



INTERLOCAL

- Document Type:**
- Contract
 - MOU
 - Interlocal agreement
 - Notice of Acceptance
 - Retainage
 - Franchise Agreement
 - Right of Way Use Agreement
 - Lien
 - Correspondence
 - Collective Bargaining Agreement
- Status**
- New
 - Amendment
 - Change Order
 - Renewal
 - Cancellation

*Vendor Name: KC Superior Court

*JDE PO Number: 710819-000

*Effective Date: 01-01-2008

*Termination Date: 12-31-2010

*Clerk's Receiving Number: 41247

Related Receiving Number: -

Bld/RFP/RFQ/ITQ Number: -

Ordinance Number: -

Resolution Number: -

CIP Number: -

Project Name: Youth Court Pilot Program

Site Name: -

Vendor Number: 33929

File Location: 07-397

FULLY EXECUTED DOCUMENTS
HAVE BEEN RECEIVED

* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date 06-12-2007
 Scan Date 6-24-07
 Index Date 6-24-07

City of
Bellevue



Post Office Box 90012 ♦
Bellevue, Washington ♦ 98009 9012 ♦



20070829001211

BELLEVUE CITY INTERLOCAL 40.00
PAGE 001 OF 001
06/29/2007 12:15
KING COUNTY, WA

Recording Cover Sheet

To: King County Recorder's Office
From: City of Bellevue City Clerk's Office
P.O. Box 90012
Bellevue, WA 98009-9012
Date: June 12, 2007
Subject: Inter Local Agreement Filing

The following legislation and attached agreement are included for filing with King County Recorder's Office per RCW 39.34.040.

Government Agency:	City of Bellevue
Interlocal Agreement Participants:	KC Superior Court/ City of Bellevue
Adopting Legislation:	N/A
Clerk's Receiving Numbers:	CR#41247
Description:	Youth Court Pilot Program
Recording Fee	32.00 40.00
	07-397

Full copy of above agreement available at the City of Bellevue, City Clerk's Records Division, 11511 Main Street, Bellevue, WA (425) 452-6805 email: cityclerk@ci.bellevue.wa.us



AGREEMENT

#710819-000

CITY OF BELLEVUE KING COUNTY

1. Overview

SR# 41247 DATE 04-12-07 LOC 07-397

Since 1990, the City of Bellevue has offered middle and high school age students a youth leadership program called "Youth Link" to develop management, fiscal, and civic decision-making skills. This leadership program teaches youth skills through project learning. Youth Link consists of two major arms – the Bellevue Youth Council and the Youth Link Board. In the past sixteen years, Youth Link has accomplished a variety of youth development projects that have benefited the teen community of Bellevue including the Bellevue Skate Park, Ground Zero Teen Center, Outspoken (Youth) Newspaper, Youth Involvement Conferences, and Teen Closet (services for homeless and low-income teens).

In 2003, the Youth Link Board selected the implementation of a Youth Court program as a top priority. The Board authorized research of a Youth Court program that would serve the teen population in Bellevue, Washington. The review of national and local youth court programs located 1,040 youth/teen court systems throughout the United States, with more than thirty youth/teen courts in Washington State. Youth/teen courts include school (tobacco, truancy, detention, and moot), traffic, and criminal courts.

Bellevue is ripe for a youth court. In 2004, Bellevue teens were involved in 74 felony and 178 misdemeanor cases filed in the King County Juvenile Court System. These cases included 139 Divertible Cases. Depending on the severity of the crime, most* first time juvenile respondents participate in the diversion process and their cases are heard by the Bellevue Community Accountability Board (CAB), one of King County Superior Court's Partnership for Youth Justice diversion program's twenty-three CABs County-wide (*there were 126 Bellevue diversions in 2004). The City of Bellevue is interested in reducing the recidivism rate of second-time respondents with the hope of impacting the juveniles who are at the crossroads of positive or negative behavior patterns.

In keeping with its mission to teach Bellevue youth leadership, civic-mindedness, compassion, and presentation skills through project learning, the City of Bellevue has developed a model for a Bellevue "Youth Court." Bellevue's Youth Court is designed specifically to provide opportunities for Bellevue youth to participate in the Youth Court process in the capacity of judges, court personnel, advocates (playing the role of attorneys), defense advocates, and jury members. Bellevue's Youth Court model is also designed specifically to serve Bellevue youth respondents, who reside in Bellevue or have been arrested in Bellevue for misdemeanor or gross misdemeanor crimes, which have been screened sufficient to prosecute by the Prosecutor.

The King County Prosecutor's Office ("Prosecutor's Office") processes all felony and misdemeanor cases committed by Bellevue youth through the King County Juvenile Court System. The Prosecutor's Office works directly with the King County Superior Court's Partnership for Youth Justice ("Diversion Program") to determine which cases are eligible for the Diversion Program. In order for Bellevue to process a case through Youth Court, the Diversion Program will refer the eligible and appropriate cases to the City of Bellevue.

The City of Bellevue intends to operate a Youth Court Pilot program funded by the City's Youth Link Board for its first three (3) years. This Youth Court Pilot program depends on the referral of second-time divertible cases from Partnership for Youth Justice (PYJ) with approval by the King County Prosecuting Attorney's Office.

2. Purpose

The purpose of this Agreement is to set forth the roles and responsibilities of the City of Bellevue, the Prosecutor's Office and the Superior Court with respect to the Bellevue Youth Court Pilot program.

3. Definitions

"*Bellevue*" means the City of Bellevue.

"*CAB*" means Community Accountability Board, particularly the Bellevue Community Accountability Board, a part of King County Superior Court's Partnership for Youth Justice diversion program.

"*City*" means the City of Bellevue.

"*Diversion Program*" means the King County Juvenile Diversion Program, also known as King County Superior Court's Partnership for Youth Justice.

"*Prosecutor's Office*" means the King County Prosecutor's Office.

"*Superior Court*" means the King County Superior Court.

"*Youth Link*" means the City of Bellevue's leadership program for middle and high school age students.

"*Youth Court Coordinator*" means the employee of the third party human services agency under contract with the City of Bellevue who is responsible for the administrative functions of Youth Court.

"*Youth Court*" means the City of Bellevue's three-year pilot program of peer adjudication of Bellevue youth respondent through the Youth Court sentence hearing, and the accompanying program components as funded by the City of Bellevue's Youth Link program.

"*Respondent*" means youth offender accused of a crime (screened sufficient to prosecute by the Prosecutor's Office) under the authority of the King County Juvenile Court system.

4. City of Bellevue Responsibilities

- A. Bellevue will administer Youth Court through its Probation Department.
- B. Bellevue will fund Youth Court for three (3) years.
- C. Bellevue will contract with a third party human services agency to conduct the administrative functions of Youth Court.
- D. Bellevue will provide building space for all Youth Court proceedings and Youth Court-related meetings and trainings within City of Bellevue boundary limits.

- E. Bellevue will provide voluntary access to coordinated human services through its third party administrator to Youth Court respondents.
- F. Bellevue will market Youth Court to Bellevue public and private high schools.
- G. Bellevue will provide Youth Court participants to serve as judges, jury members, advocates (attorneys), bailiffs, and court clerks.
- H. Bellevue will provide adult volunteers to train, educate and coach the youth participating in Youth Court as judges, jury members, attorneys, bailiffs, and court clerks.
- I. Bellevue will provide for professional evaluation services to evaluate the success of the Youth Court Pilot program. The professional evaluator shall be chosen by Bellevue in its sole discretion.
- J. Bellevue will actively foster relationships with and work in cooperation with the Bellevue CAB.

5. King County Responsibilities

- A. King County Superior Court authorizes the City of Bellevue, Washington to establish a "Youth Court" in accordance of Washington State Senate Bill No. 5692, and governed by RCW 13.40.580-RCW 13.40.640, as established in this agreement.
- B. King County Juvenile Court will serve as the judicial authority for the juvenile cases assigned to the Bellevue Youth Court Pilot program as required by RCW 13.40.590.
- C. King County Juvenile Court Chief Judge, or his/her designee, will participate in the Bellevue Youth Court Pilot program, consistent with RCW 13.40.580 - RCW 13.40.640.
- D. In the first year, the Prosecutor's Office will continue to refer Bellevue cases to the Diversion Program. The Diversion Program, in turn, may refer cases to the Bellevue Youth Court Coordinator if they meet the following criteria:
 - i. The respondent is a Bellevue resident; and
 - ii. The respondent was under the age of 18 at the time the crime was committed; and
 - iii. The crime for which the respondent is being referred to Bellevue Youth Court was committed in Bellevue; and
 - iv. The crime for which the respondent is being referred is the respondent's second divertible offense; and
 - v. The crime for which the respondent is being referred is a misdemeanor or gross misdemeanor and is neither an assaultive crime against a person nor a crime of domestic violence.
- E. The Diversion Program will refer cases using a standard form to be mutually approved by the parties.
- F. The Prosecutor's Office will review the respondents' paperwork for consideration of the filing of charges, for respondents who opt out of Youth Court. The Bellevue Youth Court Program will return such respondents' paperwork to the Prosecutor's Office within 30 days of the youth opting out of Youth Court.
- G. The Prosecutor's Office will assist Bellevue in finding attorneys who will serve as mentors and educators for the youth involved with Youth Court.

- H. The Diversion Program will provide training to the Bellevue Youth Court program staff and youth volunteer on an agreed upon, regular schedule.
- I. The Diversion Program and the Bellevue Youth Court Program will work together for the purpose of addressing and supporting solutions to juvenile criminal behavior for the goodwill and well being of King County youth and community.

6. Legal Relations

- A. City. The City shall protect, defend, indemnify and save harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, any negligent acts or omissions of the City, its officers, employees, contractors and/or agents, in the performance and/or nonperformance of obligations under this Agreement.
- B. King County. King County shall protect, defend, indemnify, and save harmless Bellevue, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, any negligent acts or omissions of King County, its officers, employees, contractors and/or agents, in the performance and/or nonperformance of obligations under this Agreement.
- C. For purposes of paragraphs A and B above, the parties, by mutual negotiation, hereby waive, as respects each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- D. In the event either party incurs any judgment, award, and/or cost in the defense of claims within the scope of paragraph A and B above, all such fees, expenses, and costs shall be recoverable from the other party. In addition, each party shall be entitled to recover from the other any attorney fees and costs incurred to enforce the provisions of this Section 6.
- E. Insurance. The City shall require that any third party agency contracting with the City to perform services pursuant to the implementation of this Agreement procure and maintain Commercial General Liability insurance with limits of at least \$ 1,000,000 Per Occurrence and \$ 2,000,000 Aggregate naming the City and King County as additional insureds, and, if available, Professional Liability insurance in the amount of \$ 1,000,000 Per Claim and in the Aggregate, with respect to services provided.

At the end of the first and each subsequent year, this agreement may be reviewed and revised as necessary, with the intention and expectation, though with no obligation, to renew the agreement and proceed with the project.

Signed this 2nd day of May 2007.

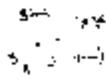
City of Bellevue

King County

Brad Miyake
Brad Miyake, Deputy City Manager

The Honorable Michael Trickey, Presiding Judge
King County Superior Court

Approved as to form:


Darcie Chinn
Darcie Chinn, Assistant City Attorney

Norm Maleng
Norm Maleng, King County Prosecuting Attorney

Miyake, Brad

From: Chinn, Darcie
Sent: Monday, June 11, 2007 2:51 PM
To: Miyake, Brad
Subject: RE: Youth Court Pilot Program

Yes. The program doesn't need Council approval because it is not a true interlocal agreement (as defined by the Interlocal Cooperation Act statute), and it is under your signature authority in terms of money amount. We had planned on going to Council sooner for informational purposes, but I believe we delayed due to the passing of Norm Maleng. Please let me know if you have any other questions.

Thanks,
Darcie

Darcie Chinn
Assistant City Attorney
Bellevue City Attorney's Office
(425) 452-4082
dchinn@bellevuewa.gov

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From: Miyake, Brad
Sent: Monday, June 11, 2007 2:43 PM
To: Chinn, Darcie
Subject: Youth Court Pilot Program

Hi Darcie. Am reviewing the Youth Court pilot program contract. I don't see any authorization from the Council, can I still sign? Thanks

Brad

*Per telecon w/ Michelle Murphy,
treat as INTERLOCAL, including*



CITY OF BELLEVUE
Finance - Contracting Services
425-452-7876

CR# 41247 DATE 6-12-07 Loc 01-397 # 710819-000

CONTRACT ROUTING/APPROVAL

CURRENT CONTRACT INFORMATION:

Contract Title: **City of Bellevue, King County**

Contract Description: **Youth Court pilot program**

Total Aggregate Value: **0**
(includes orig. + prev. amends + new amend)

New Amendment Value: **0**

Budget Impact: **Agreement / Interlocal -**

Department: **Parks & Community Services**

Contract Manager 1: **Helena Stephens** 2: _____
Contract Manager has the authority to approve invoices for payment on this contract.

Contract Type: **Professional Services Agreement**

Contract Form: **Interlocal** Custom contract document

Additional Comments

City of Bellevue, Prosecutor's Office and Superior Court are in agreement set forth with respect to the Bellevue Youth Court Pilot program. Bellevue will contract with a third party human services agency to conduct the administrative functions of Youth Court. All related meetings and trainings will be within the City of Bellevue boundary limits.

Does the contractor meet criteria listed on the data entry screen? If no, independent contractor checklist should be attached.

VENDOR INFORMATION:

Vendor Name: ~~City of Bellevue~~ **KC** - Superior Court of King County

New Vendor **No** ~~Yes~~ COB Bus. License # _____
(CS to complete)

JDE Vendor Number: **33929**

Tax ID # _____ UBI # (if known) _____

CONTRACT TERMS:

Orig. Effective Date: **1/1/2008** End Date: **12/31/2010**

Subject To: **Other**

RELATED CONTRACT INFORMATION:

Is this an Amendment/Chng. Ord.? **No** Amendment #: **N/A**

Amendment Effective Date: _____

Orig. Clerk's Receiving Number: **N/A**

Orig. Contract Value: _____
(w/o amendments)

Total Value of Previous Amends/Chng Ord's: _____

Other Amendment CRF's: _____

SELECTION METHOD:

Please provide explanation of process in add'l comments

Process **No** Competitive Process

Method **Other - Please Explain in Additional Comments**

Bid / RFP / RFQ / ITG #: **N/A**

COUNCIL APPROVAL

Motion to Award: **No** Council Award Date: **N/A**

Ordinance #: **N/A**

Resolution #: **N/A**

Yes No

ROUTING & APPROVAL

Authorized Department Signature: **Parks & Community Services**

Date: **5-16-07** Title: **Assistant Director**

ROUTE: **Received Out**

CONT: **JUN - 7 2007**

SVCS: **Contracting Services**

LEGAL: **6/8 6/8**

INSURANCE REVWD BY: **6/11 6/12**

CMO: **RECEIVED FROM MUM** **6/11 6/12**

CCO: **Chaugen** **06-12-07**

CONT SVCS: _____

Return To: **Helena Stephens**

Joanne Nicolai

RECEIVED

JUN 11 2007

CITY MANAGERS OFFICE

form 2.00.100104

CONTRACT REVIEW CRITERIA

#710819-000

Contract Title City of Bellevue, King County

Vendor Name ~~City of Bellevue - Superior Court of King County~~

King County Superior Court

DEPT (1) CONTRACTING SERVICES

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the Contract Values (i.e.: aggregate values, yearly budget totals, taxable amounts, acct numbers, etc.) accurate?
- d) Is the JDE vendor name & number accurate? ~~33929~~ 33929
- e) Does Contractor have a Bellevue Business License? If not, date Tax Office was notified: na
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- g) Is this an amendment or renewal? If so, are the original contract #s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? ~~Are results attached?~~
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached? na
- l) Is Attachment "B" (Insurance Requirements) attached? na
- m) Does the Contractor's Certificate of Insurance meet Attachment "B" requirements? na
- n) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? na
- o) Are the policy expiration date(s) on the Certificate of Insurance current? na
- p) Is the contract exempt from paying Prevailing Wages? Yes ~~If not, are current Wage Rates attached in Attachment "G"?~~
- q) Does the Contractor have an open account with the Washington State Dept. of Revenue?
- r) Are the Contractor's worker's comp. premiums current?
- s) Is the Contractor on the Federal Debarred Suspended List?
- t) Does the vendor have an active Professional/Contractor License with the Washington State Dept. of Licensing?

(2) INFORMATION TECHNOLOGY DEPARTMENT (if applicable):

- a) Do the technology components meet the enterprise technology standards for the City?
- b) Does the purpose of the contract comply with the City's IT strategic plan?
- c) Has ITGC approved the project?
- d) Are the vendors IT City qualified vendors for technology work?

(3) RISK MANAGEMENT:

- a) Are the Insurance Requirements (Attachment B) appropriate for Scope of Work? Both entities are self-insuring
- b) Does the contractor's Certificate of Insurance comply with the requirements? N/A
- c) Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? No
- d) Does the Hold Harmless clause include language referencing Title 51 releases?

(4) CITY ATTORNEY'S OFFICE:

- a) Has the Contractor signed all originals and initialed any proposed changes to standard language?
- b) Are contract terms and conditions consistent throughout entire contract?
- c) Are there any unlawful provisions?

(5) CITY MANAGER'S OFFICE:

- a) Does contract meet overall consistency with City contracting policy, budget, etc.?

CONTRACT ROUTING/APPROVAL SUMMARY
ALPHA CON001

NOTE: This page MUST accompany all contracts being routed for approval.
Contracts lacking this page will be considered incomplete and will be returned to the
originating department.

JDE BUDGET INFORMATION:

Line No	Description	CIP No. (if	GL Date	AccountNo	Subtotal	Taxable? (enter	Total
						No	

FOR CITY CLERK'S OFFICE USE:

Vendor Number 33929

Vendor Name: ~~City of Bellevue Superior Court~~ of King County Superior Court

Start Date: 1/1/2006 End Date: 12/31/2010

Contract Type: Professional Services Bid / RFP / RFQ / ITQ # N/A

Amendment / Renewal? No Amend #: N Original Contract # N/A

Ordinance # N/A Resolution # N/A Council Bid Award Date N/A

Selection Method: Other - Please Explain in Additional Comments NA.

Department: Parks & Community Services Document Value: 0

Contract Description: Youth Court pilot program
Interlocal → Agreement