

September 25, 1990
JC/1k 13:23J.2

Introduced by: GREG NICKELS

Proposed No.: 90 - 862

MOTION NO. 8077

A MOTION authorizing the executive to enter into an agreement with the City of Tukwila relating to the processing of building and land use applications.

WHEREAS, Cascade View, through annexation, became part of the City of Tukwila on September 1, 1990, and

WHEREAS, all local governmental authority and jurisdiction transfers from the county to the city upon annexation, and

WHEREAS, the county and city agree that having the county, for a transitional period, continue to process certain building permit applications and land use applications will assist in the orderly transfer of authority and jurisdiction;

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

The county executive is authorized to execute an agreement, substantially in the form attached, with the City of Tukwila, to provide processing of building permits and land use applications.

PASSED this 22nd day of October, 1990

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

AGREEMENT BETWEEN KING COUNTY AND THE CITY OF TUKWILA
RELATING TO THE 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, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Tukwila, a municipal corporation of the State of Washington (hereinafter referred to as the "City").

WHEREAS the Cascade View annexation, with the proposed City zoning and land use regulations, was approved by voters in an election held pursuant to King County regulations, and

WHEREAS Cascade View became part of the City on September 1, 1990, pursuant to an ordinance adopted by the City Council, and

WHEREAS all local governmental authority and jurisdiction transfers from the County to the City upon annexation, and

WHEREAS the County and City agree that having the County for a transitional period, continue to process certain building permit applications and land use applications will assist in an orderly transfer of authority and jurisdiction,

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

1. The City shall enact an ordinance that adopts the County's zoning, land use and development regulations relating to the permits and land use applications identified in this agreement. This agreement shall take effect upon the effective date of such ordinance or when executed by the parties, whichever comes later. It is the intent of the parties that the City shall enact all necessary County zoning, land use and development regulations that will enable the County to process permits and land use applications as per the terms of this Agreement.

2. The County, in accordance with the rules and regulations adopted by the City as set forth above in paragraph 1, shall review and continue to review, and approve or disapprove, including follow-up inspection and enforcement of conditions of approval the permit applications listed in Attachment A, Pending Applications in the Cascade View Annexation Area. By mutual agreement the Manager of King County Building and Land Development Division (BALD) and the City Community Development Director may add to Attachment A permit applications filed before September 1, 1990 and inadvertently not included in Attachment A, or those ancillary permits necessary for the completion of projects listed on Attachment A.

The County shall enforce conditions of approval with regard to these applications during the pendency of this agreement through

final inspection approval or final occupancy approval, as applicable. Upon completion of the County's processing, the City shall be responsible for all other enforcement or enforcement actions relating to the permit applications listed in Attachment A. It is the parties' intent that the County's function with respect to these applications is administrative and ministerial only, and that any and all discretionary decisions shall be made by the City and/or its designated decision maker. The County agrees to perform the processing of said applications at the same level of service as provided County applications, including processing time, in accordance with the County's administrative procedures.

3. With regard to the application for short subdivisions that have been granted preliminary approval as of the date of the City's annexation, the County shall continue to provide technical and engineering services, including enforcement of conditions of approval; however, it is expressly understood by the parties that the City shall assume responsibility for making any and all subsequent approvals and discretionary decisions on said applications, including but not limited to engineering plan review and approval, construction inspection and enforcement, final plan review, approval and recording, and bond release and acceptance. The County agrees to perform the processing of said applications at the same level of service as provided County applications, including processing time, in accordance with its administrative procedures.

4. To defray the costs of performing the services pursuant to this agreement, the County shall be authorized to collect filing fees and such other fees as are authorized by the County fee ordinances adopted by the City pursuant to paragraph 1 above or as may be modified at some future date by the King County Council.

5. The City and County recognize that this is an interim agreement. Accordingly, at the City's written request, the County shall cease performing the functions identified in paragraphs 2 and 3 of this agreement and shall transfer to the City all then-pending files and records and unexpended portions of filing fees pertaining to said applications. The 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 the applicants of its assumption of responsibility and jurisdiction.

6. This agreement is effective when signed by the parties and if the City has adopted all rules and regulations required by paragraph 1 above and will terminate upon completion of County processing of permit applications listed on Attachment A for any of the functions not yet assumed by the City under paragraph 5 above. All then pending files and records and unexpended portions of filing fees of the County pertaining to the applications subject to this agreement shall be delivered by the County to the City. The transfer documents shall specify the work performed to date on the application and shall be signed by the appropriate County official.

Upon termination of this agreement, the City will notify applicants of its assumption of responsibility and jurisdiction.

7. Except as set forth in paragraph 8B 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.

8. Indemnification.

A. 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 adoption, existence, validity or effect of City ordinances, rule or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees.

B. 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 judgement 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.

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

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expense; and if final judgement 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.

9. This agreement shall be administered by the Manager of the Building and Land Development Division ("BALD"), or his designee, and the City Community Development Director, or his designee.

10. 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. Further, any modification 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

TUKWILA

King County Executive

Mayor

Approved as to form:

Approved as to form:

King County Prosecuting
Attorney

City Attorney

CM:JC tukbald6