

July 17, 1995  
420M4 DRC

Introduced By:

BRUCE LAING

Proposed No.:

95 - 554

MOTION NO. **9688**

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A MOTION authorizing the county executive to enter into an interlocal agreement with the city of Bellevue relating to the processing of building permits and land use applications

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WHEREAS, the city of Bellevue has annexed certain areas of unincorporated King County, and

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WHEREAS, all local governmental authority and jurisdiction with regard to the annexed area has been transferred from the County to the City, and

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WHEREAS, the City desires to secure certain municipal services relating to the processing of building permits and land use applications from the county for its residents in the annexed areas, and

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WHEREAS, the county has the capability of providing the requested municipal service;

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NOW, THEREFORE, BE IT MOVED by the Council of King County:  
The county executive is authorized to execute an interlocal agreement, substantially in the form attached, with the city of Bellevue for the processing of certain building permits and land use applications.

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PASSED by a vote of 13 to 0 this 23<sup>rd</sup> day of October, 1995.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Kent Pullen  
Chair

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ATTEST:

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Guill A. Peterson  
Clerk of the Council

Attachment: Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF BELLEVUE  
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 Bellevue, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS the City has annexed areas of unincorporated King County identified in attached Exhibit A (hereinafter referred to collectively as the "annexation area"); and

WHEREAS all local governmental authority and jurisdiction with respect to the annexation area transferred from the County to the City upon the date of annexation; and

WHEREAS the County and City agree that having the County continue to process certain annexation 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 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. Building-Related Applications Review.

1.1. Except as provided in section 1.2 below, the County shall continue to review and approve, approve with conditions, or

deny all vested permit applications filed with the County before the effective date of annexation which involve property within the annexation area. Review shall occur in accordance with those County regulations under which the application is vested, and in a manner consistent with sections 2 and 3 of this agreement.

Said review shall include follow-up inspections and enforcement of conditions of approval, issuance of extensions for completion of inspections, issuance of ancillary permits (for example, fire & mechanical) which are essential for completion of each original project permit, and issuance of certificates of occupancy at completion of the project. 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.

1.2 The County will prepare and send to the City a list of all building related permits and applications pending within the annexation area. Those applications which the City determines have not vested shall be excluded from further County review pursuant to this agreement. For purposes of this agreement, the determination of whether a particular application has vested shall be made by the City. The City or County may exclude from this agreement any additional permits or applications on the list. Such exclusion shall be exercised by written notice to the

County or City within thirty (30) days following the date on which the applicable list is delivered to the City.

2. Land Use Related Applications Review

2.1 Except as provided in section 2.5 below, the County shall continue to process those vested land use related applications filed with the County before the effective date of annexation which involve property within the annexation area. Processing shall occur in accordance with those County regulations under which the application is vested, and in a manner consistent with sections 3 and 4 of this agreement. The City will determine whether the land use application is vested.

2.2 For those land use applications to be reviewed by the County pursuant to this agreement, the County will prepare a report and recommendation to the City for use by its designated decisionmaker.

2.3. The City shall be responsible for scheduling, providing notice of, and conducting any public hearings required in conjunction with an application. County staff will, at the request of City staff, 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. County staff will not comment on or defend other findings, analysis or recommendations presented by City staff.

2.4. With regard to those subdivisions, and short subdivisions and planned unit developments that have been granted Interlocal.gen

preliminary approval prior to annexation, the County shall complete whatever phase of review the development is in on the date of annexation and then turn the application over to the City for all further processing. For purposes of this agreement, post-preliminary approval review phases include engineering plan approval, final approval, construction inspection approval, and maintenance/defect approval. Nothing in this agreement prohibits or limits the City from negotiating, on a case-by-case basis, with the County for additional work and completion of subsequent phases. All financial guarantees required of the applicant at completion of a current review phase to secure compliance with the requirements of subsequent phases, shall be filed with or turned over to the City, which shall have sole discretion on the assessment of required performance and the release of said guarantees.

2.5. The County will prepare and send to the City a list of all land use related permits and applications pending within the annexation area. Those applications which the City determines have not vested shall be excluded from further County review pursuant to this agreement. For purposes of this agreement, the determination of whether a particular application has vested shall be made by the City. The City or County may exclude from this agreement any additional permits or applications on the list. Such exclusion shall be by written notice to the County or City within thirty (30) days following the date on which the applicable list is delivered to the City.

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### 3. SEPA Compliance.

3.1 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 1 and 2 of this agreement. The City shall designate and identify a SEPA responsible official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the annexation 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 annexation area shall be heard by the City. The County will notify the City's responsible official when a SEPA determination is required and will not take final action upon 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 include:

- \* review of an applicant's environmental checklist and collection of relevant comments and facts;
- \* preparation of a proposed SEPA threshold determination with supporting documentation for approval, publication and notice by the City's responsible official;
- \* preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's designated appeal hearings officer;
- \* attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- \* preparation of any required draft, final, addendum or supplemental EIS for approval of the City's

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responsible official;

- \* coordination of adopted or required SEPA measures of mitigation with project staff.

3.2 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. With respect to activity performed by the City, any applicable fees collected by the City shall be determined under City fee schedules.

4. Administrative And Ministerial Processing.

4.1 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.

4.2 For purposes of this agreement, discretionary decisions shall include, but are in no respect limited to, SEPA procedural determinations and decisions to condition or deny any permit approval on SEPA grounds.

5. Referral of New Requests. The County agrees to advise permit applicants that any new building or land use application or permit requested within the boundaries of the annexation areas must be submitted to the City. The County agrees to accept requests for permit renewals or extensions only when construction has already begun and such renewal or extension is necessary to complete the project under the terms of this agreement. The County agrees to accept requests for ancillary permits only for Interlocal.gen

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.

6. 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 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 said applications.

7. Processing Priority. The County agrees to process annexation area applications in accordance with the County's administrative procedures, at the same level of service as provided County applications. Fees for any services provided by the City shall be determined under the City's fee schedule.

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

9. Termination. This is an interim agreement which is intended to coordinate the provision of permit services to the

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annexation area. Either party may terminate this agreement upon providing at least thirty (30) days written notice to the other party.

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

11. Duration. This agreement shall become effective upon signature of both parties and will terminate as provided in Section 9.

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

13. Legal Representation. Except as set forth in Section 14 below, and except for such routine advice as may be provided to the County in furtherance of its services as described in this

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agreement, the services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

14. Indemnification.

14.1. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement. 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.

14.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations

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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.

14.3 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.

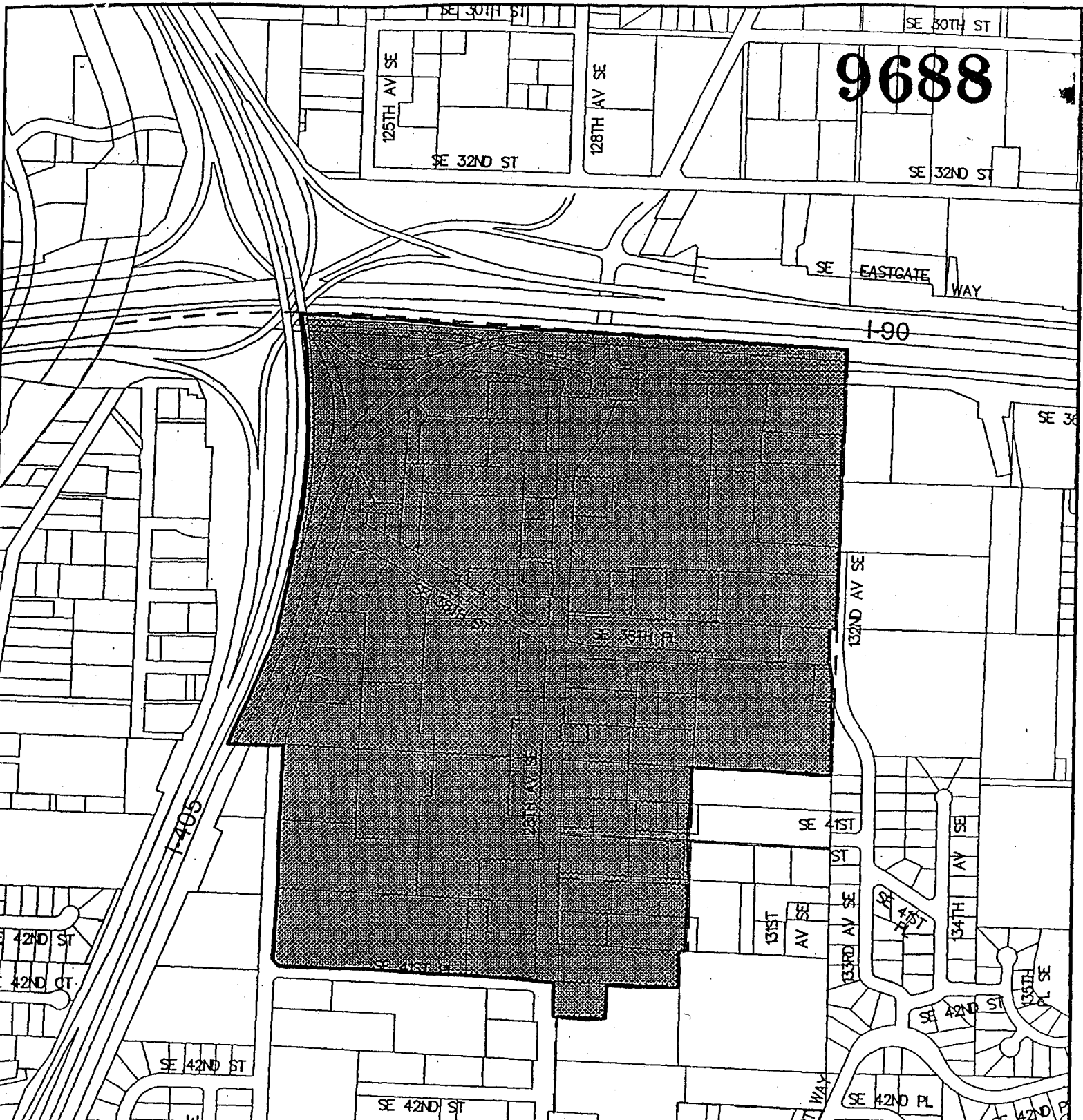
14.4 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

15. Administration. This agreement shall be administered by the Director of the King County Department of Development and Interlocal.gen

Environmental Services or his/her designee, and by the Director of the City of Bellevue Department of Community Development, or his/her designee.

16. 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.

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SE 30TH ST

SE 30TH ST

9688

125TH AV SE

128TH AV SE

SE 32ND ST

SE 32ND ST

SE EASTGATE WAY

WAY

I-90

SE 36

132ND AV SE

SE 38TH ST

124TH AV SE

SE 41ST

SE 42ND ST

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SE 42ND ST

131ST AV SE

131ST ST

133RD AV SE

SE 43RD ST

34TH AV SE

SE 42ND ST

135TH PL SE

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City of Bellevue

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

\_\_\_\_\_  
Dated

Approved as to Form:

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

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Dated

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