

July 14, 1995

Introduced By: Fimia

sl-intr wsc

Proposed No.: 95-505

MOTION NO. **9621**

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A MOTION authorizing the county executive to enter into interlocal agreements with the city of Shoreline relating to local services.

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 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. Business and Taxicab Licensing
2. Contract Monitoring
3. Landmark Preservation

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4. Health Services

5. Real Property Permits (Property Services)

PASSED by a vote of 11 to 0 this 24th day of

July, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peter
Clerk of the Council

Attachments:

**INTERLOCAL AGREEMENT BETWEEN
King County and the City of Shoreline
for Regulatory Licensing of Certain Businesses**

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 Shoreline, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City will incorporated effective August 31, 1995 at 12:01 am; and

WHEREAS upon incorporation local governmental authority and jurisdiction with respect to regulatory licensing of businesses transferred from the County to the City; and

WHEREAS the City and County desire an orderly transfer of authority and jurisdiction with respect to applications for and continuation of licenses currently in effect;

NOW THEREFORE, the County and City hereby agree:

1. City Responsibilities. The City promises:

- 1.1. To adopt the necessary ordinances and regulations to enable King County to perform services under this Agreement.
- 1.2. To designate the County as its agent to accept, review, approve or disapprove applications, to issue permits or licenses and to enforce the terms and conditions of resulting permits or licenses for the following: amusement devices, amusement places, pool and billiard tables, closing out sales, dances, go kart tracks, junk dealers, massage businesses and public bathhouses, music machines, outdoor musical entertainment, pawnbrokers, secondhand dealers, theaters, taxicabs, and charitable solicitations as set forth in King County Code, Title 6.
- 1.3. To honor permits and licenses for activities listed in paragraph 1.2, issued by the County prior to incorporation.
- 1.4. To provide a process for appeals of any actions resulting from the County's approving or disapproving applications and/or enforcement of the City ordinances and terms and conditions of permits and licenses.
- 1.5. Except as to Section 4.2, the services provided by the County pursuant to this agreement do not include legal services. The City agrees to provide all legal services for any actions resulting from the City's discretionary decisions or final actions on applications taken by the city or its designated decision-maker.

2. County Responsibilities. The County agrees to act as the City's agent through the Licensing and Regulatory Services Division to perform the following in accordance with enabling ordinances and Licensing and Regulatory Services Division administrative procedures.

- 2.1. To receive applications for permits and licenses for activities listed in paragraph 1.2 above.
- 2.2. To review and approve or disapprove applications received and to issue permits or licenses.
- 2.3. To enforce the ordinances, including suspending or revoking licenses.

2.4. Except as set forth in Section 4.2 below, 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.

3. Notification to Applicants. The County and City will have available for applicants and other interested parties a document describing the handling of applications based on the terms of this agreement.

4. Indemnification.

- 4.1. 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, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, 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.
- 4.2. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees 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 or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.
- 4.3. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

5. Compensation. The County shall retain the fees collected from applicants for permits or licenses. No additional compensation will be due from the City.

6. Duration. This agreement is effective August 31, 1995 and will continue in force until terminated by sixty (60) days written notice by either party to the other.

7. Administration. This agreement shall be administered by the Manager of the Licensing and Regulatory Services Division, or his designee, and the City Manager, or his designee.

8. Amendments. This agreement may be amended at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF Shoreline

King County Executive

City Manager

Date

Date

Approved as to Form

Approved as to Form

King County
Prosecuting Attorney

City Attorney

July 10, 1995
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contract\Shoreline\business

**Interlocal Agreement Between
King County and the City of Shoreline**
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 Shoreline, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City will incorporate and commence operation on August 31, 1995; and

WHEREAS beginning on the date of incorporation, 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 1995 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 a representative 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 as desired and necessary 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
- Building Permits
- Parks
- District Court
- Real Property Permits
- Regulatory and Business License
- Roads Maintenance
- Any other agreements that either party wishes to review

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 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 1995 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 beginning January 1, 1996. The City shall present the County with a payment schedule by January 31, 1996. Interest at the rate the County could have earned on overnight investments shall be assessed monthly on any unpaid balance in 1995. 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:

- Transfer of utility franchise fees, school, road or other mitigation fees collected and/or conditioned as part of land use application approval.
- Costs and service options associated with City prisoner transport to and from the King County jail.

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 1995 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.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Shoreline

King County Executive

City Manager

Date
Approved as to Form

Date
Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Interlocal Agreement for Landmark Services

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF _____
RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES**

THIS IS AN AGREEMENT between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of _____ a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, the City is incorporated ; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the city limits resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, and archaeological sites within the City for the benefit of present and future generations; and

WHEREAS, the City does not have the organization and personnel to do so; and

WHEREAS, the County is able to provide landmark designation and protection services for the City; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection; and

WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the County and the City hereby agree:

1. Services. The County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Ordinance 10474, K.C.C. 20.62 within the City limits.

2. City's Responsibilities. In support of the County in the designation and protection of landmarks the City shall:

A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations and procedures set forth in King County Ordinance 10474, K.C.C. 20.62. The ordinance shall provide that the King County Landmarks and Heritage Commission shall have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance shall include:

1. Provision for the appointment of a special member to the King County Landmarks and Heritage Commission as contemplated by K.C.C. 20.62.030.

2. A provision that appeals from decisions of the King County Landmarks and Heritage Commission pertaining to real property within the city limits shall be taken to the city council.

3. Provisions for penalties for violation of the certificate of appropriateness procedures.

4. A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect historic buildings, structures, objects, sites, districts, or archaeological sites to the King County Historic Preservation Officer (HPO) for review and comment. The responsible official shall seek and take into consideration the comments of the HPO regarding mitigation of any adverse effects affecting historic buildings, structures, objects, sites or districts.

B. Appoint a Special Member to the King County Landmarks and Heritage Commission in accordance with the ordinance adopted by the City. Pursuant to K.C.C. 20.62 such Special Member shall be a voting member of the King County Landmarks and Heritage Commission on all matters relating to or affecting landmarks within the City.

C. Except as to Section 5.2, the services provided by the County pursuant to this agreement do not include legal services.

3. County Responsibilities.

A. Process all nominations for designation as a landmark or community landmark made on properties within the City.

B. Conduct design review, planning, training, and public information activities necessary to support landmarking activities. Design review, planning, training, and public information tasks shall be defined by mutual agreement of both parties. If the City does not appoint its own Design Review Board to review proposals to make changes to landmarks and to issue Certificates of Appropriateness for such changes in accordance with the procedures and criteria set forth in the local landmark ordinance adopted under 2. A. above., the King County Landmarks and Heritage Commission shall serve as the local Design Review Board.

C. A copy of the Commission's designation report or decision rejecting a nomination shall be delivered to the City in addition to the parties specified in K.C.C. 20.62 within five (5) working days after it is issued.

D. A copy of the designation report shall be filed with the County Recorder by the HPO together with a legal description of the designated property and the notification that the provisions of the City ordinance apply.

E. Process applications for Certificates of Appropriateness to demolish, move, or make alterations in any significant feature of a landmark within the City limits as provided for by compensation.

F. The King County Landmarks and Heritage Commission shall act as the "Local Review Board" for the purposes related to Chapter 221, 1986 Laws of Washington, (R.C.W. 84.26 and WAC 254.20) for the special valuation of historic properties within the City limits.

G. The HPO shall review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites. Comments shall be forwarded to the city official responsible for the issuance of building and related permits.

4. Compensation.

A. **Costs.** The City shall reimburse the County fully for all costs incurred in providing services under this contract, including overhead and indirect administrative costs. Costs charged to the City may be reduced by special appropriations, grants, or other supplemental funds, by mutual agreement of both parties. The rate of reimbursement for labor costs to the County costs shall be revised annually. Addendum A contains 1994 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 1994 maximum cost to the City for reimbursable services.

B. **Billing.** The cost of services shall be billed quarterly. The quarterly bill shall reflect actual costs plus the annual administrative overhead rate. Payments are due within 30 days of invoicing by the County.

5. Indemnification.

A. 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 act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, 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.

B. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity or any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgement is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall

defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.

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

6. Duration. This agreement is effective beginning upon execution, and shall continue automatically from year to year until it is terminated by forty-five days written notice from either party to the other.

7. Administration. This agreement shall be administered for the County by the Manager of the Cultural Resources Division, or the manager's designee, and for the City by the City Manager or the manager's designee.

8. Amendments. This Agreement may be amended at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 1995.

CITY OF _____

By: _____

Title: _____

KING COUNTY

By: _____
King County Executive

Approved as to form:

By: _____
King County Prosecutor

Interlocal Contract for Historic Preservation Services**Addendum A: King County Labor Costs**

The following hourly rates for County-provided historic preservation services apply for 1995. The hourly figure incorporates wages, benefits, and overhead as set in the 1994 Indirect Cost Rate Plan for the Cultural Resources Division of the Parks, Planning and Resources Department. The figure is adjusted to account for vacation, sick leave and holidays and thus reflects actual working hours.

Historic Preservation Officer:	\$49.42 per hour
Preservation Planner:	\$43.30 per hour
Design Review Coordinator:	\$35.67 per hour
Cultural Resource Specialist/Planner:	\$22.62 per hour
Executive Secretary:	\$28.11 per hour

Addendum B: City of _____ Expenditure Maximum

During the calendar year 1995, total reimbursable costs billable to the City for historic preservation services provided by the County under this interlocal agreement shall not exceed \$_____.

**INTERLOCAL AGREEMENT BETWEEN
King County and the City of Shoreline
For Health Services**

THIS is an Interlocal 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 Shoreline, a municipal corporation of the State of Washington, hereinafter referred to as the City.

WITNESSETH:

WHEREAS, the parties to this contract recognize the responsibility of all cities and towns in Washington State to provide "basic public health services" to their residents or to purchase services under contracts pursuant to Chapter 70.08 RCW and Chapter 70.46 RCW; and

WHEREAS, WAC 248-90-990 defines the "basic public health services" to be provided to Washington State residents as well as "optional public health services" which may be provided; and

WHEREAS the City desires to contract with the Department for public health services and agrees to reimburse the Department for the City's share of the cost of providing basic public health services, in order to assure an adequate standard for basic public health services throughout the County; and

WHEREAS the Department agrees to provide additional optional public health services throughout the County in order to preserve, promote and improve the public health of all residents of King County and the municipalities therein; and

WHEREAS this Agreement is authorized and provided for under the terms of Chapter 70.05 RCW, Chapter 70.08 RCW, and Chapter 70.46 RCW;

NOW Therefore, in accordance with the statutes above designated and any amendments thereto, and in consideration of payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties hereto, the County and the City covenant and agree as follows:

1. Definitions

- 1.1. "Basic public health services" shall mean those public health services identified as basic public health services by the Washington State Board of Health as adopted on September 14, 1983 under WAC 248-990-990, the support for which should be furnished by all cities and towns. The programs currently provided by the Department which the parties agree qualify as basic public

Shoreline: Public Health Services

health services are set forth in Attachment 1 and are incorporated herein by reference.

1.2. "Optional public health services" shall mean those additional services, not designated as basic public health services which may be provided by the Department to promote and protect the public health. The programs currently provided by the Department, which qualify as optional public health services are set forth in Attachment 1 and incorporated herein by reference.

1.3. "Net actual cost" shall mean the cost of providing the units of basic public health services (personal and environmental) actually used by, provided to, or provided in behalf of the City's residents during a given year, reduced by any fee or grant revenue attributable to such units service. Net actual cost shall be determined by the Department in its Governmental Unit-Cost Report prepared annually.

2. Optional Public Health Services: During the term of this Agreement, the County will cover the cost of any units of optional public health services actually used by, provided to or provided on behalf of the City's residents. The County retains full and sole discretion to determine the service and funding levels, as well as the specific optional public health services the Department will provide.

3. Basic Public Health Services Agreement

3.1. Services/Compensation. During the term of this Agreement, the Department will make available to the residents of the City basic public health services, which are being provided by the Department.

3.1.1. For the contract period in 1995, the City will pay the County the net actual cost of the City's basic public health services used in 1994 by residents whose addresses will be within the Municipal boundaries created by the incorporation. The cost per unit will be discounted based upon the difference between the actual cost of providing basic public health services to the suburban cities in 1993 as compared to 1994.

3.1.2. Data for 1994 are expected to be available by June 30, 1995. Until the data are available, the City will be billed based on estimated

costs of \$26,123. per month for each month following city incorporation in 1995. The quarterly bill following the determination of actual costs for services used will be adjusted to reflect the difference between payments to date and the actual amount due to date for 1995.

- 3.2. **Billing.** The County will invoice the City quarterly. The City will pay the invoiced amount within thirty (30) days from receipt.
 - 3.3. **Advisory Committee.** There has been established a Suburban Cities Public Health Services Advisory Committee, composed of eight members representing contracting municipalities. The contracting municipalities shall appoint the members by whatever means they deem appropriate, and shall thereafter advise the County Executive as to the appointments.
 - 3.4. The Committee shall appoint a chairperson and shall stand prepared to advise the director of the Department from time to time on positions or funding levels for basic public health services by the County to the contracting municipalities; as well as assessing the needs, appropriateness, effectiveness, and legal requirements of such services as they affect contracting municipalities.
 - 3.5. The Committee shall also stand prepared, at the call of the director of the Department, to advise and confer with him/her and such other officers and staff of the County as it shall please the County Executive to appoint for such purpose.
 - 3.6. When the Committee meets with the director of the Department and his/her staff, the director shall preside. The Department shall provide such staff assistance as is necessary under the circumstances.
4. **Contract Conditions**
- 4.1. **Term.** This contract shall take effect upon signature by both parties and upon city incorporation. This contract shall extend through December 31, 1995. The contract may be modified in writing by mutual agreement, so long as notice of the proposed modification is provided at least ninety (90) days prior to the date on which such modification is to become effective.

4.2. Disputes. In addition to the advisory committee referenced above in Section 3.3, the parties shall designate representatives for the purpose of administering this contract and resolving disputes arising therefrom, including disputes involving the municipality's financial obligation hereunder. Each party shall notify the other in writing of its designated representative. Each party may change its designated representative upon notice to the other party. Any dispute which cannot be resolved by negotiation between the parties' designated representatives shall be referred to the advisory committee described above in Section 3.3. If the dispute cannot be resolved following consultation with the advisory committee, it shall be referred to the Chief Executive Officer of the City and the County Executive for mediation and/or settlement.

5. Indemnification

5.1. 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.

5.2. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

- 5.3. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.

6. Ancillary Matters

- 6.1. Nothing in this contract shall be construed as prohibiting the County from charging user fees to partially or totally cover the costs of providing health services where so authorized by law. Furthermore, nothing herein shall be construed as prohibiting the County from establishing income eligibility requirements for health programs subject to federal state or local legislation or regulations, such that only those persons least able to pay are provide services free of charge or at a reduced rate.
- 6.2. Nothing herein shall be construed as in any way divesting the City of its policy powers within its boundaries with respect to the management and enforcement of health standards which are more stringent than those adopted by the State or County provided that the City shall notify and file such health standards, enforcement procedures and amendments thereto with the Department, and provided further that any additional costs incurred by the Department with regard to such health standards and enforcement procedures shall be reimbursed by the City.

6.3. The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification to this agreement shall be in writing and signed by both parties. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this contract does not constitute a waiver of the provisions of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

KING COUNTY

CITY OF SHORELINE

BY _____
King County Executive

BY _____
City Manager

Date

Date

Approved as to Form:

King County Prosecuting Attorney

City Attorney

Date

Date

Basic Public Health Services

WAC 248-990-990 defines "basic" public health services by reference to certain types of service. The corresponding programs offered by the Department which qualify as basic are:

Personal Health

Parent and Child Health (PCH)
 Pediatrics & Teen Health
 Maternal Care
 Vital Statistics
 Immunizations
 Day Care Screening
 Family Health
 Family Planning
 Sexually Transmitted Disease (STD)
 Parent and Child Health
 Tuberculosis Control (TB)
 Women, Infants, and Children (WIC)/Nutrition
 Refugee Health & Interpretation Services
 AIDS
 Epidemiology

Environmental Health

Water Quality
 Solid Waste
 Sewage Disposal
 Vector/Nuisance
 Living Environment
 Food Service
 Meat Inspection
 Chemical
 Plumbing, Gas Piping
 Refrigeration
 Noise Control

Optional Public Health Services

WAS 248-990-990 defines "optional" public health services by references to certain types of service. The corresponding programs currently offered by the Department which qualify as optional are:

Personal Health

Dental Health
 Dental Disease Prevention
 Jail Health

**Interlocal Agreement Between
King County and the City of Shoreline
Relating to Permits for the Use of City-Owned Real Property**

Recitals

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 Shoreline, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

WHEREAS the City will incorporate on or about August 31, 1995; and

WHEREAS upon incorporation local governmental authority and jurisdiction with respect to certain real property owned by the public transfer from the county to the city; and

WHEREAS the City and County desire an orderly transfer of authority and jurisdiction with respect to applications for use of such real property;

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

1. City Responsibilities. The City promises:

- 1.1. To adopt applicable King County utility franchises and other necessary legislation, including but not limited to applicable sections of King County Code Titles 6, 14 and 46.
- 1.2. To designate the County as its agent to accept, review, approve or disapprove applications for use of City-owned real property. Included in this designation shall be the authority to grant and revoke permits and other temporary rights, and to enforce the conditions of such grants and related legislation, if desired.
- 1.3. To establish a separate procedure for handling appeals when the County denies a request to use City-owned property or cannot reach agreement with the applicant concerning terms of such use. Such appeals will not be handled by the usual County mechanism.
- 1.4. To honor, for the life of the permit, permits for use of City-owned real property issued by the County prior to incorporation and for use of City-owned real property issued under the terms of this agreement.
- 1.5. To notify utilities and other permittees of application and billing procedures, initially and when the City assumes permitting responsibility.
- 1.6. To assume all inspection, enforcement, and administrative responsibilities for those right-of-way construction permits issued by the County on the City's behalf, which are active as of the termination date of this agreement.
- 1.7. Except as to Section 4.2, the services provided by the County pursuant to this agreement do not include legal services. The City agrees to provide all legal services

ATTACHMENT 8

for any actions resulting from the City's discretionary decisions or final actions on applications taken by the City or its designated decision-maker.

2. County Responsibilities. The County agrees to act as the City's agent through the Property Services Division to perform the following in accordance with enabling ordinances and Property Services Division administrative procedures:

- 2.1. To continue to process applications for use of City-owned real property if the application is filed with the County before August 31, 1995 and thereafter during the pendency of this agreement.
- 2.2. To approve or disapprove applications for use of City-owned real property.
- 2.3. To bill permittees directly for permits issued on behalf of the City.
- 2.4. The County agrees to provide monthly reporting to the City of all permits approved or in process under this agreement.
- 2.5. To provide the City with a list of the right-of-way construction permits which were issued by the County under authority granted by the City which are active as of the termination date of this agreement.

3. Notification to Applicants. The County and City will have available for applicants and other interested parties a document describing the handling of applications based on the terms of this agreement.

4. Indemnification.

- 4.1. 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, validity or effect of city ordinances, rules or regulations. In any such cause, claim, suit, action or administrative proceeding that is commenced, 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.
- 4.2. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees 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 or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

- 4.3. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

5. **Compensation.** The City will pay the County a one-time set up fee of \$500. In addition, the County will bill and the City will pay the cost of printing permit forms after the initial supply is used. By July 15 of each year, the County will notify the City of any fee increases to take effect on January 1 of the following year. In lieu of billing the City for permits issued, the County will collect permit fees from applicants as provided below. Such fees shall be considered County compensation for the processing of permits on behalf of the City. Fees will be waived only with prior approval of the City. In the event of a fee waiver, the City will be billed and will pay to the County an amount equal to the fee that would have been paid by the applicant.

5.1. **Right-of-way construction permits for franchised utilities:** Fees shall be as provided in King County Code 14.44.040, as amended, attached as Exhibit A.

5.2. **House moving permits:** \$50 per permit.

5.3. **Overweight/oversize vehicle permits:** \$10 per permit.

5.4. **Utility use permits, and special use permits:** Fees shall be as provided in King County Code 14.30.025, 14.30.060 and 14.46.080, as amended, attached as Exhibit B.

6. **Duration** This agreement is effective upon execution by both parties and legal incorporation by the city, and will continue automatically from year to year unless terminated by forty-five (45) days written notice by either party to the other.

7. Administration. This agreement shall be administered by the Manager of the Property Services Division, or manager's designee, and the City Manager, or manager's designee.

8. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Shoreline

King County Executive

City Manager

Date
Approved as to Form

Date
Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Date

Date