

August 2, 1995

Introduced By: Fimia

sl2wsc

Proposed No.:

95 - 546

**9642**

MOTION NO. 9642

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A MOTION authorizing the executive to enter into interlocal agreements with the city of Shoreline relating to surface water management, solid waste disposal, solid waste forum, addendum to solid waste disposal and forum agreement and building permits and land use.

WHEREAS, the city of Shoreline will incorporate on August 31, 1995, and

WHEREAS, the city desires to secure certain municipal services from the county for its residents, and

WHEREAS, the county is willing and able to provide the requested municipal services;

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

The county executive is authorized to execute interlocal agreements, substantially in the forms attached, with the city of Shoreline for the county to provide the following services:

1. Surface Water Management
2. Solid Waste Disposal
3. Solid Waste Interlocal Forum
4. Addendum to Solid Waste Disposal and Interlocal forum agreements

5. Building Permits and Land Use

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PASSED by a vote of 12 to 0 this 14<sup>th</sup> day of  
August, 1995.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

Attachments:

AN INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF SHORELINE  
FOR THE PROVISION OF SURFACE WATER SERVICES  
AND COLLECTION OF REVENUES

1        This Agreement is hereby entered into by King County, Department of Public  
2 Works, Surface Water Management Division, and the City of Shoreline, a municipal  
3 corporation, for the provision of surface water services to Shoreline and the collection  
4 and transfer of Shoreline surface water management revenue by King County.

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

7        WHEREAS, Shoreline recognizes the need for comprehensive surface water  
8 management to preserve and protect the environment, public and private property, and  
9 the health and welfare of its citizens, and

10        WHEREAS, King County has an established program to address the management  
11 of storm and surface water runoff, including addressing state and federal mandates for  
12 water quality, and

13        WHEREAS, King County's program is financed by a service charge on developed  
14 properties and is based on the King County Drainage Code set forth in Title 9, King  
15 County Code, and

16        WHEREAS, Shoreline has adopted the necessary legislation authorizing the City to  
17 enter into this Agreement and to establish a surface water management program and  
18 service charge, and

19        WHEREAS, through an interlocal agreement, King County is able to provide a  
20 range of surface water management services to Shoreline which will provide  
21 uninterrupted service to residents and property owners in the City, and

22        WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties  
23 are each authorized to enter into an agreement for cooperative action;

24        NOW THEREFORE, the parties hereto agree as follows:

25        I.    Purpose of the Agreement:

26        A.    The purpose of this Agreement is to provide the means by which King County  
27            can provide the City of Shoreline and its residents with continuation of  
28            drainage related services and the collection of the revenue necessary to support  
29            those services.

30        B.    This Agreement establishes the means by which King County can act as  
31            Shoreline's agent in the billing and collection of the Surface Water Service  
32            Charge.

- 1 C. This Agreement sets forth the services which the parties agree will be provided  
2 within the Shoreline city limits, and provides estimates of the cost of those  
3 services and of the revenue to be collected in support of those services.  
4 D. This Agreement establishes procedures for documenting and reviewing the  
5 levels and costs of actual services delivered.  
6 E. This Agreement provides for making adjustments to the amount, type and cost  
7 of services requested by Shoreline and provided by King County.  
8 F. This Agreement covers the period from the City's incorporation date in 1995  
9 to the end of 1995, and the calendar years 1996 and 1997. King County will  
10 initiate the delivery of services under this Agreement on the incorporation  
11 date.

12 II. Management of Contracted Drainage Services - Project Management Team

- 13 A. The delivery of services under this Agreement will be managed by a Project  
14 Management Team composed of the King County Surface Water Management  
15 Division Manager or designee and the Shoreline City Manager or designee  
16 with additional staff to be determined by each party.  
17 B. The Project Management Team or designees shall be available to meet at least  
18 quarterly, more often if requested by either party to this Agreement, to review  
19 records and invoices related to the services provided through this Agreement  
20 or to discuss other service-related issues.  
21 C. The Project Management Team will, as needed, develop and implement  
22 procedures for setting and meeting performance standards for service  
23 provision.  
24 D. The Project Management Team will, as needed, develop and implement  
25 procedures for adjusting the type and level of services, as set forth in this  
26 Agreement, to be provided to the City, and/or for requesting and providing  
27 additional services not set forth in this Agreement.  
28 E. The Project Management Team will use consensus to reach agreement. In the  
29 event consensus cannot be reached, issues requiring agreement will be  
30 forwarded to the Director of the King County Department of Public Works and  
31 the City Manager of Shoreline for resolution.  
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1 III. Responsibilities of the Parties

2 The responsibilities of the parties under this Agreement relate to authorizing,  
3 coordinating, and providing drainage-related services to Shoreline and its residents.

4 A. King County

- 5 1. King County agrees to provide the services as set forth in the  
6 "Description of Drainage Services" addendum attached to this Agreement  
7 as Exhibit One and incorporated herein.
- 8 2. King County will assign a Surface Water Management Division staff  
9 member to the position to be known as the Shoreline Surface Water  
10 Coordinator. The Shoreline City Manager shall have final approval of the  
11 staff member chosen as coordinator on an annual basis.
- 12 3. King County will bill Shoreline property owners for the surface water  
13 management service charge, using the King County property tax  
14 statement, and will collect and transfer the revenue to Shoreline on an  
15 approximately monthly basis.
- 16 4. King County will inform Shoreline officials of delinquent accounts.
- 17 5. King County will keep records of services delivered in Shoreline and will  
18 make said records available to Shoreline at least quarterly or as requested.

19 B. Shoreline

- 20 1. Shoreline will provide the legal authority to establish and operate a  
21 surface water management program and to contract with King County for  
22 drainage related services, by passing legislation which will:
- 23 a. authorize the County to collect surface water service charges from  
24 City property owners;
- 25 b. permit the County to act as the City's agent for collecting the service  
26 charge and providing drainage services.
- 27 2. Shoreline will adopt such policies and procedures as are required to  
28 manage the delivery of specific services under this Agreement.
- 29 3. Shoreline will adopt King County's existing rate structure for 1995, as set  
30 forth in Exhibit Three, attached to this Agreement and incorporated  
31 herein. If the City changes its service charge rate structure for 1996 or  
32 1997, it will notify the County of the new rate, and any adjustments to

1 that rate, at least 60 days prior to year-end, allowing time for the County  
2 to make necessary adjustments to the billing system.

- 3 4. Shoreline will be responsible for all actions pursuant to delinquent  
4 accounts, including the use of liens and foreclosures on Shoreline property  
5 owners, after the date of incorporation.

6 **IV. Description of Services**

7 The services to be delivered under this Agreement are described in Exhibit One.  
8 This section sets forth any conditions which must be met for the delivery of the  
9 specific services addressed in this section to occur.

10 **A. Enforcement Services**

- 11 1. Should Shoreline wish King County to provide enforcement services for  
12 the City's drainage and/or water quality codes, Shoreline must adopt  
13 sufficient authority to perform specific tasks associated with enforcements,  
14 and to allow the County to undertake specific enforcement tasks within  
15 City limits. Such authority includes drainage standards identical or very  
16 similar to King County Code 9.04, water quality control provisions  
17 identical or very similar to King County Code 9.12, and enforcement  
18 procedures identical or very similar to King County Code Chapter 23.
- 19 2. Enforcement-related services King County is able to provide are limited to  
20 the following general functions: investigating potential violations,  
21 advising the City on rectifying situations caused by violations, and  
22 providing assistance in cases involving violations. Specifically, the  
23 County may perform the following:
- 24 a. conduct research and site visits to determine whether a violation
  - 25 exists;
  - 26 b. develop a form "Notice of Violation";
  - 27 c. advise the City regarding correction of the violation;
  - 28 d. develop a report to the hearing examiner;
  - 29 e. attend hearings and provide testimony on the City's behalf;
  - 30 f. evaluate corrections/compliance and report to the City;
- 31  
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1           3. In cases requiring enforcement of Shoreline' drainage code, the City must  
2           initiate and prosecute actions. Specifically, Shoreline shall conduct the  
3           following enforcement-related activities:

- 4           a. initiate the enforcement action;  
5           b. issue notice of violation;  
6           c. coordinate repair/reconstruction with owner;  
7           d. conduct enforcement hearings;  
8           e. release notice and order upon completion of repairs;  
9           f. collect/negotiate fines;  
10          g. defend its ordinances.

11          4. Shoreline is responsible for legal services relating to enforcement actions.

12      B. Provision of Core and Enhanced Drainage Services

- 13          1. As of the City's incorporation date, King County will begin automatic  
14          provision of Drainage System Maintenance, Citizen Response, and  
15          Surface Water Service Charge Revenue Collection and Distribution  
16          services.  
17          2. King County will begin providing Citizen Stewardship, Lakes  
18          Management, Capital Project Planning and Construction, and Technical  
19          Support services, as described on Exhibit One, upon Shoreline's written  
20          request. Provision of these services is subject to the availability of King  
21          County staff.

22      C. Drainage Facility Maintenance

- 23          1. King County is responsible for performing regional drainage facility  
24          maintenance called for as a result of 1995 inspections.  
25          2. King County will perform residential drainage facility maintenance called  
26          for as a result of 1995 inspections, with financial responsibilities for the  
27          body of work required as follows: King County will be responsible for  
28          the first \$25,000; Shoreline will be responsible for the next \$10,000,  
29          should total costs exceed \$25,000; King County will be responsible for  
30          additional costs above \$35,000. This cost arrangement is based on the  
31          residential drainage system having been under the County's care for the  
32          majority of 1995. The responsibilities and cost arrangements outlined

1 above apply to regular maintenance which results from 1995 residential  
 2 facility inspections, which will be completed prior to the City's  
 3 incorporation date.

- 4 3. Except for the above provisions, the City is responsible for drainage  
 5 system maintenance as of the incorporation date.

6 V. Capital Project Design and Construction

7 A. Projects In Process as of Incorporation Date

8 As of the date of Shoreline's incorporation, King County will have initiated  
 9 but not completed work on specific large and small capital projects within  
 10 Shoreline city limits. These projects are described on Exhibit Four, attached  
 11 to this Agreement and incorporated herein. King County will carry the  
 12 described projects through to the end of the phase, either design or  
 13 construction, in which they rest as of the incorporation date, without cost to  
 14 the City. Grant-funded projects, as identified on Exhibit Four, will be carried  
 15 through to construction completion.

16 B. Future Large Capital Projects

- 17 1. Design and construction of future large capital improvement projects  
 18 (those other than as identified on Exhibit Four) are not proposed as  
 19 service elements of this Agreement. For King County purposes, large  
 20 capital projects are generally defined as having total project costs in  
 21 excess of \$50,000 and construction costs in excess of \$25,000, and  
 22 requiring King County to utilize outside contractors for construction.  
 23 2. King County staff are available to discuss with City representatives design  
 24 and/or construction of potential or proposed large capital improvement  
 25 projects. Any such projects for which the City wished to use County  
 26 design and/or construction services would be subject to a separate  
 27 interlocal agreement.

28 C. Future Small Capital Projects

- 29 1. Future small capital projects to address drainage problems primarily  
 30 affecting public or private property (those other than as identified on  
 31 Exhibit Four) are likely to be identified in the course of normal service  
 32 delivery, such as drainage complaint response. For King County



1 purposes, small capital projects are generally defined as those for which  
 2 total design and construction costs do not exceed \$50,000, construction  
 3 cost does not exceed \$25,000, and for which King County is not required  
 4 to utilize outside contractors for construction.

5 2. At the City's request, County staff is available to assist the City in  
 6 preparing and executing a Shoreline small capital project program. Such  
 7 a program may include specifying pathways through which potential  
 8 projects are identified, formulating criteria for prioritizing potential  
 9 projects, and setting out processes for project design and construction.  
 10 Provisions for design and construction of small capital projects are  
 11 included as service elements of this agreement, as described on Exhibits  
 12 One and Two.

13 3. Design and/or construction services for future small capital projects will  
 14 be provided by the County only at the City's request. Should the City  
 15 request these services, before services are provided the parties will agree  
 16 in writing to a project scope of work and cost estimate. Provision of  
 17 design and/or construction services is subject to availability of King  
 18 County staff.

19 VI. Financial Arrangements

20 A. Surface Water Service Charge Revenues

21 1. Revenue Collection and Disbursement

- 22 a. King County will make billing system modifications which will  
 23 allow the County to bill Shoreline property owners for the City's  
 24 surface water management service charge.
- 25 b. Beginning in 1996, King County will bill Shoreline property  
 26 owners annually for the surface water management service  
 27 charge, using the combined King County Property Tax and  
 28 Drainage Billing statement.
- 29 c. King County will collect Shoreline's surface water service charge  
 30 revenues and hold them in a separate account. The County will  
 31 disburse the revenues to the City on an approximately monthly  
 32 basis.

1 d. Shoreline will pay the County for billing, revenue collection and  
2 disbursement services as set forth in the "Estimated Revenue and  
3 Service Costs" schedule attached to this Agreement as Exhibit  
4 Two and incorporated herein.

5 2. Proration of Revenues

6 When a jurisdiction incorporates or annexes mid-year, the annual surface  
7 water service charge revenues may be prorated between the County and  
8 the jurisdiction according to a proration formula included in an interlocal  
9 agreement, as provided for in King County Code 9.08.090.

10 a. Revenues disbursed by King County to the City for 1995 will cover  
11 the period September 1, 1995 to December 31, 1995.

12 b. For areas which may be annexed mid-year to the City in the future,  
13 the annual revenue will be prorated to the closest first or fifteenth day  
14 of the month in which the annexation took place.

15 3. Debt Service

16 In accordance with R.C.W. 36.89.100 and K.C.C. 9.08.20 as set forth in  
17 Public Rule, FIN 8-2(PR), Shoreline property owners are liable for the  
18 debt service portion of the King County surface water management  
19 service charge after the City's incorporation date. Unless the City of  
20 Shoreline reimburses the County an amount sufficient to retire that portion  
21 of the debt applicable to Shoreline properties, King County will continue  
22 to bill Shoreline property owners on an annual basis until the debt is  
23 retired. This provision applies to Shoreline properties as included within  
24 city limits on the date of incorporation and will apply to properties within  
25 any future annexation areas.

26 B. Service Costs

27 1. The costs for services shown in Exhibit Two represent the estimated  
28 annual costs for the services indicated. Cost estimates are based, where  
29 information is available, on actual costs for services delivered in previous  
30 years in the now incorporated area. Where previous year actuals are not  
31 available, projections of service costs are based on average direct costs for  
32 services throughout the King County service area. Cost estimates are

1 acknowledged to be the best projections for service and cost available at  
2 the time the Agreement is entered into.

- 3 2. The estimates account for the costs of direct services plus an  
4 administrative overhead charge as required by King County Council  
5 Motion No. 8689.
- 6 3. Costs on Exhibit Two are estimated for the Shoreline city area as it exists  
7 at the effective date of this agreement. Estimated and actual costs may  
8 increase should Shoreline annex further land areas and request the County  
9 to provide surface water services in these areas.
- 10 4. Quarterly invoices will reflect actual costs of services delivered to  
11 Shoreline plus administrative overhead charges.
- 12 5. Adjustments to the type and level of service and cost of services are  
13 subject to the annual budget processes of King County and Shoreline.  
14 Costs for 1996 and 1997 will reflect relevant economic adjustments such  
15 as cost of living increases adopted by the King County Council.
- 16 6. In the event that King County may be required or requested to provide  
17 SWM services to Shoreline in unscheduled or unpredictable circumstances  
18 or events, the parties will agree in writing for additional payment of  
19 services should those extraordinary service costs cause the total of  
20 estimated services as set forth in Exhibit Two to be exceeded.

21 C. Billing and Payments

- 22 1. King County will prepare and present to Shoreline quarterly invoices  
23 showing the actual services provided and the total cost of those services.  
24 The first invoice will cover the period from September 1, 1995 to  
25 December 31, 1995; thereafter invoices will reflect three months of  
26 activity.
- 27 2. Shoreline will pay King County within 45 days after receipt of each  
28 invoice.

29 VII. Effectiveness and Duration

30 This Agreement will be effective upon signature by the parties and will remain in  
31 effect until December 31, 1997.

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1 VIII. Termination and Amendment

- 2 A. This Agreement may be amended, altered, clarified, or extended only by  
3 written agreement of the parties hereto.
- 4 B. This Agreement may be terminated by either party on ninety (90) days written  
5 notice to the other party. In the event of termination by Shoreline, the City  
6 will be responsible for actual costs for services to the end of the quarter in  
7 which the termination of services occurs.

8 IX. Hold Harmless and Indemnification

- 9 A. The County shall indemnify and hold harmless the City and its officers, agents  
10 and employees, or any of them from any and all claims, actions, suits,  
11 liability, loss, costs, expenses, and damages of any nature whatsoever, by  
12 reason of or arising out of any negligent act or omission of the County, its  
13 officers, agents, and employees, or any of them, relating to or arising out of  
14 the performance of this Agreement. In the event that any such suit based upon  
15 such a claim, action, loss, or damage is brought against the City, the County  
16 shall defend the same at its sole cost and expense; provided, that the City  
17 reserves the right to participate in such a suit if any principle of governmental  
18 or public laws is involved. If final judgment be rendered against the City and  
19 its officers, agents, and employees, or any of them, or jointly against the City  
20 and the County and their respective officers, agents, and employees, or any of  
21 them, the County shall satisfy the same.
- 22 B. In executing this Agreement, the County does not assume liability or  
23 responsibility for or in any way release the City from any liability or  
24 responsibility which arises in whole or in part from the existence or effect of  
25 City ordinances, rules, or regulations. If any cause, claim, suit, action, or  
26 administrative proceeding is commenced in which the enforceability and/or  
27 validity of any such City ordinance, rule, or regulation is at issue, the City  
28 shall defend the same at its sole expense and if judgment is entered or damages  
29 are awarded against the City, the County, or both, the City shall satisfy the  
30 same, including all chargeable costs and attorney's fees.
- 31 C. The City shall indemnify and hold harmless the County and its officers,  
32 agents, and employees, or any of them, from any and all claims, actions, suits,

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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, 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 cost and expense; provided that the County reserves 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 their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

IN WITNESS WHEREOF, the Parties hereto have executed this amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Approved as to Form

**KING COUNTY:**

By: \_\_\_\_\_  
Title: Deputy Prosecuting Attorney

By: \_\_\_\_\_  
Title: King County Executive

**CITY OF SHORELINE:**

By: \_\_\_\_\_  
Title: Legal Counsel

\_\_\_\_\_   
Title: City Manager

## ESTIMATED REVENUE AND SERVICE COSTS

\$

**Annual Revenue Estimate**

- Customer Accounts (approximately 17,000) 2, 058,518
- Roads and State Highways 300,000

<b>TOTAL ANNUAL REVENUE</b>	<b>2,358,518</b>
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**Core Drainage Services**

- Drainage System Maintenance \*470,000
- Citizen Response 100,000
- Surface Water Service Charge Revenue Collection \*\*70,600

<b>TOTAL CORE DRAINAGE SERVICES</b>	<b>640,600</b>
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**Enhanced Drainage Services**

- Citizen Stewardship 10,000
- Lakes Management 10,000
- Capital Project Planning and Construction 100,000
- Technical Support 3,000

<b>TOTAL ENHANCED DRAINAGE SERVICES</b>	<b>123,000</b>
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<b>TOTAL ANNUAL SERVICES</b>	<b>763,600</b>
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\*Drainage maintenance cost estimate of \$470,000 includes road drainage system maintenance, for which tasks will be described in the Shoreline/King County Roads contract to succeed the interim contract on or about November 1, 1995. Roads drainage system maintenance costs are estimated at \$320,000 annually.

\*\*Figure of \$70,600 reflects estimated annual costs for 1996. Estimated billing, customer service and revenue collection costs for 1995 and 1996 are shown below:

Revised Cost Proposal	1995	1996
Per-Account Billing and Customer Service	-	39,610
Per-Account System Fee (\$1.86 spread over 4 yrs beginning '96)	-	7,990
1% of Revenue OFM Charge	7,666	23,000
<b>Totals</b>	<b>7,666</b>	<b>70,600</b>

Note: At the City's request, annual amounts for debt service will be billed to and paid by the City twice yearly. Total annual payments are estimated at \$180,000.

## ANNUAL SURFACE WATER MANAGEMENT SERVICE CHARGES

There are two types of services charges: the flat rate and the sliding rate.

- The flat rate service charge of \$85.02 a year applies to single-family homes and parcels with 10% or less impervious surface.
- The sliding rate service charge applies to all other properties in the service area. The sliding rate is calculated by measuring the amount of impervious surface on each parcel and multiplying the appropriate rate by the total parcel acreage.

Several special rate categories will automatically be assigned to those who qualify:

- An exemption for any home owned and occupied by a low-income senior citizen determined by the Assessor to qualify under RCW 84.36.381.
- A discount for any parcel served by a County-approved retention/detention (R/D) facility maintained by the owner.
- A discount for any parcel (or part of a parcel) officially designated as open space.

### Annual Rate Table

Rate Category	Percent Impervious Surface	Annual Service Charge (\$)
1) Residential: single-family home		85.02/parcel
2) Very Light	less than or equal to 10%	85.02/parcel
3) Light	more than 10%, less than or equal to 20%	198.40/acre
4) Moderate	more than 20%, less than or equal to 45%	410.98/acre
5) Moderately Heavy	more than 45%, less than or equal to 65%	793.60/acre
6) Heavy	more than 65%, less than or equal to 85%	1006.16/acre
7) Very Heavy	more than 85%, less than or equal to 100%	1317.94/acre

### Rate Adjustments

Any person receiving a bill may file a request for a rate adjustment within two years of the billing date. (Filing a request will not extend the payment period.)

Property owners should file a request for a change in the rate assessed if:

- the property acreage is incorrect;
- the measured impervious surface is incorrect;
- the property is charged a sliding fee when the fee should be flat;
- the person or property qualifies for an exemption or discount; or
- the property is wholly or in part outside the service area.

**CITY OF SHORELINE  
IN-PROCESS CAPITAL PROJECTS**

Project Name	Project status (summer '95)	Estimated Construction Cost
Hidden Lake Restoration	construction scheduled in summer '96/ summer '97 *	\$700,000
Boeing Creek Salt Marsh	construction scheduled in summer '96/ summer '97 *	\$260,000
Boeing Creek Bank Stabilization	construction scheduled in '95	\$25,000
Darnell Park Drainage Improvement	construction scheduled in '95 **	\$25,000
Paramount House Drainage Improvement	construction scheduled in '95	\$34,000
Fremont Tracts Project	construction scheduled in '95	\$25,000

\* Funded by Metro S.I.F. grant and King County Parks appropriation. SWM contributes an additional amount of approximately \$340,000 in design costs for the Hidden Lake Restoration and Boeing Creek Salt Marsh.

\*\* Project construction is dependent on right-of-way resolution.



FORUM INTERLOCAL AGREEMENT

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

**I. PREAMBLE**

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

**II. PURPOSE**

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

**III. DURATION**

This Agreement shall become effective on July 31, 1995 and shall remain in effect through June 30, 2028 unless the City terminates this Agreement by July 31, 1996 in order to prepare its own comprehensive solid waste management plan and establish its own system of solid waste handling and disposal.

#### IV. APPROVAL

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

#### V. SCOPE OF RESPONSIBILITIES

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

1. Advise the King County Council, the King County Executive and other jurisdictions as appropriate, on all policy aspects of solid waste management and planning.
2. Consult with and advise the King County Solid Waste Division on technical issues related to solid waste management and planning.
3. Review and comment on alternatives and recommendations for the King County comprehensive solid waste management plan and facilitate a review and/or approval of the plan by each jurisdiction.
4. Review subsequent proposed interlocal agreements between King County and Cities for planning, waste recycling and reduction, and waste stream control.
5. Review and comment on disposal rate proposals.
6. Review and comment on status reports on waste stream reduction, recycling, energy/resource recovery and solid waste operations with interjurisdictional impact.
7. Promote information exchange and interaction between waste generators, local government with collection authority, recyclers and County-planned and operated disposal systems.

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

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

VI. MEMBERSHIP

6.1 The Forum shall consist of a 12-member group of representatives of unincorporated King County designated by the King County Council, representatives of the City of Seattle designated by the City of Seattle, and representatives of other incorporated cities and towns within King County that are signators to this agreement designated by the Suburban Cities Association.

Members of the Forum shall be established on the most current population estimates as published by the Washington office of Financial Management.

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

					<u>Members</u>	
Unincorporated King County	12	x	32.1%	=	3.85	4
Seattle	12	x	33.6%	=	4.03	4
Suburbs	12	x	34.3%	=	4.12	<u>4</u>
Total						12 + Chair

6.2 In calculating the number of representatives on the Forum, all numbers .5 and greater are to be rounded up to the nearest whole number. Proportional representation of the Forum will be reviewed once every five

years during the life of this agreement and necessary revisions shall be made to the proportional representation according to the formula set forth above based on population change as established by the most current census.

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

#### VII. MEETINGS

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

#### VIII. BYLAWS

8.1 The Forum shall, within sixty days after its first meeting, adopt bylaws for the operation of the Forum. Such bylaws shall recognize that this Forum shall function in the place of the Puget Sound Council of Governments Committee of Solid Waste and the Solid Waste Management Board of the King Sub-regional Council. This Interlocal Forum shall not report to nor have responsibilities to or for either committee or council. The King County Solid Waste Advisory Committee formed pursuant to RCW 70.95.165 shall continue

pursuant to its statutory functions and, in addition, shall advise the Forum on solid waste matters.

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

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

#### IX. STAFFING AND OTHER SUPPORT

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

#### X. FORCE MAJEURE

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

**XI. MERGER**

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

**XII. WAIVER**

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

**XIII. THIRD PARTY BENEFICIARY**

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

**XIV. SEVERABILITY**

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

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

CITY

KING COUNTY

\_\_\_\_\_  
\_Mayor

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

\_\_\_\_\_  
\_Date

\_\_\_\_\_  
Date

Pursuant to Resolution No. \_\_\_\_\_

Pursuant to Motion No. \_\_\_\_\_

\_\_\_\_\_  
\_Clerk-Attest

\_\_\_\_\_  
Clerk-Attest

Approved as to form and legality

Approved as to form and legality

\_\_\_\_\_  
\_City Attorney

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

\_\_\_\_\_  
\_Date

\_\_\_\_\_  
Date

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ADDENDUM  
to  
SOLID WASTE INTERLOCAL AGREEMENT  
and  
FORUM INTERLOCAL AGREEMENT

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

**PREAMBLE**

The County and the City have executed interlocal agreements (hereinafter called "the Agreements") on \_\_\_\_\_ (date \_\_\_\_\_), in which the respective responsibilities of the parties for solid waste management and establishment of a Solid Waste Interlocal Forum ("the Forum") have been designated. Since the date of development of those Agreements, the Regional Governance Summit of elected officials representing the County and the cities proposed and the voters adopted King County Charter amendments which established a minimum of three regional policy committees of the King County Council. These committees, which were modeled after the Solid Waste Interlocal Forum, are comprised of a mix of representatives of suburban cities and Seattle as well as King County Councilmembers. One of the three, the Regional Policy Committee, has been deemed to meet the characteristics of



Addendum to  
Solid Waste Interlocal Agreement  
and Forum Interlocal Agreement

membership, staffing and relationships to the parties to the Agreements which were intended for the Forum. By Motion 9297, the King County Council has expressed its intent that the Regional Policy Committee of the King County Council be designated as the successor to the Solid Waste Interlocal Forum and serve the purposes of the Forum described in the Agreements to which this document is an Addendum. This intent was also expressed by the suburban cities in Resolution 1 adopted by the Suburban Cities Association on June 16, 1993.

**I. PURPOSE**

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

**II. DEFINITIONS**

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

**III. FORUM**

The Regional Policy Committee of the King County Council shall be established as the designated Interlocal Forum pursuant to the Agreements. Effective immediately, the Regional Policy Committee shall assume the responsibilities for the designated Interlocal Forum which are defined in the Agreements. The terms

Addendum to  
Solid Waste Interlocal Agreement  
and Forum Interlocal Agreement

and conditions specified in the Agreements by which the parties shall discuss and/or determine policy and development of a Comprehensive Solid Waste Management Plan as shall apply to the parties and to the Regional Policy Committee, except as specified below.

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

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

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

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

**IV. SOLID WASTE ADVISORY COMMITTEE**

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

Addendum to  
Solid Waste Interlocal Agreement  
and Forum Interlocal Agreement

V. DURATION

This Addendum shall become effective on the date of execution and shall remain in effect through June 30, 2028 unless the City notifies the County prior to August 31, 1996 that it wishes to terminate the Agreements by August 31, 1996.

VI. NOTICE

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

CITY

KING COUNTY

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pursuant to Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Pursuant to Motion No. \_\_\_\_\_

\_\_\_\_\_  
Clerk - Attest

\_\_\_\_\_  
Clerk - Attest

\_\_\_\_\_  
Approved as to form and legality

\_\_\_\_\_  
Approved as to form and legality

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

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

Addendum to  
Solid Waste Interlocal Agreement  
and Forum Interlocal Agreement

---

Date

---

Date

:kb \admin\ila\95ILA3@.DOC

SOLID WASTE INTERLOCAL AGREEMENT

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

King County: Motion No. \_\_\_\_\_

City: \_\_\_\_\_

**PREAMBLE**

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in King County. It is the intent of the parties to work cooperatively to determine whether the City shall remain a part of the King County solid waste management system. If so, this agreement shall be used to establish the role of the City as one of the cities working with the County to develop a solid waste management plan pursuant to Chapter 70.95 RCW with emphasis on the established priorities for solid waste management of waste reduction, waste recycling, energy recovery or incineration, and landfilling. The parties particularly support waste reduction and recycling and shall cooperate to achieve the goals established by the comprehensive solid waste management plan.

The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system. The parties

agree that equivalent customer classes should receive equivalent basic services.

I. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

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

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

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

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

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

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

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

(RCW 70.95.030)

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

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

"System" means King County's system of solid waste transfer stations, rural and regional landfills, energy/resource recovery and processing facilities as

authorized by RCW 36.58.040, and as established pursuant to the approved King County Comprehensive Solid Waste Management Plan.

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

"Waste Reduction" means reducing the amount or type of waste generated but shall not include reduction through energy recovery or incineration.

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

## II. PURPOSE

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

## III. DURATION

This Agreement shall become effective on August 31, 1995 and shall remain in effect through June 30, 2028, unless the City terminates this Agreement before August 31, 1996 in order to develop its own comprehensive solid waste



management plan and establish its own system of solid waste handling and disposal.

#### IV. APPROVAL

This Agreement shall be filed with the City Clerk, with the Clerk of the King County Council and with the Secretary of State of the State of Washington.

#### V. REVIEW AND RENEGOTIATION

5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding July 1, 1998, which is the tenth anniversary of the effective date of identical agreements executed by a majority of cities in King County with the County and during the six-month period immediately preceding each succeeding fifth anniversary thereafter. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.

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

5.3 In the event the parties are not able to mutually and satisfactorily resolve the issues set forth in said request within six months from the date of receipt of said request, either party may unilaterally request the Forum to

review the issues presented and issue a written recommendation within ninety days of receipt of said request by the Forum. Review of said request shall be pursuant to the procedures set forth in the Interlocal Agreement creating the Forum and pursuant to the Forum's bylaws. The written decision of the Forum shall be advisory to the parties.

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

#### VI. GENERAL OBLIGATION OF PARTIES

##### 6.1 KING COUNTY

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

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

- c. Operation. King County shall be or shall designate or authorize the operating authority for transfer, processing and disposal facilities, including public landfills, waste reduction or recycling facilities and energy/resource recovery facilities as well as closure and post-closure responsibilities for landfills which are or were operated by King County.
- d. Collection Service. King County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.
- e. Support and Assistance. If the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan and has agreed to continue the term of this Agreement beyond July 31, 1996, King County shall provide support and technical assistance to the City. As part of this support and technical assistance, the County shall develop educational materials related to waste reduction and recycling and strategies for maximizing the usefulness of the materials and will make these available to the City for its use. Although the County will not be required to provide a particular level of support or fund any City activities related to waste reduction and recycling, King County intends to move forward aggressively to establish waste reduction and recycling programs.
- f. Forecast. The County shall develop waste stream forecasts as part of the comprehensive planning process and assumes all risks related to facility sizing based upon such forecasts.

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

## 6.2 CITY

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

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

## VII. COUNTY SHALL SET DISPOSAL RATES

### AND OPERATING RULES FOR DISPOSAL

In establishing or amending disposal rates for system users, the County may adopt and amend by ordinance rates necessary to recover all costs of operation

including the costs of handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements and the closure of landfills which are or were operated by King County. King County shall establish classes of service for basic solid waste management services and by ordinance shall establish rates for users of each class.

#### VIII. LIABILITY

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

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

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

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

8.5.a. All waste generated or collected from within the corporate limits of the City which is delivered to the system for disposal shall be in compliance with the resource conservation and recovery act, as amended (42 U.S.C. § 6901 et seq.), RCW 70.95, King County Board of Health Rules and Regulations No. 8, and all other applicable federal, state and local environmental health laws, rules or regulations.

The City shall be deemed to have complied with the requirements of Section 8.5.a. if it has adopted an ordinance requiring solid waste delivered to the system for disposal to meet such laws, rules, or regulations and by written agreement has authorized King County to enforce these within the corporate limits of the City.

8.5.b. The County shall provide the City with written notice of any violation of this provision. Upon such notice, the City shall take immediate steps to remedy the violation and prevent similar future violations to the reasonable satisfaction of King County which may include but not be limited to removing the waste and disposing of it in an approved facility. If, in good faith, the City disagrees with the County regarding the violation, such dispute shall be

resolved between the parties in Superior Court. Each party shall be responsible for its attorney's fees and costs. Failure of the City to take the steps requested by the County pending Superior Court resolution shall not be deemed a violation of this agreement; provided, however, that this shall not release the City for damages or loss to the County arising out of the failure to take such steps if the Court finds that the City violated the requirements to comply with applicable laws set forth in this section.

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

#### IX. FORUM

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

#### X. COMPREHENSIVE PLAN

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

10.2 An initial comprehensive plan, which was prepared under the terms of this Agreement as executed by a majority of cities in the County, was adopted in 1989 and approved by the Department of Ecology in 1991. This plan was updated and approved pursuant to these Agreements in 1992. The plan shall be reviewed and any necessary revisions proposed at least once every three years following the approval of the Comprehensive Plan by the State Department of Ecology. King County shall provide services and build facilities in accordance with the adopted Comprehensive Plan.

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

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

- a. Descriptions of and policies regarding management practices and facilities required for handling all waste types;
- b. Schedules and responsibilities for implementing policies;
- c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration;



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

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

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

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

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

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

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

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

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

#### XI. FORCE MAJEURE

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

#### XII. MERGER

This Agreement merges and supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of this

Agreement and constitutes the entire contract between the parties except with regard to the provisions of the Forum Interlocal Agreement.

#### XIII. WAIVER

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

#### XIV. THIRD PARTY BENEFICIARY

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

#### XV. SEVERABILITY

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

XVI. NOTICE

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

CITY

KING COUNTY

\_\_\_\_\_  
\_Mayor

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

\_\_\_\_\_  
\_Date

\_\_\_\_\_  
Date

Pursuant to Resolution No. \_\_\_\_\_

Pursuant to Motion No. \_\_\_\_\_

\_\_\_\_\_  
\_Clerk-Attest

\_\_\_\_\_  
Clerk-Attest

Approved as to form and legality

Approved as to form and legality

\_\_\_\_\_  
\_City Attorney

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

\_\_\_\_\_  
\_Date

\_\_\_\_\_  
Date

INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF SHORELINE  
RELATING TO PROCESSING OF BUILDING PERMITS  
AND LAND USE APPLICATIONS

THIS AGREEMENT is made and entered into this day by and between King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County") and the City of Shoreline, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS the City has incorporated within an area which had previously been unincorporated King County, and

WHEREAS all local governmental authority and jurisdiction with respect to the newly incorporated area transfers from the County to the City upon the date of incorporation, and

WHEREAS the County and City agree that having County staff process incorporation area building permit applications and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties intent by virtue of this agreement that any and all discretionary decisions shall be made by the City, and

WHEREAS this agreement is authorized by the Interlocal Agreement Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the City and County as follows:

Shoreline Building Permits & Land Use Interlocal - 1  
August 1, 1995

1. Enactment. In order to enable the County to process the permits and land use applications in accordance with the terms of this Agreement, the City shall enact an ordinance adopting those County zoning, land use, and development regulations in existence at the time of incorporation, for all permits and land use applications identified in Section 2 of this agreement. In addition, the City shall adopt legislation authorizing the County to charge applicants the fees authorized by King County Code Title 27 for applications received prior to incorporation which the County may continue to process post incorporation under this agreement..

2. Preincorporation Permit Application Filed With King County.

2.1 Beginning on the effective date of incorporation, and except as provided for herein, the County shall act as an agent of the City and shall review all building permit and land use applications filed with the County before the effective date of incorporation which involve property within the City. Review by the County shall occur in accordance with County regulations adopted by the City as set forth in Section 1. Unless otherwise provided herein, said review shall include: decisions to approve, condition or deny applications; follow-up inspections and enforcement of conditions of approval; issuance of extensions for completion of inspections; and issuance of ancillary permits, such as fire and mechanical permits, which are essential for completion of each original project permit.

2.2 With regard to those land use permits which do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision-maker. Any final action on these applications shall be taken by the City.

Shoreline Building Permits & Land Use Interlocal - 2  
August 1, 1995

2.3 For those applications which require quasi-judicial or legislative approval e.g. subdivision or rezones, or which involve administrative appeals, the County shall likewise prepare a report and recommendation to the City for use by the City Manager or other authorized decision-maker for the City. The decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice of, and conducting any public hearings required in conjunction with the application.

2.4 With regard to those subdivisions, short subdivisions, and planned unit developments that have been granted preliminary approval prior to incorporation, the County shall continue to review the development up to the point of making a recommendation to the City on whichever pending phase of review the development is in on the date of incorporation. For purposes of this agreement, post-preliminary approval review phases include engineering plan approval, final plat/PUD approval, construction inspection approval, and maintenance/defect approval. After making its recommendations, unless otherwise agreed, the County shall turn the application over to the City for all further decisions and processing. The City may request, and the County may agree, in certain cases, to complete subsequent post-preliminary approval review phases. All financial guarantees required of the applicant at completion of a current review phase to secure compliance with the requirements of subsequent phases, shall be filed with or turned over to the City, which shall have sole discretion on the assessment of required performance and the release of said guarantees.

2.5 The County will prepare and send to the City a list of all preincorporation building and land use permit applications pending within the incorporation area. The City or County may exclude from this agreement any permits or applications on the list. Such

Shoreline Building Permits & Land Use Interlocal - 3  
August 1, 1995

exclusion shall be by written notice to the County within thirty (30) days following receipt of the applicable list. The City may thereafter notify the County, and the County may notify the City, of such other permits or applications each wishes to exclude.

3. Referral of New Requests.

3.1 The County agrees to advise permit applicants that any new building or land use applications or permit requests within the boundaries of the incorporation area must be submitted to the City. The County agrees to accept requests for permit renewals or extensions only when construction has already begun and such renewal or extension is necessary to complete the project under the terms of this Agreement. The County agrees to accept requests for ancillary permits only for mechanical or fire systems for building under construction and when such ancillary permits are necessary to complete construction of the same project under the terms of this Agreement. The County will not accept permit applications which seek to extend the use or dimensions of the project under construction, or which seek approval for free standing signs, tenant improvements, or accessory structures.

3.2 The parties agree that the City will establish its own Permit Service Center (hereinafter referred to as the "Center"), in its own facility. The Center will administer new permit activity including building and land use applications, plans review, inspections, special reviews and SEPA administration within the City, pursuant to codes and regulations adopted by the City. The Center will also administer permits excluded from this agreement pursuant to Section 2.5 of this Agreement. The Center will provide citizen information and assistance on land use and building codes and regulations and Code Enforcement services.

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3.3 The County will, as an agent of the City, provide staffing, equipment, materials and support to operate the Center. The County shall bill the City for costs incurred in assisting the City to establish and operate the Center with County staff. The City shall pay startup costs for the Center, including an administrative fee. Additionally, the County shall bill the City monthly and the City shall pay the County monthly for the cost of operating the Center. Within fifteen (15) days of receipt of a bill from the County, the City will remit payment in full to the County.

3.4 For purposes of this Agreement, the City shall include County staff assigned to perform the work covered by this agreement on behalf of the City.

#### 4. SEPA Compliance.

4.1 In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the City shall serve as lead agency for all applications processed by the County pursuant to this agreement. The City shall designate and identify a SEPA-responsible official (who shall not be a County employee) to perform environmental review, including the issuance of threshold determinations and preparation of the environmental impact statements for projects within the incorporated area. Any and all pending or future appeals from SEPA threshold determinations and other SEPA matters relating to projects within the incorporation area shall be heard by the City. The County will notify the City's responsible official when a SEPA determination or decision is required and will not further process the application until the responsible official has acted.

4.2 The County agrees to provide technical SEPA assistance to the City's responsible official if requested. County staff will provide such assistance as is requested by the City. The City will compensate the County for the cost of such services.

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5. Administrative and Ministerial Processing.

5.1 County review specified in this agreement is intended to be of an administrative and ministerial nature only. Any and all legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City and/or its designated decision-maker.

5.2 For purposes of this agreement, decisions to condition or deny any permit approval on SEPA grounds are discretionary determinations which will be made by the City.

6. Enforcement.

6.1 The County is authorized, on behalf of the City, to enforce conditions of approval for those applications which the County has retained review authority over pursuant to this agreement. Such enforcement authority shall not include initiation of either administrative notice and order proceedings or court actions. Initiation of such proceedings shall be the sole responsibility of the City.

7. Processing Priority. The County agrees to process preincorporation building and land use permit applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications. The City will establish administrative procedures and levels of service for applications filed on and after incorporation.

8. Filing Fees.

8.1 In order to cover the costs of processing preincorporation building and land use permit applications, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City

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pursuant to Section 1 above, or as may be modified at some future date by the County and the City. Fees for permit services on applications filed with the City after incorporation shall be established and administered by the City.

8.2 For all applications excluded from County processing or transferred to the City pursuant to the terms of Section 2.5 of this agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9. Duration. This agreement shall become effective upon the signature of both parties and adoption by the City of necessary regulations required by Section 1, above, whichever date occurs later. This agreement continues until December 31, 1996 unless otherwise terminated or extended. This agreement may be terminated at an earlier date pursuant to a mutual agreement between the parties. Unless mutually agreed, however, no termination shall occur prior to August 31, 1996. Either party may terminate this agreement upon providing at least sixty (60) days written notice to the other party. The agreement may be extended as provided in Section 11.

10. Termination Procedures. Upon termination of this agreement, the County shall cease further processing, enforcement, and related review functions with respect to applications identified in Sections 2 and 3 of this agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the incorporation area. Transfer documents shall specify the

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work performed to date on the applications and shall be signed by the appropriate County official. Upon transfer, the City shall notify affected applicants that it has assumed all further processing responsibility.

11. Extension. Pursuant to a mutual agreement between the parties, this agreement may be extended for a minimum of sixty (60) days and a maximum of three (3) years. To extend the agreement, the City shall make a written request to the County not less than sixty (60) days prior to the end of the agreement. The request shall specify the term of the extension. The parties must agree to the extension by the termination date or the agreement will lapse.

12. Application Process. The County and the City will each prepare and have available for applicants and other interested parties a document describing the handling of applications based on this agreement.

13. Legal Representation. Except as set forth in Section 14 below, and except for such routine advice as may be provided to the County in furtherance of its service as described in this agreement, the services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

14. Indemnification.

14.1 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 or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and related to building and

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land use applications filed with the County prior to the effective date of incorporation. 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, and 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.

14.2 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 or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and related to applications filed with the City on or following the effective date of incorporation. 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 principal of governmental or public law is involved; and if final judgment be rendered against the County 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 City shall satisfy the same.

14.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County,

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its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

15. Personnel Control of personnel assigned by the County to process applications under this agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County. The City may request reassignment of any County employee working at the City's permit center established pursuant to Section 3.

16. Administration This agreement shall be administrated by the County Director of Development and Environmental Services or his/her designee, and the City Manager, or his/her designee.

17. Amendments This agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein are excluded. Any modifications to this agreement shall be in writing and signed by both parties.

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

King County

\_\_\_\_\_  
Gary Locke  
King County Executive

\_\_\_\_\_  
Dated

Approved as to Form:

NORM MALENG

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August 1, 1995

King County Prosecuting Attorney

By: \_\_\_\_\_  
Michael J. Sinsky  
Senior Deputy Prosecuting Attorney

\_\_\_\_\_  
Dated

City of Shoreline

\_\_\_\_\_  
Fred Wilmett  
Shoreline City Manager

\_\_\_\_\_  
Dated

Approved as to Form:

\_\_\_\_\_  
Timothy X. Sullivan  
Interim City Attorney

\_\_\_\_\_  
Dated

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August 1, 1995

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