

MOTION NO. 8939

A MOTION authorizing an application for funding assistance for the Cedar River Trail project from the FY94 Statewide Transportation Enhancement Fund.

WHEREAS, King County has approved an "Open Space Plan" identifying trails, natural areas and greenbelts which are needed to develop a quality park and open space system, and

WHEREAS, King County has approved a "Regional Trails Plan" identifying a system of regional trails throughout the county as well as implementation strategies to support the plan, and

WHEREAS, the Cedar River Trail is an integral part of these planning documents, and considered an important part of the county's overall trail system, and

WHEREAS, under the provisions of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), funding assistance has been made available through the Washington State Department of Transportation (WSDOT) for certain transportation enhancement projects, and

WHEREAS, King County considers it in the best public interest to improve portions of the Cedar River Trail;

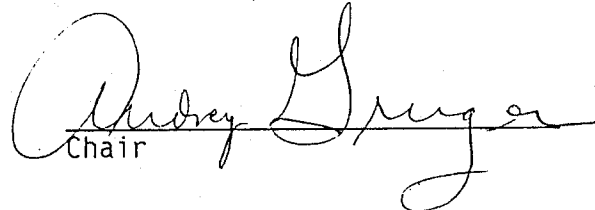
NOW, THEREFORE, BE IT MOVED by the Council of King County:

A. The King County Executive is authorized to make formal application to the WSDOT for funding assistance from the FY94 Statewide Transportation Enhancement Fund, and that any final assistance so received shall be used in the development of the Cedar River Trail project.

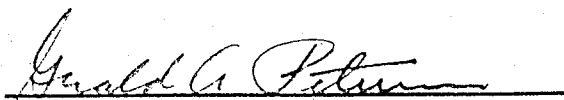
B. That King County does hereby certify that, if funding assistance is granted, the county will fully support its grant match commitment of 50% which is estimated to be \$118,414, the source of which is projected to be either REET or CX funding dedicated to the FY 1994 Parks CIP budget.

PASSED this 22<sup>nd</sup> day of March, 1993.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

**AN INTERIM INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF BURIEN**  
for Provision of Roads Maintenance Services

This Agreement is made and entered into this day by and between the City of Burien, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the residents of the unincorporated King County area known as Burien have voted to become an incorporated city, and

WHEREAS, the Revised Code of Washington, Chapter 35.02.220, states in part that the County shall continue to provide roads maintenance services to the City at the preincorporation level for sixty days from the official date of the incorporation, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services, and

WHEREAS, PURSUANT TO RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative actions;

NOW, THEREFORE, the County and City hereby agree:

1. Transition Period

- 1.1 The County agrees to provide road and traffic maintenance services to the City at the preincorporation level as required by RCW 35.02.220.
- 1.2 Such services will continue for sixty days from the official date of incorporation or until forty percent of the anticipated annual tax distribution from the road district tax levy is made to the newly incorporated city, whichever is shorter.
- 1.3 The City agrees that any change in service level will be initiated after the sixty-day period has expired.
- 1.4 The County and City shall each designate a liaison to coordinate service requests and other administrative tasks during the transition period.
- 1.5 The County and City liaisons shall outline and agree to a standard procedure for coordination of activities during the transition period.
- 1.6 The City hereby authorizes King County to provide road maintenance services on city road rights-of-way for the duration of the transition period.

1.7 The parties agree that the intent of this agreement is to clarify roles during the 60 day transition period provided for in RCW 35.02.220., and that this agreement is an interim agreement only. The parties intend to enter into a more detailed interlocal agreement prior to the expiration of the 60 day transition period.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Burien

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OFM March 2, 1993  
F:\wpfiles\regional/  
contracts\burien/  
roadint.bur

**Interlocal Agreement Between  
King County and the City of Burien**  
Relating to Monitoring of Contracts for Services  
and Cost Differentials of Certain Contracts

This is an agreement between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Burien, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City will incorporate and commence operation on February 28, 1993; and

WHEREAS beginning February 28, 1993, the County will provide certain municipal services to the City through contracts; and

WHEREAS the County has estimated the costs of these services and the City has relied upon these estimates in developing its 1993 budget; and

WHEREAS the City and County desire to monitor service provision and the actual costs thereof;

NOW THEREFORE, the County and City hereby agree:

1. Contract Monitoring. A contract monitoring committee, composed of the City Manager, a representative of the County Executive, a representative of the County Council, and a representative of the City Council, will meet quarterly for the first year and then as necessary thereafter to review service provision and costs for the following interlocal agreements:

- Public Health
- Jail Booking and Maintenance
- Law Enforcement Services
- Surface Water Management
- Solid Waste
- Animal Control
- For Hire Vehicle Licensing
- Building Permits
- Parks
- District Court
- Real Property Permits
- Regulatory and Business License

This contract monitoring is in addition to the routine contract administration activities provided for in the particular agreements. The committee will be available to elected officials to report on significant performance and costs issues. For information on

Burien Interlocal Agreement: **Umbrella Agreement**

---

particular agreements, the County representatives will consult with and, as appropriate, secure assistance from the County agencies providing the service.

2. Cost Differentials. For any contract where the City will be billed for actual cost and usage of the service, should the amount billed for calendar year 1993 exceed one hundred and fifteen percent (115%) of the amount estimated by the County, the City may elect to extend the payment period, paying the amount above the 115% over a two-year period. The City shall present the County with a payment schedule by January 31, 1994. Interest at the rate the County could have earned on overnight investments shall be assessed monthly on any unpaid balance in 1994. At any time, the City may make full or additional partial payments on the amount due, with no prepayment penalty.
3. Agreement in Principle. Both parties recognize that the transition of authorities and responsibilities from the County to the City involves not only decisions and agreements on provision of major municipal services but also numerous other matters. Many of the latter require study that could not be accomplished satisfactorily within the time available prior to incorporation.

Therefore, the parties have noted the following subjects for further discussion and, if necessary, agreements:

- 3.1 Transfer of utility franchise fees, and road or other mitigation fees collected and/or conditioned as part of land use application approval.
4. Duration. This Agreement is effective upon authorization and signature by both parties. The agreement shall renew automatically from year-to-year so long as any other agreements referenced in Section 1 above are in effect, unless either party provides sixty days written notice to terminate the agreement, provided that during 1993 the County may not terminate the agreement, and provided further than once the City elects an extended payment schedule that schedule may continue beyond the term of this Agreement unless amended by the City.
5. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

Burien Interlocal Agreement: Umbrella Agreement

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Burien

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

OFM March 3, 1993  
F:\wpfiles\regional\  
contracts\burien\  
umbrella.bur

**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF BURIEN**  
Relating to the Ownership, Funding,  
Operation and Maintenance of Certain Parks Property:  
the Lake Burien School Park Site

This Agreement is made and entered into this day by and between the City of Burien, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the City of Burien became an incorporated city on February 28, 1993, and

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its boundaries; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries; and

WHEREAS the City has requested the County transfer the property known as Lake Burien School site to it as soon as possible, and

WHEREAS the County has agreed to transfer said property and certain capital improvement project funds, and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate to insure a smooth transition and avoid service disruption; and

WHEREAS, the parties have the power to enter into this agreement pursuant to the Interlocal Cooperation Act, RCW 39.34 of the Revised Code of Washington;

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title/Existing Agreements, Contracts or Permits.

- 1.1 Within thirty (30) days after the execution of this Agreement, King County shall convey to the City by deed their full interest in the undeveloped park site known as the Lake Burien School site, the legal property description of which is attached hereto as Attachment "A" and made a part hereof, located at 14660 18th Avenue Southwest, consisting of 4.6 acres, more or less, all within the corporate limits of the city of Burien.
- 1.2 The deed which transfers title to the Lake Burien School site shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants if applicable, and the following specific covenants pertaining to use and assessment of fees:

"The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City."

1.3 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.

2. Responsibility for Operations, Maintenance, Repairs and Improvements.

2.1 Immediately after execution of the deed described above, the City agrees to proceed with the development of the property known as Lake Burien School site as a public park.

2.2 Upon signature, the City shall assume full and complete responsibility for operations, maintenance, repairs and improvements of the Lake Burien School park site as described in Attachment "A". The responsibility includes, but is not limited to hiring and control of personnel, contracting for design, engineering or construction services, standards of personnel, payroll, and ordering of and payment for supplies and equipment.

3. Transfer of Funds

3.1 Within thirty (30) days of the execution of this agreement by the parties, King County agrees to transfer the remaining project funds to the City, to be used exclusively for the development of the Lake Burien School site as a public park.

3.2 The amount available is expected to be approximately \$230,000 (two hundred thirty thousand dollars), or the remaining balance of funds in King County Capital Improvement Projects Number 316743 and 349735, whichever is less. No additional funds are at this time committed to the project, and the parties acknowledge that the one time transfer of funds constitutes the entire and complete amount of County funds which will be available for this project.

3.3 The parties acknowledge that the available funds may not be sufficient to complete the full scope of the design envisioned for the park project.

4. Use of Funds



Parks Interlocal Agreement: Lake Burien School Site

---

- 4.1 The City agrees to use the funds transferred by the County for the improvement of the Lake Burien School park site, and for no other purpose. Such use may include design, project management, project administration and construction purposes.
- 4.2 The City agrees to refund in full upon request any King County funds transferred for the Lake Burien School park site and used for purposes not authorized by this agreement.
5. Duration. This Agreement shall be effective upon signature and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.
6. Indemnification.
- 6.1 The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 6.2 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 Cit, 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 judgement be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
7. Audits and Inspections. In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three

Parks Interlocal Agreement: Lake Burien School Site

---

(3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

8. Waiver and Amendments. 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 in advance by the parties hereto.

9. Default.

- 9.1 In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
- 9.2 In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- 9.3 Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.

10. Entire Agreement and Modifications. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

11. Administration of Agreement.

- 11.1 The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.
- 11.2 Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City Manager and the County Director of Parks, who shall resolve the conflict.

Parks Interlocal Agreement: Lake Burien School Site

---

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Burien

---

King County Executive

---

City

---

Date  
Approved as to Form

---

Date  
Approved as to Form

---

King County  
Deputy Prosecuting Attorney

---

City Attorney

---

Date

---

Date

OFM March 3, 1993  
F:\wpfiles\regional\  
contracts\burien\  
lkburpk.doc

8933

Attachment A - Lake Burien School  
Legal Description

Lots 4 through 13, inclusive, Block 18, Seahurst Park, according to the plat recorded in Volume 21 of Plats, page 47, records of King County, Washington; EXCEPT the West 20 feet of the North 21 feet of said Lot 5.

**Amendment to  
Interlocal Agreement  
City of Burien and King County, Washington  
Relating to Law Enforcement Services**

WHEREAS, the King County (hereafter County) and the City of Burien (hereafter City) have an agreement whereby the County, for an agreed upon fee, provides law enforcement services to the City of Burien, and

WHEREAS, that document provides, in Section 11, that the agreement may be amended at any time by mutual agreement, and

WHEREAS, the City desires to contract for supplemental law enforcement services, and the County has the resources to provide such supplemental services, and

WHEREAS, the County and the City wish to amend the contract to add additional sections;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City that the Interlocal Agreement relating to Law Enforcement Services is amended as follows:

Section 8 is amended to read as follows:

**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 act or omission of the County, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such 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 reserves the right to participate in such suit if any principle of governmental or public laws involved. 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 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceedings 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.
- 8.3 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 action or omission of the City, its officers, agents and employees or any of them, relating to or arising out of the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole costs and expense; provided that the County

Burien Interlocal Agreement: Law Enforcement Amendment

---

retains the right to participate in said suit if any principle of governmental law 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.

The following sections are added to the existing Law Enforcement Agreement:

16. Supplemental Services

16.1 The City agrees to purchase, and the County agrees to provide, for the exclusive use in the City, the following law enforcement positions:

- 16.1.1 One (1) full time Sergeant
- 16.1.2 Two (2) full time patrol officers
- 16.1.3 One (1) full time Community Service Officer

17. Compensation

- 17.1 Contract Amount. In consideration for the supplemental services provided by the County as set forth herein, the City agrees to pay the County the actual additional costs of providing the supplemental service, including but not limited to personnel, capital equipment and supplies. The estimated contract amount for 1993 is \$208,747 shown in Exhibit II, attached. The exhibits shall be revised for each subsequent year in which supplemental services are purchased by the City.
- 17.2 Billing. The estimated contract amount will be billed in equal monthly amounts. Payments are due within 30 days after invoicing by the County.
- 17.3 Annual Adjustment. The annual contract amount for supplemental services will be adjusted based on the actual expenditures of the Department of Public Safety. The additional amounts or refunds will be due in April of the following year.
- 17.4 Adjustment for Discretionary Dispatch Calls. For compensation purposes, the County agrees to reduce in its calculation the total amount of annual dispatched-calls-for-service by one-half (50%) of the actual calls dispatched under a discretionary policy, which provides that the City may request calls dispatched to a patrol officer which are not normally handled in person by field personnel. These calls include reports of minor property crimes and other non-emergency crimes which under current King County policy are taken over the telephone by the King County Communications Center. This adjustment will take place at the time of the annual adjustment, as specified in Section 5.3 of the original contract.
- 17.5 Other. For the City's budget planning purposes, the County will transmit to the City on or about September 1 of each year an estimate of the next calendar year's contract amount. For the County's budget planning purpose, the City will transmit to the County on or about October 1 the estimated amount of supplemental services, if any, which the City wishes to purchase.

Burien Interlocal Agreement: Law Enforcement Amendment

17.6 Termination. Upon termination of this contract, the County shall provide the City with the City's share of cars purchased plus any depreciation amounts deposited for those cars.

18. Equal Treatment

18.1 The County agrees and assures that no other city will receive more favored treatment than the City in negotiated options including contract language, charges assessed for the services provided or the date by which a city must adopt its own municipal criminal code. If reduced charges or options other than those approved by the County and City in the base law enforcement contract are provided another city, such reduced charges or additional options will be extended to Burien under this contract, consistent with the agreed upon cost methodology.

19. Prisoner Transport

19.1 The parties agree to work cooperatively together and participate in a discussion to plan for and accommodate the newly imposed workload created by the need for municipal prisoner transport from detention facilities to the local court location.

All other terms and conditions of the Interlocal Agreement regarding law enforcement services remain in full force and effect.

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

King County

City of Burien

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

8933

Burien Interlocal Agreement: Law Enforcement Amendment

---

**EXHIBIT II**  
**Amendment to Law Enforcement Contract**  
**King County and the City of Burien**

Cost Estimate For Supplemental Services, 1993

<u>Cost Detail</u>	<u>Sergeant</u>	<u>C S O</u>	<u>Officer</u>
Salary	47,762	24,905	29,663
Benefits	13,380	8,744	10,869
Vehicle	15,000	16,000	16,000
Motor Pool	7,272	8,400	3,648
Other	1,000	3,000	8,300
Total 12 months	84,414	61,049	68,480
Estimated Hiring Dates:	04/01/93	05/01/93	06/01/93
Estimated 1993 Cost:	64,887	44,933	49,464 X 2 = 98,928
<b>TOTAL ESTIMATED 1993 COST:</b>			<b>\$208,747</b>

OFM March 1, 1993  
F:\wpfiles\regional\contract\  
burien\polsuppl