study Session	Biennial Budget Next non-motorized project selection following 224 th Avenue NE
Mon 09/20	6:30 pm	Study Session	Biennial Budget Presentation: Stormwater Management Program
Tues 09/21	6:30 pm	Regular Meeting	
Oct. 2010			
Tues 10/5	6:30 pm	Regular Council Meeting	
Tues 10/12	6:30 pm	Joint Meeting/Planning Commission	
Mon 10/18	6:30 pm	Study Session	Biennial Budget (if necessary) East Lake Sammamish Parkway pedestrian crossing plan
Tues 10/19	6:30 pm	Regular Meeting	Public Hearing: First Reading Adopting 2011/2012 Budget Public Hearing: First Reading Setting the Tax Levy Rate for 2011 Final Acceptance: 244 th Avenue Improvement Project Final Acceptance: SE 20 th Street Non-motorized Improvement Project
Nov. 2010			
Tues 11/2	6:30 pm	Regular Council Meeting	Ordinance: Second Reading Adopting 2011/2012 Budget Ordinance: Second Reading Setting Tax Levy Rate 2011 Resolution: 2011 Salary Schedule Resolution: 2011 Fee Schedule (if necessary)
Tues 11/09	6:30 pm	Study Session	Parks Commission Applicant Interviews Update: Connectivity
Mon 11/15	6:30 pm	Study Session	Planning Commission Applicant Interviews Public Works Standards
Tues 11/16	6:30 pm	Regular Meeting	Final Acceptance: 2010 Neighborhood Traffic Management Program Project (NE 14 th and 19 th Streets) Final Acceptance: 228 th /SE 24 th & 228 th /SE 8 th Southbound Left-Turn Pocket Extension Project Final Acceptance: 236 th Avenue NE/NE 22 nd Street Intersection School Crossing Improvements
Dec. 2010			
Tues 12/07	6:30 pm	Regular Council Meeting	Parks/Planning Commission Appointments Award: 2011/2012 Humans Services Grants Contract: On-Call Development Review Services
Tues 12/14	6:30 pm	Study Session	Public Works Standards
Mon 12/20	6:30 pm	Study Session	
Tues 12/21	6:30 pm	Regular Meeting	
To Be Scheduled		To Be Scheduled	Parked Items

<p>Code Enforcement Code Amendments Ordinance: Second Reading Puget Sound Energy Franchise Resolution: Adoption Thompson Basin Study Resolution: Adoption Inglewood Basin Study</p>		<p>BLA and non-conforming uses Underground of utility lines in existing developments Future use of existing M & O facility on 228th Ave SE @ SE 20th Street</p>
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<< April

May 2010

June >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 5:30 p.m. Council Office Hours	4 5 p.m. Finance Committee Meeting Canceled 6:30 p.m. City Council Meeting	5 7 p.m. Sammamish Backyard Wildlife Habitat Seminar Series	6 6:30 p.m. Planning Commission Meeting	7	8
9	10	11 6:30 p.m. City Council Study Session	12 6:30 p.m. Parks and Recreation Commission Meeting	13	14	15 9 a.m. Bikes for Africa 10 a.m. Sammamish Walks
16	17 6:30 p.m. Arts Commission Meeting 6:30 p.m. City Council Study Session	18 6:30 p.m. City Council Meeting	19 5:30 p.m. City Council Office Hours 6 p.m. Sammamish Youth Board Meeting	20 6:30 p.m. Planning Commission Meeting	21	22
23	24	25	26	27	28	29
30	31					

<< May

June 2010

July >>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 5 p.m. Finance Committee Meeting 6:30 p.m. City Council Meeting	2 5:30 p.m. City Council Office Hours	3 6:30 p.m. Planning Commission Meeting	4	5
6	7	8 6:30 p.m. City Council Study Session	9 6:30 p.m. Parks and Recreation Commission Meeting	10	11	12
13	14 6 p.m. The Stars and Stripes of the 20th Century 6:30 p.m. City Council Study Session	15 6:30 p.m. City Council Meeting	16 5:30 p.m. City Council Office Hours 6 p.m. Sammamish Youth Board Meeting	17 6:30 p.m. Planning Commission Meeting	18 1 p.m. Skate Competition and Dance	19 10 a.m. Sammamish Walks 12 p.m. Lifeguarding at Pine Lake Park begins
20	21 6:30 p.m. Arts Commission Meeting	22	23	24	25	26
27	28	29	30			



MEMORANDUM

TO: Melonie Anderson/City Clerk
FROM: Marlene/Finance Department
DATE: April 29, 2010
RE: Claims for May 4, 2010

0.00	*	\$ 61,184.54
61,184.54	+	15,202.32
15,202.32	+	835,124.48
835,124.48	+	93,199.05
93,199.05	+	
1,004,710.39	*	

TOTAL \$ 1,004,710.39

Check # 26348 through # 26432

Accounts Payable
Computer Check Register

User: mdunham
Printed: 04/20/2010 - 9:36AM
Bank Account: APPR
Batch: 006.04.2010



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
26348	ANI	ANI Administrators NW Inc	4/20/2010		1,797.66
		Check 26348 Total:			1,797.66
26349	ICMA401	ICMA 401	4/20/2010		-98.37
					15,126.15
					15,009.61
					521.15
		Check 26349 Total:			30,558.54
26350	ICMA401x	ICMA401	4/20/2010		4,841.81
		Check 26350 Total:			4,841.81
26351	ICMA457	ICMA457	4/20/2010		187.55
					187.55
					858.33
					6,592.10
					1,996.09
		Check 26351 Total:			9,821.62
26352	WALAB	Wa State Dept of Labor & Inc	4/20/2010		1,732.68
					78.62
					2,598.76
					2,916.02
					2,856.55
					2,044.62
					1,532.66
		Check 26352 Total:			13,759.91
26353	WATREAS	Wa State Treasurer	4/20/2010		405.00
		Check 26353 Total:			405.00
		Report Total:			61,184.54

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/26/2010 - 10:46 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
26354	04/26/2010	US BANK	U. S. Bank Corp Payment System	15,202.32	0
				15,202.32	
Check Total:				15,202.32	

Accounts Payable

Check Register Totals Only

User: mdunham
 Printed: 4/28/2010 - 12:32 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
26355	05/04/2010	ADVANTAG	Advantage Building Services	4,284.16	0
26356	05/04/2010	AMTEST	AM Test Laboratories	110.00	0
26357	05/04/2010	ANTIN	Aaron Antin	71.52	0
26358	05/04/2010	AT&TMOBI	AT&T Mobility	275.47	0
26359	05/04/2010	ATTLONG	AT&T	90.35	0
26360	05/04/2010	BCC	Bellevue College	166.32	0
26361	05/04/2010	BELLCITY	City Of Bellevue	72,505.00	0
26362	05/04/2010	CASEPOWE	Case Power & Equipment	996.61	0
26363	05/04/2010	CASTURF	Cascade Turf	317.51	0
26364	05/04/2010	CDK	CDK Construction Services	32,368.25	0
26365	05/04/2010	ceccanti	Ceccanti, Inc	517,961.78	0
26366	05/04/2010	CENTRALW	Central Welding Supply	30.66	0
26367	05/04/2010	CERTIFIE	Certified Backflow Testing, Inc	510.00	0
26368	05/04/2010	CHANEY	Rebecca Chaney	1,276.00	0
26369	05/04/2010	COMCAST2	COMCAST	99.95	0
26370	05/04/2010	DEERE	John Deere Landscapes	330.90	0
26371	05/04/2010	DELL	Dell Marketing L.P.	65.68	0
26372	05/04/2010	DIJULIO	DiJulio Displays, Inc	1,651.95	0
26373	05/04/2010	DIMITROV	Anguel Dimitrov	281.25	0
26374	05/04/2010	ENCOMPAS	Encompass	1,700.00	0
26375	05/04/2010	EVERGREE	Evergreen On Site	3,900.39	0
26376	05/04/2010	EWINGIRR	Ewing Irrigation	5,571.45	0
26377	05/04/2010	FAITH	Faith In Action	2,500.00	0
26378	05/04/2010	FRYOUTH	Friends Of Youth	2,500.00	0
26379	05/04/2010	HANDLOS	Lynne Handlos	152.05	0
26380	05/04/2010	IPS	Integrated Print Solutions, Inc	15,456.75	0
26381	05/04/2010	ISSAQI	Issaquah Press, Inc.	255.00	0
26382	05/04/2010	ISSIGNS	Issaquah Signs	139.94	0
26383	05/04/2010	JAMES	John JAMES	172.00	0
26384	05/04/2010	JENSENTI	Tia Jensen	62.50	0
26385	05/04/2010	KELLER	Mike Keller	117.54	0
26386	05/04/2010	KINGCOMC	King County Mun. Clerks' Ass'n	40.00	0
26387	05/04/2010	KINGFI	King County Finance A/R	4,605.60	0
26388	05/04/2010	KOEHNEN	Amy Koehnen	15.00	0
26389	05/04/2010	LEXIS	Lexis Nexis Risk Data Mgmt	54.75	0
26390	05/04/2010	LWSD	Lake Washington School Dist	9.00	0
26391	05/04/2010	MAKERS	Makers Architecture & Urban	2,845.00	0
26392	05/04/2010	maren	Marenecos Rock Center	1,802.81	0
26393	05/04/2010	MINUTE	Minuteman Press	78.75	0
26394	05/04/2010	NAMI	NAMI Eastside	1,250.00	0
26395	05/04/2010	NWCASC	Northwest Cascade, Inc.	1,018.44	0
26396	05/04/2010	NWHYDRO	NW Hydroseeding	295.00	0
26397	05/04/2010	PACPLANT	Pacific Plants	503.70	0
26398	05/04/2010	PACSOIL	Pacific Topsoils, Inc	1,896.13	0
26399	05/04/2010	PLATT	Platt Electric	81.58	0
26400	05/04/2010	PREMIUM	Premium Construction Group	107,308.01	0
26401	05/04/2010	PSE	Puget Sound Energy	2,604.42	0
26402	05/04/2010	QWEST	QWEST	138.51	0
26403	05/04/2010	QWEST2	Qwest	450.00	0
26404	05/04/2010	RAINIER	Rainier Wood Recyclers Inc	427.40	0

Check	Date	Vendor No	Vendor Name	Amount	Bill #1 Voucher
26405	05/04/2010	RED-E	Red-E Topsoil	1,798.53	0
26406	05/04/2010	RENTME	Rent Me Storage, LLC	569.40	0
26407	05/04/2010	ROADONE	Road One West	175.20	0
26408	05/04/2010	ROBINDAP	Daphne Robinson	77.56	0
26409	05/04/2010	ROTARSAM	Rotary Club of Sammamish	39.00	0
26410	05/04/2010	ROTH	Roth Hill LLC	3,118.19	0
26411	05/04/2010	SAM	Sammamish Plateau Water Sewer	249.38	0
26412	05/04/2010	SAMCHAMB	Sammamish Chamber of Commerce	50.00	0
26413	05/04/2010	SAUER	Mike Sauerwein	32.25	0
26414	05/04/2010	SEATIM	Seattle Times	850.31	0
26415	05/04/2010	SEYMOUR	Jane-Ellen A. Seymour	1,000.00	0
26416	05/04/2010	SPRINT	Sprint	50.00	0
26417	05/04/2010	STAYONLI	StayOnline.Com	222.32	0
26418	05/04/2010	SUNBELT	Sunbelt Rentals	471.10	0
26419	05/04/2010	TLC	Total Landscape Corp	7,679.64	0
26420	05/04/2010	TRANSPO	Transpo Group, Inc	14,611.30	0
26421	05/04/2010	UNITRENT	United Rentals NW, Inc	5,079.43	0
26422	05/04/2010	VERIZNW	Verizon Northwest	343.41	0
26423	05/04/2010	VIBRANT	Vibrant Plants, Inc.	1,109.73	0
26424	05/04/2010	WATERSH	The Watershed Company	3,339.00	0
26425	05/04/2010	YES	Youth Eastside Services	2,500.00	0
26426	05/04/2010	ZUMAR	Zumar Industries, Inc.	413.65	0
				<hr/> <hr/>	
Check Total:				835,124.48	
				<hr/> <hr/>	

Accounts Payable

Check Register Totals Only

User: mdunham
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Check	Date	Vendor No	Vendor Name	Amount	Voucher
26427	05/04/2010	DAS	Das manufacturing, Inc	4,898.32	0
26428	05/04/2010	HOMEDE	Home Depot	1,167.21	0
26429	05/04/2010	ISSAQ1	Issaquah Press, Inc.	270.00	0
26430	05/04/2010	KBA	KBA Inc	84,817.36	0
26431	05/04/2010	SHANNONW	Shannon & Wilson Inc	644.91	0
26432	05/04/2010	WATERSH	The Watershed Company	1,401.25	0
Check Total:				93,199.05	



City Council Agenda Bill

Meeting Date: May 4, 2010

Date Submitted: April 28, 2010

Originating Department: Public Works

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input checked="" type="checkbox"/> Public Works |

Subject: National Pollutant Discharge Elimination System (NPDES) stormwater education for children.

Action Required: Authorize the City Manager to execute a contract with Triangle and Associates for stormwater education services

Exhibits: 1. Contract and Scope with Triangle and Associates

Budget: This contract will be 100% funded using a grant from the King Conservation District (KCD). Money for this contract is contained within the adopted budget for 2010. The money is budgeted in the Stormwater Budget under Professional Services. Currently there is over \$160,000 budgeted in the fund (408-000-538-32-41-00) for 2010.

Summary Statement:

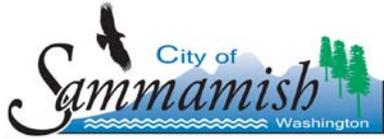
This contract with Triangle and Associates is for three tasks related to stormwater education for children. The first task is to help the City develop a stormwater education booth that is intended to be used for public events like the Sammamish Watershed Festival and the Sustainable September event here at City Hall. Tasks two and three are programs where Triangle will go into City elementary schools and put on programs about pet waste and watershed health as it relates to macroinvertebrates.

Background:

The City is required to provide outreach and education programs as part of our NPDES program. The NPDES permit specifies that we identify specific groups to target with our educational programs. Children are one target audience that is important for desired behavior changes. Triangle and Associates have conducted Tasks 2 and 3 for other jurisdictions, so we are capitalizing on the fact that they have already developed the curriculum for these tasks.

Financial Impact:

The intent of this contract is that the City will be reimbursed using King Conservation District grant funds, and therefore will see no financial impact. The stormwater fund has been identified because it is necessary to show that we have funds to dispense, but it should be noted that those funds will be reimbursed by KCD.



City Council Agenda Bill

Recommended Motion:

Authorize the City Manager to execute the attached contract with Triangle and Associates in the amount of \$23,217 for stormwater education services.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: Triangle Associates, Inc.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Triangle Associates, Inc., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$23,217.00

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2011, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may

be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name Triangle Associates, Inc. _____
Contact Name Erin Hislop _____
Street Address 811 1st Ave, Suite 255 _____
City, State Zip Seattle, WA 98104 _____
Phone Number 206-583-0655 _____
Email ehislop@triangleassociates.com _____

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Erin Hislop, Triangle Associates

Title: City Manager _____

Title: Associate

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

EXHIBIT A – SCOPE OF SERVICES

Elementary Schools Outreach and Interactive Community Event Booth Presentations Preventing Non-Point Pollution in Stormwater Proposed Scope of Work and Budget 2010

Project Tasks: Community Event Booth, Classroom Workshops, Student Pet Waste Action Campaign

Summary

Consultant will develop and pilot a 25-30 minute hands-on interactive lesson for 4th grade students at the Sammamish Watershed Festival being held in June 2010. The activities will be designed to accommodate a variety of learning styles for participants, include background information on the effects of pet waste in local surface water, and emphasize actions students and community members can take to solve the problem. Interactive activities and engaging display information will also be available for additional use at community events such as the City's Sustainable Day.

Consultant will develop and pilot a hands-on one-hour classroom workshop for 3rd-5th grade students within the City of Sammamish. The activities will accommodate a variety of learning styles and will be designed to involve and engage students in the effects of non-point pollution in local stormwater and teach students how their individual actions can make a positive or negative impact on local waterways.

The consultant will develop and pilot a follow-up pet waste action campaign for grades 4-5 students designed to engage students in educating the larger community about the effects of pet waste in local surface water. The program will be designed to be used by teachers in the City of Sammamish and will align with the current science and social sciences grade level expectations. Consultant will develop a campaign packet for teachers to use with students which includes background information on the effects of pet waste in local surface water, a step-by-step student guide for implementing a successful campaign, campaign materials and supplies, and tracking procedures to ensure measurable results.

The goal of these three tasks will be to inspire students and community members to take action to prevent non-point pollution from entering local creeks and streams. Messaging will be consistent with the regional STORM committee's campaign *Puget Sound Starts Here*, NPDES permit education requirements, and King Conservation District education and outreach objectives.

Method

The work for this project will be performed in concert with a similar program run in schools in the City of Bellevue, City of Everett, and throughout 16 water district service areas within Snohomish County. Permission to use and modify existing presentation scripts and materials for the City of Sammamish has been granted. This will allow economies of scale in providing outreach and developing materials.

Interactive Community Event Booth and Hands-on Classroom Workshop materials will teach students

- what a watershed is and recognize their drainage basin is part of a larger system.
- the effects of their individual actions on aquatic life
- their personal choices can have positive and negative effects on stream and watershed health.
- that macroinvertebrates are a sign of surface water health.

Specific edits to existing classroom workshop materials will include

- adding Sammamish, Puget Sound Starts Here, and King Conservation District logos.
- adjusting colors and graphics.
- adding/replacing key messages based on City of Sammamish input and priorities.

Campaign materials will provide guidance on

- involving the principal, teachers, students, parents, and community members.
- how to identify and get the word out to the target audience and/or larger community (e.g. school newsletter, PSA announcement in morning, posters for school or community locations such as dog parks).
- fun facts and information to utilize.

Specific edits to existing campaign materials will include

- adding Sammamish, Puget Sound Starts Here, and King Conservation District logos.
- creating new front cover page.
- adding and replacing local facts with City of Sammamish and King County information.
- adding/replacing key messages based on City of Sammamish input and priorities.

Piloting Project:

Consultant will provide eight presentations over two days with 4th grade student groups at the Sammamish Watershed Festival on June 3-4, 2010. Consultant will also pilot this presentation at a booth within the community Sustainability Day event held at Sammamish City Hall in September 2010 in coordination with the occurrence of the local farmer's market.

Consultant will provide up to 10 classroom presentation days providing 2-5 classroom workshops per school visit. Consultant will schedule directly with teachers and school staff.

Consultant will pilot the pet waste action campaign with up to seven classes or student groups at schools within the City of Sammamish. Consultant will meet with student groups to kick-off campaigns and assist groups throughout pilot campaigns as necessary. Consultant will encourage one campaign class to present pet waste information at evening City Council meeting which will be aired on City TV airwaves. Consultant will provide information to City for school and grant recognition materials.

City of Sammamish will coordinate with Festival organizers and secure space/time for this presentation on two Festival days in June 2010 and the sustainability event in September 2010. The City of Sammamish will also provide any additional participation incentives and grant recognition materials.

Evaluation/Results:

Consultant will collect and compile evaluation materials and feedback from teachers, students, and community members. Consultant will work with event evaluators to obtain feedback regarding the City's presence at community events. Consultant will provide King Conservation District progress reports and final evaluation reports.

Timeline for Community Event Outreach:

- Consultant to meet with Project Manager in May for booth messaging and scope.
- Material development will be completed in May-June.
- Provide eight presentations over two days at the Watershed Festival on June 3-4 between 9:00 a.m.- 2:00 p.m.
- Provide interactive booth presentation at the community Sustainability Day event in September, 2010.
- Consultant will recap with client after the Festival and document suggested modifications for future years. To be completed by October 31, 2010.
- Consultant will provide King Conservation District grant progress report by June 30, 2010 and final report by October 31, 2010. Reports will include a summary of services, provided, photos when applicable, identify project successes, project difficulties, and lessons learned.

Timeline for Schools Outreach:

- Consultant to meet with Project Manager in June to determine messaging and materials for schools outreach.
- Material and script development will be completed in June-September.

- Scheduling, up to 10 presentation days including 2-5 workshops per school visit, up to seven school campaign visits, and attending up to one City Council meeting will occur in September-December.
- King Conservation District grant progress report by November 30 and final report by December 31. Reports will include a summary of services, provided, photos when applicable, identify project successes, project difficulties, and lessons learned.
- Consultant will recap with client in December and document suggested modifications for future years. To be completed by December 31, 2010.

2010 Budget: Hour estimates include drive time to/from locations.

Task	Project Staff	Rate	Cost
Initial meeting with City, ongoing communication throughout contracts, and final wrap-up meeting (14 hours)	Hislop	\$69.24/hr	\$969.36
Research and Materials Development Including: - New booth development; Adaptations to existing classroom and campaign materials - Provide first draft of all printed materials to City for feedback - Incorporate one round of City edits/revisions and provide final draft of presentation and materials to City - Production and purchase of final materials - Train additional presenter(s) - Meet with City after Watershed Festival to recap and determine outline for future years (50 EH/25 JG/4 Presenter)	Hislop Graham Presenter	\$55.27/hr \$63.00/hr	\$3462.00 \$1381.75 \$252.00
Incentives Development (2 hours)	Hislop		\$138.48
Provide eight presentations over two days at Watershed Festival, one day staffing interactive booth at community sustainability event, and work with event evaluators to receive participant feedback Provide up to 10 days of presentations, including 2-5 classroom workshops per school visit. Identify student groups and pilot action campaign with up to seven classes/student groups. Include kick-off presentations, campaign check-ins, and teacher assistance as needed. Potentially assist one student group/class with presenting at evening city council meeting. (100 EH/50 Presenter/10 JG)	Hislop Presenter Graham	\$63.00/hr	\$6924.00 \$3150.00 \$552.70
Scheduling (25 hours)	Hislop		\$1731.00
KCD Grant Progress Reports and Final Reports for two grants on this project (Including obtaining evaluation information from teachers) (14 EH/5 JG)	Hislop Graham		\$969.36 \$276.35
Materials Cost (Including printing, laminating, purchased materials, Enviroscape Model, and booth canopy with three walls)			\$3000.00
820 miles (Meetings with City, two Watershed Festival visits, one community sustainability event, and up to 17 school visits)		Mileage @ \$.50	\$410.00
		TOTAL	\$23217.00

EXHIBIT B



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: _____ Date of Invoice: _____

Consultant: _____

Mailing Address: _____

Telephone: _____

Email Address: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Specific Program: _____

Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: _____ Date: _____

Finance Dept.
Check # _____
Check Date: _____

EXHIBIT C



TAX IDENTIFICATION NUMBER

In order for you to receive payment from the City of Sammamish, the must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

Corporation Partnership Government Consultant
 Individual/Proprietor Other (explain)

TIN No.: 91-1549478
Social Security No.: n/a

Print Name: Denis W. Foster

Title: Vice President

Business Name: Triangle Associates, Inc.

Business Address: 811 First Avenue, Suite 255, Seattle, WA 98104

Business Phone: 206-583-0655

Date

Authorized Signature (Required)



City Council Agenda Bill

Meeting Date: May 4, 2010

Date Submitted: April 27, 2010

Originating Department: Parks and Recreation

Clearances:

City Manager

Attorney

Admin Services

Community Development

Finance & IT

Fire

Parks & Recreation

Police

Public Works

Subject: Parks, Recreation and Open Space Survey and the Citywide Survey of Community Opinion

Action Required: Authorize the City Manager to approve a contract with Hebert Research to develop and conduct two community surveys.

Exhibits:

1. Contract
2. Scope of Work

Budget: \$140,000 Parks 2009-2010 budget for Professional Services
\$10,000 City Council's 2009-2010 budget for Professional Services

Summary Statement:

The Parks and Recreation Department desires to enter into a contract with Hebert Research for the design and implementation of two community assessment surveys; one for the Parks, Recreation and Open Space (PRO) Plan and one for the Citywide Survey of Community Opinion.

Hebert Research was selected from proposals solicited through the eCityGov Shared Procurement Portal. The selected firm has impressive survey experience with municipalities and previous experience working with the City of Sammamish.

Since the City is undertaking two surveys, staff spent some time exploring a variety of cost saving measures. One idea was to combine the two surveys, but ultimately the length of the survey would be too long. In the end, it was decided to use one company to conduct both surveys. Using the same firm to conduct both surveys will save the City approximately \$6,000.

For the surveys to be statistically valid, a sample of 400 residents per survey is recommended (minimum) and is specified in the scope of work. The sample will be stratified by age of respondents to accurately reflect the opinions of the general population of the City. Once the quota is reached for each age bracket, further results from that age bracket will be dismissed to preserve the stratification. The call list, which we are purchasing, will combine cell phone and land line numbers for an integrated phone line sample within the City of Sammamish.



City Council Agenda Bill

The PRO Plan survey draft will be developed throughout the month of May with anticipation of the survey being conducted in either June or July. Staff will present the survey results to the City Council in July or September of this year. The community survey will follow a similar schedule.

Background:

The PRO Plan is part of the City's Comprehensive Plan. The current PRO Plan was adopted December 2004. As this plan must be updated every six years to maintain eligibility for state grants, we are underway with a plan update and anticipate adoption in late 2011. A statistically valid survey is a required element of the plan.

The Community Opinion Survey is used to measure the overall satisfaction our community has with city services. This survey is managed by Communications Manager Tim Larson, and is typically conducted every two years.

Financial Impact:

The contract amount with Hebert Research is \$21,236.00. This contract includes the PRO Plan survey and the community-wide survey.

The 2010 Park Planning Professional Services budget has a total of \$140,000.00 allocated for the PRO Plan project. A portion of these funds were intended to fund the PRO Plan public survey. Additional funds will be used for specialized consultant work as needed to complete various studies and elements of the plan itself.

The 2010 City Council budget includes \$10,000 to support a community-wide survey.

Recommended Motion:

Authorize the City Manager to approve a contract with Hebert Research to develop and conduct two community surveys for \$21,236.00.

Attachment A

Exhibit 1

CITY OF SAMMAMISH
AGREEMENT FOR SERVICES

Consultant: Hebert Research

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Hebert Research, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit " "

 X A sum not to exceed \$21,236

 Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2009, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended

and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. **Termination.**

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either

of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name Hebert Research
Contact Name Raechelle Turner
Street Address 13629 NE Bel-Red Rd.
City, State Zip Bellevue, WA 98005
Phone Number (425) 643-1337
Email rturner@hebertresearch.com

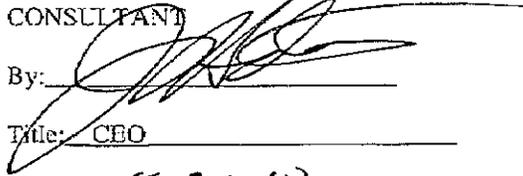
18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision of part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By:  _____

Title: City Manager

Title: CEO

Date: _____

Date: 9-29-10

Attest/Authenticated: _____

Approved As To Form: _____

City Clerk

City Attorney



Scope of Work for Community & Parks Surveys City of Sammamish April 2010

HR HEBERT RESEARCH, INC.
www.HebertResearch.com



Project Approach/Scope of Work

Quantitative Telephone Survey

Hebert Research will conduct two (2) separate quantitative telephone surveys with City of Sammamish residents.

- A statistically valid community wide survey assessing the attitudes and opinions of residents on such topics as city services, programs, communication and outreach methods, satisfaction levels, etc.
- A statistically valid Parks and Recreation survey for the Parks Comprehensive Plan update.

Sampling Frame

The sampling frame will involve a stratified probability sample of 400 residents (per survey) within the City of Sammamish. Probability sampling assures that there will be sufficient sample cells for understanding the population of the City of Sammamish and their opinions of the community as well as with the Parks and Recreation programs. Hebert Research will sample several demographic variables within the City of Sammamish including not but not limited to life stages, age, gender and other components.

- **Gender**

Hebert Research will stratify the sample based upon respondent gender. The current distribution of males and females within the City of Sammamish is fairly even as illustrated in the table below. Hebert Research recommends the following sample size for males and females:

Residents of Sammamish Gender		
Gender	Percentage	Recommended Sample Size
Male	50.2%	201
Female	49.8%	199
Total	100.0%	400

- **Age**

Another critical area to analyze when stratifying a sample is the age of the respondents. If there is too large of a discrepancy from one age group to the next, the data collected from the sample may be more representative of one age group than another, and thus not accurately reflect the opinions of the general population of the City of Sammamish. For the purposes of the calling, those under the age of 18 years old will not be included in the research. The following table represents the age brackets of the City of Sammamish and the recommended sample size for the parks and recreation research project as well as the community opinion survey.

Residents of Sammamish Age		
Age Group	Percentage	Recommended Sample Size

18 to 24	7.3%	29
25 to 34	16.7%	67
35 to 44	33.0%	132
45 to 54	27.0%	108
55 to 64	10.0%	40
65 and older	6.0%	24
Total	100.0%	400

- **Sample List**

Hebert Research will purchase a list of City of Sammamish residents, of which 3-4% will be cell phones and the remaining will involve land lines. With the stratified sample of ages, gender, geographic location, a representative sample of the population will be reached and meet the requirements of the margin of error.

- **Life Stages**

Hebert Research recommends the probability sample frame include clusters around life stages with residents of the City of Sammamish. The types of life stages will include the following:

- Young, single adults who have moved to Sammamish
- New families that include both singles and married
- Growing families both single and married
- Households who do not have children
- Those residents who have retired or are in there "second half"
- Residents with special needs such as health issues, unemployment and other conditions.

Development of the Questionnaire

Hebert Research will work in conjunction with the City of Sammamish and meet with parks and recreation representatives as necessary to prepare an actionable questionnaire. It is estimated that there will be 20 to 30 questions included in the questionnaire.

Multivariate Analysis

Tests of statistical differences and measures of association between and within the subsets of the sample will be conducted. Examples of the dependent variables would include gender, age, life changes and other demographics.

- Correlation Matrices are recommended for understanding the relationship of independent variables with one another. These will include satisfaction with various city services and programs.
- Cluster Analysis is recommended to understand characteristics that are shared with individual sub-populations of Sammamish residents and what their expectations and satisfaction of community services are.
- Linear Discriminant Analysis is a very robust statistical procedure. It will involve building regressions to determine the coefficients that can be used in an index which identifies which services and programs are most valuable.

Deliverables

Hebert Research will deliver two (2) executive summary reports which will be developed in a user-friendly format with charts and tables, clear and concise analysis, and actionable findings and conclusions. The executive summary reports will explain the univariate and multivariate findings and will include summarized conclusions and recommendations from the research at the end of the reports. Univariate and multivariate analysis will be conducted among the key variables designated by Hebert Research. Jim Hebert, CEO/Sr. Research Director of Hebert Research, will present the findings of the research in person to the Sammamish City Council and other key players of the leadership team working on this project.

Budget

Research Project	Budget Amt.
Parks & Recreation Survey	\$9993.00
Community Opinion Survey	\$9993.00
Sample List	\$250.00
Additional expenses	\$1000.00
Grand Total	*\$21,236

**Note: The above budget does not include incidental pass-through expenses such as long distance telephone charges, sample list charges, travel, mailings, etc. Any such charges that are handled by Hebert Research will be billed at our actual cost plus a 10% processing fee and required along with the first half billing charges. Changes to the scope of work may require a budget revision or addendum.*

Terms and Conditions

The project will proceed upon receipt of the Authorized Approval of this research plan. Invoices will be billed according to the City of Sammamish's billing policies and contract. Changes to the scope of work may require a budget revision or addendum.

Please complete and return the Authorization Approval along with the first half amount due to:

Raechelle Turner
 Director of Public Policy
 Hebert Research, Inc.
 13629 N.E. Bel-Red Road
 Bellevue, WA 98005
 Phone: (425) 643-1337 ext. 158
 Cell: (206) 718-2022
 Email: rturner@hebertresearch.com

Authorized Approval

Printed Name _____ Date _____

Signature _____

Title _____

Business/Organization Name: _____

Mailing Address _____

City _____ State WA ZIP _____

Phone _____ Fax _____

Email _____

Meeting Date: May 4, 2010

Date Submitted: April 27, 2010

Originating Department: Parks and Recreation

Clearances:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input checked="" type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input type="checkbox"/> Public Works |

Subject: Evans Creek Preserve Phase 1 design

Action Required: Authorize the City Manager to sign a contract with LPD Engineering, PLLC for civil engineering support services for the Evans Creek Preserve Phase I Project in the amount of \$97,450.

Exhibits: 1. Contract

Budget: \$825,000 is allocated in the 2010 budget for the Evans Creek Preserve Phase I Project.

Summary Statement:

Phase I Improvements at Evans Creek Preserve include demolition of existing buildings, construction of a small gravel parking lot (10 stalls), an entry sign, a multi-use trail system, a pedestrian bridge, wetland buffer enhancement and mitigation, storm drainage improvements, a tool shed, and restrooms.

This project was one of many capital projects brought in-house for design in 2010 as a cost savings measure. The Parks Planning Team, all licensed Landscape Architects, will complete the landscape architectural portion of the design. Additional civil engineering assistance is needed to support the work of the landscape architects.

Staff solicited proposals for civil engineering services through the eCityGov Shared Procurement Portal. Based on the project approach, work with projects of a similar nature, the experience and qualifications of the staff, and the ability to meet the project timeline, LPD Engineering was selected for the project.

Background:

This contract covers the preliminary Phase I design through permit and construction drawings and specifications. As a general reminder, this property lies outside of the City limits, therefore permitting is being handled by King County. LPD Engineering will provide civil engineering support as may be needed during the permitting phase.

Some of the specifics of this contract include civil design of site amenities (parking lot, restroom, tool shed, drainage facilities) in relation to the utilities and storm drainage. Utility work includes investigation of existing on-site and off-site water and septic systems. An existing well and septic system on-site will be investigated for potential re-use. Design of a water system for the restrooms and irrigation, and design of a septic system for the restroom will follow this preliminary investigation.

Storm drainage work included in this contract involves defining the drainage basins (most projects contain one basin but due to the large site it is probable the site contains several drainage basins), conducting a downstream analysis (a detailed review of the study area that includes field inspections, investigation of previous drainage complaints and problems, and a description of the drainage system and its existing and predicted problems), and meeting all requirements of the King County storm drainage code. Additionally, a Technical Information Report (TIR), which explains the storm drainage design analysis and technical information, will be prepared. This information is required by King County when the design elements exceed 5,000 sq. ft. of impervious surface and when the site contains sensitive areas. As you are probably aware, Evans Creek Preserve has many sensitive areas - wetlands, streams, and Evans Creek. The storm drainage design will strive to incorporate low impact development (LID) solutions such as dispersal trenches, rain gardens, and a green roof system.

As part of this contract, the consultants will also prepare a Construction Storm Water Pollution Prevention Plan (CSWPPP) and Storm Water Pollution Prevention and Spill Plan (SWPPS). The CSWPPP identifies the measures and Best Management Practices (BMPs) required on site during construction to prevent sediment and pollutants from entering bodies of water and/or groundwater. The plan is made up of an erosion and sediment control (ESC) plan to address any discharge of sediment. The SWPPS addresses the prevention of other pollutant discharges (oil, diesel fuel, etc.). These items are also required by the King County drainage code and typically include site plans, details, and written information.

As mentioned previously, Parks Planning Team members are taking the lead on this project including design and layout of the trails, the restroom building, the parking lot, the tool shed, preparation of the wetland mitigation plans, and the planting restorations plans. The planning team is also overseeing the consultants used on this project and coordinating the permitting process. As a final note, the Washington Trails Association (WTA), as part of a separate contract, will build a substantial portion of the Phase I trail system in coordination with the public bid for the remaining portion of the project. Staff are working closely with WTA to develop the trail layout and identify the components of the trail system that can be built as part of this partnership.

Additional Background on the Project and the Property:

The City purchased the 174-acre Galley property for the Evans Creek Preserve for \$1,500,000 in 2000. With the addition of the nearby Department of Natural Resources property, the site now totals approximately 179 acres.

The City's Model Master Plan Process was conducted from May to September 2007 to arrive at a preferred long-term strategy (aka a Master Plan) for Evans Creek Preserve. A web-based community survey and three public meetings on June 6, July 18 and September 5, were conducted. The Master Plan was reviewed by the Parks Commission and the City Council consecutively after each of the public meetings. The Evans Creek Preserve Master-Plan was adopted by City Council on September 15, 2009.

The Hazardous Materials Survey (contract approved by City Council on February 16) of the existing buildings on Evans Creek Preserve is complete and currently being reviewed by City staff.

Anticipated timeline for the Phase I Project:

Phase I Design and Construction Documents: Winter/Spring 2009/2010

Phase I Permitting: Summer/Fall 2010

Phase I Bid: Winter 2010

Phase I Construction: Spring 2011

Financial Impact:

The contract amount is for \$97,450. A total of \$825,000 is allocated in the 2010 Budget (Parks CIP) for Phase I design and construction. The project budget covers costs associated with surveys, preparation of construction drawings, permitting, construction administration, and project construction. The majority of the design work and the construction administration will be done in-house by the Parks Planning Team.

Recommended Motion:

Authorize the City Manager to approve the professional services contract with LPD Engineering PLLC for engineering support services in the amount of \$97,450.00.

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: LPD Engineering PLLC.

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and LPD Engineering PLLC., hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "___"

A sum not to exceed \$97,450.00

Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2011, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney

fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the City.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. **Termination.**

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name LPD Engineering PLLC.
Contact Name Laurie Pfarr, PE
Street Address 7936 Seward Park Ave. S
City, State Zip Seattle, WA 98118
Phone Number 206.725.1211
Email LaurieP@lpdengineering.com

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: Laurie Pfarr

Title: City Manager

Title: Principal

Date: _____

Date: 4/23/10

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

[INSERT EXHIBIT A – SCOPE OF SERVICES]

(Provided by consultant or Vendor)



7936 Seward Park Ave. S.
Seattle, Washington 98118
P. 206.725.1211
F. 206.973.5344
lpdengineering.com

Proposal for Civil Engineering Services

Date: April 21, 2010

To: City of Sammamish
Parks and Recreation
801 228th Ave SE
Sammamish, WA 98075

Attn: Kellye Hilde

From: Laurie Pfarr, PE

Project: Evans Creek Preserve

Thank you for the opportunity to provide this proposal. We look forward to working with you. This proposal is to confirm our understanding of the scope of services and compensation for this project.

Description of Project

This project involves engineering design for Phase I of the multi-phased development of the Evans Creek Preserve. The Evans Creek Preserve, a 179-acre property owned by the City of Sammamish, is located south of State Highway 202, roughly between 220th Avenue NE and 224th Avenue NE. The site is just outside the city limits, in unincorporated King County. The City of Sammamish has completed the Evans Creek Preserve Long Term Strategy Plan (LTS) and the concept design for the Preserve. It is anticipated that the project will be constructed with a combination of Washington Trails Association Volunteer Labor and a publicly bid contractor. Phase I Design is anticipated to include the following improvements:

- a. Vehicular access via 224th Avenue NE
- b. Demolition of the existing structures as necessary to construct improvements (it is anticipated that the two residential structures including the barns and shed will be removed however exact structures to be determined)
- c. Construction of the upper gravel parking lot with 10 stalls (assumed to be outside of the wetland buffer)
- d. Construct trail adjacent to existing driveway
- e. Construct trail loop in vicinity of future lower parking lot
- f. Construct outer loop and connecting trails with applicable board walks and crossings
- g. Construct 4 view points per final schematic layout plans dated 2/27/09
- h. Plantings in the vicinity of the upper parking lot and nearby buffers
- i. Temporary irrigation
- j. Septic system/drain field improvements
- k. Tool shed for use by Parks Department and during volunteer restoration efforts
- l. A pedestrian bridge across Evan's Creek
- m. Storm drainage bioretention for detention and water quality (at upper lot)
- n. Restrooms



This proposal is for civil engineering services. LPD will also provide permit support services for the project. This proposal is based upon the LPD's meeting with Sammamish Parks staff, as well as the concept design documents, design reports and King County Voluntary Pre-application meeting minutes provided to LPD by the City of Sammamish. It is understood that survey, geotechnical engineering, electrical engineering, environmental services, and landscape design will be provided by Sammamish Parks and Recreation (SPR) and/or its consultants.

Site Description

The property encompasses a variety of topographic and habitat conditions. The southern end of the site is characterized by medium-to-steep grades, which make up a portion of the northern slope of the Sammamish Plateau. From the toe of the slope northward, running roughly east to west is a band of gently sloping dry upland, interrupted by a series of tributary streams running down the slope. The streams converge, more or less, in a wetland approximately in the center of the site. The wetland, in turn, flows into Evans Creek, which cuts across the northeast corner of the site, flowing in a northwesterly direction. The northwest quarter of the site is the wettest, with the exception of some small high spots, two of which host some of the abandoned homes and outbuildings on the site. Previous owners used to keep livestock on the property. The only traces left of that prior activity includes a small paddock in disrepair, and the expected infestations of invasives across much of the cleared areas formerly grazed. According to previously prepared reports and King County records, the site contains or is located within the following sensitive areas:

- 15 delineated wetlands ranging from Category IV to Category I, requiring buffers range from 40 feet to 300 feet depending on the rating, habitat functions, and intensity of proposed land use.
- 11 delineated streams. Evans Creek is a fish bearing Type F stream, which requires a 165-foot buffer. Tributaries range from sub-surface Type O to seasonal non-fish bearing Type N to some fish bearing Type F, requiring buffer widths of 25 feet, 65 feet, and 165 feet, respectively.
- 100 year floodplain (some portions of the site are located within the floodplain; other areas have none mapped)
- Redmond-Bear Creek Valley Groundwater Management Area
- Critical Aquifer recharge area category 1 and/or 2
- King County designated Conservation Flow Area
- Landslide Hazard Drainage Area



Scope of Services

As stated above, the scope of services for this proposal includes civil engineering for the Phase 1 portion of the Evans Creek Preserve Development. LPD's scope of work including civil engineering, permit support and project management is described below. LPD's scope of services is detailed as follows:

Design Services A – Preliminary Design

Preliminary Design /Investigation Phase

1. Coordinate with Sammamish Parks and their consultants.
2. Conduct a site visit to review existing conditions and confirm preliminary design assumptions.
3. Review existing site documents provided by the owner including:
 - a. Evans Creek Preserve Schematic Design Report
 - b. Project SEPA Checklist
 - c. Evans Creek Preserve Wetland and Stream Study
 - d. Geotechnical Report
 - e. Schematic Storm Water Design
 - f. Traffic Analysis
 - g. Site Plans and Site Survey
 - h. Voluntary Pre-application comments and meeting notes
4. Attend project kick off meeting.
5. Provide comments to design team and establish design criteria per discussions with the design team and the City.
6. Coordination with King County regarding specific requirements, existing infrastructure, and availability of services. On-going coordination with the County throughout the design and permit process.
7. Define the drainage basins and conduct downstream investigation / drainage complaint research/ WLRD and DOE water quality issues investigation for each basin identified.
8. Coordination with King County Fire Protection District 34 to determine requirements for restroom and access.

Mandatory Preapplication (50% CDs) Submittal

1. Coordinate with Owner, Owner's Consultants, and Design Team.
2. Coordinate subconsultant design documents for inclusion with pre-application and City review submittals.
3. Design on-site civil systems (50% CD phase) including:
 - a. temporary erosion and sedimentation control
 - b. site demolition
 - c. parking lot layout and access (parking and access will also include a schematic layout for phase 2 Parking to define limits of possible useable space for septic and well head protection if required)
 - d. paving/grading
 - e. storm water management system (in accordance with the 2009 King County Stormwater Manual).
 Management system is anticipated to include:
 - i. rain garden design for upper parking area
 - ii. dispersal trench design associated with restroom building and shed.
 - iii. full dispersion associated with trails
4. Prepare Preliminary Technical Information Report (in accordance with "Full Drainage Review" requirements of the 2009 King County Stormwater Manual)



5. Parking lot preliminary design. Sammamish Parks Department will provide architectural site plan with dimension parking including stall widths and drive aisles, ADA stall, layout of pedestrian pathways and surfacing, and impervious surface calculations. LPD will review Sammamish Parks design and provide comment with respect to drainage considerations.
6. Coordinate with Geotechnical Engineer in design of drainage system and TESC plans.
7. Provide civil engineering support for SEPA (to be prepared by SPR).
8. Provide QA/QC review of plans and/or documents
9. Prepare design progress documents for City of Sammamish review.
10. Revise civil documents and coordinate subconsultant revisions per City of Sammamish redlines.
11. Prepare mandatory pre-application documents for submittal to King County. LPD to provide the civil design documents and reports as required by the County. The actual permit submittal to the County will be by the SPR.
12. Attend Mandatory Pre-application Meeting.
13. Attend team meeting to review County Comments from the Pre-application Meeting.

Design Services B - Construction/Permit Documents

Permit Documents (90-95% CDs) *(King County Clearing and Grading and Building Permits; JARPA HPA)*

1. Coordinate with Owner, Owner's consultants, and Design Team
2. Coordinate permitting requirements with SPR, King County and Washington State as required.
3. Coordinate subconsultant design documents for inclusion with permit and City review submittals.
4. Develop permit plans for on-site civil systems including:
 - a. Cover sheet
 - b. temporary erosion and sedimentation control
 - c. site demolition
 - d. grading and storm water management
 - e. paving
 - f. Details and notes
5. Prepare Technical Information Report system (in accordance with the 2009 King County Stormwater Manual), including:
 - i. Upstream and Downstream analysis for all basins
 - ii. rain garden design for upper parking area
 - iii. dispersal trench design for bathroom roof and shed
 - iv. full dispersal for trail systems
6. Prepare CSWWP and SWPPP
7. Coordinate with Geotechnical Engineer in design of drainage system and TESC plans.
8. Prepare project civil specifications in CSI format. Coordination of subconsultant specification sections.
14. Prepare design progress documents and specifications for City of Sammamish review.
15. Revise civil documents and coordinate subconsultant revisions per City of Sammamish redlines.
16. Provide support to SPR for JARPA (HPA) Application.
17. Prepare civil plan sets for the C&G, Building and HPA permit submittals. LPD to provide the civil design documents and reports as required to SPR. The actual permit submittal to the County will be by the SPR.
18. Provide QA/QC review of plans, specification and/or design documents.



Response to KC comments (100% CD/Bid)

1. Coordinate with Owner, Owner's consultants, and Design Team
2. Continued coordination of permitting requirements with SPR, King County and Washington State as required.
3. Coordinate subconsultant design documents for inclusion with permit resubmittal and City review submittals.
4. Revise civil site design and design documents (including TIR, CSWWP and SWPPP) for permit resubmittal and Sammamish Parks review.
5. Revise project civil specifications in CSI format. Coordinate of subconsultant specification sections.
6. Prepare revised plan sets for the C&G, Building and HPA permit submittals for final approval by permitting agencies. LPD to provide the civil design documents and reports as required to SPR. The actual permit submittal will be by the SPR.
7. Upon permit approval, prepare and provide bid plan sets (civil plans, specifications and reports) to SPR.
8. Prepare Notice of Intent (Assumes City will publish notice)
9. Provide QA/QC of plan set and documents.

Proposed Fee

Our fee for services is based upon the information we have at this time. We propose to provide civil engineering consulting and drafting services on an hourly basis for Design Services A – Preliminary Design. Our anticipated maximum fee for this work is as follows. This estimate is meant to be a budget only, and is not a guaranteed maximum. Fees for B and C will be reviewed and revised as necessary upon completion of Phase I.

Design Services A – Preliminary Design		
Civil Engineering Services		
Preliminary Design and Investigation	\$18,700	
50% CD / Mandatory Pre App	\$19,250	
Subtotal – Phase 1 Civil Engineering		\$37,950
TOTAL PHASE I		\$37,950
Design Services B – Permit/Construction Documents (Budget to be reviewed at the conclusion of Phase I)		
Civil Engineering Services		
Permit Submittal (90-95% CD)	\$37,800	
100% CDs - Permit Resubmittal / Bid	\$19,700	
Sub Total LPD Civil Engineering Services		\$57,500
TOTAL PHASE I & II		\$95,450

Per the attached Schedule of Conditions dated August 1, 2009, expenses will be billed in addition to this amount. An expense budget is included below.

Expense Budget	
Expense Budget (reproduction, delivery, earthwork calculations, etc.)	\$2,000.00



Assumptions

- Survey in AutoCAD format including point file will be provided by others. A PDF of the final signed survey will also be provided. Survey will be used as base map for civil drawings. A detailed field survey will be provided in the areas of the parking lots, bathrooms, well and water system, septic system, proposed bioretention, and existing structures to be demolished as well as areas for the boardwalk, view points and pedestrian bridge. Survey shall include topographic information, above and below grade utilities including but not limited to water, sewer, storm, power, gas, cable, telephone etc. Inverts, size and direction of flow shall be included for storm and sewer.
- Assumes geotechnical report with civil engineering recommendations and infiltration assumptions per King County requirements will be provided to LPD by others. It is assumed that the geotechnical engineer will provide on-going coordination and review of the proposed improvements including providing required recommendations for any mitigation measures associated with the site being located within the Landslide Hazard Drainage area.
- Assumes that layout of the trails will be done by others. LPD will assist Sammamish Parks Department with alternative trail sections. Coordination with WSTA will be by Sammamish Parks Department.
- Structural Engineering by others.
- Septic Evaluation by others. Sammamish Parks will coordinate with the Septic Designer for the location and design of new system if the existing system is not re-usable. Incorporation of findings into LPD documents and design coordination with Stormwater system will be considered an additional service.
- Sammamish Parks will meet with DOE on-site preliminary assessment of the existing site wells if found or the requirements of for drilling a new well. Sammamish Parks will assess impacts of using a well system on the overall site design. Incorporation of findings into LPD documents and coordination of the installation of a new can be provided as an additional service.
- Base fee assumes LPD will coordinate with permitting agencies. All fees associated with and actual permit submittal will be by City of Sammamish Parks.
- It is assumed the site plan will not undergo any changes that will significantly impact the site elements of this project.
- Assumes no public utility extensions will be required.
- Assumes no additional fire hydrants or relocated hydrants will be required.
- Variances, if required, will be an additional service
- There are no designated Historic Structures on site that will impact the site design.



Exclusions

- Cost Estimating except as noted above.
- Septic System Evaluation and Design (Septic evaluation and design of a new system can be included as an additional service.)
- Water System Design (Water system design can be included as an additional service.)
- Flood plain analysis
- Design of shoring wall drainage systems. This can be added as an additional service.
- Traffic and site distance studies
- Construction Traffic Control Plan
- Environmental Studies. LPD will provide support for SEPA related to civil engineering elements, if required.
- Electrical (including site and street lighting), mechanical and franchise utility design. LPD will coordinate civil design with other engineering design disciplines.
- Public outreach including meetings, flyers, presentations etc.
- Base Fee does not include reproduction for submittals. Reproduction will be submitted as an expense.
- Calculation of earthwork quantities. LPD can obtain these services and bill as an expense if required. The expense budget includes 2 iterations of earthwork calculations by others.

Thank you again for inviting this proposal. If these terms are acceptable, please sign and return a copy of this document, signifying that you have read and agree with this document and with the enclosed Schedule of Conditions. We are looking forward to working with you.

Sincerely,
LPD Engineering PLLC

Laurie J. Pfarr, P.E.
Principal

For City of Sammamish

Date

cc: File



7936 Seward Park Ave. S.
 Seattle, Washington 98118
 p. 206.725.1211
 f. 206.973.5344
 lpdengineering.com

Schedule of Conditions

The services and compensation of LPD Engineering, PLLC are based on the following conditions unless otherwise noted in the accompanying proposal.

1. Hourly Charges for Personnel

1.1	Principal	\$156.00
1.2	Project Manager III	\$156.00
1.3	Project Manager II	\$130.00
1.4	Project Manager I/Engineer III	\$120.00
1.5	Engineer II	\$100.00
1.6	Engineer I	\$96.00
1.7	Design Engineer I	\$70.00
1.8	Design Engineer II	\$80.00
1.9	Senior Project Administrator	\$92.00
1.10	Technical Writer /Editor	\$92.00
1.11	Senior CAD Drafter III	\$85.00
1.12	CAD Drafter II	\$75.00
1.12	CAD Drafter I	\$70.00
1.11	Administrative Assistant	\$45.00
1.12	VE – Principal	\$130.00
1.12	VE – Senior Engineer	\$120.00

Rates are reviewed and adjusted as necessary on an annual basis. When dictated by inflationary pressure, changes in the schedule may be made. Unless other arrangements have been made, charges for all work, including continuing projects initiated in a prior year, will be based on the latest schedule of charges.

2. Reimbursable Expenses

2.1 Reimbursable expenses including travel expenses within the project area, regular mail, and other basic charges incurred during the course of our work are included in our hourly rate. Plotting and printing of civil drawings or printing of civil specifications, rental Equipment, courier services or special delivery items are not included in our fee and will be charged at 1.1 x cost, unless specifically noted in our proposal.

3. Billing

3.1 Invoices will be issued monthly and are payable within 30 days of the date client receives our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of one percent (1%) per month will be payable on any amount not paid within this time period. Attorneys' fees and any other costs incurred in collecting delinquent accounts shall be paid by the Client.

3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, LPD Engineering, PLLC may suspend performance of services upon five (5) calendar days' notice to the Client. LPD Engineering, PLLC shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

4. Dispute Resolution

4.1 In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and LPD Engineering, PLLC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

4.2 Should the dispute not be resolved by non-binding mediation, it shall be litigated in King County, Washington Superior Court. Thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to LPD Engineering, PLLC a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing services under similar circumstances. The prevailing party shall be awarded its reasonable attorney's fees and costs, including expert witness fees.

**5. Standard of Care**

5.1 Services provided by LPD Engineering, PLLC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in accordance with the governing codes and regulations adopted at the time of the execution of this agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications, or reports.

6. Risk Allocation/Limit of Liability

6.1 The Client agrees that to the fullest extent permitted by law, LPD Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of the fees for the services outlined in this agreement.

7. Termination

7.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8. Verification of Existing Conditions

8.1 Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that LPD Engineering, PLLC shall not be liable for any costs or damages incurred by any person or entity resulting from concealed conditions.

8.2 In addition, LPD Engineering, PLLC shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

9. Opinion of Probable Costs

9.1 LPD Engineering, PLLC will not provide opinions of probable costs for this project unless specifically noted in the Scope of Work.

10. Transfer of Drawings/Electronic Media

10.1 Electronic files containing background information shall be provided to LPD Engineering, PLLC at regular intervals throughout the project. The files shall be layered such that all information pertinent to the preparation of the structural drawings is isolated to a specific layer or layers. In addition, since electronic files are continuously modified throughout the project, plots of the architectural drawings shall be provided to LPD Engineering, PLLC on a regular basis at sufficient intervals to meet schedule requirements.

10.2 LPD Engineering, PLLC will provide electronic files to other design team members, when necessary, at no charge. The use of the provided electronic media is for the convenience of the user only, and will be without any liability or legal exposure to LPD Engineering, PLLC

10.3 Electronic files will not be provided to the Owner, unless special arrangements and/or compensation are made.

11. Assignment

11.1 This Agreement shall be governed by the laws of the State of Washington. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

12. Insurance

12.1 Notwithstanding any other provision in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement.





City Council Agenda Bill

Meeting Date: May 4, 2010

Date Submitted: April 27, 2010

Originating Department: Parks Rec

Clearances:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input checked="" type="checkbox"/> Parks & Rec |
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input type="checkbox"/> Public Works |

Subject: Contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau event.

Action Required: Authorize the City Manager to execute a contract with Wolverine West Fireworks for a fireworks display at the Fourth on the Plateau.

Exhibits: 1. Contract

Budget: 2010: \$25,000 for fireworks display
(Recreation Division: Professional Services)

Summary Statement:

This authorization is for a fireworks display at the Fourth on the Plateau event. We solicited proposals in March 2010 and received responses from two fireworks companies. Wolverine West Fireworks was selected based on cost, experience with similar events, quality of their previous shows, professional references from other municipalities, and the number of fireworks effects their proposal included. As a comparison, Wolverine’s proposal includes over 4,800 firework “effects” while the other proposal included around 1,600 “effects” for the same price.

Background:

The Fourth on the Plateau event began in 2007 and has been a popular annual event drawing over 10,000 people each year to the Sammamish Commons. The fireworks display is a vital component of this event.

Financial Impact:

The total cost for the fireworks display is \$25,000.00 (including W.S.S.T.) For 2010, we have once again secured a full fireworks sponsorship.

Recommended Motion:

Authorize the City Manager to execute a contract with Wolverine West Fireworks for a total of \$25,000.00 for a fireworks display at the Fourth on the Plateau event.

CITY OF SAMMAMISH

PERSONAL/PROFESSIONAL SERVICES AGREEMENT (SF)

This Agreement is entered into by and between the City of Sammamish, Washington, hereafter referred to as the "City," and Wolverine West Fireworks, hereafter referred to as the "Contractor".

WHEREAS, the City has a need to have certain services performed; and

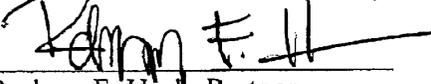
WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Contractor.** The Contractor shall perform those services described on Exhibit "A" attached hereto and incorporated herein. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.** The City shall pay the Contractor for services rendered the sum of \$25,000, which includes WSST. Upon completion of the services, the Contractor shall submit an invoice to the City and payment thereon shall be made within ten days following City Council approval.
3. **Duration of Agreement.** This Agreement shall be in full force and effect from the date of execution through December 31, 2010.
4. **Independent Contractor.** The Contractor and the City agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor.
5. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from negligent acts or omissions of the Contractor, its agents, or employees.

- 6. **Professional Liability Insurance.** The Contractor shall provide general liability insurance in the amount of 5 million and products liability insurance in the amount of 1 million. The City shall be named additionally insured.
- 7. **Termination.** This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least seven days advance written notice of intent to terminate.
- 8. **Assignment and Subcontract.** The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 9. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

CONTRACTOR – Wolverine West, LLC

By: 
Rodney F. Hash, Partner

Address: 4616 – 25th Ave NE #528

City: Seattle

DATE: April 29, 2010

State: WA Zip: 98105

Phone: 206.459.0917

Email: rod@wolverinefireworks.com

Social Security No. or Tax Identification No. 91-1959710

CITY OF SAMMAMISH, WASHINGTON

By: _____
City Manager

DATE: _____

City Manager

Attest/Authenticated:

City Clerk

Approved as to form:

City Attorney

EXHIBIT A

Scope of Services to be Provided by Contractor**Wolverine West Fireworks**

4616 - 25th Ave NE #528 - Seattle, WA 98105

Rod: 206.459.0917 - Andy: 360.870.1833

Fax: 206.522.1697



<i>Display Fireworks</i>	•	<i>Consumer Fireworks</i>	•	<i>Pyro SpFx</i>
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City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
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The display will last approximately 28 minutes and will be fired from the location depicted on the attached aerial map (same location as in previous years).

The display will be electrically fired by a Washington State Licensed Pyrotechnician.

We carry display general liability insurance in the amount of 5 million and products liability insurance in the amount of 1 million, both underwritten by Lloyds of London.

As the sponsor, the City of Sammamish will be named as the insured. If there are any others who should be named as additional insureds please let us know prior to us requesting the insurance certificate.

Price includes everything necessary to provide the display described above:

Labor, materials, equipment, cleanup, permit fees, WSST are all included.

If you have any questions please contact us at 206.459.0917.

Sincerely,

Rod Hash, Partner

Wolverine West Fireworks

4616 - 25th Ave NE #528 - Seattle, WA 98105

Rod: 206.459.0917 - Andy: 360.870.1833

Fax: 206.522.1697



Display Fireworks • Consumer Fireworks • Pyro SpFx

City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
<i>Multi-Shot Items - "Cakes"</i>			
Flower King	600 shot Peacock	1	600
Wolverine	600 shot Gold Glitter Tails to Green/Purple Stars	2	1200
Wolverine	200 shot Crackling Tails to Multicolor Stars	2	400
Wolverine	300 shot Silver Tail Whistles to Color Glitter Stars	2	600
Wolverine	100 shot Blue Star to Red Glitter Brocade Crown	2	200
Wolverine	280 shot Crackling Tail / Red Tail to Purple & Green Glitter	2	560
Wolverine	100 shot Green Glitter Gold Crown	2	200
<i>Total Cakes</i>		13	3,760

Special Effects

Dakota Pyro	30 second Red strobe pot (domestic)	3	3
Dakota Pyro	30 second Green strobe pot (domestic)	3	3
<i>Total Special Effects</i>		6	6

Finale Chains

Wolverine	3" Red/White/Blue + Titanium Salutes - Chained 12/1	72	72
<i>Total 3" Finale Shells</i>		72	72
Wolverine	4" Red/White/Blue + Titanium Salutes - Chained 10/1	40	40
<i>Total 4" Finale Shells</i>		40	40

Mines

Lidu	3" Silver Crossette Mine	3	3
Lidu	3" Blue Mine	3	3
Lidu	3" Glitter Crossette Mine	3	3
Lidu	3" Green Mine	3	3
Lidu	3" Silver Whistle Mine	3	3
Lidu	3" Silver Mine	3	3
Lidu	3" Red/Green Crossette Mine	3	3
Lidu	3" Red Mine	3	3
<i>Total 3" Mines</i>		24	24

Wolverine West Fireworks

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Display Fireworks • Consumer Fireworks • Pyro SpFx

City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
<i>Comets</i>			
Lidu	3" Red TigerTail	6	6
Lidu	3" Silver TigerTail	6	6
Lidu	3" Blue TigerTail	6	6
Lidu	3" Yellow TigerTail	6	6
Ace	3" Silver Breaking Glass Comet (domestic)	6	6
Ace	3" Gold Burst Comet (domestic)	6	6
Ace	3" Gold Glitter Comet (domestic)	6	6
<i>Total 3" Comets</i>		42	42

Straight Case - Ball Shells

Wolverine	2.5" Titanium Salute w/Silver Tail	120	120
<i>Total 2.5" Straight Case Ball Shells</i>		120	120
Dragon Head	3" Brocade Crown w/Blue Pistil	3	3
Dragon Head	3" Brocade Crown w/Red Pistil	3	3
Dragon Head	3" Red Strobe	6	6
Dragon Head	3" Silver Crackling Chry	6	6
Dragon Head	3" Blue Peony w/Coconut Pistil	3	3
Dakota Pyro	3" Crackling Delight Chry (domestic)	1	1
Dakota Pyro	3" Red Strobe Ring (domestic)	1	1
Wolverine	3" Titanium Salute w/Silver Tail	72	72
Flower Basket	3" Brocade Crown w/Tail	3	3
Flower Basket	3" Blue Chry	3	3
Flower Basket	3" Gold Kamuro Chry	3	3
Flower Basket	3" Blue Peony	3	3
Flower Basket	3" Red Peony	3	3
Flower Basket	3" White Peony	3	3
Flower Basket	3" Gold Strobe Shell	3	3
US Designers	3" Red Peony	12	12
US Designers	3" White Peony	12	12
US Designers	3" Blue Peony	12	12
US Designers	3" Comet Shell w/Report	3	3

Wolverine West Fireworks

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Display Fireworks • Consumer Fireworks • Pyro SpFx

City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
US Designers	3" Blue Palm Tree w/Tail	6	6
<i>Total 3" Straight Case Ball Shells</i>		161	161

Straight Case - Ball Shells

Dragon Head	4" Purple Crossette w/Silver Ring	3	3
Dragon Head	4" Golden Strobe Crossette	3	3
Dragon Head	4" Red Wave w/Crackling Chry	3	3
Dragon Head	4" Green Wave w/Crackling Chry	3	3
Flower Basket	4" Red Peony	3	3
Flower Basket	4" White Peony	3	3
Flower Basket	4" Brocade Diadem	3	3
Flower Basket	4" Silver TigerTail to Silver Spider Chry	3	3
Flower Basket	4" Purple Dahlia w/Coconut Strobe Pistil	3	3
Flower Basket	4" Glittering Silver to Green w/Blue Chry	3	3
US Designers	4" Green Peony w/Coconut Pistil	3	3
US Designers	4" Purple Shell of Shells	3	3
<i>Total 4" Straight Case Ball Shells</i>		36	36

Peanut Shells - Two Break

Flower King	3" Gold Wave/Purple Wave (double break)	3	3
Flower King	3" Gold Wave Red/Gold Wave Green (double break)	3	3
Flower King	3" Brocade Crown/Flower Report (double break)	3	3
Flower King	3" Palm Tree w/Cherry Blossom w/Whistles (double break)	3	3
<i>Total 3" Peanut Shells - Two Break</i>		12	12
Flower King	4" Gold Wave/Purple Wave (double break)	3	3
Flower King	4" Gold Wave Red/Gold Wave Green (double break)	3	3
Flower King	4" Brocade Crown/Flower Report (double break)	3	3
Flower King	4" Palm Tree w/Cherry Blossom w/Whistles (double break)	3	3
<i>Total 4" Peanut Shells - Two Break</i>		12	12

Wolverine West Fireworks

4616 - 25th Ave NE #528 - Seattle, WA 98105

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Fax: 206.522.1697



Display Fireworks • Consumer Fireworks • Pyro SpFx

City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
<i>Cylinder Shells - Multi-Break</i>			
US Designers	3" Thunder & Rainbow Cylinder Shell	2	2
US Designers	3" Whistles & Stars Cylinder Shell	2	2
US Designers	3" Serpents & Stars Cylinder Shell	2	2
US Designers	3" Hummer Cylinder Shell	2	2
US Designers	3" Palm Tree w/Crackling Cylinder Shell	2	2
US Designers	3" Purple & Whistles Cylinder Shell	2	2
US Designers	3" Desert Thunder Cylinder Shell	2	2
US Designers	3" Green to Yellow to Silver Serpents Cylinder Shell	2	2
US Designers	3" Assorted Colors Medium Cylinder Shell	4	4
Independence	3" Assorted Neon Color Cylinder Shells (domestic)	4	4
Sunny	3" Kamuro Chry Cylinder Shell	2	2
<i>Total 3" Cylinder Shells - Multi-Break</i>		26	26
F&F	4" Slammer Cylinder Salute (domestic)	6	6
Vulcan	4" Gold Whirl w/Reports & Green Stars Cylinder Shell	6	6
Fwks West	4" Screech Owl w/Gold Stars Cylinder Shell (domestic)	6	6
US Designers	4" Whistles & Stars Cylinder Shell	1	1
US Designers	4" Serpents & Stars Cylinder Shell	1	1
US Designers	4" Fish & Whistles Cylinder Shell	1	1
US Designers	4" Hummer Cylinder Shell	1	1
US Designers	4" Thunder & Rainbow Cylinder Shell	1	1
US Designers	4" Artillery Cylinder Shell	6	6
US Designers	4" Red to Crackling Palm two-break Cylinder Shell	1	1
US Designers	4" Assorted Colors Medium Cylinder Shell	1	1
<i>Total 4" Cylinder Shells - Multi-Break</i>		31	31

Wolverine West Fireworks

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Display Fireworks • Consumer Fireworks • Pyro SpFx

City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
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Assorted Cases - Ball Shells

US Designers	2.5" Assorted Cases - Dragon eggs blue pearls pistil, Dragon eggs red pearls pistil, Dragon eggs green pearls pistil, Crackling red pearls pistil, Crackling green pearls pistil, Crackling blue pearls pistil, Silver palm chry blue pearls pistil, Silver palm chry red pearls pistil, Silver palm chry white pearls pistil, Red crackling, Green crackling, Peach crackling (12 Variety - 10 ea)	120	120
Beihai	3" Assorted Cases - Red Peony, Green Peony, Blue Peony, Purple Peony, Yellow Peony, Variegated Peony, Green & Purple Peony, Red Peony w/Green Core, Silver Peony, Purple Peony w/Crackling Rain Core, Red Chry, Green Chry, Silver Chry, Mixed Color Chry, Red Wave, Green Wave, Silver Wave, Silver Wave to Red, Colorful Wave, Red to Crackling Rain Peony, Gold Wave to Green w/Crackling Core, Purple Willow, Green Crown, Blue to Green Peony, Red to Green Peony, Glittering Silver, Orange Chry, Gold Wave w/Crackling Core, Blue to Red Peony, Golden Willow to Glittering Core, Golden Wave to Yellow Peony, Golden Crackling Rain Peony, Golden Willow to Silver, Dragon Eggs, Green to Silver Wave, Brocade Crown (36 Variety - 2 ea)	72	72
Jinsheng	3" Assorted Cases (all w/Tails) - Yellow to Gold Willow, Willow Crown, Brocade Crown, Silver Crown w/Crackling Star, Brocade Crown to Red, Crackling Gold Willow, Purple to Gold Willow, Flower Crown, Crackling Willow, Silver Crown w/Small Flowers, Brocade Crown to Blue, Brocade Crown w/Strobe, Gold Willow, Gold Strobe Willow, Green Strobe Willow, Silver Strobe Willow, Crackling Rain Willow, Gold Willow to Strobing, Brocade Crown to Green, Brocade Crown to Purple, Flower Crown w/Lighting Pistil, Gold Willow to Green, Gold Willow to Blue, Gold Willow to Silver (24 Variety - 3 each)	72	72
Wolverine	3" Silver Assorted Case - Green Twinkling Dahlia, Varigated Glitter w/Tail, Gold Kamuro w/Tail, Glittering Ring w/Tail, Purple Dahlia w/Tail, Red Dahlia w/Tail, Varigated Dahlia w/Tail, Silver Willow w/Tail, Varigated Willow w/Tail, Green Willow w/Tail, Glittering Palm w/Tail, Silver Palm w/Tail, Purple Coconut w/Tail, Crackling Gold Spider w/Tail, Orange Peony, Red Peony, White Peony, Blue Peony (18 Variety - 4 ea)	72	72
Beihai	4" Assorted Cases - Red Crown, Green Crown, Blue Willow, Chry to Purple, Chry to Green, Orange Chry w/Crackling Rain Core, Green Peony w/Red Core, Golden Wave to Red, Green to Purple Peony, Golden Crackling Rain Peony, Half Red/Half Green Peony, Red Wave Ring, Yellow Falling Leaves, Brocade Crown to Red, Brocade Crown, Silvery Crown, Silvery Wave, Golden Wave Chry (18 - 2 ea Variety)	72	72

Wolverine West Fireworks

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Fax: 206.522.1697



Display Fireworks • Consumer Fireworks • Pyro SpFx

City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
<i>Assorted Cases - Ball Shells</i>			
Jinsheng	<u>4" Assorted Cases</u> (all w/Tails) - Brocade Crown, Brocade Crown w/Red, Brocade Crown w/Strobe, Brocade Crown w/Green, Yellow to Gold Willow, Red to Gold Willow, Blue to Gold Willow, Gold Willow to Strobe, Gold Willow w/Crackling, Crackling Rain Willow, Gold Willow, Flower Crown w/Lighting Pistil, Purple to Gold Willow, Gold Willow to Red, Gold Willow to Blue, Gold Willow to Silver, Silver Palm Crackling w/Report, Gold Palm Crackling w/Report (18 Variety - 2 ea)	36	36
Wolverine	4" Assorted Dahlias (Pink, Lemon, Aqua)	18	18
Wolverine	<u>4" Silver Assorted Case</u> - Red Wave, Silver Wave to Green, Red Coconut, Red Peony w/Green Pistil, Orange Strobe, Lemon Strobe (6 Variety - 6 ea)	36	36
Wolverine	<u>4" Silver Bonze Case</u> - Varigated Peony (Lemon, Orange, Purple & Green Stars), Orange Peony, Purple Peony, Blue Peony, Green Peony, Lemon Peony, Red Peony, Gold Chry, Silver Chry. (9 Variety - 4 ea)	36	36

Wolverine West Fireworks

4616 - 25th Ave NE #528 - Seattle, WA 98105

Rod: 206.459.0917 - Andy: 360.870.1833

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Display Fireworks • Consumer Fireworks • Pyro SpFx

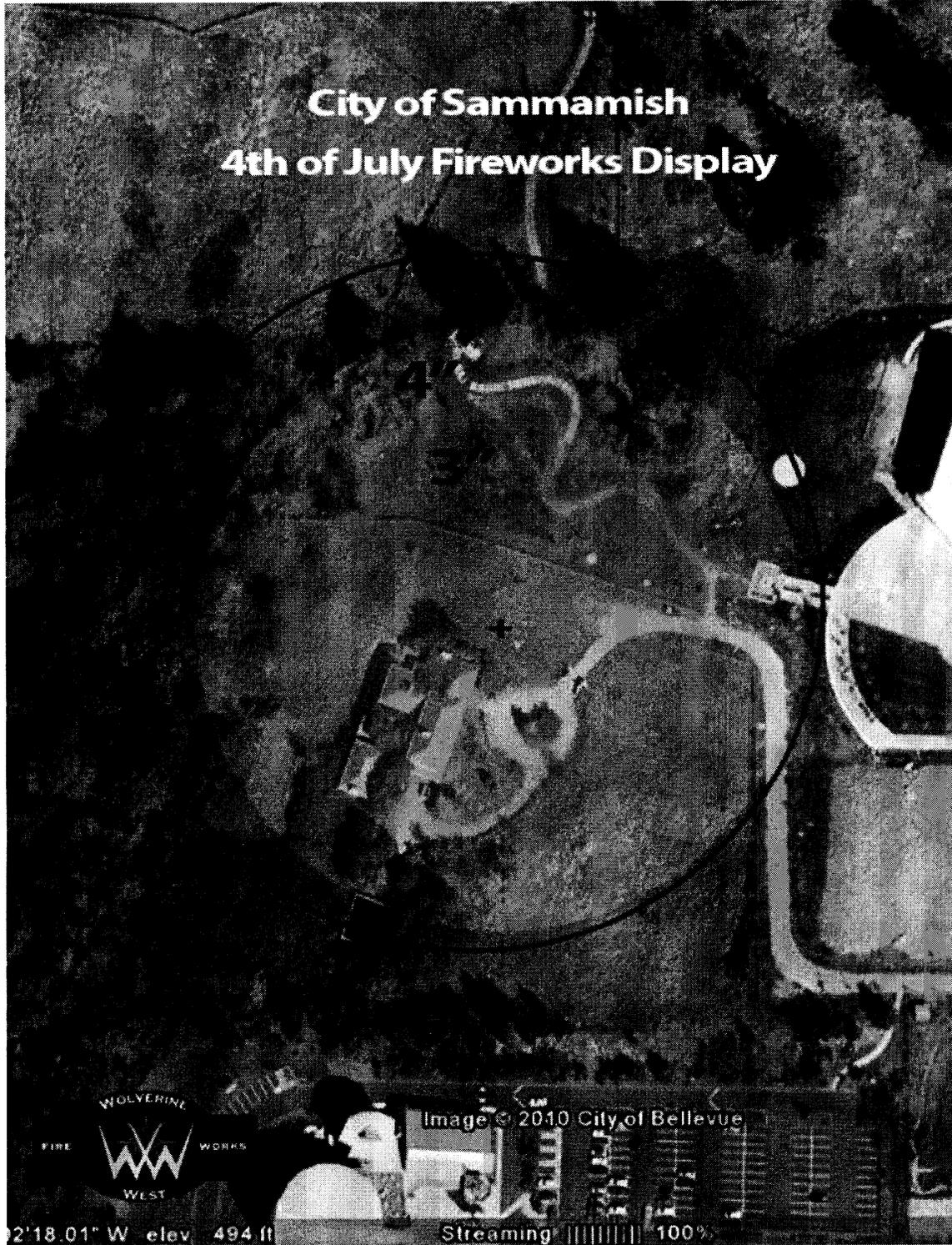
City of Sammamish - 4th of July, 2010 Fireworks Display Proposal

Brand	Description	Quantity	Effects
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Summary Totals

	<i>Total Multi-Shot "Cakes"</i>	13	3,760
<hr/>			
	<i>Total Special Effects (strobe pots)</i>	6	
<hr/>			
	<i>Total 2.5" Straight Case Ball Shells</i>	120	
	<i>Total 2.5" Assorted Case Ball Shells</i>	120	
	Grand Total 2.5"	240	
<hr/>			
	<i>Total 3" Finale Shells</i>	72	
	<i>Total 3" Mines</i>	24	
	<i>Total 3" Comets</i>	42	
	<i>Total 3" Straight Case Ball Shells</i>	161	
	<i>Total 3" Peanut Shells - Two Break</i>	12	
	<i>Total 3" Cylinder Shells - Multi-Break</i>	26	
	<i>Total 3" Assorted Case Ball Shells</i>	216	
	Grand Total 3"	553	
<hr/>			
	<i>Total 4" Finale Shells</i>	40	
	<i>Total 4" Straight Case Ball Shells</i>	36	
	<i>Total 4" Peanut Shells - Two Break</i>	12	
	<i>Total 4" Cylinder Shells - Multi-Break</i>	31	
	<i>Total 4" Assorted Case Ball Shells</i>	198	
	Grand Total 4"	317	
<hr/>			

Total Price Includes WSST \$25,000.00



City of Sammamish 4th of July Fireworks Display



Image © 2010 City of Bellevue

Streaming 100%

12'18.01" W elev. 494 ft



City Council Agenda Bill

Meeting Date: May 4, 2010

Date Submitted: April 30, 2010

Originating Department: Community Development

Clearances:

<input checked="" type="checkbox"/> City Manager	<input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Recreation
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Ratification of Countywide Planning Policy (CPP) amendments

Action Required: Approve resolution to ratify CPP amendments for Sammamish

Exhibits:

1. Proposed Resolution
2. 2010 CPP Amendments
3. Letter from King County dated February 17, 2010

Budget: N/A

Summary Statement:

Each city in King County is being asked to ratify the 2010 CPP amendments adopted by King County on January 25, 2010. The amendments were the result of a year-long process working through the Growth Management Planning Council and reflect the input from Sammamish and other cities. This 2010 set of amendments includes: Language to harmonize the CPPs with Vision 2040 and the PSRC regional growth strategy, new 2031 growth targets for housing and jobs, and related 'housekeeping' changes. The CPP amendments also establish growth targets for incorporated cities including Sammamish, currently unincorporated Potential Annexation Areas (PAAs) associated with cities, other unassociated unincorporated urban areas, and non-urban areas (rural and natural resource lands). Additional CPP amendments are currently in discussion at the Growth Management Planning Council (GMPC) and may result in a second set for consideration later in 2010 or 2011.

Background: The CPPs are amended on an as-needed basis and are developed through a multi-jurisdictional process at the GMPC. Sammamish participates in the GMPC process and the amendments reflect Sammamish's requested growth target levels.

Financial Impact: N/A

Recommended Motion: Approve the resolution ratifying the CPP amendments

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2010-_____**

**A RESOLUTION OF THE CITY OF SAMMAMISH, WASHINGTON,
RATIFYING 2010 AMENDMENTS TO THE KING COUNTY
COUNTYWIDE PLANNING POLICIES**

WHEREAS, the Growth Management Planning Council (GMPC) was established in 1991 by interlocal agreement between King County and King County cities as a collaborative body to create and amend Countywide Planning Policies (CPPs); and,

WHEREAS, pursuant to state law the King County Council adopted the original King County CPPs in July of 1992, and amendments have been developed and adopted several times since then; and,

WHEREAS, on October 28, 2009 the GMPC unanimously approved a motion amending the King County Countywide Planning Policies and recommending their adoption by King County and ratification by a sufficient number of cities; and,

WHEREAS, on January 25, 2010, the King County Council adopted the 2010 CPP amendments and ratified the amendments on behalf of unincorporated King County; and

WHEREAS, on February 17, 2010 King County transmitted the 2010 CPP amendments to the City of Sammamish for consideration and ratification;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
SAMMAMISH, WASHINGTON RESOLVES AS FOLLOWS:**

Section 1. The City of Sammamish, Washington, hereby ratifies the 2010 amendments to the King County Countywide Planning Policies. A copy of the CPP amendments marked as Exhibit 2 is attached to this resolution.

Section 2. Effective Date. This resolution shall take effect immediately upon passage by the Sammamish City Council.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING ON MAY 4, 2010.

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

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

April 30, 2010

16747

2009-0641 Attachment B

10/28/09

Sponsored By: Executive Committee

/pr

1 MOTION NO. 09-2

2 A MOTION by the Growth Management Planning Council of King
3 County recommending the amendment of the Countywide Planning
4 Policies updating existing policies to provide for housing and
5 employment targets for the period 2006-2031. This motion also
6 amends Table LU-1 of the Countywide Planning Policies by replacing
7 the existing Household and Employment Growth Targets for the
8 2001-2022 period with new Housing and Employment Growth
9 Targets for the 2006-2031 period.

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12
13 WHEREAS, in accordance with the Growth Management Act (GMA), the 2002
14 Countywide Planning Policies established household and employment targets for each city
15 and for King County through 2022; and

16
17 WHEREAS, the 2002 targets need to be updated to reflect projected growth through 2031
18 in accordance with the GMA (RCW 36 70A 110); and

19
20 WHEREAS, Countywide Planning Policy FW-3 states that the adopted household and
21 employment targets shall be monitored by King County annually with adjustments made by
22 the Growth Management Planning Council utilizing the process established in FW-1, Step
23 6; and

24
25 WHEREAS since June, 2008 staff from King County and the cities in King County have
26 worked cooperatively to analyze and recommend new 20-year housing and employment
27 targets; and

28
29 WHEREAS the Growth Management Planning Council met and discussed the updates of
30 the housing and employment growth targets for the period 2006-2031, with opportunity for
31 public comment on April 15, 2009, July 15, 2009 and September 16, 2009.
32

33 BE IT RESOLVED THAT THE GROWTH MANAGEMENT PLANNING COUNCIL OF
 34 KING COUNTY HEREBY MOVES TO AMEND THE POLICIES, TEXT, AND TABLE
 35 LU-1 OF THE COUNTYWIDE PLANNING POLICIES AS FOLLOWS:

36 **C. Urban Areas**

37 *The following policies establish an Urban Growth Area (UGA), determine the amount of*
 38 *household housing and employment growth to be accommodated within the UGA in the*
 39 *form of targets for each jurisdiction, and identify methods to phase development within this*
 40 *area in order to bring certainty to long-term planning and development within the County.*
 41 *All cities are included in the UGA, with the cities in the Rural Area identified as islands of*
 42 *urban growth. The UGA is a permanent designation. Land outside the UGA is designated*
 43 *for permanent rural and resource uses. Countywide Policies on Rural and Resource Areas*
 44 *are found in Chapter IIIA, Resource Lands, and Chapter IIIB, Rural Areas.*

45
 46
 47 *In accordance with the State Growth Management Act (GMA) (RCW 36.70A.110), the State*
 48 *Office of Financial Management (OFM) provides a population projection to each county.*
 49 *The county, through a collaborative intergovernmental process established by the Growth*
 50 *Management Planning Council, allocates the population as growth targets to individual*
 51 *jurisdictions. Forecasts prepared by the Puget Sound Regional Council are used to*
 52 *establish the county employment projection.*

53
 54 *The process for allocating growth targets in King County is a collaborative exercise*
 55 *involving input from the county and cities. The allocations determined through this process*
 56 *are to be guided by existing relevant policies at the regional, countywide, and local levels*
 57 *and are to take into account best available data on factors influencing future growth in the*
 58 *region, as follows:*

- 59
 60 1. *The PSRC employment forecasts are calculated for the four geographic subareas of the*
 61 *UGA (Sea Shore, South, East, and Rural Cities). These then become subarea*
 62 *employment targets.*
 63 2. *The jurisdictions collectively allocate the OFM population projection to the four*
 64 *subareas based on the projected employment for each area. A small amount of*
 65 *population growth is assumed to occur in the Rural area.*
 66 3. *The technical staff translates the population projections into projected households,*
 67 *taking into account different average household sizes within each subarea. These*
 68 *projections then become subarea household targets.*
 69 4. *Jurisdictions within each subarea negotiate the distribution of subarea household and*
 70 *employment targets using criteria based on Countywide Planning Policies.*

71
 72 *The housing and employment capacity in the UGA, based on adopted plans and regulations,*
 73 *should accommodate the projected 20-year growth. Growth is to be accommodated within*
 74 *permanent Urban Areas by increasing densities, as needed. Phasing should occur within*
 75 *the UGA, as necessary, to ensure that services are provided as growth occurs.*
 76

- 77 FW-11 The land use pattern for King County shall protect the natural environment by
78 reducing the consumption of land and concentrating development. An Urban
79 Growth Area, Rural Areas, and resource lands shall be designated and the
80 necessary implementing regulations adopted. This includes Countywide estab-
81 lishment of a boundary for the Urban Growth Area. Local jurisdictions shall
82 make land use decisions based on the Countywide Planning Policies.
83
- 84 FW-12 The Urban Growth Area shall provide enough land to accommodate future urban
85 development. Policies to phase the provision of urban services and to ensure
86 efficient use of the growth capacity within the Urban Growth Area shall be
87 instituted.
88
- 89 FW-12(a) All jurisdictions within King County share the responsibility to accommodate the
90 20-year population projection and job employment forecast. ~~The population~~
91 ~~projection shall be assigned to the four subareas of King County (Sea Shore, East,~~
92 ~~South and the Rural Cities) proportionate with the share of projected employment~~
93 ~~growth.~~ Anticipated growth shall be allocated pursuant to the following
94 objectives:
95 a. To plan for a pattern of growth that is guided by the Regional Growth
96 Strategy contained in Vision 2040, the growth management, transportation,
97 and economic development plan for the 4-county central Puget Sound region;
98 b. To ensure efficient use of land within the UGA by directing growth to Urban
99 Centers and Activity Centers;
100 c. To limit development in the Rural Areas;
101 d. To protect designated resource lands;
102 e. To ensure efficient use of infrastructure;
103 f. To improve the jobs/housing balance within the county on a subarea basis;
104 g. To promote a land use pattern that can be served by public transportation and
105 other alternatives to the single occupancy vehicle; and
106 h. To provide sufficient opportunities for growth within the jurisdictions.
107
- 108 FW-12(b) The growth targets established pursuant to the methodology described in LU-25c
109 and LU-25d shall be supported by both regional and local transportation
110 investments. The availability of an adequate transportation system is critically
111 important to accommodating growth. The regional responsibility shall be met by
112 planning for and delivering county, state, and federal investments that support the
113 growth targets and the land use pattern of the County. This includes investments
114 in transit, state highways in key regional transportation corridors, and in improved
115 access to the designated Urban Centers. The local responsibility shall be met by
116 local transportation system investments that support the achievement of the
117 targets.
- 118 FW-12(c) Ensuring sufficient water supply is essential to accommodate growth and
119 conserve fish habitat. Due to the substantial lead-time required to develop water
120 supply sources, infrastructure and management strategies, long-term water supply
121 planning efforts in the Region must be ongoing.
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1. *Urban Growth Area*

The Growth Management Act requires King County to designate an Urban Growth Area in consultation with cities. The Countywide Planning Policies must establish an Urban Growth Area that contains enough urban land to accommodate at least 20 years of new population and employment growth. The Growth Management Act states: "based upon the population forecast made for the County by the Office of Financial Management, the Urban Growth Areas in the County shall include areas and densities sufficient to permit urban growth that is projected to occur in the County for the succeeding 20-year period. Each Urban Growth Area shall permit urban densities and shall include greenbelt and open space areas." An Urban Growth Area map is attached as Appendix 1, which guides the adoption of the 1994 Metropolitan King County Comprehensive Plan.

LU - 25a Each jurisdiction shall plan for and accommodate the household housing and employment targets established pursuant to LU-25c and LU-25d. This obligation includes:

- a. Ensuring adequate zoning capacity; and
- b. Planning for and delivering water, sewer, transportation and other infrastructure, in concert with federal and state investments and recognizing where applicable special purpose districts; and
- c. Accommodating increases in household housing and employment targets as annexations occur.

The targets will be used to plan for and to accommodate growth within each jurisdiction. The targets do not obligate a jurisdiction to guarantee that a given number of housing units will be built or jobs added during the planning period.

LU-25b Growth targets for each Potential Annexation Area shall be set as a proportional share of the overall Urban Unincorporated Area target commensurate with the PAA's share of total Unincorporated Urban Area housing and employment capacity determined in the most recent Buildable Lands Report. As annexations or incorporations occur, growth targets shall be adjusted. Household Housing and employment targets for each jurisdiction's potential annexation area, as adopted in Table LU-1, shall be transferred to the annexing jurisdiction or newly incorporated city as follows:

- a. King County and the respective city will determine new housing household and employment targets for areas under consideration for annexation prior to the submittal of the annexation proposal to the King County Boundary Review Board;
- b. A city's household housing and employment targets shall be increased by a share of the target for the potential annexation area proportionate to the share of the potential annexation area's development capacity located within the area annexed. In the case of incorporation, an equivalent formula shall be used to establish household housing and employment targets for the new city.

- 168 Each city will determine how and where within their corporate boundaries to
 169 accommodate target increases;
- 170 c. The County's unincorporated Urban areas targets shall be correspondingly
 171 decreased to ensure that overall target levels in the county remain the same;
- 172 d. The household housing and employment targets in Table LU-1 will be
 173 updated periodically to reflect changes due to annexations or incorporations.
 174 These target updates do not require adoption by the Growth Management
 175 Planning Council.
 176

177 LU -25c The target objectives identified in FW-12a shall be realized through the following
 178 methodology for allocating housing household targets:
 179

- 180 a. Determine the additional population that must be accommodated countywide
 181 by ~~calculating the difference between the most recent Census count and the~~
 182 ~~State Office of Financial Management population projection for the end of~~
 183 during the twenty year planning period based on the range of population
 184 projections made by the State Office of Financial Management for the county
 185 and 4-county central Puget Sound region and guided by the Regional Growth
 186 Strategy contained in Vision 2040;
- 187 b. ~~Subtract a percentage from that number to represent the amount of growth~~
 188 ~~that is assumed to occur in the unincorporated Rural Area;~~
- 189 b. Assign proportions of the ~~urban~~ countywide population growth to each of six
 190 Regional Geographies as defined by Vision 2040 to include Metropolitan
 191 Cities, Core Cities, Larger Cities, Small Cities, Unincorporated Urban
 192 Growth Areas, and Rural and Natural Resource Lands ~~the four subareas (Sea-~~
 193 ~~Shore, South, East, and Rural Cities) based on the proportion of future~~
 194 ~~employment growth forecasted for each of those subareas by the Puget Sound~~
 195 ~~Regional Council;~~
- 196 c. Allocate population growth to each Regional Geography as guided by Vision
 197 2040 and also taking into account additional factors;
- 198 d. Assume that a small amount of population growth, approximately 3% to 4%
 199 of the countywide total, will occur in the Rural area;
- 200 e. Convert the ~~estimated~~ projected population for each ~~subarea~~ Urban Regional
 201 Geography to an estimated number of ~~households~~ housing units needed,
 202 using projected average household sizes, group quarters population, and
 203 vacancy rates that reflect the variation among those subareas observed in the
 204 most recent Census;
- 205 f. Allocate a household housing target to individual jurisdictions, within each
 206 ~~subarea~~ Regional Geography, based on FW-12a and considering the
 207 following factors:
 208 1. the availability of water and the capacity of the sewer system;
 209 2. the remaining portions of previously adopted ~~household~~ targets;
 210 3. the presence of urban centers and activity areas within each jurisdiction;
 211 4. the availability of zoned development capacity in each jurisdiction; and
 212 5. the apparent market trends for housing in the area.
- 213 f. Jurisdictions shall plan for housing household targets as adopted in Table LU-
 214 1; and

- g. Monitoring should follow the process described in policy FW-1.

A portion of the urban employment growth will occur in Activity Areas and neighborhoods in the Urban Area. This employment growth will support the Urban Centers, while balancing local employment opportunities in the Urban Area

LU - 25d The target objectives identified in FW-12a shall be realized through the following methodology for allocating employment targets:

- a. Determine the number of jobs that must be accommodated in each of the four subareas of King County (Sea Shore, South, East, and the Rural Cities) in accordance with the most recent PSRC job estimates and forecasts for during the 20-year planning period based on the most recent forecast of employment growth produced by the Puget Sound Regional Council for the four-county central Puget Sound region, and guided by the Regional Growth Strategy contained in Vision 2040. To account for uncertainty in the employment forecasts, establish a range of new jobs that must be accommodated in each subarea. Unless exceptional circumstances dictate, the range should be 5% on either side of the PSRC forecast.
- b. Assign proportions of the countywide employment growth to each of six Regional Geographies as defined by Vision 2040 to include Metropolitan Cities, Core Cities, Larger Cities, Small Cities, Unincorporated Urban Growth Areas, and Rural and Natural Resource Lands;
- c. Allocate employment growth to each Regional Geography as guided by Vision 2040 and also taking into account additional factors;
- d. Assume that a small amount of employment growth, less than 1% of the countywide total, will occur in the Rural area;
- e. Allocate an employment target to individual jurisdictions, within each Urban Regional Geography, based on FW-12a and considering the following factors:
 1. the PSRC small area forecasts;
 2. the presence of urban centers, manufacturing/industrial centers, and activity areas within each jurisdiction;
 3. the availability of zoned commercial and industrial development capacity in each jurisdiction and;
 4. the access to transit, as well as to existing highways and arterials.
- b. ~~For each subarea, determine the point within the range upon which jurisdictions within the subarea will base their targets and allocate employment growth targets to individual jurisdictions based on consideration of the following:~~
- c. Jurisdictions shall plan for employment targets as adopted in Table LU-1.

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Table EU-1: Housing and Employment Growth Targets (2006 - 2031)				
Regional Geography City / Subarea	Housing Target	PAA Housing Target	Employment Target	PAA Employment Target
	Net New Units	Net New Units	Net New Jobs	Net New Jobs
Metropolitan Cities				
Bellevue	17,000	290	53,000	
Seattle	86,000		146,700	
Subtotal	103,000		199,700	
Core Cities				
Auburn	9,620		19,350	
Bothell	3,000	810	4,800	200
Burien	3,900		4,600	
Federal Way	8,100	2,390	12,300	290
Kent	7,800	1,560	13,200	290
Kirkland	7,200	1,370	20,200	650
Redmond	10,200	640	23,000	
Renton	14,835	3,895	29,000	470
SeaTac	5,800		25,300	
Tukwila	4,800	50	15,500	2,050
Subtotal	75,255		167,250	
Larger Cities				
Des Moines	3,000		5,000	
Issaquah	5,750	290	20,000	
Kenmore	3,500		3,000	
Maple Valley**	1,800	1,060	2,000	
Mercer Island	2,000		1,000	
Sammamish	4,000	350	1,800	
Shoreline	5,000		5,000	
Woodinville	3,000		5,000	
Subtotal	28,050		42,800	
Small Cities				
Algona	190		210	
Beaux Arts	3		3	
Black Diamond	1,900		1,050	
Carnation	330		370	
Clyde Hill	10		-	
Covington	1,470		1,320	
Duvall	1,140		840	
Enumclaw	1,425		735	
Hunts Point	1		-	
Lake Forest Park	475		210	
Medina	19		-	
Milton	50	90	160	
Newcastle	1,200		735	
Normandy Park	120		65	
North Bend	665		1,050	
Pacific	285	135	370	
Skykomish	10		-	
Snoqualmie	1,615		1,050	
Yarrow Point	14		-	
Subtotal	10,922		8,168	
Urban Unincorporated				
Potential Annexation Areas	12,930		3,950	
North Highline	1,360		2,530	
Bear Creek UPD	910		3,580	
Undeclared Urban Unincorporated	650		90	
Subtotal	15,850		10,150	
King County UGA Total	233,077		428,068	
* Targets base year is 2006. PAA / city targets have been adjusted to reflect annexations through 2008.				
** Target for Maple Valley PAA contingent on approval of city - county joint plan for Summit Place.				

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ADOPTED by the Growth Management Planning Council of King County on October 28,
2009 in open session, and signed by the chair of the GMPC.



Kurt Triplett, Chair, Growth Management Planning Council



King County

Metropolitan King County Council

Anne Noris, Clerk of the Council

King County Courthouse

516 Third Avenue, Room W1039

Seattle, WA 98104-3272

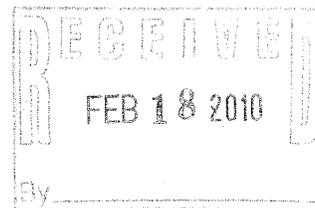
Tel: 206-296-1020

Fax: 206-205-8165

TTY/TDD: 206-296-1024

Email: anne.noris@kingcounty.gov

Web: www.kingcounty.gov/council/clerk



February 17, 2010

The Honorable Don Gerend
City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075-9509

Dear Mayor Gerend:

We are pleased to forward for your consideration and ratification the enclosed amendments to the King County Countywide Planning Policies (CPP).

On January 25, 2010, the Metropolitan King County Council approved and ratified the amendments on behalf of unincorporated King County. The Ordinances became effective February 14, 2010. Copies of the King County Council staff reports, ordinances and Growth Management Planning Council motions are enclosed to assist you in your review of these amendments.

In accordance with the Countywide Planning Policies, FW-1, Step 9, amendments become effective when ratified by ordinance or resolution by at least 30 percent of the city and county governments representing 70 percent of the population of King County according to the interlocal agreement. A city will be deemed to have ratified the amendments to the CPP unless, within 90 days of adoption by King County, the city takes legislative action to disapprove the amendments. **Please note that the 90-day deadline for this amendment is Saturday, May 15, 2010.**

If you adopt any legislation relative to this action, please send a copy of the legislation by the close of business, Friday, May 14, 2010, to Anne Noris, Clerk of the Council, W1039 King County Courthouse, 516 Third Avenue, Seattle, WA 98104, anne.noris@kingcounty.gov.

If you have any questions about the amendments or ratification process, please contact Paul Reitenbach, Senior Policy Analyst, King County Department of Development and Environmental Services, at 206-296-6705, or Rick Bautista, Metropolitan King County Council Staff, at 206-296-0329.

Thank you for your prompt attention to this matter.

Sincerely,

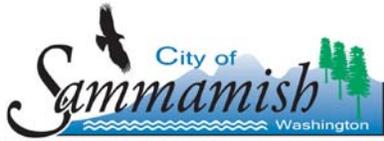
Handwritten signatures of Bob Ferguson and Dow Constantine.

Bob Ferguson, Chair
Metropolitan King County Council

Dow Constantine
King County Executive

Enclosures

cc: King County City Planning Directors
Suburban Cities Association
Paul Reitenbach, Senior Policy Analyst, DDES
Rick Bautista, Council Staff, Environment and Transportation Committee
(ETC)



City Council Agenda Bill

Meeting Date: May 4, 2010

Date Submitted: April 22, 2010

Originating Department: Admin Services

Clearances:

City Manager
 Attorney
 Admin Services

Community Development
 Finance & IT
 Fire

Parks & Rec
 Police
 Public Works

Subject: Resolution Declaring a City owned vehicle currently being used by Eastside Fire & Rescue as surplus property

Action Required: Adopt resolution declaring 1993 Ford F-350, License # 25560C, VIN #2FDJF37M8PCA94866 surplus, direct City Staff to dispose of the vehicle in a manner prescribed in State Law, and deposit the proceeds in the Eastside Fire & Rescue Equipment Replacement Fund

Exhibits: Resolution

Vehicle Certificate of Ownership 1993 Ford F-350, License # 25560C, VIN #2FDJF37M8PCA94866

Vehicle Certificate of Ownership 2008 Chevrolet CT3, License # 90111C, VIN# 1GBJG31681191783

Sammamish EF&R Vehicles, Incorporation of the City to Present

Budget: 1993 Ford F-350 estimated value \$850.00

Summary Statement:

When one of Sammamish's vehicles being used by Eastside Fire & Rescue is scheduled to be replaced; the vehicle is declared surplus, sold, and the proceeds deposited in the Eastside Fire & Rescue Equipment Replacement Fund.

Background:

Upon incorporation a number of Fire vehicles and apparatus were transferred to the City of Sammamish from Fire District 10. Vehicles are titled to the City of Sammamish as the legal owner and Eastside Fire & Rescue uses and maintains the vehicles.

Eastside Fire & Rescue's annual budget includes an Equipment Replacement Fund and Vehicle Replacement Schedule. When one of Sammamish's vehicles is scheduled to be replaced the



City Council Agenda Bill

Eastside Fire & Rescue Board requests that the City Council declare the vehicle surplus so that it may be sold and the proceeds deposited in the Eastside Fire & Rescue Equipment Replacement Fund.

Financial Impact:

1993 Ford F-350 estimated value \$850.00

Recommended Motion:

Adopt resolution declaring 1993 Ford F-350, License # 25560C, VIN #2FDJF37M8PCA94866 surplus, direct City Staff to dispose of the vehicle in a manner prescribed in State Law, and deposit the proceeds in the Eastside Fire & Rescue Equipment Replacement Fund

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO: R2010-____**

**A RESOLUTION OF THE CITY OF SAMMAMISH CITY COUNCIL DECLARING A
VEHICLE AS SURPLUS**

WHEREAS, the City of Sammamish has established an Equipment Replacement Fund and Equipment Replacement Plan for its motor vehicles; and

WHEREAS, the Equipment Replacement Plan calls for the replacement of several vehicles owned by the City of Sammamish in 2010;

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

The following vehicle has been replaced and is declared surplus to the needs of the City and shall be disposed of in a manner prescribed in state law:

1993 Ford F-350, License # 25560C, VIN #2FDJF37M8PCA94866

**ADOPTED BY THE CITY COUNCIL AT THEIR MEETING THEREOF ON THE ____
DAY OF _____, 2010.**

CITY OF SAMMAMISH

Mayor Donald J. Gerend

ATTEST/AUTHENTICATED

Melonie Anderson, City Clerk

Approved as to form:

Bruce L. Disend, City Attorney

Filed with the City Clerk: April 30, 2010

Passed by the Council:

Resolution No: R2010- __

STATE OF WASHINGTON VEHICLE CERTIFICATE OF OWNERSHIP

CERTIFICATE NUMBER
0126717013

LICENSE NUMBER 25560C	DATE OF APPLICATION 08/02/1993	MODEL YEAR 1993	MAKE FORD	POWER/USE D/EX	SERIES & BODY STYLE VAN
VEHICLE IDENTIFICATION NUMBER (VIN) 2FDJF37M8PCA94866		FLEET/EQUIP. NUMBER 5806	SCALE WT.	MILEAGE 0000006	ODOMETER CODE ACTUAL MILEAGE
COMMENTS/ BRANDS 19518 1993			PRIOR TITLE STATE WA	PRIOR TITLE NUMBER 9321417206	

REGISTERED OWNER
EASTSIDE FIRE AND RESCUE
175 NEWPORT WAY NW
ISSAQUAH WA 98027

SIGNATURE(S) OF REGISTERED OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY _____
REGISTERED OWNER SIGNATURE DATE OF SALE

BY _____
REGISTERED OWNER SIGNATURE DATE OF SALE

LEGAL OWNER
CITY OF SAMMAMISH
486 228TH AVE NE
SAMMAMISH WA 98074-7209

SALE PRICE _____
SIGNATURE(S) OF LEGAL OWNER(S) BELOW, HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE.

BY _____
FIRST LEGAL OWNER-SIGNATURE & TITLE DATE RELEASED

BY _____
SECOND LEGAL OWNER-SIGNATURE & TITLE DATE RELEASED

LEGAL OWNER: When lien is satisfied, release interest by signing above and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the document within 10 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.12.170.

TRANSFEREE/BUYER MUST APPLY FOR TRANSFER OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY, TO AVOID PENALTY. (SEE REVERSE FOR ADDITIONAL INFORMATION.)

I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF LICENSING SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.

John Leggett
DIRECTOR, DEPARTMENT OF LICENSING



10/01
TD-420-002

0032578
0032579

AT **KEEP IN A SAFE PLACE**

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

Seller: Please DETACH HERE

STATE OF WASHINGTON - DEPARTMENT OF LICENSING

Seller: Please DETACH HERE

VEHICLE REPORT OF SALE

ONLY RETURN THIS PORTION

REQUIRED WHENEVER OWNERSHIP CHANGES - INCLUDING DEALER TRADES

WARNING: THIS FORM DOES NOT TRANSFER OWNERSHIP

PLEASE PRINT OR TYPE - SEE IMPORTANT INSTRUCTIONS BELOW.

DOL USE ONLY

LICENSE NUMBER 25560C	VEHICLE IDENTIFICATION NUMBER (VIN) 2FDJF37M8PCA94866	MODEL YEAR 1993	MAKE FORD	SERIES/BODY VAN	CERTIFICATE NUMBER 0126717013
TRANSFEROR/SELLER: To be released from civil/criminal liability for the operation of the vehicle you must fill in this form COMPLETELY . The completed form MUST be delivered to your local Washington vehicle license office, within 5 days from the date of sale of the vehicle. A service fee will apply.			VISIT THE DOL WEBSITE AT: www.wa.gov/dol		
NAME OF SELLER/TRANSFEROR (CURRENT REGISTERED OWNER)			NAME OF PURCHASER/TRANSFeree		
COMPLETE ADDRESS OF SELLER/TRANSFEROR			COMPLETE ADDRESS OF PURCHASER/TRANSFeree		
CITY STATE ZIP CODE			CITY STATE ZIP CODE		
DATE VEHICLE WAS SOLD	TODAY'S DATE	VEHICLE PURCHASE PRICE	SELLER'S/TRANSFEROR'S SIGNATURE X		

Seller: Please DETACH HERE

Seller: Please DETACH HERE

PENALTY FEE FOR LATE TRANSFER

Transfer of ownership is required when there is a change in ownership. This includes, but is not limited to, adding or deleting registered owner(s), when the vehicle is sold, traded or given as a gift. The transferee/buyer of a vehicle is required to transfer the vehicle certificate of ownership within 15 calendar days, from date of delivery. This can be done using the Application for Certificate of Ownership, TD-420-001, which may be obtained from the DOL Website at: www.wa.gov/dol or from your nearest Vehicle Licensing Office. Failure to transfer ownership may result in monetary penalty pursuant to RCW 46.12.101(6).

Seller (Current Registered Owner) - Please Read:

- 1) **COMPLETELY FILL OUT REPORT OF SALE ABOVE** (Incomplete information may void your report of sale.)
- 2) Detach this portion and make a copy for your records. (IMPORTANT: A seller's report does not transfer ownership.)
- 3) Deliver to your local vehicle licensing agent. A service fee will apply.
- 4) The completed form **must** be **received** by the licensing agent **within 5 days** of sale, (excluding Saturdays, Sundays, State and Federal holidays).
- 5) Give the top portion (released Certificate of Ownership) to the buyer, who must take it to a vehicle licensing office to transfer ownership.

RCW 46.12.101 and 46.55 require that the registered owner of a vehicle notify the Department of Licensing in writing, on the appropriate form, of the sale or transfer of the vehicle. A registered owner selling or transferring interest in a vehicle SHALL BE RELIEVED OF PERSONAL LIABILITY FOR ABANDONED/JUNK VEHICLE TOWING AND STORAGE CHARGES, and shall not be deemed to be the owner of the vehicle SO AS TO BE SUBJECT TO CIVIL OR CRIMINAL LIABILITY for the operation of the vehicle thereafter by another person WHEN: 1) He/she has made PROPER ENDORSEMENT AND DELIVERY of the Certificates of Ownership and Registration to the purchaser/transferee 2) He/she has DELIVERED TO THE DEPARTMENT WITHIN FIVE DAYS from the date of delivery, (excluding Saturdays, Sundays, State and Federal holidays) a "Seller's Report of Sale," indicating THE DATE OF SALE, THE NAME AND ADDRESS OF THE NEW OWNER or transferee, and A DESCRIPTION of the vehicle; or PROPER DOCUMENTS for registration of the vehicle pursuant to the sale or transfer.

IMPORTANT: If a Seller's Report of Sale has not been submitted to the department...



Vehicle Certificate of Ownership (Title)

Certificate Number

1000724201

License number 90111C	Vehicle identification number (VIN) 1GBJG316381191783	Year 2008	Make CHEV	Model CT3	Style MY	Series/Body EXP
Date issued 06/04/2009	Odometer miles 0000027	Odometer status A	Fleet number # 5816	Equipment number	Fuel type G	
Use class EXC	Scale weight 05425	Gross weight 000003	Vehicle color	Prior title state WA	Prior title number 0915511313	
Comments 44617-2009						

Brands

Sale price \$ _____

Date of sale _____

Legal owner: To release your interest, sign below, then give this title to the registered owner/transferee or send it to a vehicle licensing office with the proper fee. You may be liable to the registered owner/transferee for penalties if you do not release interest within 10 days after proper demand.

Legal owner
CITY OF SAMMAMISH
175 NEWPORT WAY NW
ISSAQUAH, WA 98027-0000

Registered owner
EASTSIDE FIRE AND RESCUE
175 NEWPORT WAY NW
ISSAQUAH, WA 98027

Signature of legal owner releases all interest in the vehicle described above _____ Date _____

Signature of registered owner releases all interest in the vehicle described above _____ Date _____

Signature of legal owner releases all interest in the vehicle described above _____ Date _____

Signature of registered owner releases all interest in the vehicle described above _____ Date _____

I certify that the records of the Department of Licensing show the persons named hereon as registered owners and legal owners of the vehicle described.

Eliabeth A. Luce
Director, Department of Licensing

Federal regulation and state law requires you to state the mileage in connection with the transfer of ownership. Failure to complete this odometer statement or providing a false statement may result in fines and/or imprisonment.

I certify, to the best of my knowledge, the odometer reading is: _____ (no tenths) Transfer date ____/____/____
Odometer reading in miles

This reading is (check one): the actual mileage of the vehicle in excess of its mechanic limits not the actual mileage.

Signature of transferee/buyer _____

Signature of transferor/seller _____

PRINTED name of transferee/buyer _____

PRINTED name of transferor/seller _____

Address of transferee/buyer _____

Address of transferor/seller _____

Assignment by registered owner

Keep in a safe place. Any alteration or erasure voids this title.

Updated 2-8-2010

**SAMMAMISH EF&R VEHICLES
INCORPORATION OF THE CITY TO PRESENT**

EF&R # Original Vehicles	Make/Model	Year	License	VIN #	Assignment 2000	Surplus/Date Replaced by EFR #	Sammamish Cert of Ownership	Assignment 2008
1815	Ford E-350 Van	1993	25559C	1FBHE31G1PHA80622	Command Unit B-71 Issaquah	Surplused (11/13/03) 1831	NA	Command Unit B-71 Issaquah
1821	Ford Explorer	1998	26716C	1FMZU34X7WZB41071	Staff Unit	Surplused (6/10/2008) 1837	NA	Staff Unit Asst. FM
1828	Chevrolet Tahoe	1999	47725C	1GNEK13RXXR153644	Staff Unit		Yes	Staff Unit D/C Murphy
5806	Ford F-350	1993	25560C	2FDJF37M8PCA94866	Facilities Maintenance	Surplused (12/2009) 5816	NA	Facilities Maintenance
6806	Kenworth	2002	33235D	2NKMHZ8X82M883740	Rescue-73 Issaquah		Yes	Rescue-85 Carnation
7824	Ford Road Rescue	1999	49646C	1FDWF36F7XED33522	Aid-88 Wilderness Rim		Yes	Aid-88 Wilderness Rim
7825	Ford Road Rescue	1999	49046C	1FDXE40FXXHB40656	Aid-78 Coalfield		Yes	Aid-78 Coalfield
7827	Ford Road Rescue	1999	53311C	1FDXE40F5XHC10726	Aid-83 Sammamish		Yes	Aid-83 Sammamish
7829	Ford Road Rescue	2000	49668C	1FDWF36F1YEA35596	Aid-79 May Valley		Yes	Aid-79 May Valley
7832	Ford Road Rescue	1999	53314C	1FDXE40F9XHC23012	Aid-81 Sammamish		Yes	Aid-81 Sammamish
8812	Seagrave Pumper	1987	03256C	1F9EW28H8HCST2059	E-72-A Issaquah	Surplused(05/19/05) 06/18/02 / 8814 / 8837	NA	E-79 May Valley
8813	Seagrave Pumper	1988	05230C	1F9EW28H6JCST2034	E-72-B Issaquah	Surplused (05/19/05)12/14/04/ 8836	NA	E-74 Preston
8819	Seagrave Pumper	1991	17206C	1F9EW28J3MCST2094	E-82 Sammamish		Yes	E-75 Sunset
8827	Seagrave Pumper	1995	30704C	1F9EO28J7SCST2033	E-87 North Bend		Yes	Replacement Engine
9806	E-One Pumper/Boom	2001	33232D	4EN3AAA8111003652	E-87 North Bend		Yes	E-87 North Bend
9807	E-One Pumper/Boom	2001	33233D	4EN3AAA8711003655	E-85 Carnation		Yes	E-85 Carnation
9803	Seagrave 100' Aerial	1992	25553C	1F9FW38J8NCST2197	T-77 Issaquah	Surplused (9-9-2008) 9809	NA	T-77 Issaquah

EF&R # Replace Vehicles	Make/Model	Year	License	VIN #				
1831	Chevrolet Suburban	2003	36042D	3GNGK26G33G229837			Yes	Command Unit B-71 Issaquah
8836	E-One Pumper	2004	69683C	4EN6AAA8141008559			Yes	E-74 Preston
8837	E-One Pumper	2004	72621C	4EN6AAA8X41008558			Yes	E79 May Valley



City Council Agenda Bill

Meeting Date: May 4, 2010

Date Submitted: April 23, 2010

Originating Department: Admin Services

Clearances:

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> City Manager | <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Rec |
| <input checked="" type="checkbox"/> Attorney | <input type="checkbox"/> Finance & IT | <input type="checkbox"/> Police |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Fire | <input type="checkbox"/> Public Works |

Subject: Amendment to Interlocal Agreement for Jail Services with King County

Action Required: Approve Amendment to Interlocal Agreement for Jail Services with King County

- Exhibits:**
1. Amendment to the Interlocal Agreement between King County and the City of Sammamish for Jail Services
 2. Sammamish Jail Contracts Spreadsheet

Budget: 2010 Jail Contract Budget \$105,000

Summary Statement:

The Interlocal Agreement between the City and King County for jail services expires December 31, 2012. This Amendment extends the Agreement through December 31, 2016 and establishes rates for housing inmates at the King County Jail.

Background:

The City of Sammamish contracts with the City of Issaquah, King County, and Yakima County for jail services. When someone is arrested for a misdemeanor in Sammamish they are transported to either the Issaquah or King County Jail. If someone is convicted of a misdemeanor in Sammamish they serve their sentence on home detention, at the Issaquah Jail, the King County Jail, or the Yakima County Jail.

The City is responsible for the cost of housing our inmates. The daily cost of housing inmates varies from one jail to another. In addition, the King County Jail assesses a “Booking Fee” which significantly increases the cost of an inmate’s first day in jail.

2010 Daily Cost for Housing an Inmate

	First Day in Jail	Each Additional Day
Issaquah Jail	\$ 85.00	\$ 85.00
King County Jail	\$355.82	\$122.24
Yakima County	\$ 82.74	\$ 82.74

Additional historical information is provided in the attached spreadsheet.



City Council Agenda Bill

It is important to note that our Police Department makes every effort to reduce jail costs by housing inmates at the Issaquah Jail rather than the more expensive King County Jail whenever possible. In 2009 City inmates were housed at the Issaquah Jail for 743 days and at the King County Jail for 246 days.

Financial Impact:

The Amendment to the Interlocal Agreement between King County and the City of Sammamish for Jail Services establishes rates for housing inmates at the King County Jail from November 1, 2010 – December 31, 2016.

November 1, 2010 – December 31, 2010 Inmate Housing at the King County Jails

	First Day in Jail	Each Additional Day
King County Jail	\$447.75	\$105.93
Work and Education Release*	\$420.40	\$ 78.58

*The number of Work and Education Release Beds is very limited and only available on a first come first served basis.

In addition, On November 1, 2010 the King County Jail will implement the following surcharges:

	Fee per Day	Fee per Hour
Infirmery Care	\$160.89	
Non-Acute Psychiatric (Out-Patient)	\$ 65.90	
Acute Psychiatric (In-Patient)	\$220.54	
Guarding City Inmate Outside the Jail		\$ 54.95

For 2011 – 2016 the non-medical fees and surcharges will increase 5% per year and medical charges will increase 6.5% per year.

Recommended Motion:

Staff recommends that the City Council Approve the Amendment to Interlocal Agreement for Jail Services with King County.

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

THIS AGREEMENT is dated effective as of the 1st day of May, 2010, and, with respect to the parties hereto, amends and restates the November 1, 2002 Original Agreement. The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the City of Sammamish, Washington municipal corporation (the "City").

This Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48).

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Booking" means registering, screening and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate.
 - 1.2 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
 - 1.3 "City Inmate" 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:
 - 1.3.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, whether filed under state law or city ordinance;
 - 1.3.2 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
 - 1.3.3 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
 - 1.3.4 The person is booked or confined by reason of subsections 1.3.1 through 1.3.3 above, in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.3.1 through 1.3.3 above is determined to be the most serious charge in accordance with Exhibit I.
 - 1.3.5 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 or felony investigation.
 - 1.3.6 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 or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.

- 1.4 "Contract Cities" means cities that are signatory to the Original Agreement. The Contract Cities are listed in Exhibit VII.
- 1.5 "Continuity of Care Records" means an inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.6 "County Inmate" means any inmate that is not a City Inmate.
- 1.7 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.
- 1.8 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such inmate is first presented to and accepted by the Jail until the inmate 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 Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory DUI sentences, "Inmate Day" means confinement in accordance with Exhibit II.
- 1.9 "JAG" means the Jail Agreement Administration Group created pursuant to Section 10 of this Agreement.
- 1.10 "Jail" means a place primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted 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 the Original Agreement, Jail included the King County Correctional Facility, the detention facility at the Regional Justice Center, the North Rehabilitation Facility; and any Community Corrections Facility and/or Program, such as Work Release, Electronic Home Detention, Work Crews, Day Reporting, and Evening Reporting operated by the County directly or pursuant to contract.
- 1.11 During the Initial Fee Period, "Medical Inmate" means a City Inmate or County Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary or other medical facility that the County may choose to send a Medical Inmate. During the Revised Fee Period, a "Medical Inmate" means a City Inmate or County Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary. During both the Initial Fee Period and the Revised Fee Period, if an inmate is moved to the general population then the inmate is no longer considered a Medical Inmate.

Sammamish Interlocal Agreement: Jail Services

- 1.12 "Official Daily Population Count" is an official count of inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.13 "PARP" means the Population Alert and Reduction Plan attached as Exhibit IV.
- 1.14 During the Initial Fee Period, "Psychiatric Inmate" means a City Inmate or County Inmate clinically determined by the Seattle-King County Department of Public Health, or its successors charged with the same duties, as needing the level of services provided in the Jail's psychiatric housing units or other medical facility that the County may choose to send a Psychiatric Inmate. If an inmate is moved to the general population then the inmate is no longer considered a Psychiatric Inmate. During the Revised Fee Period, "Psychiatric Inmate" means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below:
- 1.14.1 An "Acute Psychiatric Inmate" is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's acute psychiatric housing units (as further described in Exhibit III, Attachment III-2). If an Inmate is moved to housing outside the Jail's acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.14.2 A "Non-Acute Psychiatric Inmate" is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III, Attachment III-2) and housed outside the Jail's acute psychiatric housing units.
- 1.15 "Agreement" means the Interlocal Agreement by and Between King County and the City for Jail Services in 2002 as amended by the Amendment.
- 1.16 "Amendment" means this Amendment to the Interlocal Agreement by and Between King County and the City for Jail Services in 2002.
- 1.17 "Amendment JAG" means the Amendment Jail Administration Group created pursuant to Section 10.
- 1.18 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.19 "Extension Cities" means the City and other cities that are signatory to this Amendment or to an agreement in substantially identical form to this Amendment.
- 1.20 "Extension Period" means the calendar years 2013 through 2016.
- 1.21 "Non-Extension Cities" means Contract Cities that are not Extension Cities.

Sammamish Interlocal Agreement: Jail Services

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- 1.22 “Extension City Inmate” means a City Inmate that is the responsibility of an Extension City.
- 1.23 “Initial Fee Period” means the period from the effective date of the Original Agreement until the commencement of the Revised Fee Period.
- 1.24 “Revised Fee Period” means the period from and after the date the Revised Fees and Charges are first imposed on the City, (which date is June 1, 2010, for the City of Seattle and November 1, 2010 for all other Extension Cities) through the expiration of this Agreement on December 31, 2016 or its earlier termination.
- 1.25 “Revised Fees and Charges” are the Fees and Charges imposed during the Revised Fee Period as described in Section 3 and Exhibit III.B.
- 1.26 “Surcharge” means any of the following special charges, defined at Exhibit III.B.3 and further described in Attachment III-2: Infirmarium Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; 1:1 Guarding Surcharge.
- 1.27 “Offsite Medical Care Charges” means those pass through charges for treatment of a City Inmate where that inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing a level of services provided from offsite medical institutions, as further defined in Exhibit III.B.4 and Attachment III-2. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical or Psychiatric Inmate (e.g., some inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.28 “Original Agreement” means the interlocal agreement for jail services between King County and the City as originally executed between the County and the City effective November 1, 2002. The Contract Cities each signed a separate agreement with the County in form substantially similar to the Original Agreement.
- 1.29 “WER Charge” is the daily housing charge incurred for City Inmates housed in the Work and Education and Release program as further described in Exhibit III.B.
2. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 4.5 and 11 of this Agreement. The County shall also furnish the City with Jail facilities, booking, transportation among County facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital, and custodial services, and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates. The County shall furnish to City Inmates all Jail medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notification of a court order to release.

Sammamish Interlocal Agreement: Jail Services

3. City Compensation. The City will pay the County a booking fee and a maintenance charge as follows:
- 3.1 Booking Fee. The booking fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail. The booking fee shall be as provided in Exhibit III. During the Revised Fee Period, two different booking fees will be available to the City on the terms and conditions described in Exhibit III.B. The effective date of each annual adjustment for booking fee(s) will be January 1st. In both the Initial Fee Period and the Revised Fee Period:
- 3.1.1. The County will maintain its program of contacting the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking and will result in no maintenance charges if the City Inmate is released to the City within six hours of booking. The parties agree that the issue of providing earlier notice to the Contract Cities of booking of City Inmates shall be immediately referred to JAG for resolution.
- 3.1.2. The County will maintain its program to notify the City of the status of its inmates 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 City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary maintenance charges.
- 3.2 Maintenance Charge. The maintenance charge shall be assessed for a City Inmate for each Inmate Day. The effective date of each annual adjustment will be January 1st. During the Initial Fee Period, the maintenance charge shall be as provided in Exhibit III.A. Also during the Initial Fee Period, the City will be billed the daily maintenance charge for Medical and Psychiatric Inmates, except as provided for in Section 11.7 of this Agreement. During the Revised Fee Period, the maintenance charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III.B. During the Revised Fee Period, the City may qualify for a WER Charge in lieu of the maintenance charge as described in Exhibit III.B.3.
- 3.3 Surcharges and Offsite Medical Charges. During the Revised Fee Period, in addition to the booking fee, maintenance charge and WER charge, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III.B.
- 3.3.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely information of occurrences when a City Inmate is *admitted* to Harborview or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Information provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this information within 2 business days following the day in

Sammamish Interlocal Agreement: Jail Services

which the chargeable event occurs and will make good faith efforts to provide information sooner if practicable. The County will make good faith efforts to try to institute a means to inform the City within 24 hours of the admittance of a City Inmate to Harborview or other offsite medical institution. The County's failure to provide or make available information or develop quicker means to provide information to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges, and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

3.4 Proportional Billing. The parties intend to develop a system of proportional billing which will divide the costs of incarceration between two or more jurisdictions where multiple jurisdictions have a hold on a City Inmate. The parties agree to negotiate, in good faith, in an attempt to develop such a system.

4. Billing and Dispute Resolution Procedures.

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). Notwithstanding the foregoing, during the Revised Fee Period, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. This may or may not occur on a monthly basis. Such Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 4.

4.2 Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:

4.2.1 The County shall respond in writing to billing disputes within 60-days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the 60-day timeline, the City should send billing disputes directly to the DAJD billing office rather than any other County office or officer. The DAJD billing office address as of the date of this Amendment is:

KC DAJD
Attn: Finance – Inmate Billing
500 5th Avenue
Seattle, WA 98104 FAX Number: 206-296-0570

4.2.2 Thereafter, the County and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to JAG for resolution. For disputes involving fees and charges incurred

Sammamish Interlocal Agreement: Jail Services

during the Revised Fee Period or otherwise solely arising under the terms and conditions of the Amendment, the dispute shall be referred to the Amendment JAG. In the event JAG or Amendment JAG, as applicable, is unable to resolve the dispute within 30-days of referral, either party may appeal. All appeals shall be referred to the Chief Executive Officer of the City, or designee, and the County Executive, or designee, 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 seek arbitration or mediation of the matter. Each party shall pay one-half of the arbitrator's or mediator's fees and expenses. If mutual written consent to apply for the appointment of an arbitrator or mediator is not reached, or the dispute is not resolved through arbitration or mediation, either party may seek court action to decide the dispute. If either party prevails in a court action to enforce any provision of this Agreement, it shall be awarded reasonable attorney's fees to be based on hourly rates for attorneys of comparable experience in the community.

- 4.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the 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.
- 4.4 Any undisputed billing amount not paid by the City within sixty (60) 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. This provision shall not limit a City's ability to challenge or dispute any billings that have been paid by the City.
- 4.5 If the City fails to pay a billing within 45-days of receipt, the County will notify the City of its failure to pay and the City shall have ten (10) days to cure non-payment. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid.
- 4.6 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on 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.
- 4.7 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 Agreement which are revealed by an audit shall be resolved pursuant to Section 4.2.

Sammamish Interlocal Agreement: Jail Services

5. Term. This Agreement shall commence on November 1, 2002 and shall supersede all previous contracts and agreements between the parties relating to the Jail and jail services. This Agreement shall extend to December 31, 2016.
6. Termination. Either party may initiate a process to terminate this Agreement as follows:
 - 6.1 Ten-Day Notice of Intent to Terminate. Any party wishing to terminate this Agreement shall issue a written notice of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination notice under Section 6.2 of this Agreement. Upon receipt of the written notice of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination notice under section 6.2 of this Agreement.
 - 6.2 Ninety-Day Termination Notice. After the ten (10) day period has run under Section 6.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination notice, as provided in RCW 70.48.090.
7. [Section number reserved].
8. Indemnification.
 - 8.1 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 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.
 - 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
 - 8.3 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

Sammamish Interlocal Agreement: Jail Services

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.

- 8.4 The terms of Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Most Favored Treatment. The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with the County covering the Jail or jail services. If advantages are provided inmates of another city or town, like advantages shall be extended to City Inmates; 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 Agreement. This Section shall not apply to a) temporary service contracts twelve months' or less in 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; b) reciprocal bed use agreements; c) any agreement among the County and any city or town related to additional jail capacity at a new or expanded Jail; and d) any agreements for services among the County and any city or town for additional services not provided for in this Agreement.

Notwithstanding anything in this section to the contrary, the City of Seattle has by separate agreement waived its rights under this section with respect to the date on which the City of Seattle will begin paying rates and charges per the Revised Rates described in Exhibit III.B. Other than the waiver described in the preceding sentence, the parties agree that this Section 9 is otherwise not triggered by execution of the Amendment.

10. Jail Agreement Administration Group (JAG). JAG is hereby established to work together to assure the effective implementation of this Agreement and resolve any Agreement or PARP administration, implementation or interpretation issues including, without limitation, issues related to inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, Agreement interpretation, any capital expenditure charge or budget included in the maintenance fee, referrals of disputes under Section 4 and issues related to the expedient transfer of City Inmates into or out of alternative facilities within or outside of King County. JAG shall also negotiate any re-opener of the provisions described in Section 7 of this Agreement. JAG shall be initially established by November 1, 2002.

The committee shall be composed of eight persons as follows:

County Executive Representative	(1)
City of Seattle Representative	(1)
City of Bellevue Representative	(1)
Director of the Department of Adult and Juvenile Detention	(1)
Suburban Cities Representatives	(4)

The City of Seattle representative will be appointed by the Mayor of Seattle. The City of Bellevue representative will be appointed by the City Manager. The Suburban Cities Association (SCA) shall select four (4) representatives through a process defined by the SCA. The Mayor of Mayor/Council cities or the City Manager of Council/Manager cities shall appoint the representative of each city selected by the SCA. Notice of the city representatives and any changes thereto shall be provided to the County Executive. The Committee shall meet at least quarterly. A Chair shall be selected from among the members.

For issues arising solely under this Amendment that are otherwise within the same scope of issues that are the purview of the JAG, there is created an Amendment JAG which shall serve the function of the JAG as described herein. The Amendment JAG shall be composed of up to seven persons as follows:

- | | |
|--|--|
| County Executive Representative | (1) |
| Director of the Department of Adult and Juvenile Detention | (1) |
| City of Seattle Representative | (1) |
| Extension City Representatives: | (one per city, not to exceed 4 in total) |

The extension cities will determine who their representatives are to the Amendment JAG. The parties agree that Amendment JAG has no authority to make a final decision with regard to any matter related to the Agreement and Amendment. If any Extension City, or the County, is not satisfied with status of a matter after discussion in the Amendment JAG, that party retains all rights to seek further legal redress as provided for the Agreement and Amendment.

11. Jail Capacity. The parties understand that the number of beds available in King County may not meet the demands for those beds in the future. The following items attempt to address the needs of the local criminal justice system for adequate secure bed space and the County’s ability to prevent excessive and unmanageable crowding conditions within capacity.
 - 11.1 PARP. The parties agree to make a good-faith effort to cooperatively implement all provisions of the PARP. Additionally, King County agrees to be bound to the Population Alert Notification section of the PARP with the caveat that King County will not be held to the Population Alert Notification section of the PARP in the event of force majeure or computer or telecommunications failure. The parties have also prepared a Table set forth in Exhibit V. This Exhibit represents a good faith effort by the parties to estimate Jail bed demand and supply for the years 2002 through 2005. However, the King County supply scenarios contained in Exhibit V are not binding on the County.
 - 11.2 Capacity for City Inmates. When necessary, King County will double bunk the Regional Justice Center up to 65% to accommodate City Inmates. The parties understand that the County’s commitment to double bunk up to 65% at the Regional Justice Center to accommodate City Inmates means that the County will not set a budgetary constraint that will prevent the County from performing under the terms of this Agreement.

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- 11.3 The Contract Cities agree to the following population reduction schedule for the aggregate number of City Inmates.
- A) By December 31, 2003, at the time of the Jail's Official Daily Population Count the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 380.
 - B) By December 31, 2004, at the time of the Jail's Official Daily Population Count, the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 250.
 - C) By July 1, 2005, at the time of the Jail's Official Daily Population Count, the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 220.
 - D) By December 31, 2012, at the time of the Jail's Official Daily Population Count, the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 0, with the exception that inmates whose status has changed to City Inmate will not be included in the calculation of the aggregate number of City Inmates if the inmate is removed from the Jail within 72-hours of such change in status; provided that this subsection (D) shall not apply to Extension Cities.

For the purpose of determining the aggregate number of City Inmates only, and not for billing purposes, inmates held on multiple warrants by the County which include one or more city warrants in addition to a County and/or state warrant and City Inmates that have been booked into the Jail and the Contract Cities have not been notified of such booking shall not be considered a City Inmate. Also, City Inmates housed in the Jail pursuant to a reciprocal bed-use agreement will not be considered City Inmates for the purpose of determining the aggregate number of City Inmates.

- 11.4 The City agrees to be bound by the population reduction schedule listed in Section 11.3. Accordingly, in the event the aggregate City Inmate population:
- A) Exceeds 380 on any given day from December 31, 2003, through December 31, 2004; or
 - B) Exceeds 250 on any given day from December 31, 2004, through June 30, 2005; or
 - C) Exceeds 220 on any given day from July 1, 2005 to December 31, 2012; or
 - D) Exceeds 0 on any given day after January 1, 2013, except as provided in Sections 11.3 and 11.5.1;

then the County will have the right to take the actions outlined in Section 11.5.

- 11.5 The County will notify the Contract Cities by phone or electronic mail, if the Contract Cities have exceeded the population reduction schedule described in Sections 11.3 and

11.4. The County may then decide to continue to house City Inmates in excess of the population reduction schedule listed in Sections 11.3 and 11.4. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4. If the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4, through removal of City Inmates from the Jail, then the County will be obligated to accept new City bookings. The notification required by the first sentence of this Section, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house City Inmates in excess of the population reduction schedule listed in Sections 11.3 and 11.4, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4.

11.5.1 The Extension Cities are not required to reduce the aggregate number of Extension City Inmates to 0 by December 31, 2012. Rather, the Extension Cities agree to the following:

- A) By December 31, 2012, at the time of the Jail's Official Daily Population Count the Extension Cities agree to reduce the aggregate number of Extension City Inmates in the Jail to 330.
- B) By December 31, 2014, at the time of the Jail's Official Daily Population Count, the Extension Cities agree to reduce the aggregate number of Extension City Inmates in the Jail to 250.
- C) By December 31, 2016, at the time of the Jail's Official Daily Population Count, the Extension Cities agree to reduce the aggregate number of Extension City Inmates in the Jail to 0, with the exception that inmates whose status has changed to City Inmate will not be included in the calculation of the aggregate number of Extension City Inmates if the inmate is removed from the Jail within 72-hours of such change in status.

For the purpose of determining the aggregate number of Extension City Inmates only, and not for billing purposes, inmates held on multiple warrants by the County which include one or more city warrants in addition to a County and/or state warrant and City Inmates that have been booked into the Jail and the Extension Cities have not been notified of such booking shall not be considered an Extension City Inmate. Also, Extension City Inmates housed in the Jail pursuant to a reciprocal bed-use agreement will not be considered Extension City Inmates for the purpose of determining the aggregate number of Extension City Inmates.

11.5.2 The City agrees to be bound by the population reduction schedule listed in Section 11.5.1. Accordingly, in the event the aggregate Extension City Inmate population:

- A) Exceeds 330 on any given day from December 31, 2012, through December 31, 2014; or
- B) Exceeds 250 on any given day from January 1, 2015, through December 31, 2016; or
- C) Exceeds 0 on any given day after January 1, 2017, except as provided in Section 11.5.1;

then the County will have the right to take the actions outlined in Section 11.5.3.

- 11.5.3 The County will notify the Extension Cities by phone or electronic mail, if the Extension Cities have exceeded the population reduction schedule described in Sections 11.5.1 and 11.5.2. The County may then decide to continue to house Extension City Inmates in excess of the population reduction schedule listed in Sections 11.5.1 and 11.5.2. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Extension City Inmates is reduced below the population reduction schedule listed in Sections 11.5.1 and 11.5.2. If the aggregate number of Extension City Inmates is reduced below the population reduction schedule listed in Sections 11.5.1 and 11.5.2, through removal of Extension City Inmates from the Jail, then the County will be obligated to accept new City bookings. The notification required by the first sentence of this Section 11.5.3, will be made to the person designated in Section 13.11 of this Agreement, and will inform the City whether the County intends to continue to house Extension City Inmates in excess of the population reduction schedule listed in Sections 11.5.1 and 11.5.2, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Extension City Inmates is reduced below the population reduction schedule listed in Sections 11.5.1 and 11.5.2.
- 11.5.4 The parties agree to confer not less than quarterly during the Extension Period (2013-2016) to determine in good faith whether any of the beds reserved for Extension City Inmates are not likely to be needed by those cities in the near term and may thus be reassigned to third parties (including, but not limited to the state department of corrections) on a short term basis (30 day minimum). The purpose of this provision is to maximize county revenue recovery without impacting the Extension Cities' ability to access needed beds.
- 11.5.5 The County will review inmate population information and forecasts periodically during the Extension Period and increase the maximum number of beds available to cities as the County determines is reasonably practicable.
- 11.5.6 During the extension period Extension Cities can collectively access up to a maximum of 15 Work and Education Release (WER) beds, subject to availability, on a first come, first serve basis; provided further that these beds will not be held in reserve for the Extension Cities.

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- 11.6 The Jail's capacity limit for Medical Inmates is twenty-six (26). The Jail's capacity limit for Psychiatric Inmates is one hundred fifty one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.11 and 1.14 at the time of the Jail's Official Daily Population Count.
- 11.7 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 11.6, the County will notify the City by phone or electronic mail. Such notification will be made to the person designated in Section 13.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 11.6, or the County may inform the City that it is willing to continue to house these inmates. During the Initial Fee Period, the premium maintenance day charge in Exhibit III may only be charged when 1) the capacity limit is exceeded, 2) additional staff are assigned and compensated to serve these excess Medical or Psychiatric Inmates, 3) additional medical or psychiatric bed capacity is created, and 4) notice is provided as detailed above in this Section. The premium maintenance day charge is not applicable in the Revised Fee Period.
- 11.8 County requests under Section 11.7 will be made as follows. The billable City with the most recent City Inmate admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. During the Initial Fee Period, this process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to continue to house these inmates at the premium maintenance day charge as detailed in Exhibit III. During the Revised Fee Period, this process will be repeated until such time as the Medical and Psychiatric populations are reduced to below capacity limits, or the Jail is willing to continue to house these inmates.
- 11.9 If the County, pursuant to Sections 11.7 and 11.8, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City may take custody of its¹ Medical or Psychiatric Inmates by picking them up within 24-hours of the County's request, or by notifying the County, within 24-hours of the County's request, that the City would like the County to deliver the inmates to the City's designated drop-off location or a backup location previously provided to the County². If

¹ Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 11 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different City (Substitute City), the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County will deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The substitution procedures outlined in this footnote will also apply to Psychiatric Inmates.

² The City's designated drop off location and backup location must be either a facility in the direct control of the City or a facility that is contractually obligated, consistent with the terms of this Agreement, to act as the City's

the City has not picked-up the Medical or Psychiatric Inmate within 24-hours of the County's request, or the City has requested that the County take the Medical or Psychiatric Inmate to the designated drop-off location or backup location, the County will deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designated drop-off location or backup location must accept delivery from the County, and must be available to do so seven days a week, twenty-four hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 11.10 The County will transport Medical or Psychiatric Inmates to a designated drop-off location or backup location within King County, Washington without charge. The City will pay all transportation costs for Medical or Psychiatric Inmates taken to a designated drop off location or backup location outside of King County, Washington. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.
12. Transfer of Property. The parties agree that prior to July 1, 2004 the County will convey, pursuant to the terms of the Land Transfer Agreement attached as Exhibit VI, to the City of Bellevue, Washington, to hold on behalf of all Contract Cities, as third party beneficiaries, certain real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E., Bellevue, Washington (Property). The Contract Cities may at their sole discretion enter into an agreement with other King County cities for the purpose of providing for the disposition of the Property. The Property will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and, at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of this Agreement. The parties understand that the Property may be sold or traded and the proceeds and/or land acquired from such sale or trade used for the purposes detailed in the preceding sentence. The parties further agree that in the event the cities do not build secure capacity, or contract for secure capacity, and, at the sole discretion of the Contract Cities build or contract for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of this Agreement the City of Bellevue shall transfer title to the Property back to the County if such Property has not been sold; or if such Property has been sold, pay the County an amount equal to the net sale price of the Property, plus investment interest earned; or if the Property has been traded, pay the County the appraised value of the Property at the time of the trade, as determined by an MIA appraiser selected by mutual agreement of King County and the City of Bellevue, plus investment interest earned. This section shall survive any termination of this Agreement prior to December 31, 2016.

designated drop-off location or backup location. The City may change their designated drop off location or backup location by notifying the County, in writing, of the change.

Sammamish Interlocal Agreement: Jail Services

- 12.1 The deadline of December 31, 2012, in the paragraph above is extended to December 31, 2016 for Extension Cities only. As of the date of this Amendment, the Property has been sold and the proceeds (the “Property Proceeds”) distributed to cities per the allocation in Exhibit VIII, attached.
- 12.2 The County waives any right it may have otherwise asserted, under this Amendment or the Original Agreement or the Land Transfer Agreement between Bellevue and the County, to seek recovery of Property Proceeds from any City to which Property Proceeds have been allocated that has in good faith expended the Property Proceeds for the purposes prescribed in this Section. Except as otherwise expressly provided below, in the event any City receiving Property Proceeds expends such proceeds for purposes inconsistent with this Section, the County shall only seek to recover those misspent Property Proceeds.
- 12.3 With respect to Property Proceeds allocated to the City that remain unexpended as of December 31, 2016:
- 12.3.1 If the City has removed all its Inmates from the County jail facilities by January 1, 2017, the County waives the right to recover Property Proceeds remaining unexpended as of December 31, 2016, unless such Property Proceeds are later spent for purposes inconsistent with the purposes prescribed in Section 12.
- 12.3.2 If the City fails to remove its inmates from County jail facilities by January 1, 2017, in addition to other rights and remedies it may have, the County may seek recovery of those Property Proceeds allocated to the City, which were unexpended as of December 31, 2016.
- 12.4 The parties agree that nothing in any provision of this Agreement shall be interpreted to allow the Extension Cities to use the proceeds from the sale of the Property to subsidize any payments owed to the County under the terms of the Agreement or Amendment. The parties further agree that the intent of this Section 12 is to provide financial assistance to cities to contribute to the cost of building secure capacity, or contracting for secure capacity, and, at the sole discretion of the Extension Cities, building or contracting for alternative corrections facilities, sufficient to enable the Extension Cities to meet the final step (occurring on December 31, 2016) of the population reduction schedule as detailed in Section 11.5.2 of this Agreement.
- 12.5 The parties agree that, for the purposes of this Section 12, “alternative corrections facilities” means facilities in which work release, electronic home detention, work crews, day reporting, evening reporting or other community programs are operated by the Contract Cities or Extension Cities. This definition of “alternative corrections facilities” is not intended to alter in any way the definition of “Jail” found in section 1.10 of the Agreement.

13. General Provisions.

- 13.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer inmates to alternative detention facilities in order to respond to jail overcrowding, and to comply with a final order of a federal court or a state court of record for the care and treatment of inmates.
- 13.2 Grants. 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 inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 13.3 [Section number reserved].
- 13.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 13.5 Remedies. No waiver of any right under this Agreement 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. The parties are entitled to all remedies in law or equity.
- 13.6 Exhibits. This Agreement 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 | Maintenance Charge, Premium Maintenance Charge, Booking Fee, Surcharges and Offsite Medical Charges |
| Exhibit IV | Population Alert and Reduction Plan |
| Exhibit V | Comparison of Estimated King County Jail Bed Demand and Supply 2002 to 2005 Table |
| Exhibit VI | Land Transfer Agreement |
| Exhibit VII | List of Cities |
| Exhibit VIII | Distribution of Property Proceeds |
| Exhibit IX | 2008 City Average Daily Population |
- 13.7 Not Binding on Future Agreements. This Agreement does not bind the parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 13.8 Entire Agreement. This Agreement as amended represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

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- 13.9 Modifications. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties hereto.
- 13.10 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- 13.11 Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

For the County:

Director
King County Department of Adult and Juvenile Detention
500 5th Avenue
Seattle, WA 98104

- 13.12 [Section number reserved].
- 13.13 Council Approval. The parties' obligations under this Agreement are subject to official City or County Council approval.
- 13.14 Information. The parties further agree to share data and information for the purpose of assisting the Contract Cities in the planning and construction of secure capacity, contracting for secure capacity or alternative correction facilities.
14. Terms to Implement Amendment.
- 14.1. Amendment Offered and Minimum ADP Required. The County will offer this Amendment to the cities listed in Exhibit VII. Such offer is open to those cities until May 1, 2010 or such later date as may be approved by King County. The County's offer is a conditional offer that may be withdrawn if the Amendment is not executed on or prior to May 1, 2010 by cities which in 2008 cumulatively housed not less than 70% of the total 2008 Cities Average Daily Population (ADP) (a 2008 ADP of 199.49) in the

County jail system. 2008 ADP for each Contract City, to be used to determine the total ADP of cities executing this amendment, is set forth in Exhibit IX.

- 14.2. Effective Date. The effective date of this Amendment is May 1, 2010.
- 14.3. Latecomers. Any Contract City not party to this Amendment which seeks jail services from the County during the period from January 1, 2012 through December 31, 2016 must reach agreement as to the terms of such “latecomer contract” through negotiation with the County, and any latecomer contract as so negotiated shall be subject to the concurrence (meaning a statement of willingness to allow the County and the city to enter into such contract) of all Extension Cities. In recognition of the risks assumed and costs incurred by both the County and the Extension Cities as a result of entering into this Amendment, any such latecomer contract will include a latecomers charge as further defined below.
- 14.3.1 Except as provided in Section 3.2 below, the latecomers charge shall equal 400% of the cumulative increase in surcharge revenue that the County *would have received from the latecomer city* had that city signed this Amendment effective May 1, 2010, based on the latecomer city’s *actual jail usage under the Original Agreement* over the period from November 1, 2010 through December 31, 2012 or the date the latecomer agreement takes effect, whichever is earlier. The calculation of the latecomers charge shall thus *exclude* consideration of booking fee, maintenance charge and WER charge revenues that would have been incurred, but shall *include* all other services provided by the County that would have resulted in imposition of surcharges to the latecomer city had the latecomer city signed this Amendment effective May 1, 2010 (e.g., Infirmary Care Surcharge, Acute Psychiatric Care Surcharge, Non-Acute Psychiatric Care Surcharge, and 1:1 Guarding Surcharge). *In addition*, any Offsite Medical Charges that were incurred by the County on behalf of the latecomer city after May 1, 2010, will be added to the latecomer penalty but shall not be subject to the 400% multiplier.
- 14.3.2 Notwithstanding the foregoing, the latecomer charge will be 250% of the cumulative surcharge revenue increase calculated per Section 3.1 above if the Extension Cities signatory to this Amendment together represent not less than 75% of the 2008 Cities Average Daily Population (ADP) (a 2008 ADP of 213.74). 2008 ADP for each Contract City, to be used to determine the whether this lower 250% fee increase is applicable, is set forth at Exhibit IX. In addition, any Offsite Medical Charges that were incurred by the County on behalf of the latecomer city after May 1, 2010, will be added to the latecomer penalty but shall not be subject to the 250% multiplier.
- 14.3.3 The latecomer charge will be budgeted as DAJD revenue and applied to reduce costs on a one-time basis for the County and all Extension Cities. Proceeds of the latecomer charge will be allocated between the County and the Extension Cities based on the ratio of County responsible inmate ADP to the Extension Cities aggregate responsible inmate ADP for the immediately preceding calendar

year, with each Extension City receiving a pro rata share of the total Extension Cities allocation based on its ADP for the immediately preceding calendar year.

- 14.4. City Efforts Towards Additional/Future Detention Capacity. The City confirms that it is engaged in planning to finance and construct or otherwise secure additional jail capacity to be available to the City, or to the City and other parties, by the end of the term of this Agreement. Also, if the City had an Average Daily Population of 2 or more in 2008 at King County facilities, the City has entered or will enter into a contract or contracts with third parties for jail bed capacity for City misdemeanor offenders, or will add capacity to its own jail facilities, in order to supplement the jail bed capacity available to the City for the entire term of this Agreement.
- 14.5. Filing. As provided by RCW 39.34.040, this Amendment shall be filed with the King County Department of Records and Elections.
- 14.6. Council Approval. The parties' obligations under this Amendment are subject to official City and City Council approval of the Amendment.
- 14.7. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Amendment or transfer or assign any claim arising pursuant to this Amendment.
- 14.8. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 14.9. No-Third Party Beneficiaries. There are no third-party beneficiaries to this Amendment. No person or entity other than a party to this Amendment shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Amendment.
- 14.10. Execution in Counterparts. This Amendment and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Amendment may be executed in any

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Sammamish Interlocal Agreement: Jail Services

number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County

City of Sammamish

Dow Constantine
King County Executive

Ben Yazici
City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

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 Agreement.

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 or investigation of felony charge. If there are more than one, go to Rule 2. If there are no felony or investigation of 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 misdemeanor charge. If there are more than one, continue to Rule 4.
4. Select the sentenced charge. Find the agency with the longest sentence. If there are no sentenced charges, go to Rule 6.
5. If there is no longest sentence, or if all are sentences of equal length, select the charge with the earliest sentence date.
6. 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.
7. 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.
8. 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 Agreement for Jail Services

For persons serving the one and two day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, inmate day shall not be defined according to Section 1.8 of the Agreement. Instead, inmate 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 inmate day. The number of days billed for each 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 inmate 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 Jail 7/8/90 0700 Number of Inmate days = 2	Released 7/9/90 0700

The Department of Adult and Juvenile Detention will apply this definition of inmate day to the City's direct DUI one and two-day inmates 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 and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
**Maintenance Charge, Premium Maintenance Charge, Booking Fee, Surcharges and Offsite
 Medical Care Charges**

A. INITIAL FEE PERIOD

1. MAINTENANCE CHARGE.

The maintenance charge for 2002 is \$77.37. For each calendar year (or partial year) thereafter during the Initial Fee Period the maintenance charge will be increased by 5.8 percent.

In addition to the 5.8 percent increase, King County will increase the maintenance charge to capture the cost of Capital Expenditures. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail operations. Capital Expenditures include the Integrated Security Project (ISP) and the Courthouse Seismic Stabilization Project (CSSP). Additional Capital Expenditures will be included in the maintenance charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City.

Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of inmate days. DAJD will estimate the total number of inmate days for a given year. By April 30th of the following year DAJD will reconcile this capital expenditure number and adjust the City's next billing accordingly.

The County shall provide its 6-year CIP and its 6-year major maintenance plan to the City on an annual basis. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be referred to JAG as described in Section 4 of this Agreement. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements. King County will provide the City with a sample calculation of the maintenance charge for the years 2002-2005, which will include a rough estimate of Capital Expenditures.

Capital Expenditure charges shall begin, if debt financed, when debt service payments begin for the permanent financing of the Capital Expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the cities will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

2. PREMIUM MAINTENANCE CHARGE.

The premium maintenance charge for 2002 for Medical and Psychiatric Inmates is \$205.35 and may only be charged consistent with the conditions in Section 11.7 of the Agreement. For each calendar year (or partial year) thereafter during the Initial Fee Period, the premium maintenance charge will be increased by 5.8 percent.

3. BOOKING FEE.

The booking charge for 2002 is \$148.78. For each calendar year (or partial year) thereafter during the Initial Fee Period the booking charge will be increased by 5.8 percent.

B. REVISED FEE PERIOD

During the Revised Fee Period, the City shall pay the fees, charges, surcharges and Offsite Medical Charges with such annual adjustments for inflation or other re-sets as described below.

1. MAINTENANCE CHARGE

a. The maintenance charge starting November 1, 2010 and for the remainder of the calendar year 2010, excluding any adjustments for Capital Expenditure Charges, will be **\$105.93**. The maintenance charge shall be annually adjusted as described in Subsection 5 below.

b. In lieu of the maintenance charge, the City will be charged a Work and Education Release (WER) Charge for each Inmate Day in which a City Inmate is in the WER program. Starting November 1, 2010 and for the remainder of the calendar year 2010, excluding any adjustments for Capital Expenditure Charges, the WER Charge will be **\$78.58**. The WER Charge shall be annually adjusted as described in Subsection 5 below.

i. There are a limited number of WER beds available to cities. The Contract Cities and Extension Cities may collectively access up to 15 WER beds. The availability of these beds to Cities is further subject to availability on a first-come, first-serve basis: these beds will not be held in reserve for cities and no more than 15 WER beds will be made available for all Contract Cities and Extension Cities Inmates at any time.

ii. A City responsible for an Inmate admitted directly to WER will continue to be charged a booking fee for that Inmate,

c. During the Revised Fee Period, in addition to the annual adjustments to the maintenance charge and WER charge described above, King County will increase the maintenance charge and WER charge to capture the cost of Capital Expenditures in a manner consistent with that provided for the Initial Fee Period as restated in this subparagraph (c) and subsections (i) – (iii) below. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail operations. Capital Expenditures include the Integrated Security Project (ISP) and the Courthouse Seismic Stabilization Project (CSSP). Additional Capital Expenditures will be included in the maintenance charge and WER charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City.

i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of inmate days. DAJD will estimate the total number of inmate days for a given year. By April 30th of the following year DAJD will reconcile this capital expenditure number and adjust the City's next billing accordingly.

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ii. The County shall provide its 6-year CIP and its 6-year major maintenance plan to the City on an annual basis. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be referred to the Amendment JAG as described in Section 4 of this Agreement. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.

iii. Capital Expenditure charges shall begin, if debt financed, when debt service payments begin for the permanent financing of the Capital Expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the cities will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

2. BOOKING FEES

a. The booking fee in the Revised Fee Period shall be based on whether or not the Extension City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting November 1 2010 and for the remainder of the calendar year 2010 will be initially set as follows, as illustrated in **Exhibit III-1**:

i. The **Reduced Booking Fee** shall be **\$288.93**. This is the booking fee payable by Extension Cities that are not using the County's PR screeners.

ii. The **Standard Booking Fee** shall be **\$341.82**. This is the booking fee payable by Extension Cities using the County's PR screeners.

b. Extension Cities with a court order on file as of September 1, 2009, confirming that the City and not the County will have authorization to provide PR screening for City inmates, will be qualified for the Reduced Booking Fee in 2010 from and after the beginning of the Revised Fee Period. To qualify for the Reduced Booking Fee in subsequent years, the City must either provide a court order not later than July 1 of the preceding calendar year confirming the City's responsibility for PR screening, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Reduced Booking Fee. Notwithstanding the foregoing, the City of Seattle qualifies for the Reduced Booking Fee and shall remain so qualified unless and until the County is provided with a Court order to the contrary.

3. SURCHARGES

In addition to payment of the maintenance charge or WER Charge and the booking fee, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in **Attachment III-2**.

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The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the commencement of the Revised Fee Period through December 31, 2010 and shall thereafter be annually adjusted as described in Section 5 below.

a. **Infirmary Care.** For Medical Inmates, the City shall pay an Infirmary Care Surcharge of **\$160.89** for each Surcharge Day.

b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$65.90** for each Surcharge Day.

c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$220.54** (which is the sum of the Psychiatric Care Surcharge plus the Acute Psychiatric Housing Surcharge) for each Surcharge Day.

i. The **Acute Psychiatric Housing Surcharge** for each Surcharge Day shall be **\$154.64**.

ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$65.90** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$220.54**.

d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$54.95** per guard *for each hour* or portion thereof, and as further described in Attachment III-2.

e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of 1 charge may be imposed within the 24-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same 24 hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the 24-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the maintenance charge or WER Charge, the booking fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES AND CHARGES.

a. All fees and charges, excluding Offsite Medical Care Charges and the Capital Expenditure Charge components of the maintenance charge and WER Charge, shall be annually inflated by the percentage rates described below, effective January 1 of each calendar year starting January 1,

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2011, in order to determine the final rates and charges for said calendar year, subject further to re-set of the underlying “base rates” periodically as described in subsection 5.b below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of 5% (except for calculations requiring inflation of 2009 costs for purposes of determining 2010 costs, 2009 non-medical costs shall be subject to an annual inflator of 3%):

- i. Maintenance Charge
- ii. WER Charge
- iii. Reduced Booking Fee and Standard Booking Fee
- iv. Acute Psychiatric Housing Surcharge
- v. 1:1 Guarding

Medical Charges: the following fees and charges are subject to an annual inflator of 6.5% (except for calculations requiring inflation of 2009 costs for purposes of determining 2010 costs, 2009 medical costs shall be subject to an annual inflator of 5%):

- i. Infirmary Care Surcharge
- ii. Psychiatric Care Surcharge

b. Exhibit III-1 shows the allocation of 2007 **Actual Jail Costs** to derive the 2007 fees and charges. As indicated on Exhibit III-1, these 2007 fees and charges were then inflated as described in subsection 5.a above in order to calculate the fees and charges applicable in 2010 as set forth above in Sections B.1, Maintenance Charge, B. 2, Booking Fees, B.3, Surcharges, and B.4, Offsite Medical Care Charges (*excluding the Capital Expenditure Charge which will be a periodically adjusted component added to the maintenance charge and WER Charge*).

Fees and charges payable by the City shall be re-calculated each year based on Actual Jail Costs periodically recalculated, using the same allocation methodology as illustrated in Exhibit III-1, and applying the inflators described in subsection 5.a, as follows (*excluding the Capital Expenditure Charge which will be a periodically adjusted component added to the maintenance charge and WER Charge*):

i. Fees and Charges in 2011 shall be based on **Actual Jail Costs** for 2009, inflated per subsection 5.a above. Thus, the 2009 Actual Jail Costs will be used to derive the set of 2009 base charges and fees in a manner consistent with the calculations in Exhibit III-1. These charges and fees will be inflated by the 2009 inflators (3% for non-medical fees and charges, 5% for medical charges) described in subsection 5.a above to derive the 2010 charges and fees, and then these charges and fees will be inflated again at the rates described in subsection 5.a (5% for non-medical fees and charges, 6.5% for medical charges) to determine the 2011 fees and charges.

ii. Fees and Charges in 2012 shall be determined by inflating the 2011 charges and fees by the inflators described in subsection 5.a above (5% for non-medical fees and charges, 6.5% for medical charges).

iii. Fees and Charges in 2013 shall be based on **Actual Jail Costs** for 2011, inflated per subsection 5.a above (e.g., the 2011 Actual Jail Costs will be used to derive the set of 2011 base charges and fees in a manner consistent with the calculations in Exhibit III-1; these charges and fees shall be inflated by 5%, or 6.5% , per paragraph a above, to derive the 2012 charges and fees, and those

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charges and fees will be inflated again by 5% or 6.5% (per subsection 5.a) to determine the 2013 fees and charges).

iv. Fees and Charges in 2014 shall be determined by inflating the 2013 charges and fees by the inflators described in subsection 5.a above.

v. Fees and Charges in 2015 shall be based on **Actual Jail Costs** for 2013, inflated per subsection 5.a above (e.g., the 2013 Actual Jail Costs will be used to derive the set of 2013 base charges and fees in a manner consistent with the calculations in Exhibit III-1; these charges and fees shall be inflated by 5% or 6.5% per subsection 5.a above, to derive the 2014 charges and fees, and those charges and fees will be inflated by 5% or 6.5% per subsection 5.a above to determine the 2015 fees and charges).

vi. Fees and Charges in 2016 shall be determined by inflating the 2015 charges and fees by the inflators described in subsection 5.a above.

Actual Jail Costs means the direct and indirect costs related to operating the Jail, including without limitation health services, as determined by the County's budget reconciliation completed after the end of each calendar/budget year.

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Exhibit III-1
Illustration of Fee and Charge Calculations
MAINTENANCE (DAILY) CHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 maintenance charge is shown below.

PART I: CALCULATION OF THE MAINTENANCE (DAILY) CHARGE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below. The Original Agreement calculation is provided for comparison purposes.

	2002 Original Agreement Methodology (Based on 2002 Budget)	Amendment Methodology (Based on 2007 Actual Jail Costs)
1	\$115,507,372	\$114,398,899
2		1,432,817
3		(4,830,537)
4	702,807	4,100,246
5	(15,068,957)	(17,273,250)
6		(6,641,979)
7a	(906,882)	
7b		(1,330,141)
8		(2,022,057)
9		(2,625,926)
10	(8,778,276)	(11,301,708)
	<u>91,456,064</u>	<u>73,906,365</u>
11		23,490,898
11a		(97,589)
11b		(2,861,074)
11c		(1,432,936)
11d		(2,360,928)
11e	-	<u>16,738,371</u>
12	91,456,064	90,644,736

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13	2002 contract Adjustment - not applicable to 2007	853,678	
14	Less DAJD Cost Recoveries		
14a	SMC Transport	(95,239)	(180,050)
14b	Bullet Proof Vests Reimbursement		(14,455)
14c	Medical Reimbursement	(15,000)	(19,695)
14d	SSI Incentive	(130,000)	(159,800)
14e	Inmate Welfare Transfer	(1,110,616)	(411,098)
14f	Home Detention	(168,138)	
14g	Involuntary Treatment	(173,248)	
14h	Commissary	(6,000)	
14i	Debitek Card	(33,463)	
14j	Miscellaneous	(25,000)	
14k	Subtotal DAJD Cost Recoveries	(1,756,704)	(785,098)
15	NET Maintenance Costs	90,553,038	89,859,638
16	Number of Total Maintenance Days	1,170,392	963,276
17	Cost per General Maintenance Day PRIOR to Capital Expenditure Surcharge	77.37	
	5.8% Increase 2003	81.86	
	2004	86.61	
	2005	91.63	
	2006	96.94	
	2007	102.57	\$93.29

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	97.95
5% Increase 2009	102.85
3% Increase to 2010	\$105.93

NOTES:

- 1 The Original Agreement calculation is based on the DAJD Budget in Essbase (the budget system) and includes 15,600,000 of Jail Health Transfer to Public Health. The Revised Fee Period calculation is based on 14th month ARMS reports (the accounting system which reports actual expenditures).
- 2 Actual 2007 Retro Payment for Guild Arbitration Award
- 3 In the Revised Fee Period, 70% of Court Detail costs are attributed directly to Superior Court, therefore not accessible to the cities and are removed from calculation.

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- 4 In the Original Agreement 100% of County Admin for Personnel, F/A Mgmt, Mail, State Auditor, and Budget were included in the general maintenance rate. In the Revised Fee Period, County Admin for the same services are included. In addition, County Admin in the Revised Fee Period includes \$3.13mm of Major Maintenance. This amount is the 2007 County adopted contribution from DAJD to the Major Maintenance Reserve Fund for the KCCF and MRJC facilities. It represents the annualized amount necessary to fund major maintenance projects at these two facilities on a rolling 20 year basis- in effect a “depreciation payment,” applicable for each year of use/wear & tear. As of 2009, approximately 87% of the twenty year planned total cost is scheduled to be expended on projects completed before 2014.
- 5 Remove Juvenile Detention Division low orgs (cost centers) and associated DAJD Admin.
- 6 Remove Community Corrections Division (CCD) low orgs (cost centers) and associated DAJD admin.
- 7a In the Original Agreement, WER was included in the daily Maintenance Charge, and therefore, the cost recoveries were removed.
- 7b In the Revised Fee Period, WER is a standalone rate therefore all CCD costs associated with WER including the cost recoveries were removed in line 6. This line represents the removal of the costs from the detention operation that is used to support WER and are now included in the standalone WER Charge.
- 8 In the Revised Fee Period, a new surcharge for 1:1 guarding is established.
- 9 In the Revised Fee Period, a new surcharge charge for services associated with housing the acute psych inmates is established and these costs are removed from the maintenance charge.
- 10 Removal of all detention costs associated with Booking.
- 11 - 11 e In the Revised Fee Period, all jail health services actual direct expenditures for: Offsite Medical Care, Psychiatric Care for Acute- and Non-Acute Psychiatric Inmates, Infirmary Care, and intake health screening are removed from the calculation of the maintenance charge and are instead established as separate surcharges or components of separate charges. All overhead and other remaining direct Jail Health Services costs are included in the jail health portion of the maintenance charge.
- 13 The Original Agreement included an adjustment to bring budget to actuals.
- 14a - 14k Home Detention Costs are removed in the CCD costs on line 6. Involuntary Treatment and Debitex Card which were revenues in the Original Agreement are no longer revenues in the Revised Fee Period. Commissary is included in the inmate welfare fund.
- 16 Calculation of total Maintenance days in 2007 is a weighted average of Secure and WER days based on the allocation of percentage of actual costs.

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- 17 Cost per General Maintenance Day is PRIOR to the additional cost per the Original Agreement for capital expenditure charges and debt service of seismic retrofit and ISP and any other Capital Expenditure charge. Total Amendment Daily Maintenance Charge for 2010 is 105.93 plus Capital Expenditure Surcharge. As of September 2009, the only project being charged is the Seismic Retrofit of approximately 60 cents, and it is anticipated that ISP will be chargeable per the current contract sometime during 2009. The 2010 maintenance charge will be adjusted to reflect changes in the capital expenditure charge as per Exhibit III.A.1 when the debt service payments for chargeable capital expenditures begin.

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WORK EDUCATION RELEASE (WER) (DAILY) CHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the rate imposed in 2010 is shown below.

PART I: CALCULATION OF THE WER (DAILY) CHARGE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
1 Direct Detention Staffing Costs	\$1,172,024
2 Add Actual Final 2007 Arbitration Award	19,849.13
3 County and DAJD Admin	138,267.68
5 Subtotal Direct Detention	1,330,140.91
6 Work Release in Community Corrections	1,061,771.21
7 County, DAJD, and CCD Admin	392,648.94
8 Less WER Revenue	(683,650.00)
9 Subtotal CCD WER	770,770.15
10 Subtotal Detention and CCD Costs	2,100,911.06
11 Detention Support Services	1,631,064.33
12 Total WER (Daily) Costs	3,731,975.39
13 Number of Total WER Maintenance Days	53,929
14 WER Cost/Day	69.20

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	72.66
5% Increase 2009	76.29
3% Increase to 2010	\$ 78.58

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NOTES:

- 1 Detention costs include staffing for 2 posts, plus shift relief, meal delivery, etc.
- 2 Actual 2007 Retro Payment for Guild Arbitration Award.
- 6 Community Corrections costs are for case managers, and administrative staff in WER.
- 8 WER inmate payments for room and food charges are backed out of the total costs.
- 11 Additional services used to support WER include food preparation and food costs, janitorial costs, utilities, supplies, command management, etc. Costs are added proportionately including overhead charges.
- 14 Cost per WER is PRIOR to the additional cost per the Original Agreement for capital expenditure charges and debt service of seismic retrofit and ISP and any other Capital Expenditure charge. Total WER Charge for 2010 is \$78.58 plus Capital Expenditure Surcharge. As of September 2009, the only project being charged is the Seismic Retrofit of approximately 60 cents, and it is anticipated that ISP will be chargeable per the current contract sometime during 2009. The 2010 maintenance charge will be adjusted to reflect changes in the capital expenditure charge as per Exhibit III.A.1 when the debt service payments for chargeable capital expenditures begin.

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BOOKING FEE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 booking fee is shown below.

PART I: CALCULATION OF THE BOOKING FEE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below. The Original Agreement calculation is provided for comparison purposes.

The Reduced Booking Fee is for cities that do not use County PR Screeners.

The Standard Booking Fee is for cities that use County PR Screeners.

	2002 Original Agreement Methodology (Based on 2002 Budget)	Amendment Methodology (Based on 2007 Actual Jail Costs)	Reduced Booking Fee	Standard Booking Fee (<i>Amount Added to the Reduced Booking Fee to sum to the Standard Booking Fee</i>)
1 Total Detention Booking Costs	\$ 9,037,412	\$ 9,958,249	\$ 9,958,249	
1a Add Actual Final 2007 Arbitration Award	-	168,651	168,651	
2 Less Intake Adj to Actuals	(259,136)	-	-	
3 Plus PR Screeners and associated Overhead		2,253,961		\$ 2,253,961
4 Plus Jail Health Intake Services		2,360,928	2,360,928	
		1,174,809	1,174,809	
5 Plus County and DAJD Overhead	8,778,276	15,916,598	13,662,636	2,253,961
6 Bookings Per Booking Fee	59,000	53,700	53,700	48,395
2002	148.78			
5.8% Increase 2003	157.41			
2004	166.53			
2005	176.18			
2006	186.42			
2007	197.23	296.40	254.43	46.57

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Reduced Booking Fee 2007	\$254.43	
Total Standard Booking Fee, 2007 (254.43 + 46.57)		\$301.00

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	267.15	48.90
5% Increase 2009	280.51	51.35
3% Increase to 2010	\$288.93	52.89
		\$341.82

NOTES:

- 1 In the Original Agreement PR Screeners, all Administrative and County overhead, and Jail Intake Screening were included in the maintenance charge. The Original Agreement calculation of the booking fee is based on the DAJD Budget in Essbase (the budget system) and does not include all Administrative and County overhead, and Jail Intake Screening; In the Revised Fee Period, the booking fee is based on actual Jail costs and does include all associated Administrative and County overhead.
- 1a Actual 2007 Retro Payment for Guild Arbitration Award.
- 2 The Original Agreement included an adjustment to bring budget to actuals.
- 3 In the Original Agreement PR Screeners were included within the daily maintenance rate. In the Revised Fee Period those costs are now separated as part of the booking fee. These costs are charged to those cities who have chosen to use the County's PR Screeners. A Reduced Booking Fee will be available to cities that do not use County PR screeners. Offering this new lower rate to cities results in an increase in the Standard Booking Fee available to other cities. Cities with a court order on file as of September 1, 2009, confirming that the City and not the County will have authorization to provide PR screening for City inmates will be qualified for the reduced PR booking rate in 2010. To qualify for the reduced booking fee in subsequent years, a City must either provide a court order not later than July 1 of the preceding calendar year confirming the City's responsibility for PR screening, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the reduced PR booking rate (NOTE: Seattle qualifies for the lower booking rate unless County is provided court order to the contrary).
- 4 Jail intake health screening costs were not separated out from other jail health costs in the Original Agreement. In the Revised Fee Period, jail intake health screening costs are included in the booking fee, and removed from basic jail health (line 11d on the general maintenance day comparison sheet).

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- 5 County and DAJD admin was charged 100% within the maintenance charge in the Original Agreement. In the Revised Fee Period, overhead is allocated based on proportionate share of the actual expenditures including allocating costs to the booking charge.
- 6 In the Original Agreement the Total Estimated Bookings were used as the divisor. In the Revised Fee Period, total actual Bookings are used to calculate the Reduced Booking fee, and Total Bookings less Seattle (or the total number of bookings for cities which are NOT using King County PR Screeners) is used as the divisor for the PR Screener Cost element only.

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INFIRMARY (Daily) SURCHARGE (Jail Health Services)

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 infirmatory surcharge is shown below.

PART I: CALCULATION OF THE INFIRMARY (DAILY) SURCHARGE (Jail Health Services)

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
Infirmatory Surcharge	
1 JHS Infirmatory Staffing Costs	\$1,148,866
2 JHS Infirmatory Non-Staffing Costs	\$284,070
3 Total JHS Infirmatory Costs	\$1,432,936
<hr style="border-top: 1px dashed black;"/>	
4 Number of total maintenance days for the Infirmatory (Location: Infirmatory or successor location)	29.06
5 JHS Infirmatory Fee per inmate/day	\$135.09

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

6.5% Increase 2008	143.88
6.5% Increase 2009	153.23
5% Increase to 2010	\$160.89

NOTES:

- Actual 2007 wage and benefit costs for JHS staff who provided services to inmates in the Infirmatory. Costs are allocated to the Infirmatory Surcharge based upon the number of shifts scheduled in the Infirmatory as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the Amendment rate was in place in September, 2008 (at the time the cost model was updated).
- Actual 2007 costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for inmates in the Infirmatory.
- Ties to 11c of the General Maintenance Daily Charge.
- Actual Maintenance Days for Infirmatory Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - Infirmatory - Total ADM. See 2007 Report attached to this Exhibit (Attachment III-1).

Sammamish Interlocal Agreement: Jail Services

PSYCHIATRIC CARE SURCHARGE (Jail Health Services)

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 Psychiatric Care Surcharge is shown below.

PART I: CALCULATION OF THE PSYCHIATRIC CARE (DAILY) SURCHARGE (JHS)

	Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
1	JHS Psychiatric Care Staffing Costs	\$2,516,990
2	JHS Psychiatric Care Non-Staffing Costs	344,084
3	Total JHS Psychiatric Care Costs	2,861,074
4	Number of total maintenance days for Inmates receiving Psychiatric Care Services	141.67
5	JHS Psychiatric Care Fee per inmate/day	\$55.33

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

6.5% Increase 2008	58.93
6.5% Increase 2009	62.76
5% Increase to 2010	\$65.90

NOTES:

- Actual 2007 wage and benefit costs for JHS staff who provided services to the Acute and Non-Acute Psychiatric Housing units. Costs are allocated to the Psych Care Surcharge based upon the number of shifts scheduled in psych housing units as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the Amendment rate was in place in September, 2008 (at the time the cost model was updated).
- Actual 2007 costs for pharmaceuticals and medical supplies for inmates in Acute and Non-Acute Psychiatric housing.
- Ties to 11b of the General Maintenance Daily Charge.
- Actual Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - (Acute Psych - Total ADM PLUS Non-Acute Psych - Total ADM). See 2007 Report attached to this Exhibit (Attachment III-1).

Samamish Interlocal Agreement: Jail Services

ACUTE PSYCHIATRIC HOUSING (Daily) SURCHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 acute psychiatric housing component of the 2010 acute psychiatric surcharge is shown below.

PART I: CALCULATION OF THE ACUTE PSYCH HOUSING (DAILY) COMPONENT OF THE ACTURE PSYCHIATRIC SURCHARGE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.

Amendment Methodology
(Based on 2007 Actual Jail Costs)

Direct Detention Staffing Costs	\$2,313,777
Add Actual Final 2007 Arbitration Award	39,186
County and DAJD Admin	272,964
Total Acute Psych Jail Costs	2,625,926
<hr style="border-top: 1px dashed black;"/>	
Number of Total Maintenance Days for Acute Psych Housing (7North location or successor location)	52.83
 Acute Pysch Housing (Daily) Surcharge	 \$136.18

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	142.99
5% Increase 2009	150.14
3% Increase to 2010	\$ 154.64

Detention costs include staffing (salaries, benefits, meals) for 5 posts.

Actual 2007 Retro Payment for Guild Arbitration Award.

In the Revised Fee Period, overhead is allocated based on proportionate share of the actual expenditures.

Actual Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" – Acute Psych - Total ADM. See 2007 Report attached to this Exhibit (Attachment III-1).

Sammamish Interlocal Agreement: Jail Services

1:1 GUARDING (Hourly) SURCHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 1:1 Guarding Surcharge is shown below.

PART I: CALCULATION OF THE 1:1 GUARDING (HOURLY) SURCHARGE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below. Amendment Methodology
(Based on 2007 Actual Jail Costs)

Direct Detention Staffing Costs	\$1,781,691
Add Actual Final 2007 Arbitration Award	30,174
County and DAJD Admin	210,192
Total 1:1 Guarding Costs	2,022,057
Number of Average Officers per day	4.77
1:1 Guarding Cost/Day	1,161.48
1:1 Guarding Cost/Hour	48.39

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	50.81
5% Increase 2009	53.35
3% Increase to 2010	\$54.95

Detention costs based on total number of 1:1 Guarding hours incurred in 2007.

Actual 2007 Retro Payment for Guild Arbitration Award.

In the Revised Fee Period, overhead is allocated based on proportionate share of the actual expenditures.

Sammamish Interlocal Agreement: Jail Services

Attachment III-1
King County Department of Adult and Juvenile Detention
Maintenance Day Population by Jurisdiction and Housing Type
for January 2007 through December 2007

Maintenance Day Population

Jurisdiction	Acute Psych	Non-Acute Psych	Infirmatory	Number	% of Total ADM	All Other	Total
Algona	0.00	0.00	0.01	0.02	7.3%	0.21	0.22
Auburn	0.71	1.07	0.09	1.87	17.9%	8.58	10.45
Beaux Arts	0.00	0.00	0.00	0.00	.	0.00	0.00
Bellevue	0.50	0.50	0.26	1.26	12.2%	9.10	10.36
Black Diamond	0.00	0.01	0.00	0.01	100.0%	0.00	0.01
Bothell	0.03	0.14	0.01	0.17	25.8%	0.50	0.67
Burien	0.30	0.61	0.39	1.30	15.5%	7.09	8.39
Carnation	0.02	0.02	0.00	0.04	65.0%	0.02	0.05
Clyde Hill	0.02	0.00	0.00	0.02	5.2%	0.45	0.47
Covington	0.03	0.02	0.01	0.06	3.5%	1.67	1.73
Des Moines	0.33	0.36	0.23	0.92	13.2%	6.03	6.95
Duvall	0.02	0.00	0.00	0.02	6.1%	0.25	0.27
Federal Way	0.59	0.36	0.42	1.36	17.4%	6.47	7.84
Hunts Point	0.00	0.00	0.00	0.00	.	0.00	0.00
Issaquah	0.03	0.00	0.07	0.10	68.5%	0.05	0.15
Kenmore	0.19	0.10	0.05	0.33	10.8%	2.75	3.08
Kirkland	0.37	0.77	0.21	1.35	29.5%	3.22	4.57
Lake Forest Park	0.01	0.10	0.00	0.11	4.3%	2.44	2.55
Maple Valley	0.04	0.07	0.00	0.11	24.1%	0.34	0.44
Medina	0.02	0.01	0.01	0.04	4.7%	0.84	0.88
Mercer Island	0.01	0.00	0.01	0.01	5.6%	0.23	0.24
Newcastle	0.00	0.00	0.00	0.00	0.0%	0.66	0.66
Normandy Park	0.00	0.00	0.02	0.02	5.5%	0.33	0.35
North Bend	0.00	0.00	0.02	0.02	5.1%	0.36	0.38
Pacific	0.00	0.00	0.00	0.00	0.0%	0.04	0.04
Redmond	0.33	0.51	0.06	0.90	23.0%	2.99	3.89
Renton	0.56	0.69	0.15	1.40	18.0%	6.39	7.79
Sammamish	0.00	0.00	0.02	0.02	3.8%	0.42	0.43
Seatac	0.13	0.26	0.05	0.44	6.7%	6.21	6.65

Sammamish Interlocal Agreement: Jail Services

Jurisdiction	Acute Psych	Non-Acute Psych	Infirmary	Number	% of Total ADM	All Other	Total
Shoreline	0.59	0.67	0.19	1.45	12.8%	9.84	11.29
Skykomish	0.00	0.00	0.00	0.00	.	0.00	0.00
Snoqualmie	0.02	0.00	0.00	0.02	12.5%	0.12	0.13
Tukwila	1.01	0.84	0.28	2.13	11.6%	16.24	18.37
Woodinville	0.08	0.19	0.02	0.30	11.6%	2.28	2.58
Yarrow Point	0.00	0.00	0.00	0.00	.	0.00	0.00
<i>Subtotal Non-Seattle</i>	<i>5.94</i>	<i>7.30</i>	<i>2.56</i>	<i>15.80</i>	<i>14.1%</i>	<i>96.08</i>	<i>111.88</i>
Seattle	11.45	13.54	6.28	31.28	14.7%	181.78	213.07
Total All Cities	17.40	20.84	8.85	47.08	14.5%	277.87	324.95
DOC	7.03	9.96	3.55	20.54	9.1%	205.99	226.53
King County/Other	28.40	58.05	16.66	103.11	5.0%	1,947.52	2,050.62
Total ADM	52.83	88.84	29.06	170.73	6.6%	2,431.38	2,602.10

(A)

(A) This report is calculated from the Daily Count Process and based on logic to simulate the billing data. It does not adjust to the end of the month billing process. The total maintenance in the cost model is based on the actual monthly billable data per the billing system.

Sammamish Interlocal Agreement: Jail Services

Attachment III-2**Summary Description of Cost Model Surcharges and Pass-Through Charges**

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location (7North in KCCF or successor location)	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or her self.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Housing ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

JHS Infirmery Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmery. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Substance abusers requiring medical detoxification/withdrawal management (chronic alcoholics and opiate addicted pregnant females);</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmery care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmery occurs either at the time of release from jail or as the patient’s condition improves and can be safely managed in general population housing. Some individuals remain in infirmery care for the duration of their incarceration.</i></p>

EXHIBIT IV

Population Alert and Reduction Plan

This Population Alert and Reduction Plan (PARP) attempts to balance the needs of the local criminal justice system for adequate secure bed space and the County's ability to prevent excessive and unmanageable crowding conditions. Periodic reports (at least quarterly) will be provided by the County and the Cities to the Jail Agreement Administration Group established in the Agreement on PARP implementation efforts.

I. Reduction Plan: Initial Steps

It is the goal of King County and the Contract Cities to avoid reaching population levels that trigger population alerts. To this end the parties will examine current practices and to the extent available use population reduction strategies and alternatives to secure detention programs to reduce reliance on secure jail beds.

In addition, during 2002 and 2003 the following actions will be undertaken to prepare for the possibility of a mismatch between capacity and demand for secure jail beds.

1. Development and implementation of the notification system outlined below by November 15, 2002.
2. The Contract Cities will sign a contract to be effective no later than third quarter 2003 with Yakima County or another jurisdiction to achieve the population reduction schedule listed in Sections 11.3 and 11.4 of the Agreement.
3. King County Executive will make best efforts to obtain funding and implement community corrections pilot programs (Day Reporting and Work Crews) which are expected to reduce the utilization of secure capacity by 60 beds.
4. The County agrees to seek participation by the King County Prosecutor, Superior Court and District Court to develop a plan for reducing the use of secure beds. The goal would be to reduce the use of non-city secure beds based on seriousness of offense and risk to public safety, and/or risk of flight to avoid prosecution. The County agrees to make a good-faith effort to implement court approved plans for which funding has been approved.
5. The Contract Cities agree to seek participation by City prosecutors and courts to develop a plan incorporating the elements described below for reducing the use of secure beds. The goal would be to reduce the use of secure beds based on seriousness of offense and risk to public safety, and/or risk of flight to avoid prosecution. The City agrees to make a good-faith effort to implement court approved plans for which funding has been approved.
6. The JAG will discuss and provide advice on an implementation plan for all reduction plans.

II. Definitions

"Operational capacity" is the number of secure jail beds that can be operated by DAJD within annual adopted budget appropriation and within legal limitations including, but not limited to, limitations outlined in the *Hammer* settlement agreement and the Agreement with the Contract Cities. Vacancy rates at 5% for the Regional Justice Center and 2½% for the King County Correctional Facility will also be factored into operational capacity. In the event the County changes such vacancy rates, the County agrees to notify JAG.

III. County Population Alert Notifications

The County will provide the Contract Cities with a Population Alert Notification covering three categories: total population, Medical Inmates, and Psychiatric Inmates (PAN-TMP), and a Population Alert Notification for City Inmates (PAN-CI)

A. Timing

The PAN-TMP and the PAN-CI will be updated daily.

The PAN-CI will be updated monthly with a lag time of two weeks until such time as the County is able to provide more frequent notice to the Contract Cities.

B. Format

The County will develop a format for the PAN-TMP and PAN-CI that has an easily understood visual element. A visual “meter” type notice graphic will be developed that will be sent to Contract Cities by automated e-mail and/or appear on the County’s web site.

C. Contents

1) The PAN-TMP will provide a snap shot of short-term secure bed population status by the following status groups:

Total secure population
 Medical Inmates
 Psychiatric Inmates

The PAN-TMP will have three levels.

Alert Level I/Yellow - Greater than or equal to 95 percent operational capacity by category at the daily official count.

Alert Level II/Orange - The jail population is between 95 percent and 100 percent of operational capacity and has maintained that level for three consecutive days.

Alert Level III/Red – The jail population exceeds total operational capacity.

The PAN-TMP will contain a “notes” section where the County can inform the cities of events that may affect jail population.

2) The PAN-CI will be a count of the number of City Inmates.

IV. [reserved]**V. Other General Notification or Information Requirements**

Notice or information will be provided to the other party through the County or cities representative on the JAG as soon as it is available as follows:

Sammamish Interlocal Agreement: Jail Services

- ISP -- County
 - Transmittal of project budget to the King County Council
 - Council approval of funding
 - Project schedule
 - Bid notice
 - Notice to proceed
 - Construction schedule and inmate transfer schedule
- Status of contracting for secure jail beds in other jurisdictions - Cities
 - Signature of Contracts
 - Financing approval
 - Bid notice
 - Notice to proceed
 - Construction schedule
 - Prisoner transfer schedule
- Alternatives to Secure Detention Programs – County
 - The County will provide to the JAG a description of all alternative programs to secure detention (including program capacity) either directly operated by the County or operated by another entity under contract.
 - Notice of plans to initiate or expand alternatives and notice that plans have been implemented, including program capacity.
 - Copies of program placement criteria and operating protocols, including any agreements with courts.
- Alternatives to Secure Detention Programs – City
 - The City agrees to participate in some form(s) of alternatives to detention program(s). The City shall choose which such programs to participate in, and may operate such programs itself.

VI. Additional Process for Addressing Jail Overcrowding in 2013-2016

1. Population alert levels reduced beginning in 2013:

Alert Level I/Yellow trigger dropped from 95% to “greater than or equal to 85% operational capacity by category and has maintained that level for fourteen (14) consecutive days.”

Alert Level II/Orange trigger dropped to “between 92% and 100% of operational capacity and has maintained that level for three consecutive days.”
2. Process upon issuance of Yellow or higher level alert for Total Secure Population:
 - a. Within 7 days, each city with a municipal court will meet with its court, police, prosecutor representatives to identify any immediate/near term actions it can and will take to reduce population.
 - b. Within 7 days, County will convene a meeting with superior court, district court, prosecutor, DAJD, and client city representatives to identify any immediate/near term actions it can and will take to reduce population.
 - c. Within 10 days, each Extension City with a municipal court and the County will share with all other Extension Cities their respective lists of action items.

Sammamish Interlocal Agreement: Jail Services

- d. County may thereafter convene a meeting(s) with all Parties to the contract to discuss results, propose additional steps. Parties agree to consider housing inmates in alternate detention facilities on a short-term basis as one potential option to address overcrowding. If the County determines that due to a population alert it is necessary to temporarily relocate inmates, it may provide notice to the cities and then do so: if City inmates are re-located, the responsible City will be charged during such relocation on the same basis as if the inmate remained in a County facility, unless the Parties reach agreement on an alternate temporary relocation process and charging arrangement.

EXHIBIT V

COMPARISON OF ESTIMATED KING COUNTY JAIL BED DEMAND AND SUPPLY 2002 TO 2005										
Year		Jail and Alternatives Misdemeanant Space Demand				King County Supply Scenarios				
		Cities Beds	State/Co Misd Beds	Felony Beds	Total Beds	Types of Beds	Status Quo	Close NRF & ISP	Close NRF only	ISP only
2000	Pre Sentence	227				Secure Beds	2973			
	Post Sentence	492				NRF Beds	291			
	Total	719	296			Work Release	191			
						Total	3455			
2002	Projected	477	300	2009	2786	Secure Beds	2973	2973	2973	2973
					0	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	3223	3223	3414
2003	Projected		320	2094	2414	Secure Beds	2973	2430	2782	2621
	Maximum	380			380	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	2680	3032	3062
2004	Projected		340	2191	2531	Secure Beds	2973	2430	2782	2621
	Maximum	250			250	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	2680	3032	3062
Mid 2005+	Projected		350	2270	2620	Secure Beds	2973	2973	2973	2973
	Maximum	220				NRF Beds	0	0	0	0
						Addn'l Alternatives	60	60	60	60
2012+	Maximum	0				Work Release	190	190	190	190
						Total	3223	3223	3223	3223
NOTES:										
1) Assumes a 3% growth rate per year for felony bed demand										
2) Assumes no impact from DWLS diversion programs by District Court										
3) Assumes cities will reduce jail bed use by Dec 31 of year unless noted.										
4) Assumes cities are able to occupy 530 beds in Yakima County and/or Benton County Jail by December 2003										
5) The County is pursuing policies to reduce the use of secure beds beginning in 2002 that are not reflected in these numbers. Also, capacity restrictions could begin as soon as 2003 depending on County policy decisions.										
6) The number of secure beds listed include double bunking the RJC up to 65% (492 beds). Utilization of these beds requires that funding be sought and approved by the County Council.										
7) Assumes ISP begins 3rd Qtr. 2003.										
8) Assumes additional alternative beds available 4 th Qtr of 2002.										
9) Fifteen days per quarter there is a peak at 5% over average.										

EXHIBIT VI
Land Transfer Agreement

**Intergovernmental Land Transfer Agreement Between
King County and the City of Bellevue**

This Intergovernmental Land Transfer Agreement ("Agreement") is made and entered into by and between King County ("County"), and the City of Bellevue ("City").

WHEREAS the County has entered into a Jail Services Agreement ("JSA") with many of the cities located in King County ("Cities") to which this Agreement is an attachment; and

WHEREAS the JSA provides for the transfer of real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E. in Bellevue, Washington, (said property is described more fully in Exhibit A and referred to herein as the "Property") to the City of Bellevue in consideration for the negotiated rate in the JSA and promises made by the Cities in the JSA related to population reduction; and

WHEREAS it is in the best interest of the public that the County transfer said property to the City for the purposes detailed in the JSA;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Obligations of Parties

1.1 Agreement Contingent

This Agreement is subject to the execution of an Interlocal Agreement ("Cities Interlocal") between the City and all other interested cities located within King County to provide for the maintenance and disposition of the Property. If the City and the other interested cities are unable to reach agreement on the terms of the Cities Interlocal prior to the date of conveyance as provided in paragraph 1.2, upon written notice from the City of Bellevue to King County, this Agreement shall, at the City's sole discretion, become null and void and the parties will have no further obligation hereunder.

1.2 Conveyance of Title

On July 1, 2004, or earlier as hereinafter provided, the County will execute and deliver to the City: 1) a Statutory Warranty Deed conveying and warranting good and marketable title to parcels A, B-1 and B-2 free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those exceptions, defects and/or encumbrances identified on Exhibit B; and 2) a Quit Claim Deed conveying parcel C. Parcels A, B-1, B-2 and C are described more fully in Exhibit A and collectively referred to herein as the "Property."

1.3 The City will provide written notice to the County upon satisfaction of all contingencies under Sections 1.1 and 6.2 of this Agreement and the County shall have sixty (60) days thereafter to deliver a conveyance to the City.

2. Existing Restrictions, Agreements, Contracts or Permits

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

2.2 The Property will be used as required in Section 12 of the JSA to enable the Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of the JSA. The parties understand that the Property may be sold or traded and the proceeds and/or land acquired from such sale or trade used for the purposes detailed in the preceding sentence. The parties further agree that in the event the cities do not comply with Section 12 of the JSA and meet the final step of the population reduction schedule as detailed in Sections 11.3 and 11.4 of the JSA, the City of Bellevue shall transfer title to the Property back to the County if such Property has not been sold; or if such Property has been sold, pay the County an amount equal to the net sale price of the Property, plus investment interest earned; or if the Property has been traded, pay the County the appraised value of the Property at the time of the trade, as determined by an MAI appraiser selected by mutual agreement of King County and the City of Bellevue, plus investment interest earned.

2.3 Should any disagreement arise between the parties as to the interpretation or application of the terms and provisions of this Agreement, the parties shall first engage in informal dispute resolution between designated City and County staff persons. If those staff persons are unable to resolve the dispute, the matter shall be referred to the City Manager and the County Executive or their respective designees. If the City Manager and the County Executive or designees are unable to resolve the dispute, the matter shall be referred to non-binding mediation. Should the mediation process fail to resolve the dispute, either party may file an action in King County Superior Court. Each party shall bear its own costs and attorney fees incurred in the dispute resolution process.

3. Condition of Property and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

3.1 The County warrants that it has and will deliver marketable title to Parcels A, B-1 and B-2. The City has inspected and knows the condition of the Property and accepts the Property AS IS, WHERE IS and WITH ALL FAULTS. More specifically, King County does not make and specifically disclaims any warranties; express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of the County is authorized otherwise. Without limitation, the foregoing specifically excludes warranties with respect to the condition of the Property for development and/or use by City, the presence of any Hazardous Materials,

underground storage tanks or contaminated soil, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Materials at, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended. Except as provided in Sections 4 and 5, the City acknowledges and agrees that the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

3.2 Except as provided in Section 5, the County shall not have any obligation to make any changes or improvements, or to incur any expenses whatsoever for the operation, maintenance, monitoring, repair or remediation of the Property.

4. Indemnification and Hold Harmless

4.1 The County shall protect, indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the date of conveyance of the Property to the City. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and/or its elected officials, officers, agents and employees or jointly against the City and the County and/or their respective elected officials, officers, agents and employees, the County shall satisfy the same.

4.2 Except as provided in Section 5, the City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever arising from those occurrences related to the Property that occurred on or after the date of conveyance of the Property to the City. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the County or the County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against the County and/or its officers, agents and employees or jointly against the County and the City and/or their respective officers, agents and employees, the City shall satisfy the same.

4.3 Each Party to this Agreement shall notify the other of any and all claims, actions, suits, liabilities, losses, costs, expenses or damages that arise or are brought against that party relating to or pertaining to the Property, within thirty (30) days of receipt of such information.

4.4 Each party agrees that its obligations under this paragraph extend to any claim, demand,

and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

4.5 These indemnification provisions shall survive the conveyance of the Property and any termination of this Agreement or the JSA.

5. Environmental Liability

5.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

5.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County, its agents or permittees during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property. The preceding sentence shall not apply to tests, inspections, studies, surveys or appraisals conducted by the City pursuant to Section 6.1.

5.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing as soon as reasonably practicable, but in any event not more than sixty (60) days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

5.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

6. City Right of Inspection

6.1 Prior to the date of conveyance, the City shall have the right at City expense to perform any and all tests, inspections, studies, surveys or appraisals of the Property reasonably deemed necessary by the City. Upon seven (7) days written notice to the County, the City may enter the Property and conduct such tests, inspections, studies, surveys and appraisals. County representatives may attend and witness such tests, inspections, studies, surveys and appraisals. After conducting its tests, inspections, studies, surveys or appraisals of the Property, the City shall restore the Property, as nearly as is practicable, to its condition on the date of City's entry thereon, except to the extent that the City may be required by state or

federal agencies to leave any exposed or altered area open for inspection and/or remediation. In addition, the City shall defend, indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from all claims, demands, suits, actions, and liabilities of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent errors, omissions or acts of the City and/or its contractors, employees, agents, and representatives in the performance of the tests, inspections, studies, surveys or appraisals of the Property. The City specifically assumes potential liability for actions brought by the City's own employees against the County arising from such tests, inspections, studies, surveys or appraisals, and for that purpose the City specifically waives, as respects the County only, any immunity under the Worker's Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation.

6.2 If after conducting its tests, inspections, studies, surveys and appraisals the City determines, in its sole discretion, that condition(s) exist on the Property that will substantially impact the salability of the Property (other than naturally occurring conditions), the City may request that the County remediate such condition(s). In the event that the County fails, within 90 days of receiving the request from the City, to agree to such remediation, or thereafter fails, within a reasonable period of time (but in any event prior to the date of conveyance of the Property), to accomplish such remediation, this Agreement shall, at the City's sole discretion, upon written notice to the County, become null and void and the parties shall have no further obligations under this Agreement or the JSA with respect to this Property.

6.3 Within thirty (30) days of the execution of this Agreement, the County shall provide the City with copies of all of its records related to the County's acquisition and maintenance of and to the condition of the Property.

7. Legal Relationship

7.1 The parties to this Agreement execute and implement this Agreement solely as County and City. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

8. Waiver and Amendments

8.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

9. Entire Agreement and Modifications

9.1 The JSA and this Intergovernmental Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. Any amendment or modification of the terms of this Agreement must be made in writing and signed by both parties hereto.

10. Duration and Authority

10.1 This agreement shall be effective upon signature by the authorized signatories of and authorization by the legislative bodies of both parties. The terms, conditions, covenants, and representations contained herein and in the JSA shall not merge into the deed of conveyance, but shall survive the conveyance and shall continue in force.

10.2 Termination of this Agreement by the City pursuant to Section 1.1 or 6.2 shall have no effect upon the terms and enforceability of the JSA except for Section 12 of the JSA.

11. Assignment.

11.1 The City shall not assign this agreement or any rights hereunder except to the cities or another city representing the cities for whose benefit this conveyance of the Property is to be made, and then only if the assignee(s) assume(s) all obligations of the City under this Agreement.

12. Negotiation and Construction.

12.1 This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party. All parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

13. Notice

13.1 Any notice provided for herein shall be sent to the respective parties at:

King County
[INSERT INFO]

City
[INSERT INFO]

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Bellevue

Sammamish Interlocal Agreement: Jail Services

King County Executive

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County
Senior Deputy Prosecuting Attorney

City Attorney

Date

Date

Sammamish Interlocal Agreement: Jail Services

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, to me known to be the _____ of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2002.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, the _____ of _____, known to me to be the City that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2002.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A
Legal Descriptions

Parcel A: Lots 3 and 4 of Bellevue Short Plat No. 78-43 as recorded under Recording No. 7807030722, records of King County, Washington; EXCEPT the South 10 feet thereof.

Parcel B-1: That portion of the South 267.6 feet of the North 634.7 feet of the NW 1/4 of the SW 1/4 of Section 28, Township 25 North, Range 5 East, W.M., in King County, Washington, lying Westerly of the Northern Pacific Railway Right-of-Way; EXCEPT the North 242 feet of the West 450 feet thereof; AND EXCEPT the West 30 feet thereof for 116th Avenue NE; AND EXCEPT the South 26.6 feet of the West 250 feet thereof.

Parcel B-2: An easement for access for the benefit of Parcel B-1 as granted and set forth in document recorded under Recording No. 7908020842, records of King County, Washington.

Parcel C: The South 10 feet of the North 367.10 feet, measured along the Westerly line thereof, of that portion of the Northwest quarter of the Southwest quarter of Section 28, Township 25 North, Range 5 East, W.M., lying Westerly of the right of way of Burlington Northern, Inc., successor to Northern Pacific railway Company, Except the West 450 feet thereof.

All situated in King County, Washington.

EXHIBIT VII
List of Cities

Algona
Auburn
Beaux Arts
Bellevue
Black Diamond
Bothell
Burien
Carnation
Clyde Hill
Covington
Des Moines
Duvall
Federal Way
Hunts Point
Issaquah
Kenmore
Kirkland
Lake Forest Park
Maple Valley
Medina
Mercer Island
Milton
Newcastle
Normandy Park
North Bend
Pacific
Redmond
Renton
Sammamish
Sea Tac
Seattle
Shoreline
Skykomish
Snoqualmie
Tukwila
Woodinville
Yarrow Point

Sammamish Interlocal Agreement: Jail Services

**EXHIBIT VIII
DISTRIBUTION OF PROPERTY PROCEEDS**

Distribution Methodology Approved by the Jail Oversight Assembly on March 26, 2008

Total Proceeds Distributed: \$13,000,116.20

CITY	PROCEEDS RECEIVED
Algona	\$23,192.28
Auburn	\$802,194.52
Beaux Arts	\$2,522.78
Bellevue	\$971,638.82
Black Diamond	\$13,296.20
Bothell	\$126,885.71
Burien	\$152,789.21
Carnation	\$6,307.75
Clyde Hill	\$42,535.80
Covington	\$66,118.25
Des Moines	\$177,311.14
Duvall	\$28,001.99
Enumclaw	\$90,781.96
Federal Way	\$592,399.79
Hunts Point	\$18,450.65
Issaquah	\$219,917.62
Kenmore	\$124,144.61
Kent	\$1,167,658.01
Kirkland	\$425,486.02
Lake Forest Park	\$80,832.42
Maple Valley	\$55,773.68
Medina	\$76,693.70
Mercer Island	\$215,282.16
Milton	\$1,945.88
Newcastle	\$54,016.16
Normandy Park	\$34,455.39
North Bend	\$26,493.44
Pacific	\$14,072.56
Redmond	\$454,813.50
Renton	\$1,003,904.60
Sammamish	\$208,371.63
SeaTac	\$163,498.78
Seattle	\$4,712,211.12
Shoreline	\$385,803.38
Skykomish	\$1,619.59
Snoqualmie	\$67,254.57
Tukwila	\$287,711.75
Woodinville	\$86,320.79
Yarrow Point	\$17,407.99
Total	\$13,000,116.20

EXHIBIT IX**2008 City Average Daily Population (ADP) by Billing Responsibility
Based on Daily Morning Headcount**

<i>City</i>	<i>Average</i>
Algona	0.14
Auburn	6.45
Beaux Arts	-
Bellevue	7.93
Black Diamond	0.05
Bothell	0.29
Burien	6.69
Carnation	0.03
Clyde Hill	0.32
Covington	1.51
Des Moines	5.06
Duvall	0.14
Federal Way	8.92
Hunts Point	0.12
Issaquah	0.35
Kenmore	2.39
Kirkland	9.03
Lake Forest Park	2.85
Maple Valley	0.23
Medina	1.10
Mercer Island	0.32
Newcastle	0.75
Normandy Park	0.59
North Bend	0.32
Pacific	0.25
Redmond	3.44
Renton	5.67
Sammamish	0.80
Seatac	6.32
Shoreline	9.26
Skykomish	0.02
Snoqualmie	0.18
Tukwila	16.93
Woodinville	1.32
Yarrow Point	-
Seattle	185.23
<i>Total</i>	<i>284.98</i>

SAMMAMISH JAIL CONTRACTS

ISSAQUAH CITY JAIL

	Booking Fee	Bed Fee	Total First Day	Additional Days
2007	\$ -	\$ 60.00	\$ 60.00	\$ 60.00
2008	\$ -	\$ 60.00	\$ 60.00	\$ 60.00
2009	\$ -	\$ 80.00	\$ 80.00	\$ 80.00
2010	\$ -	\$ 85.00	\$ 85.00	\$ 85.00

Memorandum of Understanding 30-day notice to withdraw.
Medical/Medication actual cost, Court Transport \$45.00 per hour

Inmate Days 2009 743

KING COUNTY JAIL

	Booking Fee	Bed Fee	Total First Day	Additional Days
2007	\$ 197.23	\$ 103.17	\$ 300.40	\$ 103.17
2008	\$ 208.67	\$ 109.10	\$ 317.77	\$ 109.10
2009	\$ 220.77	\$ 115.36	\$ 336.13	\$ 115.36
2010	\$ 233.58	\$ 122.24	\$ 355.82	\$ 122.24

Contract expires 12-31-2012. Proposed extension 12-31-2016

Inmate Days 2009 246

KING COUNTY JAIL, 11/1/2010 - 12/31/2010

(Contract Extension)

	Booking Fee	Maintenance Charge	Work Release	Total First Day	Additional Days
Jail	\$ 341.82	\$ 105.93		\$ 447.75	\$ 105.93
Work Release	\$ 341.82		\$ 78.58	\$ 420.40	\$ 78.58

Potential Surcharges Fee per Day Fee per Hour

Infirmary Care	\$ 160.89	
Non-Acute Psy	\$ 65.90	
Acute Psy	\$ 220.54	
Guarding City Inmate		\$ 54.95

KING COUNTY JAIL 2011 - 2016 (Contract Extension)

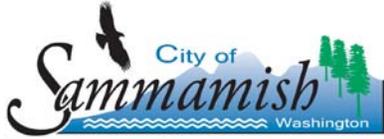
5% increase per year for non medical fees and charges, 6.5% increase for medical charges

YAKIMA COUNTY JAIL

	Booking Fee	Bed Fee (Up to 340)	Medical	Total
2007	\$ -	\$ 65.09	\$ 6.38	\$ 71.47
2008	\$ -	\$ 68.34	\$ 6.70	\$ 75.04
2009	\$ -	\$ 71.76	\$ 7.04	\$ 78.80
2010	\$ -	\$ 75.35	\$ 7.39	\$ 82.74

Current contract expires 12-31-2010. Extension under Negotiation
If the total number of beds used by contract Cities exceed 340, additional beds are provided at about 40% of the Bed Fee

Inmate Days 2009 The City contracts for a minimum of 1.5 jail beds. In 2009 we did not exceed our minimum.



City Council Agenda Bill

Meeting Date: May 4, 2010

Date Submitted: April 28, 2010

Originating Department: Admin Services

Clearances:

<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> Community Development	<input type="checkbox"/> Parks & Rec
<input type="checkbox"/> Attorney	<input type="checkbox"/> Finance & IT	<input type="checkbox"/> Police
<input checked="" type="checkbox"/> Admin Services	<input type="checkbox"/> Fire	<input type="checkbox"/> Public Works

Subject: Fall City Fire District 27 Agreement

Action Required: Authorize the City Manager to negotiate an agreement with Eastside Fire & Rescue and the Fall City Fire District

Exhibits: 1. N/A

Budget: Amount not to exceed \$125,081

Summary Statement:

Authorizes the City Manager to negotiate an agreement for Fire and Emergency Services in the Aldarra and Montaine neighborhoods after they are annexed to the City.

Background:

The City of Sammamish received a petition from the Aldarra and Montaine neighborhoods to be annexed into the City. Following a process outlined in State Law, on March 16, 2010 the Sammamish City Council adopted Ordinance 2010-280 annexing the Aldarra and Montaine neighborhoods into the City. The annexation is now being reviewed by the King County Boundary Review Board.

The City's estimated net annual operating revenue from the Aldarra and Montaine annexation would be \$75,000. \$34,800 for the Operating Funds and \$40,200 for the Stormwater Utility. This includes an increase of \$48,140 in our Eastside Fire & Rescue Partner Contribution for the Klahanie Fire Station #83. If the annexation were to occur July 10, 2010, the City's estimated 2010 net revenue would be \$31,694.

Fire and Emergency Services

Fire and Emergency Services for the Aldarra and Montaine neighborhoods are currently provided by Fall City Fire District #27. If the neighborhoods are annexed Fire and Emergency Services would be provided by Eastside Fire & Rescue (EF&R) and EF&R Staff estimates that



City Council Agenda Bill

the City's Partner contribution for the Klahanie Fire Station #83 would increase by \$48,140 per year.

Property Taxes

If Aldarra and Montaine are annexed the City will receive the 2010 property taxes levied but not collected by the Fall City Fire District in those neighborhoods. If the annexation were to occur July 10, 2010, the Fall City Fire District estimates their levied but not collected 2010 property taxes would be \$125,081.

Conceptual Agreement

City Staff, EF&R Staff, and representatives from the Fall City Fire District have discussed a conceptual agreement for fire and emergency services in the Aldarra and Montaine neighborhoods after the property has been annexed by the City. The agreement would include:

- The Fall City Fire District would continue to provide fire and emergency services in Aldarra and Montaine for 2 ½ years after the annexation process has been completed, (July 10, 2010 – December 31, 2012).
- The Aldarra and Montaine annexation area would not be included in the EF&R Partner Contribution Funding Formula calculations until January 1, 2013.
- 2010 – Based on the date of annexation, EF&R would contract for fire and emergency services in Aldarra and Montaine with the Fall City Fire District, (approximately 175 days for \$23,107). EF&R would bill the City of Sammamish for the appropriate amount in equal monthly payments and forward the funds to the Fall City Fire District.
- 2011 – EF&R would contract for fire and emergency services in Aldarra and Montaine with the Fall City Fire District. EF&R would bill the City of Sammamish for \$48,140 in equal monthly payments and forward the funds to the Fall City Fire District.
- 2012 – EF&R would contract for fire and emergency services in Aldarra and Montaine with the Fall City Fire District. EF&R would bill the City of Sammamish for \$48,140 in equal monthly payments and forward the funds to the Fall City Fire District.

Financial Impact:

2010	\$ 23,107 (approximately 175 days)
2011	\$ 48,140
2012	\$ 48,140
Total	\$119,387



City Council Agenda Bill

Recommended Motion:

Staff recommends the City Council authorize the City Manager to negotiate an agreement with EF&R and the Fall City Fire District consistent with the Conceptual Agreement outlined above for an amount not to exceed \$125,081.