

September 16, 1994  
94-558.MOT (DE:clt)

Introduced By: BRUCE LAING  
BRIAN DERDOWSKI

Proposed No.: 94 - 558

MOTION NO. 9374

1  
2 A MOTION authorizing the county executive  
3 to enter into interlocal agreements with  
4 the city of Newport Hills relating to  
5 municipal services.

6 WHEREAS, the city of Newport Hills will incorporate on  
7 September 30, 1994, and

8 WHEREAS, the city desires to secure certain municipal  
9 services from the county for their residents, and

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

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

14 The county executive is authorized to executive  
15 interlocal agreements, substantially in the forms attached,  
16 with the city of Newport Hills for the county to provide the  
17 following services:

- 18 1. Animal Control
- 19 2. Contract Monitoring
- 20 3. Historic Preservation
- 21 4. Law Enforcement
- 22 5. Parks
- 23 6. Real Property Permits
- 24 7. Roads Maintenance

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8. Surface Water Management

PASSED by a vote of 12 to 0 this 19<sup>th</sup> day of  
September, 1994.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gudd A. Peterson  
Clerk of the Council

Attachments: Interlocal Agreements

**Interlocal Agreement Between  
King County and the City of Newport Hills  
Relating to Animal Control**

**9374**

This AGREEMENT entered into this (to be determined) between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Newport Hills, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 39.34.010 and 39.34.080, is authorized to and desirous of contracting with the County for the performance of Animal Control Services; and,

WHEREAS, the County is authorized by Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

NOW, THEREFORE, the County and City hereby agree:

- 1 Obligations: In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:
  - 1.1 Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to Animal Control as set forth in the city Ordinance Number \_\_\_\_\_;
  - 1.2 Provide a level of service which is the same as that provided to unincorporated areas of the County;
  - 1.3 Furnish licenses and application forms for said licenses to the City for sale to the public at the City Hall;
  - 1.4 Except as set forth in section 7.A 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.
  
- 2 In consideration of the promises of the County hereinbefore set forth, the City promises to:
  - 2.1 Enact an ordinance or resolution which is substantially similar to Title 11 King County Code as now or hereafter amended. For the purpose of this subsection, "substantially similar" shall be defined to include, at a minimum, identical license, late penalty, and impound/redemption/sheltering fees with those provided in Title 11 King County Code;
  - 2.2 Delegate to the County the following:
    - 2.2.1 The power to determine eligibility for licenses issued under the terms of the City ordinance, subject to the conditions set forth in said ordinance and subject to the review power of King County Board of Appeals;

2.2.2 The power to enforce terms of the City ordinance, including the power to deny suspend or revoke licenses issued thereunder, and subject to the review power of the King County Board of Appeals.

2.3 Nothing in this agreement is intended to divest the City of authority to issue notices of violations and court citations for alleged violations of City ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or City.

3 Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this contract in the following manner:

3.1 The County shall receive all fines and fees collected by the County pursuant to the licensing of dogs, cats, kennels, hobby kennels, pet shops, animal shelters, and grooming parlors subject to the following rebate provisions:

- 3.1.1 \$1.00 for each dog license sold at the City Hall shall be rebated to the City;
- 3.1.2 \$1.00 for each cat license sold at the City Hall shall be rebated to the City;

3.2 The County shall receive all impound and redemption fees charged against animals.

4 Time of Performance: This agreement shall be effective the 31st day of August 1994, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter. The County reserves the right to increase fees as provided for in Section 2.1 of this agreement.

5 Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.

6 Termination: This agreement may be terminated without cause only after thirty (30) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination, nor shall it affect the validity of any license issued pursuant to the City ordinance.

7 Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:

7.1 Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;

- 7.2 All persons rendering services hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
- 7.3 The contact person for the City regarding citizen complaints, service requests and general information on animal control services is the Chief of King County Animal Control;
- 7.4 In the event of a dispute between parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performances of such service, the determination of the Director of the King County Department of Executive Administration shall be the final and conclusive in all respects between parties hereto.

8 Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations 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.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same. The City further agrees its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees or agents. For this purpose, the City, by mutual negotiation, hereby waives as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of RCW Title 51.
- 8.3 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, 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.

- 9 **Audits and Inspection:** The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and six (6) years after termination hereof.
- 10 **Non-Discrimination:** The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United State Department of Labor.
- 11 **IN WITNESS WHEREOF,** the parties have executed this agreement.

King County

City of Newport Hills

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

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OFM: August 8, 1994  
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**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF NEWPORT HILLS  
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 Newport Hills, 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 the County continue to process certain 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 King County processing of applications be administrative and ministerial only and 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:

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, development and application fee regulations in existence at the time of incorporation, for all permits and land use applications identified in this agreement.

2. Building Related Applications Review.

2.1. Except as provided in section 2.2 below, the County shall continue to review and approve or deny all vested permit applications filed with the County before the effective date of incorporation which involve property within the incorporation area. For purposes of this agreement, the determination of whether a particular application has vested shall be made by the City. Review shall occur in accordance with County regulations adopted by the City as set forth in section 1, and in a manner consistent with sections 4 and 5 of this agreement. Said review shall include follow-up inspections and enforcement of conditions of approval, issuance of extensions for completion of inspections, and issuance of ancillary permits, such as fire & mechanical permits, which are essential for completion of each original project permit. The types of building related permits within this grant of authority include but are not limited to:

- building permits;
- occupancy permits;
- mechanical permits;
- fire systems/fire sprinkler permits;
- hazardous material permits;



- grading and clearing permits.

2.2 The County will prepare and send to the City a list of all building related permits and applications pending within the incorporation area. The City or County may exclude from this agreement any permits or applications on the list. Such exclusion shall be exercised initially by written notice to the County or City 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. Land Use Related Applications Review

3.1 Except as provided in section 3.5 below, the County shall continue to process those vested land use related applications filed with the County before the effective date of incorporation which involve property within the incorporation area. The determination of whether a particular application has vested shall be made by the City. Processing shall occur in accordance with those County regulations adopted by the City as set forth in Section 1 above, and in a manner consistent with sections 4 and 5 of this agreement. The types of land use related applications contemplated by this section include but are not necessarily limited to:

- unclassified use permits
- conditional use permits
- zoning variances
- right of way use permits

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- lot line adjustments
- planned unit developments
- sensitive areas ordinance variances, reasonable use exceptions and utility exemptions
- shoreline permits and exemptions;
- subdivisions;
- short subdivisions;
- land use related grading and clearing permits;

The fact that a particular type of land use application is listed within this section in no respect indicates that either the County or City considers such an application to be capable of vesting.

3.2 With regards 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 decisionmaker. Any final action on these applications shall be taken by the City.

3.3. For those applications which require quasi-judicial or legislative approval or which involve administrative appeals, the County shall likewise prepare a report and recommendation to the City for use by its designated decisionmaker. The City shall be responsible for scheduling, providing notice of, and conducting any public hearings required in conjunction with the application. County staff will, at the request of the City, attend the public hearing. County staff hearing participation will be limited to explanation of any applicable County codes and policies, and of County staff findings of fact, analysis or recommendations.

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County staff will not comment on or defend other findings, analysis or recommendations presented by City staff.

3.4. 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 recommendation, 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.

3.5. The County will prepare and send to the City a list of all land use related permits and applications pending within the incorporation area. The City or County may exclude from this agreement any permits or applications on the list. Such exclusion shall be by written notice to the County within thirty (30) days following receipt of the applicable list. The City may

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thereafter notify the County, and the County may notify the City, of such other permits or applications each wishes to exclude.

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 identified in Sections 2 and 3 of this agreement. The City shall designate and identify a SEPA responsible official to perform environmental review, including the issuance of threshold determinations and preparation of the environmental impact statements for projects within the incorporated area. The responsible official shall not be an employee, officer, or agent of the County. 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. The County agrees to provide technical SEPA assistance to the City's responsible official if requested. Such technical assistance shall be limited to:

- \* review of an applicant's environmental checklist and collection of relevant comments and facts;
- \* preparation of a proposed SEPA threshold determination for approval by the City's responsible official;
- \* publication of an approved SEPA threshold determination and provision of notice to parties of record;
- \* preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the

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City's designated appeal hearings officer;

- \* preparation of any required draft, final, addendum or supplemental EIS for approval of the City's responsible official;
- \* publication, circulation and collection of comments on any EIS's approved by the City's responsible official;
- \* coordination of adopted or required SEPA measures of mitigation with project staff.

4.2 County staff will provide only such assistance as is requested by the City and will collect fees from the applicant for such services consistent with the County fee schedule adopted by the City pursuant to section 1 of this agreement.

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 decisionmaker.

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. Referral of New Requests. 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

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County agrees to accept requests for ancillary permits only for mechanical or fire systems for buildings under construction and when such ancillary permits are necessary to complete construction of the same project under 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.

7. Enforcement. 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. The City shall be responsible for all other enforcement actions normally taken by the County's Code Enforcement Section pursuant to KCC Title 23, including those relating to applications reviewed by King County pursuant to this agreement.

8. Processing Priority. The County agrees to process incorporation area applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. Filing Fees. In order to cover the costs of performing services pursuant to this agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 1 above or as may be modified at some future date by the County and the City.

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10. Termination. This is an interim agreement which is intended to coordinate the provision of permit services to the incorporation areas. Either party may terminate this agreement upon providing at least thirty (30) days written notice to the other party.

11. 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 bonds, and unexpended portions of filing fees for pending land use and building related applications within the incorporation areas. Transfer documents shall specify the 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.

12. Duration. This agreement shall become effective upon signature of both parties and adoption by the City of necessary regulations required by Section 1 above, whichever date occurs later. This agreement will terminate as provided in Section 10.

13. 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.

14. Legal Representation. Except as set forth in Section

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15 below, and except for such routine advice as may be provided to the County in furtherance of its services 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.

15. Indemnification.

15.1. 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. 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 judgement 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.

15.2 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 Interlocal.gen



any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement. 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 judgement 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.

15.3 The City further agrees its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees or agents. For this purpose, the City, by mutual negotiation, hereby waives as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of RCW Title 51.

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

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16. Administration. This agreement shall be administered by the 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 understandings 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  
King County Prosecuting Attorney

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

\_\_\_\_\_  
Dated

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

WHEREAS the City will incorporate and commence operation on September 30, 1994; 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 1994 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 1994 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, 1995. The City shall present the County with a payment schedule by January 31, 1995. Interest at the rate the County could have earned on overnight investments shall be assessed monthly on any unpaid balance in 1994. At any time, the City may make full or additional partial payments on the amount due, with no prepayment penalty.

**3. Agreement in Principle.** Both parties recognize that the transition of authorities and responsibilities from the County to the City involves not only decisions and agreements on provision of major municipal services but also numerous other matters. Many of the latter require study that could not be accomplished satisfactorily within the time available prior to incorporation

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

- 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 1994 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.

Newport Hills Interlocal Agreement: Umbrella Agreement

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 Newport Hills

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

\_\_\_\_\_  
City Manager

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

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

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

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

OFM August 10, 1994  
o:/regional/contracts/newport/umbrella

**Interlocal Agreement for Landmark Services**

**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF NEWPORT HILLS 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 Newport Hills, 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 \_\_\_\_\_, 1994.

CITY OF NEWPORT HILLS

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 1994. The hourly figure incorporates wages, benefits, and overhead as set in the 1993 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: \$44.06 per hour

Preservation Planner: \$38.66 per hour

Clerk/Secretary: \$25.47 per hour

**Interlocal Contract for Historic Preservation Services**

**Addendum B: City of Newport Hills Expenditure Maximum**

During the calendar year 1994, total reimbursable costs billable to the City for historic preservation services provided by the County under this interlocal agreement shall not exceed \$\_\_\_\_\_.

9374

**INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF NEWPORT HILLS  
Relating to Law Enforcement 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 Newport Hills, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City desires to provide quality law enforcement services for its residents from the date of incorporation, and;

WHEREAS the County has the resources to provide such law enforcement services;

NOW THEREFORE, pursuant to RCW 39.34, the County and City hereby agree:

1. **Base Level Services.** The County will provide the following law enforcement services within the City limits twenty-four (24) hours per day, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated King County:
  - 1.1. **Patrol Services.** Police patrol services shall constitute the first response for the enforcement of State law and City-adopted municipal criminal and traffic codes. Patrol services shall include reactive patrol to respond to residents' and business' calls for service, proactive patrol to prevent and deter criminal activity, traffic patrol to enforce applicable traffic codes and police reserves to perform a variety of routine police patrol functions.
  - 1.2. **Investigation Services.** Investigation services consists of criminal investigations by officers assigned to special units investigating such crimes as burglary, auto theft, and by officers assigned to the criminal investigation division investigating such crimes as homicide, drug offenses, special assaults, fraud and such reports as missing persons, vice, child find, and major accidents. These officers are supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control and the Automatic Fingerprint Identification System. Arson investigation services will be provided without additional charges by the King County Fire Marshall, Department of Development and Environmental Services.
  - 1.3. **Special Services.** Special services may include canine patrol, hostage negotiations, TAC-30 (SWAT), bomb disposal, community service officers, community crime prevention, DARE, and dignitary protection.
  - 1.4. **Communications Services.** Communications services includes call receiving, dispatch and reports.
  - 1.5. **Support Services.** Support services includes legal advisor, planning and statistics, subpoena control, training, weapons' permits, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, inspections/internal investigations, and precinct support. Such support services do not include legal services of the King County Prosecuting Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
2. **Organization.** The County will provide the services identified in Sections 1 and 2 through the following organization:
  - 2.1. **Liaison** will be provided through a specifically identified officer, designated by the County with the advice of the City Manager. The liaison officer will handle day-to-day

operational concerns identified by City officials and residents. In addition, the County liaison will be available to the City during mutually agreed-upon days and hours, for activities such as meetings of the Council and appropriate community meetings. The City will provide office space as needed.

- 2.2. Reporting districts will coincide with City limits as closely as possible without compromising efficient use of reactive patrol officers. Dispatching, including that between the City and County, will occur when needed to provide backup and emergency response.
  - 2.3. Other services will be provided routinely by specialized officers as crime and traffic activity dictate.
  - 2.4. Reactive patrol officers and their assigned vehicles will display identification of the City. The identification will be in substantially similar form as the identification used with current contracting cities.
3. Reporting.
- 3.1. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.
  - 3.2. The County liaison officer will notify the City in the event of a significant criminal occurrence within the City;
  - 3.3. The County will report quarterly on criminal and traffic activity, and on law enforcement services provided, by major category of service as listed in Section 1.
4. Personnel and Equipment.
- 4.1. The County is acting hereunder as an independent contractor so that:
    - 4.1.1. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
    - 4.1.2. All persons rendering service hereunder shall be for all purposes employees of the County;
    - 4.1.3. All liabilities for salaries, wages, any other compensation, injury, sickness or liability to the public for negligent acts or omissions arising from performance of the law enforcement services by the County hereunder shall be that of the County.
5. The County shall furnish all personnel and such resources and material deemed by the County as necessary to provide the level of law enforcement service herein described.

**6. Compensation.**

- 6.1. **Base Level Services.** In consideration for the base level services of the County herein set forth, the City promises to pay to the County an annual (calendar year) sum equal to the City's share of net chargeable costs determined as follows:
- Department of Public Safety annual adopted budget, including any negotiated cost-of-living increases and other funds specifically identified for police services in the County's budget;
  - less services designated as regional with the associated overhead;
  - less Departmental revenue, except for revenues related to contracts for municipal police services;
  - plus Departmental and central County overhead associated with the direct services;
  - plus capital projects with county-wide benefit (amortized over the life of the project), as detailed in the attached Exhibit I.
- 6.2. These remaining net chargeable costs shall be allocated to the City based on the City's percentage of the Department of Public Safety's total dispatched calls for service, as detailed in Exhibit I. One twelfth of the sum shall be paid monthly, within 30 days after the invoice by the County. For 1994, services will be provided without cost for sixty days after incorporation.
- 6.3. The annual charge will be adjusted based on actual expenditures of the Department of Public Safety and actual percentage of dispatched calls for service attributable to the City. The additional amount or refund will be due in April of the following year.
- 6.4. The County acknowledges the difficulty of estimating calls for service in newly incorporated areas. To assist the city in its first two years following incorporation, the County agrees to the following compensation limitation of the amounts owed or refunded under Section 5.3 above: For the period of from the date of incorporation through December 31, 1995, the City shall not be responsible for additional amounts in excess of five percent (5%) of the estimated contract amount, and the County shall not be responsible for a refund in excess of five percent (5%) below the estimated contract amount. For the period of 1996, the City shall not be responsible for additional amounts in excess of seven and one-half percent (7.5%) of the estimated contract amount, and the County shall not be responsible for a refund in excess of seven and one-half percent (7.5%) below the estimated contract amount.
- 6.5. For the City's budget planning purposes, the County will transmit to the City on or about September 15 of each year an estimate of the next calendar year's contract amount.

7. **City Responsibilities.** In support of the County providing the services described in Sections 1 & 2 above, the City promises to:

- 7.1. Confer hereby municipal police authority on such County officers as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this agreement.

- 7.2. Adopt a criminal municipal code no later than six months following the date of incorporation of the city, which incorporates at a minimum any portion of the Washington criminal code defining a crime or crimes, which falls within the jurisdiction of the district or municipal court. This includes all misdemeanors and gross misdemeanors. Provided that if the City fails to adopt, chooses not to adopt, or repeals such criminal municipal code, the City shall be responsible for reimbursing the County for all expenses associated with prosecution, adjudication, sentencing, and incarceration in any criminal case involving a crime which could have been included within a City municipal code.
  - 7.3. Supply at its own cost and expense any special supplies, stationary, notices, forms and the like where such must be issued in the name of the City.
  - 7.4. Participate with the County in discussions of alternative models for determining cost and service for future years, including a Unit Cost Model.
8. **Duration.** This Agreement is effective on the day of incorporation of the City and shall remain in effect unless written notice by either party requests that planning be initiated for the assumption of responsibility by the City for the services provided under this contract. A formal plan will be negotiated and approved by both parties to this agreement. The plan will describe an orderly assumption of responsibility over a minimum period of six months. Each party will bear the cost of its respective planning team.
9. **Indemnification.**
- 9.1. 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 any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
  - 9.2. 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 any 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 performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages 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 or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

- 9.3. In executing this agreement, King 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, King County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- 9.4. The foregoing indemnity is specifically 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.
10. **Non-discrimination.** The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs which meet the applicable federal standards.
11. **Audits and Inspections.** The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and three (3) years after termination.
12. **Amendments.** The Agreement may be amended at any time by mutual agreement of the parties.
13. **Entire Agreement.** The parties agree that this Agreement is the complete expression of the terms hereto and an oral representations or understandings not incorporated herein are excluded.
14. **Termination Process.** Either party may initiate a process to terminate this agreement as follows:
- 14.1. For 1994 and 1995, the party desiring to terminate the agreement shall provide a minimum of 180 days (six months) written notice to the other party. After 1995, either party may terminate upon written notice to the other party by July 1 of the year preceding the year in which termination is desired. The date of termination for 1996 and beyond is the end of the last day of the calendar year in which a termination notice is properly tendered.
- 14.2. The party desiring termination shall provide a transition plan providing for an orderly transition of responsibilities from the County to the City or to another service provider. The transition plan shall identify and address personnel, capital equipment, workload and any other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.
15. **Equal Treatment.** The County agrees and assures that no other city will receive more favored treatment than the City in the range of options offered to the City for law enforcement services.



16. Contract Administration.

16.1. The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County's liaison and the City Manager. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Department of Public Safety and the Officer of Financial Management. The contract administrators will meet at least quarterly about the tenth of the month, with either party authorized to call additional meetings with ten days written notice to the other.

16.2. Any problem which cannot be resolved by the parties' designated representatives shall be referred to the chief executive officer of the Municipality and the County Sheriff for settlement.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Newport Hills

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

\_\_\_\_\_  
City Manager

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Interlocal Agreement Between King County and the City of Newport Hills

Relating to the Ownership, Funding, Operation and Maintenance  
of Parks, Open Space, Recreation Facilities, and Programs

This Agreement is made and entered into this day by and between the City of Newport Hills, hereinafter called "City", and King County, hereinafter called "County", as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, the City will incorporate an area of previously unincorporated King County on September 30, 1994; and

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

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

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

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

## 1. Conveyance of Title

- 1.1. Within thirty days after the execution of this agreement, King County shall convey to the City by deeds full interest in the following listed parks and open space and recreation properties:

Lake Boren Park, located at 131st Ave SE and SE 81st Street, consisting of 18.05 acres more or less; and Hazelwood Park, located at SE 74th Street and 121st Ave SE, consisting of 7.3 acres, more or less; and May Creek Park, located at I-405 East to Coal Creek Parkway, consisting of 129.38 acres more or less; all as more fully described in Attachment A to this document, by this reference made a part hereof.

The deed to said properties and improvements (the "facility") shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants, and the following specific covenants pertaining to use and assessment of fees:

"The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility, except that the

City may trade the facility for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the facility so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City, unless the City has imposed a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents."

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

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

- 2.1. Effective January 1, 1995, the City agrees to accept the facility listed in section 1.1 above in as is condition, and to assume full and complete responsibility for operations, maintenance, repairs and improvements of said facility. The responsibility includes, but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment. Until the date of execution of this agreement, the County agrees to continue to operate, maintain and repair the facility listed in section 1.1 above and to operate any previously scheduled recreation programs in said facility. The County further agrees to perform maintenance of the facility during the period from the date of execution to January 1, 1995 at about the same level as that performed during 1993.

3. Interjurisdictional Cooperation

- 3.1. The City hereby agrees to assume responsibility for the interjurisdictional cooperative planning for the use of May Creek Park. Planning for said facility shall include representation from the city of Renton, which owns portions of the May Creek Greenway. The City hereby covenants to work cooperatively with the City of Renton in all matters pertaining to the long term use of the May Creek Greenway.
- 3.2. The County hereby demonstrates its support for the eventual completion of the May Creek Greenway from May Creek to the Cougar Mountain Regional Park, and commits to assist the City in this long term goal through public forums, information, correspondence, public appearances and similar demonstrations of agreement with this project. Nothing herein shall be construed to imply or commit financial resources of the County to said project.

**4. Interim Cost Sharing for Operation and Maintenance**

- 4.1. Upon execution by both parties of this agreement, for the year 1995 only, the County will convey to the City the amount listed below by the date specified below, to be used exclusively for the operations, maintenance and improvements of the facilities listed in section 1.1 above:

March 1, 1995, the County shall pay the City \$10,000.

**5. Uses of Facilities During Transition Period**

- 5.1. The parties agree there will be a transition period from the date of execution by both parties until January 1, 1995, and during said transition period to avoid disruption of service to the public.
- 5.2. Any revenues from facility use and recreational programs during the transition period shall accrue to the County. Revenues from facility use and recreational programs after the City assumes full ownership and maintenance responsibility on January 1, 1995 will accrue to the City.
- 5.3. All recreational planning and program development during the transition period will be provided by King County staff. The King County Parks staff will work cooperatively with the City of Newport Hills to provide program and service information to the City during the transition period so that the City has technical and programmatic information available to it in order to prepare for full assumption of responsibility on January 1, 1995.

6. **Duration.** This Agreement shall be effective upon signature and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

**7. Indemnification and Mutual Hold Harmless.**

- 7.1. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, relating to this site, which are caused by or result from a negligent act or omission of King County, its officers, agents and employees that occurred prior to the effective date of the transfer of title of the property listed in section 1.1 to the City.
- 7.2. The City shall indemnify and hold harmless King County and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any

nature whatsoever, relating to this site, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees that occur on or after the effective date of the transfer of title of the property listed in section 1.1 to the City.

- 7.3. The City's and the County's indemnification in this section shall survive this Agreement.
8. **Non-Discrimination.** The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.
9. **Audits and Inspections.** In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
10. **Waiver and Amendments.** Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.
11. **Default.**
- 11.1. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
- 11.2. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- 11.3. Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
- 11.4. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

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

13. Administration of Agreement.

13.1. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall each notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

13.2. Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City of Newport Hills City Manager and the County Director of Parks, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Newport Hills

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

\_\_\_\_\_  
City Manager

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

WHEREAS the City will incorporate on or about September 30, 1994; 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

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 September 30, 1994 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.

- 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.

Newport Hills Interlocal Agreement: Property Services

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 Newport Hills

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

\_\_\_\_\_  
Mayor

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A****Right-of-Way Construction Permit Fees**

14.44.040 Construction permit - Application - Fees. Each application requires a fee payable to the real property division for the administrative costs and expenses of processing the application. The following fee schedule shall become effective as of January 1, 1992:

<b>1. Pole Lines:</b>	
Power, telephone, etc. (every six poles or portion thereof)	\$20.00
<b>2. Water:</b>	
Installing mains (1000 lin. ft. or less)	20.00
Additional 1000 lin. ft. or fraction thereof	16.00
Excavation for connection	20.00
<b>3. Sewers:</b>	
Installation of mains (1000 ft. or fraction thereof)	20.00
Additional 1000 lin. ft. or fraction thereof	16.00
Excavation for connection	20.00
<b>4. Cable or Conduit:</b>	
Installing cable or conduit (1000 ft. or less)	20.00
Additional 1000 lin. ft. or fraction thereof	16.00
Excavation in street for connection	20.00
<b>5. Gas or Oil:</b>	
Installing mains (1000 lin.ft. or less)	20.00
Additional 1000 ft. or fraction thereof	16.00
Excavation for connection	20.00

(Ord. 10172, Section 1, 1991: Ord. 7025, Section 2, 1984: Ord. 7021, Section 1, 1984: Ord. 5275, Section 3, 1981: Ord. 1711, Section 4, 1973).

## Exhibit B

### Special Use Permit Fees

**14.30.025 Inspection Fee.** The permit applicant is required to pay an inspection fee at the rate of forty dollars per hour to the department of public works, roads and engineering division, for inspections necessary to establish compliance with the terms and conditions of each special use permit. The fees are in addition to any other county fees and are nonrefundable. The fees shall be collected in accordance with administrative procedures developed by the department of public works. (Ord. 7025, Section 5, 1984).

**14.30.060 Fee.** A fifty dollar application fee to recover the cost of processing the application as determined by the real property division shall be paid thereto upon filing of the application. Such fee is non-refundable. However, the real property division manager shall have the authority to waive such fees for permits when waiver of such fees is in the best interest of the public health, safety, and welfare.

The real property division shall have the authority to charge an annual fee for uses of county property where appropriate considering the duration of the proposed use.

In addition, the real property division shall have the authority to require applicants to reimburse King County for all expenses to be incurred by King County as a result of issuance of a special use permit. Such payment shall be made at the time of permit issuance. (Ord. 7022, Section 1, 1984; Ord. 6254, Section 6, 1982).

**14.46.080 Permit - Application and Inspection Fee.** A. Each application requires a fifty dollar fee payable to the real property division for the administrative costs and expenses of processing the application. B. In addition, the permittee is required to pay an inspection fee to the department responsible for the management of the property to be affected based on the time spent on the job by inspectors during or after construction. (Ord. 7020, Section 1, 1984:

## King County Property Services Division

### Types of Permits Issued by the Property Services Division

**Right-of-Way Construction Permits:** These permits, issued to franchised utilities (water, sewer, cable television, telephone, power and gas), allow them to construct, repair or replace their lines, wires, pipes, poles, conduits, and other facilities within City road rights-of-ways.

**Limited Special Use Permits:** These permits of very short duration (under 1 week) are issued to individuals or organizations to use City streets for such activities as fun runs, street fairs, parades, block parties, and filming.

**House Moving Permits:** These permits allow house moving firms to move houses, school portables and other structures over City streets. Permits are good for a single trip.

**Overweight/Oversize Vehicle Permits:** These permits are issued to move vehicles and equipment which exceed the weight or dimensions (height, width, length) spelled out in RCW 46.44 over City streets. This would include permits for the movement of construction equipment, roof trusses, construction supplies, and large boats.

**Utility Use Permits:** These permits, issued to utilities or individuals installing utility services, are for the use of City property other than road rights-of-way. Examples include a permit for a storm sewer line to connect to a sanitary sewer line on park property or a permit for a water line to cross an open space or drainage facility to serve an adjacent development.

**Special Use Permits:** These permits are issued to individuals or organizations to use any City property (right-of-way, parks, open space, drainage facilities) for non-utility purposes. Examples include a permit to trim trees on City right-of-way, a permit to landscape a drainage facility, or a permit to use a portion of park property for construction staging.

**An Interlocal Agreement Between  
King County and the City of Newport Hills  
For Provision Of Roads Maintenance Services**

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

WHEREAS, the residents of the unincorporated King County areas known as Newport Hills have voted to become an incorporated city, and

WHEREAS, the City desires to provide quality road maintenance and traffic control services for its residents, and

WHEREAS, the City does not have the organization and personnel to provide such services at the present time, and

WHEREAS, the County is able to provide such roads and traffic services for the City, and

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

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

NOW, THEREFORE, the County and City hereby agree:

I. ROADS SERVICES

A. Base Level Services

1. The County proposes to provide roadway and traffic maintenance services, as identified in Exhibit 1, within the City limits, rendering such services at the same level, degree and type as is customarily provided by the County in unincorporated King County, as generally described in the goals identified in the King County Manual for Roads Maintenance Management, Chapters 3 and 6. Actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes. The County is a contractor for the City and will do what the City directs if the request is within its ability to provide.
2. Actual services provided by the County shall be of the type, nature and magnitude subsequently negotiated between the City and the County during annual budget and planning processes which plans and budgets

are legislatively adopted. After adoption, within the constraints of the base level services program described, the City may request adjustments to individual tasks in order to meet specific needs. The County shall consider all such requests and, wherever practicable, alter the work program as necessary. The County is a contractor of services only and does not purport to represent the City professionally other than in providing the services requested by the City.

3. Any changes in the program itself, such as service level increases or decreases, which would change the established budget commitment for labor, equipment and materials shall be negotiated and agreed upon by a mutual written agreement of the County Road Engineer and City Manager.

B. Discretionary Services

1. At the request of the City, the County will provide discretionary services as listed in Exhibit 2. Exhibit 2 may be amended from time to time by a mutual written agreement of the County Road Engineer and City Manager. The amendment shall be appended to this agreement.
2. Other discretionary services, defined as those services which provide an enhanced level of service beyond what is normally provided by the County in the unincorporated areas, and services resulting in installation of new traffic devices (such as traffic signs or pavement markings) or maintenance facilities (such projects which would increase the programmed service levels), will be furnished through the procedure identified in Exhibit 3.

C. County and City Coordination

1. The County will identify specific liaisons for both roadway and traffic maintenance services to handle day-to-day operational activities related to basic and discretionary services. The City will identify a liaison for the same purposes.
2. Emergency work to protect public safety and/or property will be handled as the County and City liaison deem necessary. Emergency work may include, but is not limited to, snow and ice control, slide removal, flood damage to roads and road rights-of-way, traffic signal malfunction, or downed stop sign. The City liaison will be kept informed and involved in the incident as soon as is practicable.
3. The County shall, upon receipt of a copy of a right-of-way construction permit issued by the Property Services Division to a utility company for

work to be done within the City limits, inspect the road restoration work completed by that company to ensure that it meets County/City standards.

4. Non-emergency citizen requests will be referred to the City. Examples of non-emergency services are listed in Exhibit 1, Section 2. The City will be responsible for prioritizing requests.

D. Personnel and Equipment

1. The County is acting hereunder as an independent contractor so that:
  - a. Control of personnel standards of performance, discipline and all other aspects of performance shall be governed entirely by the County;
  - b. Except as described in D.3. below, all persons rendering service hereunder shall be for all purposes employees of the County.
2. The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of roadway and traffic services herein described and subsequently authorized by the City.
3. In the event the County uses contract services to perform one or more of the basic or discretionary services for the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

E. Compensation

1. **Costs.** In consideration for both base and discretionary services provided by the County as set forth herein, the City promises to pay the County for actual costs (including direct labor, employee benefits, equipment rental, materials and supplies, utilities, permits) and administrative overhead costs.
2. **Billing.** The costs of services, both basic and discretionary, will be billed monthly. The monthly bill will reflect actual costs plus the administrative overhead rate.



Utility inspection cost of services monthly billing will be sent directly to the appropriate utility company with a copy of the billing sent to the City for information purposes. The bill will reflect the hourly rate for utility inspection services, which includes administrative overhead. Questions about individual bills will be answered by the King County utility inspection unit.

Payments are due within 30 days of invoicing by the County.

3. **Extraordinary Costs.** The City shall be responsible for any extraordinary costs resulting from the City's decision to modify services.

F. City Responsibilities

In support of the County providing the services described in Sections 1 and 2 above, the City shall:

1. Confer hereby the authority on the County to perform the roads and traffic maintenance services in areas within the City limits for the purposes of carrying out this agreement.
2. Grant the County the authority to act as its agent to inspect roadway restoration done by utility companies within its corporate limits. The inspections will be initiated through the right-of-way construction permit process identified in the contract services agreement between the County and City related to property services.
3. Agree that when the County provides engineering and administrative services for the City, the County Road Engineer may exercise all the powers and perform all the duties vested by law or by resolution in the City Engineer or other officer or department charged with street administration.
4. Adopt by reference all of the County codes necessary to provide authority for the County to perform the services of this agreement; for example, road standards, speed limits and parking regulations.

G. Duration

This agreement is effective upon signature by both parties. The agreement shall renew automatically from year to year unless either party provides written notice by April 1 of its intent to terminate or substantially change the agreement effective January 1 of the next calendar year.

H. Indemnification

Washington state law shall govern the respective liability between the parties to this agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this contract.

I. Non-discrimination

The County and the City certify that they are Equal Opportunity Employers. The County has developed and implemented Affirmative Action Programs in accordance with the guidelines in Revised Order 4 of the United States Department of Labor. The City will develop and implement Affirmative Action Programs which meet the applicable federal standards.

J. Audits and Inspections

The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or the City during the term of this contract and three (3) years after termination.

K. Amendments

The Agreement may be amended at any time by mutual written agreement of the signatories of this agreement.

L. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

M. Contract Administration

The parties shall each appoint representatives to review contract performance and resolve problems which cannot be dealt with by the County and City liaisons. Each party shall notify the other in writing of its designated representatives. The representatives from the County will include the Roads Division and the Office of Financial Management. The County and City liaisons will meet at least quarterly, with either party authorized to call additional meetings with ten days written notice to the other.

Any problem which cannot be resolved by the parties' designated representatives shall be referred to the City Manager and the King County Director of Public Works for settlement.

N. Invalid Provisions

If any provision of this agreement shall be held invalid, the remainder of the agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS THEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF NEWPORT HILLS

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

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Approved as to Form

Approved as to Form

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Exhibit 1**

1. **Base Level Services** King County proposes to provide roadway and traffic maintenance services within the city limits of Newport Hills at the levels described in Section 1 of the agreement as follows: (Actual levels of service provided by the County will be those adopted by the City and the County in annual budget processes. The County is a contractor for the City and will do what the City directs if the request is within its ability to provide.)
2. **Roadway Maintenance** The following are examples of services and roadway features which may or may not be included in roadway maintenance services provided by the County. Actual services provided will be those requested by the City which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features. The County is not responsible for, and will not conduct any reconstruction or maintenance whatsoever to City sidewalks unless specifically requested to do so in writing by the City.
  - 2.1. **Traveled Way/Roadway Surface:** Patching, crack pouring, prelevel, pavement replacement, grading, and dust control.
  - 2.2. **Shoulders:** Restoration construction, paving, curb and gutter repair, restoration, spraying, and extending pavement edge.
  - 2.3. **Drainage:** Installation of drainage pipe, curb, catch basins, culvert headers/trash racks; hand ditching, drainage pipe repair, catch basin, manhole cleaning, blade ditching/shoulder pulling, drainage systems cleaning, pipe marking, drainage preparation, catch basin repair, culvert header/trash rack replacement and repair, bucket ditching, catch basin replacement, erosion control, catch basin/manhole cover replacement, silt removal, Ditchmaster ditch cleaning.
  - 2.4. **Structures:** Installation of rock, gabion and rip-rap walls, guardrails, fencing, median barrier walls; rock wall repair or replacement, guidepost installation, guardrail repair, retaining wall repair, median barrier replacement, guardrail post removal, fencing repair, bridge repair.
  - 2.5. **Traffic and Pedestrian Facilities:** Concrete sidewalk installation; sidewalk/walkway repair (if requested by the City, i.e. Exhibit 1, paragraph 2, lines 6-8), hazardous material cleanup, street sweeping, street flushing, snow and ice control, traffic control.
  - 2.6. **Roadside:** Landscape restoration; slope/shoulder mowing, litter pickup, hand brushing, danger tree removal, landscape maintenance, slide removal, ornamental tree maintenance, tree trimming, hand mowing, roadside and spraying, tansy ragwort spraying, washout repair.

3. **Traffic Maintenance** The following are examples of services and roadway features which may or may not be included in traffic maintenance services provided by the County. Actual services provided will be those requested by the City which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all roadway features.
- 3.1. **Sign Maintenance:** Replacing faded sign faces and rotten posts, straightening leaning posts, cleating uncleated posts, relocating signs for visibility or pedestrian safety, maintenance of vandalized signs or signs damaged by vehicle accidents, inspection of signs to check for reflectivity, cutting or trimming bushes or limbs blocking visibility, removal of signs when appropriate.
  - 3.2. **Crosswalks:** Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
  - 3.3. **Stop Bars:** Refurbishing with thermoplastics and temporary tape, and removal when appropriate.
  - 3.4. **Arrows/Legends:** Remarking worn arrows, removing when appropriate.
  - 3.5. **Curb Painting:** Maintenance of curbing, islands, and parking stalls.
  - 3.6. **Raised Pavement Markers:** Removal and replacement of raised pavement markers or rumble bars.
  - 3.7. **Striping:** Painting linear road stripes on pavement, such as centerlines, edge lines, radius and channelization, and removal of line, stripes or symbols from the pavement.
  - 3.8. **Street lights:** Replacement of light bulbs in existing street lights not maintained by power companies, repair and replacement of street light heads, poles or wiring.
  - 3.9. **Utility locating:** Locating underground traffic facilities for utilities or other digging operations.
  - 3.10. **Signal Maintenance:** Replacing and cleaning light systems for signal and flasher displays and signs, installation and repair of vehicle detector loops, checking and adjusting signal timing, examining traffic signal operation to assure it is operating as intended, inspecting hardware for wear or deficiencies, testing and repairing of electronic control devices and components, repair or replacement of signal and flasher displays, supports or wiring external to controller cabinet, modification of controller cabinets, testing of new and modified cabinets and control devices, traffic counter testing and repair and preventative maintenance.
  - 3.11. **Flasher/crosswalk preventative maintenance:** Examining to assure equipment is operating as intended and inspecting hardware for wear or deficiencies.

- 3.12 Traffic and roadway maintenance service levels as set by the City shall reflect City policies and may or may not be similar to County policies. The City shall solely be responsible for setting service level policies for all roadway features. The County is merely a contractor for purposes of implementation of City policy.

**Exhibit 2**Discretionary Services

King County proposes to provide the following roads discretionary services within the city limits of Newport Hills at the same level, degree and type as is customarily provided by the County in the unincorporated areas: Actual services provided will be those requested by the City which services will be in the magnitude, nature and manner requested by the City. The City will set its own service standards for all discretionary services. The County is not responsible for, and will not conduct, any reconstruction or maintenance whatsoever to City sidewalks unless specifically requested to do so in writing by the City.

Inspection of construction by utility companies to ensure that road restoration is done to County/City standards;

Continuously update the approximately 10 engineering maps covering the newly annexed areas within City boundaries to reflect new roadways and plats;

Maintain and update road log inventory;

Update and maintain the Pavement Management System (PMS) for streets within the City limits.

**Exhibit 3****Discretionary Services Request Process**

1. Request for services is received or identified by the City.
2. City determines if it is a discretionary or basic service. If discretionary, City liaison fills out a Request for Discretionary Road Maintenance Service Form A (attached).
3. City Manager or designee signs Form A under the "authorization for County to proceed" section.
4. Form A is faxed to the County liaison.
5. County liaison delegates the request to the appropriate section for investigation.
6. Following the investigation, the Form B section of the Discretionary Request is filled in by the appropriate section representative (Form B includes the recommended action, cost estimate, work order number and proposed schedule -- see attached).
7. The County Road Engineer reviews the request and signs if approved. The signed Form B is forwarded to the City and to the section who will accomplish the work.
8. If the cost estimate is over \$500, Form B is faxed back to the City liaison for an approval signature by the City Manager or designee to expend over that amount.
9. Once Form B has been completed and returned to the appropriate section, the work is begun.
10. When the work has been finished, a copy of the completed work order is mailed or faxed to the City.
11. The County and City liaisons maintain a file of completed Work Orders and copies of the Discretionary Service Request forms.
12. The County liaison maintains a tracking system of the Discretionary Service Requests and provides the City with an updated copy at least quarterly.



REQUEST AND APPROVAL FOR DISCRETIONARY  
ROAD MAINTENANCE SERVICE - NEWPORT HILLS

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requestor Name:

Address:

Telephone:

Authorization for Request of Discretionary Service:

\_\_\_\_\_  
Newport Hills Authorized Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

FORM B

Date:

Project/Work Order Number: \_\_\_\_\_

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

\_\_\_\_\_  
County Road Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Newport Hills Authorized Signature

\_\_\_\_\_  
Date

AN INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF NEWPORT HILLS  
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 (SWM) Division, and the City of Newport Hills, a  
3 municipal corporation, for the provision of surface water services to Newport Hills and  
4 the collection and transfer of Newport Hills' surface water management revenue by King  
5 County.

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

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

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

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

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

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

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

25 NOW THEREFORE, the parties hereto agree as follows:

26 I. Purpose of the Agreement

27 A. The purpose of this Agreement is to provide the means by which King  
28 County can provide the City of Newport Hills and its residents with  
29 continuation of drainage related services and the collection of the revenue  
30 necessary to support those services.  
31  
32

- 1 B. This Agreement establishes the means by which King County can act as  
2 Newport Hills' agent in the billing and collection of the Surface Water  
3 Service Charge.
- 4 C. This Agreement sets forth the services which the parties agree will be  
5 provided within the Newport Hills city limits, and provides estimates of the  
6 cost of those services and of the revenue to be collected in support of those  
7 services.
- 8 D. This Agreement establishes procedures for documenting and reviewing the  
9 levels and costs of actual services delivered.
- 10 E. This Agreement provides for making adjustments to the amount, type and cost  
11 of services requested by Newport Hills and provided by King County.
- 12 F. This Agreement covers the period from the City's incorporation date in 1994  
13 to the end of 1994, and the calendar years 1995 and 1996. King County will  
14 initiate the delivery of services under this Agreement on the incorporation  
15 date.

16 II. Management of Contracted Drainage Services

17 A. Project Management Team

- 18 1. The delivery of services under this Agreement will be managed by a  
19 Project Management Team composed of the King County Surface Water  
20 Management Division Manager or designee and the Newport Hills City  
21 Manager or designee with additional staff to be determined by each party.
- 22 2. The Project Management Team or designees shall be available to meet at  
23 least quarterly, more often if requested by either party to this Agreement,  
24 to review records and invoices related to the services provided through  
25 this Agreement or to discuss other service-related issues.
- 26 3. The Project Management Team will, as needed, develop and implement  
27 procedures for adjusting the type and level of services, as set forth in this  
28 Agreement, to be provided to the City, and/or for requesting and  
29 providing additional services not set forth in this Agreement.
- 30 4. The Project Management Team will use consensus to reach agreement.  
31 In the event consensus cannot be reached, issues requiring agreement will  
32

1 be forwarded to the Director of the King County Department of Public  
2 Works and the City Manager of Newport Hills for resolution.

3 **III. Responsibilities of the Parties**

4 The responsibilities of the parties under this Agreement relate to authorizing,  
5 coordinating and providing drainage related services to Newport Hills and its  
6 residents.

7 **A. King County**

- 8 1. King County agrees to provide the services as set forth in the  
9 "Description of Contract Services" addendum attached to this Agreement  
10 as Exhibit One and incorporated herein.
- 11 2. King County will bill Newport Hills property owners for the surface  
12 water management service charge, using the King County property tax  
13 statement, and will collect and transfer the revenue to Newport Hills on  
14 an approximately monthly basis.
- 15 3. King County will inform Newport Hills officials of delinquent accounts.
- 16 4. King County will keep records of services delivered in Newport Hills and  
17 will make said records available to Newport Hills at least quarterly or as  
18 requested.

19 **B. Newport Hills**

- 20 1. Newport Hills 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  
26 service charge and providing drainage services.
- 27 2. Newport Hills will adopt such policies and procedures as are required to  
28 manage the delivery of specific services under this Agreement.
- 29 3. Newport Hills will adopt King County's existing rate structure for 1994,  
30 as set forth in Exhibit Three, attached to this Agreement and incorporated  
31 herein.  
32

1 a. If the City changes its service charge rate structure for 1995 or  
2 1996, it will notify the County of the new rate, and any adjustments  
3 to that rate, at least 60 days prior to year-end, allowing time for the  
4 County to make necessary adjustments to the billing system.

5 4. Newport Hills will be responsible for all actions pursuant to delinquent  
6 accounts, including the use of liens and foreclosures on Newport Hills  
7 property owners, after the date of incorporation.

8 IV. Description of Services

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

12 A. Enforcement Services

13 1. Should Newport Hills wish King County to provide enforcement services  
14 for the City's drainage and/or water quality codes, Newport Hills must  
15 adopt sufficient authority to perform specific tasks associated with  
16 enforcements, and to allow the County to undertake specific enforcement  
17 tasks within City limits. Such authority includes drainage standards  
18 identical or very similar to King County Code 9.04, water quality control  
19 provisions identical or very similar to King County Code 8.12, and  
20 enforcement procedures identical or very similar to King County Code  
21 Chapter 23.

22 2. Enforcement-related services King County is able to provide are limited  
23 to the following general functions: investigating potential violations,  
24 advising the City on rectifying situations caused by violations, and  
25 providing assistance in cases involving violations. Specifically, the  
26 County may perform the following:

- 27 a. conduct research and site visits to determine whether a violation  
28 exists;
- 29 b. develop a form "Notice of Violation";
- 30 c. advise the City regarding correction of the violation;
- 31 d. develop a report to the hearing examiner;
- 32 e. attend hearings and provide testimony on the City's behalf;

- 1 f. evaluate corrections/compliance and report to the City;
- 2 3. In cases requiring enforcement of Newport Hills' drainage and/or water
- 3 quality codes, the City must initiate and prosecute actions. Specifically,
- 4 Newport Hills shall conduct the following enforcement-related activities:
- 5 a. initiate the enforcement action;
- 6 b. issue notice of violation;
- 7 c. coordinate repair/reconstruction with owner;
- 8 d. conduct enforcement hearings;
- 9 e. release notice and order upon completion of repairs;
- 10 f. collect/negotiate fines;
- 11 g. defend its ordinances.
- 12 4. Newport Hills is responsible for legal services relating to enforcement
- 13 actions.

14 B. Request-Basis Services

15 King County will provide Public Involvement services, as described on

16 Exhibit One, and Technical Services, as described on Exhibit Four, only upon

17 written request from Newport Hills. Provision of these request-basis services

18 is subject to the availability of King County staff.

19 V. Capital Project Design and Construction

20 A. Large Capital Projects

- 21 1. Design and construction of large capital improvement projects are not
- 22 proposed as service elements of this Agreement. For King County
- 23 purposes, large capital projects are generally defined as having total
- 24 project costs in excess of \$50,000 and construction costs in excess of
- 25 \$25,000, and requiring King County to utilize outside contractors for
- 26 construction.
- 27 2. King County staff are available to discuss with City representatives
- 28 design and/or construction of potential or proposed large capital
- 29 improvement projects. Any such projects for which the City wished to
- 30 use County design and/or construction services would be subject to a
- 31 separate interlocal agreement.
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B. Small Capital Projects

- 1. Potential small capital projects to address drainage problems primarily affecting public or private property may be identified in the course of normal service delivery, such as drainage complaint response or other service programs. For King County purposes, small capital projects are generally defined as those for which total design and construction costs do not exceed \$50,000, construction cost does not exceed \$25,000, and for which King County is not required to utilize outside contractors for construction.
- 2. At the City's request, County staff is available to assist the City in preparing and executing a small capital project program. Such a program may include specifying pathways through which potential projects are identified, formulating criteria for prioritizing potential projects, and setting out processes for project design and construction.
- 3. If the City requests the County to provide design and/or construction services for specific small capital projects, these services will be subject to a separate agreement. Such an agreement would include provisions stating the City's responsibilities regarding the completed facility.

C. The May Creek drainage basin, partially encompassed by the City of Newport Hills, is the subject of a basin plan projected for completion in 1995. It is expected that potential large and/or small capital projects will be identified in the plan. Should the City of Newport Hills become an implementing partner in the basin plan and choose to proceed with any capital facilities the plan identifies within city limits, provisions for design and construction of said facilities will be addressed in a basin plan implementation agreement and not through this Agreement. If the city wishes to pursue construction of capital projects ahead of the basin plan schedule, any requested involvement by King County will be governed by Section V.A.2. of this Agreement.

1 VI. Financial Arrangements

2 A. Revenue Collection

- 3 1. King County will collect and distribute to Newport Hills revenue received  
4 from properties within the city limits of Newport Hills using the  
5 combined Property Tax and Drainage Billing Statement.
- 6 2. King County will hold revenues collected for Newport Hills in a separate  
7 account and will disburse the revenue to the City on an approximately  
8 monthly basis.
- 9 3. Newport Hills will pay the County for revenue collection and  
10 disbursement as set forth in the "Estimated Annual Revenue and Service  
11 Costs" schedule attached to this Agreement as Exhibit Two and  
12 incorporated herein.
- 13 a. Newport Hills will pay an annual per-account fee for surface water  
14 management service charge billing and revenue collection services.  
15 The fee is two dollars and seventy-nine cents (\$2.79) for 1994 and  
16 is adjustable on an annual basis.
- 17 b. Newport Hills will pay a one-time fee of one dollar and eighty six  
18 cents (\$1.86) per account to cover the cost of modifying the billing  
19 system for Newport Hills accounts. The fee will be billed and paid  
20 in two annual installments of ninety-three cents (\$0.93). The first  
21 half of the charge will appear on the first bill for services.
- 22 c. The City will pay the County a flat one percent (1%) of all revenue  
23 collected by the County for the City under the terms of this  
24 Agreement, except those revenues collected as a result of City  
25 enforcement action. This charge will remain unchanged for the  
26 duration of this Agreement and will be deducted from the revenues  
27 collected on a monthly basis by the County and forwarded to the  
28 City. This charge is reflected on Exhibit Two to this Agreement.

29 B. Costs

- 30 1. The costs for services shown in Exhibit Two represent the estimated  
31 annual costs for the service levels indicated, Cost estimates are based,  
32 where information is available, on actual costs for services delivered in



1 previous years in the now incorporated area. Where previous year  
2 actuals are not available, projections of service costs are based on  
3 average direct costs for services throughout the King County service area.

4 Cost estimates are acknowledged to be the best projections for service  
5 and cost available at the time the Agreement is entered into.

- 6 2. The estimates account for the costs of direct services plus an  
7 administrative overhead charge as required by King County Council  
8 Motion No. 8689.
- 9 3. Quarterly invoices will reflect actual costs of services delivered to  
10 Newport Hills plus administrative overhead charges.
- 11 4. Adjustments to the type and level of service and cost of services are  
12 subject to the annual budget processes of King County and Newport  
13 Hills. Costs for 1995 and 1996 will reflect relevant economic adjustments  
14 such as cost of living increases adopted by the King County Council.
- 15 5. In the event that King County may be required or requested to provide  
16 SWM services to Newport Hills in unscheduled or unpredictable  
17 circumstances or events, the parties will agree in writing for additional  
18 payment of services should those extraordinary service costs cause the  
19 total of estimated services as set forth in Exhibit Two to be exceeded.

20 C. Billing and Payments

- 21 1. King County will prepare and present to Newport Hills quarterly invoices  
22 showing the actual services provided and the total cost of those services.  
23 The first invoice will cover the period from October 1, 1994 to  
24 December 31, 1994; thereafter invoices will reflect three months of  
25 activity.
- 26 2. Newport Hills will pay King County within 45 days after receipt of each  
27 invoice.

28 VII. Effectiveness and Duration

29 This Agreement will be effective upon signature by the parties and will remain in  
30 effect until December 31, 1996.

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 Newport Hills, the  
6 City will be responsible for actual costs for services to the end of the quarter  
7 in 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,  
10 agents 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  
29 damages are awarded against the City, the County or both, the City shall  
30 satisfy the 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,

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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, 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 agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Approved as to Form

**KING COUNTY:**

\_\_\_\_\_  
Deputy Prosecuting Attorney

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

**CITY OF NEWPORT HILLS:**

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
City Manager

Exhibit OneDescription of Contract Services

King County will collect the surface water management service charge revenue for Newport Hills, which the City will use to finance its surface water management program. Services supporting the program will be provided under this contract by King County, with annual service costs detailed on Exhibit Two. Services to be provided are described below:

**Drainage Investigation and Regulation.** Response to, investigation of and assistance toward resolving drainage and water quality complaints from Newport Hills residents; engineering reviews and technical assistance for potential code violations and drainage problems primarily affecting private property; engineering reviews for potential drainage studies.

**Facilities Maintenance.** Inspection and maintenance of all residential stormwater facilities; inspection of commercial stormwater facilities and coordination for commercial facility maintenance; inspection- and maintenance-related technical services.

**Billing Services and Revenue Collection.** Maintaining and updating Newport Hills' customer information database; processing and mailing billing statements and other correspondence; collecting and transferring cash receipts; incorporating surface water management fee rate changes; providing reports; and customer service.

**Public Involvement.** Prevention of drainage problems and protection of aquatic resources through public awareness and education, volunteer activities, and citizen involvement in surface water management plans and policies. Specific Public Involvement activities include: stenciling of storm drains to prevent water pollution, volunteer projects, educational workshops, community stewardship grants, preparation and installation of interpretive signs for water features, and publications on citizen involvement in watershed protection. Provision of Public Involvement services is subject to Newport Hills' specific written request.

**Technical Services.** Consulting-type services on the full range of surface water management issues. Services are available on an hourly basis, upon Newport Hills' request and subject to availability of provider SWM staff.

**Small Capital Improvement Program Preparation and Implementation.** Assistance with setting goals and criteria for a small capital improvement program to address localized flooding and erosion problems; and identification, design and construction of specific projects.

## Exhibit Two

Estimated Annual Revenue and Service Costs

	\$	<u>Notes/Assumptions</u>
<u>Revenue Estimate</u>	<u>247,000</u>	
<u>Service Costs</u>		
<u>Drainage Investigation and Regulation</u>		
• Drainage and Water Quality Complaint Response	4,500	Figures represent projected annual needs, based on historical averages for numbers and types of services performed in Newport Hills.
• Engineer Reviews	1,000	
• Technical Assistance/Enforcement for Code Violations	1,500	
Subtotal	7,000	
<u>Facilities Maintenance</u>		
• Residential and Commercial Facility Inspection	16,000	
• Residential Facility Maintenance*	25,000	
• Technical Engineering Services	1,500	
Subtotal	42,500	
<u>Public Involvement</u>		
• Storm drain Stenciling	2,500	One event
• Volunteer project	5,200	One event
• Workshop	6,500	One event
• Community Stewardship Grant	3,000	Administration for one grant. Actual funds granted will come from the City of Newport Hills.
Subtotal	17,200	
Billing and Customer Service	8,240	Based on service for 2,215 accounts†
Office of Financial Management charge for revenue collection	2,470	Based on 1% of \$247,000 (projected annual service charge revenue)
<u>Technical Services</u>		Services are provided on an hourly basis.
<b>TOTAL SERVICES</b>	<b>\$77,410</b>	

\*Repairs to any single facility estimated to exceed \$2,000 will be pre-authorized in writing by the City of Newport Hills.

†Charge of \$8,240 includes: a \$2.79 per-account charge for ongoing billing and revenue collection, per Agreement Section VI B. 3. a; and a \$.93 per-account charge for one-time billing system modification, per Agreement Section VI B. 3. b. The billing and revenue collection charge will apply and is adjustable. The \$.93 per-account charge will be assessed in 1994 and 1995 but not thereafter.

Exhibit Three1994 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.

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.

Technical Services

Service Category	Specific Services Available
General and Planning	<ul style="list-style-type: none"> <li>• Developing and planning a comprehensive drainage-related work program for Newport Hills</li> <li>• Compliance with Growth Management Act requirements and assessment of related issues</li> <li>• Presentations to Newport Hills officials or groups on specific surface water management needs, issues or problems</li> <li>• Integration of drainage concerns with changes or additions to land use and zoning regulations</li> </ul>
Capital Facilities	<ul style="list-style-type: none"> <li>• Technical design support for capital solutions to drainage problems</li> <li>• Design and construction administration</li> <li>• Effectiveness monitoring of completed facilities</li> </ul>
Drainage Investigation and Regulation	<ul style="list-style-type: none"> <li>• Interpretation and application of surface water design manual provisions</li> <li>• Assistance with identifying surface water runoff impacts for proposed developments</li> <li>• Technical assistance with addressing surface water impacts of land grading and clearing activity</li> <li>• Development of regulations and ordinances related to storm and surface water management</li> <li>• Development and implementation of enforcement criteria and procedures</li> </ul>
Facilities Maintenance	<ul style="list-style-type: none"> <li>• Consultation on types and maintenance requirements of constructed drainage facilities</li> <li>• Assistance in establishing facilities maintenance standards and responses to noncompliance</li> </ul>
Water Quality	<ul style="list-style-type: none"> <li>• Support for state grant applications for restoration study or aquatic weed control in Lake Boren</li> <li>• Assistance with permits and programs pursuant to National Pollutant Discharge Elimination System requirements</li> <li>• Development and implementation of a water quality ordinance</li> <li>• Surveying for illicit hookups to storm drains</li> </ul>

Services are provided and charged on an hourly basis. Hourly rates vary according to specific SWM staff providing the service.