

Clerk's  
Receiving  
Number 006  
Date 5/29/97  
City  
Clerk  
C-97-05

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

WHEREAS the City will incorporate on or about August 31, 1997, 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.
  - 1.8. The City will be solely responsible for the review and issuance of all Limited Special Use Permits, those permits of short duration issued to individuals or organizations to use City streets for such activities as fun runs, street fairs, parades, block parties and filming.
  - 1.9. The City will be solely responsible for the review and issuance of all Special Use Permits, those permits which are issued to individuals or organizations to use any City property (right-of-way, parks, open space, drainage facilities) for non-utility purposes such as a permit to trim trees, landscape a drainage facility or use of a portion of park property for construction staging.
2. County Responsibilities. The County agrees to act as the City's agent through the Property Services Division to perform the following in accordance with enabling ordinances and Property Services Division administrative procedures:
- 2.1. To continue to process applications for use of City-owned real property if the application is filed with the County before August 31, 1997 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. The County further agrees to fax to the City a copy of each permit issued on behalf of the City on the day the permit is issued.
  - 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 as 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 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 a damage is brought against the County or the City and the County, the City shall defend the same its sole cost and expense; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

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

the City will be billed and will pay to the County an amount equal to the fee that would have been paid by the applicant.

- 5.1. **Right-of-way construction permits for franchised utilities:** Fees shall be as provided in King County Code 14.44.040, as amended, attached as Exhibit A.
- 5.2. **House moving permits:** \$50 per permit.
- 5.3. **Overweight/oversize vehicle permits:** \$10 per permit.
- 5.4. **Utility use permits, and special use permits:** Fees shall be as provided by King County Code 14.30.025, 14.30.060 and 14.46.080, as amended, attached as Exhibit B.

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

7. Administration. This agreement shall be administered by the Manager of 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 Maple Valley

\_\_\_\_\_  
King County Executive  
8-27-97

\_\_\_\_\_  
City Manager  
August 14, 1997

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney  
8-25-97

\_\_\_\_\_  
City Attorney  
8-14-97

\_\_\_\_\_  
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:

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