

August 21, 1996
421F2 CVG

Introduced By:

PETE VON REICHBAUER

Proposed No.:

96-696

MOTION NO. **9976**

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A MOTION authorizing the County Executive to enter into two interlocal agreements with the city of Des Moines relating to the Woodmont-Redondo Annexation area.

WHEREAS, the registered voters in an area of unincorporated King County known as the Woodmont-Redondo area, further described in the attachments hereto, have approved the annexation of such area to the city of Des Moines (hereafter city), and

WHEREAS, the City Council of the city of Des Moines has approved the annexation and set the effective date for January 1, 1997, and

WHEREAS, King County (hereinafter the county) and the city have cooperated in identifying specific issues and public responsibilities which concern and affect the residents of the county, the city and the annexation area, and

WHEREAS, the county and the city mutually agree that identifying these issues and responsibilities, and assigning responsibility for addressing or administering them will promote more efficient delivery of regional public services by the county and of local public services by the city, and

WHEREAS, this agreement is consistent with the city's and county's respective Comprehensive Plan policies, and

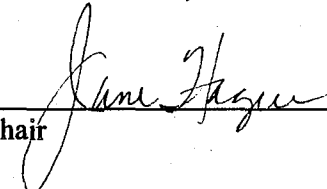
WHEREAS, pursuant to RCW 39.34, the city and the county are each authorized to enter into an agreement for cooperative actions;

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

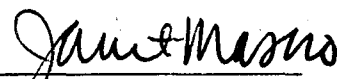
The county executive is authorized to execute interlocal agreements, substantially in the form attached, with the city of Des Moines relating to the annexation of Woodmont-Redondo.

PASSED by a vote of 13 to 0 this 14th day of October, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


DEPUTY Clerk of the Council

Attachments: Two (2) Interlocal Agreements

**AN AGREEMENT FOR INTERJURISDICTIONAL COOPERATION
BETWEEN KING COUNTY AND THE CITY OF DES MOINES CONCERNING
THE PROPOSED WOODMONT-REDONDO ANNEXATION**

This Agreement is hereby made and entered into between King County, a home rule charter county, a political subdivision of the State of Washington, and the City of Des Moines, a municipal corporation of the State of Washington.

WHEREAS, the registered voters in an area of unincorporated King County known as the Woodmont-Redondo area have approved the annexation of such area to the City of Des Moines (hereafter City); and

WHEREAS, the City Council of the City of Des Moines has approved the annexation and set the effective date for January 1, 1997; and

WHEREAS, King County (hereinafter the County) and the City have cooperated in identifying specific issues and public responsibilities which concern and affect the residents of the County, the City and the annexation area; and

WHEREAS, the County and the City mutually agree that identifying these issues and responsibilities, and assigning responsibility for addressing or administering them will promote more efficient delivery of regional public services by the County and of local public services by the City; and

WHEREAS, this agreement is consistent with the City's and County's respective Comprehensive Plan policies; and

WHEREAS, both the County and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into an interlocal governmental cooperative agreement;

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

SECTION I: DEFINITIONS

"Annexation Area" shall mean the Woodmont-Redondo Annexation proposed by the City and described in Attachments 1-A and 1-B which are hereby incorporated by reference and made a part hereof.

SECTION II: LAND USE

A separate agreement relating to the processing of building permits and land use applications will be entered into by the parties.

SECTION III: ROADS

A. As part of the County's road mitigation efforts, pursuant to SEPA and other authority, the County may, in some cases, have required developers of projects within the annexation area

to pay a share of the cost of improving roadways within the proposed annexation area. Following annexation of such projects, the County will assign and transfer any and all legal authority to enforce such requirements. Further, any funds or improvements obtained through such requirements shall belong to the City following annexation, provided that the City shall not be entitled to any transportation impact fees imposed by the County under King County Code Chapter 14.75, Mitigation Payment System ("MPS Fees").

- B. The County agrees to continue to provide routine street maintenance in the proposed annexation area until the annexation becomes effective.
- C. Except as otherwise provided in subsections III (E) through (H), the County agrees to construct and install all street overlays, bridge repairs, and other work that is budgeted for 1996 construction in the annexation area.
- D. The County agrees to provide the City copies of the following information from the area proposed for annexation within six months after the official date of annexation:
1. Final plats and short plats for any approved 90 days or fewer prior to the official date of annexation;
 2. Roadway easements and deeds;
 3. "As built" plans for storm drainage systems, detention facilities, roads and pipes;
 4. Bridge Inspection reports and studies;
 5. Other information that may be useful to the City in maintaining public works and parks facilities and infrastructure transferred to the City by the County due to this annexation.

The City agrees to promptly reimburse the County for the cost of any copies prepared at the City's request.

- E. The County has undertaken and budgeted engineering and construction funds for the construction of the Redondo Seawall and the reconstruction of Redondo Beach Drive South (hereinafter "the Seawall and Road Reconstruction Project"). The parties agree that the County will continue and complete this project according to the County's plans and specifications, including, if necessary, the exercise of eminent domain to acquire any property required for this project, even if the area is annexed to the City before the project is completed. The County agrees to consult with the City on the final design and to take into consideration comments and concerns from the City. However, the County shall have final design and construction authority for this project. In the event property acquisition has not been completed for this project prior to the effective date of annexation, the City agrees to cooperate with the County in acquiring needed right-of-way and other property.
- F. If the area is annexed to the City before the Seawall and Road Reconstruction Project is completed, then, on the date of project completion, the Seawall and Redondo Beach Drive South will become part of the road system of the City of Des Moines. The City will hereafter be responsible for the maintenance and operation of the Seawall and Redondo Beach Drive South, and the City will comply with all conditions imposed by regulatory agencies and permits. The City agrees to keep Redondo Beach Drive South open to through

traffic unless the roadway becomes unsafe due to erosion, structural failure, storm damage, earthquake or other such damage that precludes safe public passage. However, this understanding shall not prevent the City from closing the roadway to through traffic on weekends and special holidays.

- G. If the area is annexed to the City after the Seawall and Road Reconstruction Project is completed, the terms of the preceding paragraph shall apply as of the date of annexation.
- H. If construction on the Seawall and Road Reconstruction Project or on any other pending project has not begun at the effective date of the annexation, the parties agree to revisit the project management responsibility for those projects. If the parties thereupon so agree, the County may continue its management responsibilities for such projects.

SECTION IV: UTILITIES AND PUBLIC SERVICES

Upon the effective date of annexation:

- A. The City shall provide police protection to the annexation area;
- B. The City agrees to continue the planning for, and possible joint financing of, capital projects identified in the Hylebos and Lower Puget Sound Basin Plan;
- C. The City agrees to maintain drainage facilities in the annexation area which were previously maintained by the County. Following annexation, the County shall transfer ownership, title, and rights to any surface water facilities, rights-of-way, easements and maintenance easements to the City.

SECTION V: PARKS AND OTHER PROPERTIES

- A. The County shall transfer title to Wooton Park, Redondo Park, and Woodmont Park within three months after the effective date of annexation. Transfer of these park properties will be subject to a separate interlocal agreement governing the ownership, funding, operation and maintenance of parks, open space, recreation facilities and programs. The City agrees to accept and to thereafter maintain such facilities and abide by any applicable deed restrictions. The County agrees to construct and install any park projects planned or budgeted by the County for the annexation area for 1996.
- B. Within three months after the effective date of annexation, the City shall have the option to purchase, for the amount of back taxes and nominal administrative costs, those tax title parcels (listed in Attachment 2 and by reference incorporated herein) lying within the annexation area which were held in trust by the County upon the annexation effective date.

SECTION VI: ART AND CULTURAL RESOURCES

- A. Public art works owned by the County shall remain the property of the County. In order to protect the setting of art works, the County Art Commission shall review and approve any changes to lands or structures within a 10 (ten) foot radius of County owned public art work. The view from the artwork to the water is an intergral part of the artwork and the City agrees to protect and preserve this view in perpetuity.
- B. The City has adopted policies and procedures for the identification and protection of historic and archeological resources within the City (Ordinance 11124), and designated certain properties within its planning area as historic or archaeological properties of local significance through the document entitled "Historic Properties Survey: City of Des Moines," dated April 1995. The City agrees to review the properties submitted by the County, including those listed in Section V, for possible local significance designation.
- C. The City agrees that its approach to protecting historic and cultural resources will be consistent with the County's Countywide Planning Policies.

SECTION VII: AFFORDABLE HOUSING

The City, through implementation of its Comprehensive Plan, hereby agrees to work with the County and other jurisdictions to promote a fair share of affordable housing in its area of the County.

SECTION VIII: POTENTIAL ANNEXATION AREAS

The County and the City agree to initiate good faith negotiations, and upon mutual agreement, enter into a Potential Annexation Area (PAA) boundary agreement and a detailed service area agreement. The PAA agreement will identify the boundaries of the areas expected to annex to the City during the next 20 years. A detailed services agreement is intended to establish mutual understandings on the development of land, provision of services, and construction and/or operation of capital facilities within the City PAA.

SECTION IX: ADMINISTRATION OF THIS AGREEMENT

The responsibility for administering this interlocal agreement shall rest jointly with the County Executive and the City Manager through their respective designees.

SECTION X: AMENDMENTS

This agreement may be amended only by express written agreement of both the City and the County, pursuant to legislative action by each.

SECTION XI: 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 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.
- B. 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 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 judgment 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.
- C. 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.

SECTION XII: TERM OF AGREEMENT

This agreement shall become effective on the date of its mutual adoption by the City and the County and shall thereafter remain in effect in perpetuity unless otherwise terminated in accordance with Section XIII.

SECTION XIII: TERMINATION OF AGREEMENT

This agreement shall terminate if the Woodmont-Redondo area does not annex to the City by July 1, 1997. In addition, either party may terminate this agreement upon providing 30 days advance written notice to the other party; provided that such termination notice shall not affect the continued validity of those authorizations or obligations set forth in Section III (E) through (H) of this agreement.

KING COUNTY

CITY OF DES MOINES

Gary Locke
King County Executive

Bob Olander
City Manager

Date

Date

Approved as to form:

Norm Maleng
King County Prosecuting Attorney

City Attorney
City of Des Moines

By:

Date

Date

Attachments:

- Attachment 1-A: Legal Description of Annexation Area
- Attachment 1-B: Map of Proposed Annexation Area
- Attachment 2: List of Tax Title Properties

OBSP August 14, 1996
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Beginning at a point on the west line of Tract 10 of Wilson's Five Acre Tracts, according to the plat thereof recorded in Volume 11 of plats, Page 9, Records of King County, Washington, said point being on the north line of the southeast quarter of the southeast quarter of Section 20, Township 22 North, Range 4 East of the Willamette Meridian, and also being on the south city limits line of the City of Des Moines as annexed by city Ordinances No. 550 and 583;

Thence along the south city limits line of the City of Des Moines as annexed by Ordinance No. 583 the following courses:

Easterly along the north line and said north line extended to the east margin of 16th Avenue South;

Thence northerly along said east margin to the north margin of South 252nd Street;

Thence easterly along said north margin to the southwest corner of Block 9, of Saltair Hills, according to plat thereof recorded in Volume 59 of plats, Page 39-41, records of King County, Washington, said point also being on the north margin of South 252nd Street, said point also being the southeast corner of city limits of Des Moines as annexed by Ordinance no. 583 and the southwest corner of city limits of Kent as annexed by Ordinance No. 1002;

Thence continuing along the south city limits line of Kent the following courses:

Easterly along the north margin of South 252nd Street, also being the south line of Blocks 8 and 9 of said plat of Saltair, to the southeast corner of said Block 8; thence southerly along the southerly extension of the east line of said Block 8 to the south line of the northeast quarter of the southwest quarter of section 21, township 22 north, range 4 east of the Willamette Meridian;

Thence easterly along said south line of subdivision to the east line thereof, said point being the northwest corner of the southwest quarter of the southeast quarter of section 21, Township 22 North, Range 4 East of the Willamette Meridian;

9976

Thence southerly along the west line of said subdivision to the south line of the north 400 feet thereof;

Thence easterly along the south line of said north 400 feet of said subdivision to the westerly line of Pacific Highway South (Seattle Tacoma Road) (State Road No. 1) (US 99);

Thence leaving the city limits line of the City of Kent as annexed by Ordinance No. 1002 and going southerly along said westerly margin of Pacific Highway South (Seattle-Tacoma Road) (State Road No. 1) (US 99) to its intersection with the south margin of South 272nd Street;

~~((Thence easterly along said south margin to the easterly margin of Marine View Drive South (12th Place South), or said easterly margin extended northerly to the south margin of South 272nd Street;))~~

Thence westerly along said south margin to the easterly margin of Marine View Drive South (12th Place South) as vacated by King County Ordinance No. 3429, on September 26, 1977;

~~((Thence south along said easterly margin to the south line of the north half of the north half of Government Lot 1, Section 32, Township 22 north, Range 4 East of the Willamette Meridian;))~~

Thence southwest along said margin as vacated to the point of intersection with the westerly extension of the south line of the north half of Government Lot 1, Section 32, Township 22 North, Range 4 East of the Willamette Meridian;

Thence easterly along said south line to the east line of the west half of the northeast quarter of said Section 32;

Thence southerly along said east line of the west half of the northeast quarter and the east line of the west half of the southeast quarter of said section to the south line thereof, said point also being on the city limits line of the City of Federal Way as incorporation by Ordinance No. 8779;

Thence along said city limits line of the City of Federal Way the following courses:

9976

Westerly along said south line of said section to the west margin of Redondo Way South;

Thence northerly along said margin to the northeast corner of Tract A of the plat of Marine Hills East as recorded in Volume 97 of plats at Pages 76-77, records of King County, Washington;

Thence westerly along the north line of said Tract A to the northwest corner thereof, also being the southeast corner of Lot 63 of said plat;

Thence northerly, westerly, southerly, and northwesterly along the boundary of said plat to the northern most point of Lot 76 of said plat, said point also being the eastern most corner of Lot 6 on the plat of Marine Hills No. 17, as recorded in Volume 98 of plats at Pages 50-52, records of King County;

Thence northwesterly to the most northern point on Lot 6 of said plat;

Thence southwestery, southeasterly, and west along the northwesterly boundary of said plat to the northwest corner of Lot 24 of said plat, said northwest corner being on the north line of Government Lot 4 in Section 5, Township 21 north, Range 4 East of the Willamette Meridian;

Thence west along the north line of said Government Lot 4 to the westerly line of the plat of Marine Hills West as recorded in Volume 98, at Pages 53-55, records of King County, Washington;

Thence southwestery and southeasterly along the westerly line of said plat to its intersection with the east line of said Government Lot 4;

Thence south along the east line of said Government Lot 4 to the southeast corner of said Government Lot 4;

Thence west along the south line of said Government Lot 4 and said south line extended westerly to the west margin of 1st Avenue South in the Northeast quarter of Section 6, Township 21 North, Range 4 East of the Willamette Meridian;

9976

Thence north along said west margin and the northerly extension of said west margin to its intersection with the shoreline of Puget Sound;

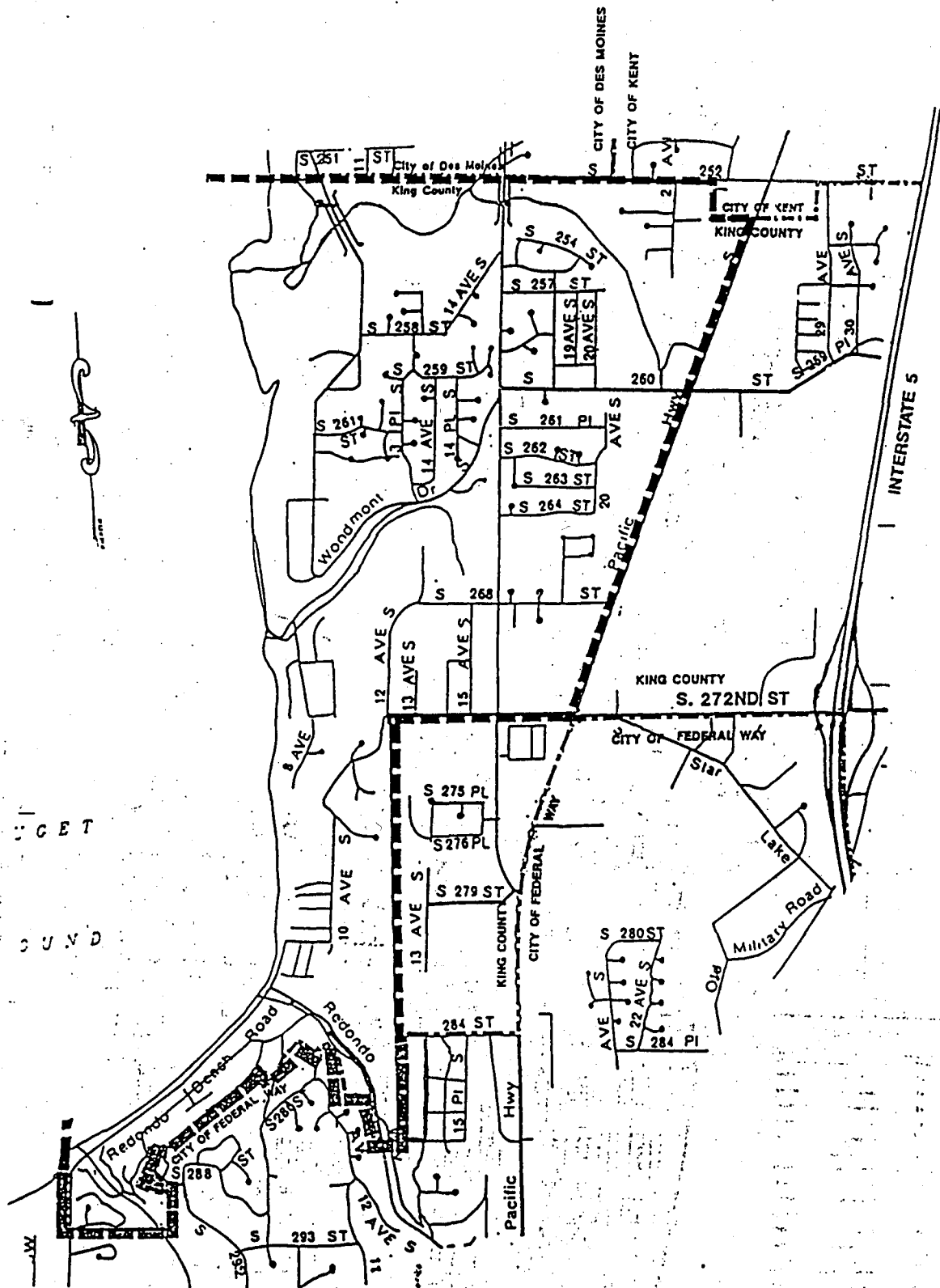
Thence leaving the city limits line of the City of Federal Way, and going northeasterly along the shoreline of Puget Sound to an intersection with the north line of Government Lot 4 in Section 20, Township 22 North, Range 4 East of the Willamette Meridian, said point being on the south city limits line of the City of Des Moines as annexed by Ordinance No. 550;

Thence along said south city limits line, easterly along said north line to the northeast corner of said Government Lot 4, said point also being the northwest corner of the southeast quarter of the southeast quarter of said section;

Thence east, continuing along the south city limits line, along the north line of said subdivision to the southeast corner of said annexation and the point of beginning.

Together with all shorelines adjoining (which are defined as the easternmost -100 foot contour of the east passage of Puget Sound as determined from USGS Datum).

Situated in King County, Washington.



WOODMONT ANNEXATION AREA

| Tax Title Property Held in Trust by King County in Woodmont-Redondo Annexation Area a | | | | | | | | | |
|--|---------------|------------|----------|------------|-------|----------------|----------|--|--|
| Number | Property Name | Tax # | S-T-R | Kroll Page | Acres | Assessed Value | Back Tax | | |
| 1 | Tax Lot 53 | 2922049053 | 29-22-04 | 363 | 0.05 | \$200.00 | \$8 | | |
| 2 | Tax Lot 73 | 2922049073 | 29-22-04 | 363 | 0.01 | \$2,500.00 | \$8 | | |
| 3 | Tidelands | 2922049011 | 29-22-04 | 363 | 2.81 | \$51,100.00 | \$72 | | |
| 4 | Tidelands | 5068400200 | 29-22-04 | 363 | 0.73 | \$46,400.00 | \$67 | | |
| 5 | Tidelands | 7204200030 | 32-22-04 | 365 | 1.12 | \$1,000.00 | \$7 | | |
| Tax title property is tax foreclosed property which did not sell at the County's foreclosure sale. | | | | | | | | | |
| Prepared by: Caroline Thompson, King County Property Services Division, 205-5645 2/16/96 | | | | | | | | | |

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF DES MOINES
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 Des Moines, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS the City intends to annex an area of unincorporated King County which is described in Attachments 1-A and 1-B and which is commonly referred to as the "Woodmont-Redondo area" (hereinafter referred to collectively as the "annexation area"); and

WHEREAS all local government 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 3 and 4 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 and 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;
- building permit related grading and clearing permits.

1.2 At least 28 days before the effective date of annexation as determined by the Des Moines City Council, the County will prepare and send to the City a list of all building related permits and applications pending within the annexation area. The County will copy or otherwise make such listed permits and applications available to the City upon specific request. The City agrees to promptly reimburse the County for the cost of any file copies prepared at the City's request, except as otherwise noted in Section 14, below. The County further agrees to promptly notify the City of any applications received for the annexation area between the time a list of pending applications and permits is sent to the City and the effective date of annexation. Such applications will likewise be copied or made available to the City upon request. Following annexation, the determination of whether a particular application has vested shall be made by the City. Following annexation, those applications which the City determines have not vested shall be excluded from further post-annexation County review pursuant to this agreement, The City or County at any time may further exclude from this agreement any additional permits or applications on the list upon providing written notice to the County or City.

1.3 This agreement does not apply to any annexation area applications previously transferred to the City, or to any annexation area applications previously accepted, reviewed or otherwise processed by 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.

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 Following annexation, 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 for the purpose of explaining any applicable County codes and policies, and any County staff findings of fact, analysis or recommendations. Nothing in this section is intended to limit the County's ability to otherwise participate in the City's public hearings in a manner independent of its role under this agreement.

2.4 With regard to those subdivisions, and short subdivisions and planned unit developments that have been granted 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 At least 28 days before the effective date of said annexation, the County will prepare and send to the City a list of all land use related permits and applications pending within the annexation area. The County will copy or otherwise make such listed permits and applications available to the City upon specific request. The City agrees to promptly reimburse the County for the cost of any file copies prepared at the City's request, except as otherwise noted in Section 14, below. The County further agrees to promptly notify the City of any applications received for the annexation area between the time a list of pending applications and permits is sent to the City and the effective date of annexation. Such applications will likewise be copied or made available to the City upon request. Following annexation, the determination

of whether a particular application has vested shall be made by the City. Following Annexation, those applications which the City determines have not vested shall be excluded from further post-annexation County review pursuant to this agreement. The City or County may further exclude from this agreement any additional permits or applications on the list at any time upon providing written notice to the County or City.

3. SEPA Compliance.

3.1 In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), following the effective date of annexation, the City shall serve as lead agency for all applications identified in Sections 1 and 2 of this agreement; provided that, the County shall retain SEPA lead agency status for any permitting decisions or other actions relating to the Redondo Seawall and Redondo Beach Drive South Project until such time as the County no longer maintains management responsibility for this project. SEPA determinations made and SEPA documents prepared by the County prior to annexation shall continue in effect following transfer of lead agency status to the City, subject to the City's discretion to modify the same in accordance with applicable SEPA regulations. 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 may, but is not required, 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 responsible official;
- coordination of adopted or required SEPA measures of mitigation with project staff.

Nothing in this section is intended to limit the County's ability to otherwise comment or participate in the City's SEPA processes in a manner independent of its role under this agreement.

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.

3.3 For any SEPA appeals pending before the King County Hearings Examiner at the effective date of the annexation, the Hearings Examiner shall complete the public hearing and render a recommended decision to the City for consideration by its designated decisionmaker.

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. Following annexation, the County agrees to advise permit applicants that any new building or land use application or permit requested within the boundaries of the annexation 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

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.

6. Enforcement. Following annexation, the County may, but is not required, to enforce on behalf of the City conditions of approval for those applications which the County has retained review authority pursuant to this agreement. Following annexation, 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.

8.1 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.

8.2 For all applications excluded from County processing or transferred to the City pursuant to terms of this agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

8.3 For any annexation area applications erroneously received by King County following the effective date of annexation, the County shall return fees collected directly to the applicant.

8.4 To the extent that King County incurs expenses performing activities pursuant to this agreement which are not fully compensated for by fees collected, the City agrees to reimburse the County for such expenses upon receiving an invoice from the County specifying the activity performed and the associated unreimbursed cost to the County.

9. Termination. This is an interim agreement which is intended to coordinate the provision of permit services to the annexation area. Either party may terminate this agreement upon providing at least thirty (30) days written notice to the other party; provided that, King County's SEPA lead agency responsibility for any permit decisions or other actions relating to the Redondo Seawall and Redondo Beach Drive South Project shall continue until such time as the County no longer maintains management responsibility for this Project and shall not otherwise be terminated absent agreement of the City and County.

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 1 and 2 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 take effect upon the date of annexation; provided that the County's obligation to list and copy or make available pending building and land use permits and applications under Sections 1.2 and 2.5 shall become effective upon execution of this agreement by both parties. This agreement will terminate two years following the date of annexation, unless otherwise terminated in accordance with Section 9; provided that King County's SEPA lead agency responsibility for any permit decisions or other actions relating to the Redondo Seawall and Redondo Beach Drive South Project shall continue until such time as the County no longer maintains management responsibility for this Project and shall not otherwise be terminated absent agreement of the City and County.

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 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. This limitation applies, but is not limited to legal services enforcing conditions of development-related financial guarantee instruments.

14. File Inspection and Copying Arrangements. To minimize costs, the County shall allow the City staff to use the County copying equipment at no cost to the City, when such arrangements do not present an unreasonable inconvenience to the County. The City shall use City staff to operate the County's copying equipment and shall observe appropriate practices to secure and maintain County records copied under this agreement.

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 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.

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 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 judgment 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 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.

16. Administration. This agreement shall be administered by the Director of the King County Department of Development and Environmental Services or his/her designee, and by the Director of the City of Des Moines Department of Community Development, 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

CITY OF DES MOINES

Gary Locke
King County Executive

Bob Olander
City Manager

Date

Date

Approved as to Form

Norm Maleng
King County Prosecuting Attorney

City Attorney
City of Des Moines

By:

Date

Date

MAGGI FIMIA
BRIAN DERDOWSKI
GREG NICKELS

September 10, 1996

Introduced By:

fcmot.docx

Proposed No.:

96-805

MOTION NO. 9977 1

A MOTION approving the Four Creeks Unincorporated Area Council as a King County unincorporated area council.

WHEREAS, the King County executive has, by Executive Order PRE 7-1 (AEO) established a citizen participation initiative for King County which includes the recognition of unincorporated area councils, and

WHEREAS, the King County council established policy direction for the citizen participation initiative in Motion 9643, and

WHEREAS, the King County council requested in Motion 9643 that the executive submit proposed unincorporated area councils to the council for approval, and

WHEREAS, the Four Creeks Unincorporated Area Council has completed the application for formal recognition as a King County unincorporated area council and fulfilled the protocols for recognition criteria in Motion 9643;

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

King County hereby approves the Four Creeks Unincorporated Area Council as an official unincorporated area council.

PASSED by a vote of 10 to 0 this 14th day of October, 19 96

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hagan
Chair

ATTEST:

Jane Hagan
Clerk of the Council
DEPUTY