

September 24, 1998  
motion1

Introduced By:

KENT PULLEN

Proposed No.:

98 - 600

MOTION NO. 10573 |

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A MOTION authorizing the County Executive to enter into interlocal agreements with the city of Burien relating to the County's provision of local services.

WHEREAS, the city of Burien (the "City") on May 5, 1998 annexed an area of unincorporated King County commonly referred to as Manhattan and Woodside Park, and

WHEREAS, the City desires to secure certain municipal services from the county for its residents, and

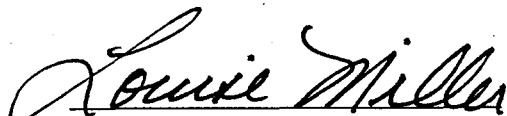
WHEREAS, the county is willing and able to provide the requested municipal services;

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

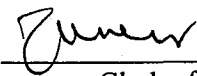
The county executive is hereby authorized to execute interlocal agreement, substantially in the form attached, with the city of Burien for the county to provide building and land use services for vested applications in the annexation area.

PASSED by a vote of 11 to 0 this 19<sup>th</sup> day of October, 1998

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Clerk of the Council

Attachment: Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF BURIEN  
RELATING TO PROCESSING OF BUILDING PERMITS  
AND LAND USE APPLICATIONS**

**10573**

THIS AGREEMENT is made and entered into 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 Burien, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS on May 5, 1998 the City has annexed areas commonly referred to as Manhattan and Woodside Park of unincorporated King County (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 process certain Annexation Area building permit applications and land use applications (Exhibit A) on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, the City has adopted Ordinance No. 224 adopting the King County Comprehensive Plan, Zoning, and other Development Regulations for the Manhattan/Woodside Park Annexation Area until September 1, 1998, specifically adopting the following: Comprehensive Plan Map designations for the Manhattan/Woodside Park area; KCC Title 21, A (King County Zoning Code); KCC Title 16 (King County building and construction standards code); KCC Title 19 (King County subdivisions code); and KCC 20.44 and KCC 2.98 (King County SEPA regulations), and KCC Title 27 (King County Development permit fees).

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 review and approve, approve with conditions, or deny all vested building-related 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 applied for prior to the termination date of this annexation Agreement (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;
- mechanical permits;
- fire systems/fire sprinkler permits;
- hazardous material permits;
- building permit-related grading and clearing permits.

1.2. No later than September 15, 1998, the County will prepare and send to the City a list of all building related permits and applications that were pending within the Annexation Area on the date of annexation. 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.

2. Land Use Related Applications Review.

2.1. Except as provided in Section 1.2 above, the County shall continue to process those vested land use related applications, including but not limited to applications for zone reclassification, unclassified use permits, conditional use permits, zoning code variances, drainage variances, and road standard variances, subdivisions, short subdivisions, planned unit developments and shoreline substantial development permits filed with the County before the effective date of annexation. 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 processed by the County pursuant to this Agreement, the County will prepare a recommended decision to the City for use by the City Council, City Hearing Examiner, or City Manager, as applicable. It is the parties' intent that the County's function with respect to these applications is ministerial and administrative only, and that any and all discretionary decisions or final actions on these applications shall be taken by the City and/or its designated decision maker.

2.3. The City shall be responsible for scheduling, providing notice of, and conducting any public hearings or appeals required in conjunction with an application. County staff will, at the request of City staff, attend the public hearing. County staff hearing or appeal 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 that have been granted preliminary approval prior to the date of annexation, the County shall complete staff work on whatever post-preliminary approval 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 plat approval, construction inspection approval, and maintenance/defect review/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.

3. SEPA Compliance.

3.1. During the effective period of this Agreement, 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. 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.

4. Administrative and Ministerial Processing.

4.1. Any and all legislative or quasi-judicial decisions or decisions of a discretionary nature to be made as a result of application made during the duration of this Agreement shall be made by the City and/or its designated decision-maker.

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; provided that, where a project's SEPA mitigations have been established as part of a mitigated determination of non-significance rendered by the County prior to annexation, unless directed to do otherwise by the City, such established SEPA mitigation shall be applied by the County as project approval conditions.

5. Enforcement. During the term of this Agreement, 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 County's enforcement authority shall not extend to the initiation of bond forfeiture or to those enforcement actions normally taken by the County's Code Enforcement Section pursuant to KCC Title 23, including those relating to said applications.

6. Processing Priority. The County agrees to process Annexation Area applications in accordance with the County's administrative procedures and at the same level of service as provided by County applications.

7. Filing Fees.

7.1. 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 ordinance as adopted by the City or as may be modified at some future date by the County and the City.

7.2. 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 amount received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

7.3. For any Annexation Area applications erroneously received by King County following the applicable period of this Agreement, the County shall return fees collected directly to the applicant.

8. Termination. This Agreement shall terminate on October 1, 1999; provided that either party may otherwise terminate this Agreement upon providing at least thirty (30) days written notice to the other party.

9. 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, within fifteen (15) days thereafter, 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 Area. Application files shall include the County's Sierra computer system printout of the review activities performed to date. Upon termination, the City shall notify affected applicants that it has assumed all further processing responsibility.

10. Duration. This Agreement shall become effective upon signature of both parties and will terminate on October 1, 1999 unless otherwise terminated as specified in Section 8.

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

12. Legal Representation. Except as set forth in Section 13 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.

13. Indemnification.

13.1. 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.

13.2. 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.

13.3. 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.

14. 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 City of Burien Director of Community Development, or his/her designee.

15. 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.

16. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provisions set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

\_\_\_\_\_  
Ron Sims  
King County Executive

\_\_\_\_\_  
Dated

Approved as to Form:  
NORM MALENG  
KING COUNTY PROSECUTING ATTORNEY

By: \_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Dated

CITY OF BURIEN

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

\_\_\_\_\_  
Dated

Approved as to Form:

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

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Dated

# MANHATTEN-WOODSIDE ANNEXATION AREA

## LIST OF PERMIT ACTIVITY 1989 THROUGH 3/31/98

Sorted by: Status, then Type, then Permit Number

Permit #	Type	Status	Title	Description	Address	Owner Name
E9600961	ENFORCE	APPLIED	CHANGING ROOFLINE, AND ENCLOS-	ING GARAGE W/O PERMITS	000303 S 187TH ST	OLSON S
L96AC027	ACONDUSE	APPROVED	POLICE TRAINING FACILITY	SEE A96M0141/B96C01860TH	019010	STATE O
L97AC016	ACONDUSE	APPROVED	TELECOMMUNICATION FACILITY	BURIEN/TRAINING MONOPOLEA97M0054	019010	STATE O
89-18-C	CONDUSE	APPROVED	KC FIRE DISTRICT #2	CONSTRUCT ADDITION TO EXISTING FIRESTATION	X	FIRE DIS
F98-0020	FIRECUST	APPROVED		STRAUS, ERIC V.	017956	NORMAN
L93UT007	SAC-UTX	APPROVED	KC PAV DEPT PUBLIC UTIL EXCEPT	AT 272ND ST. =FILE ARCHIVED=	027233	RIGHT O
L96SA030	SENSREV	APPROVED	WESTWOOD	4TH MAVE S/S 192ND ST	000430 S	OHILSON
S91V0052	SUBVAR	APPROVED	SUN VISTA ESTATES/C-D-S>600'	S 190TH ST CUL-DE-SAC >600'	019005	BIGLEY,
L91UU001	UNCLASS	APPROVED	UNCLASSIFIED USE PERMIT	WASHINGTON STATE TRAINING ANDCONFERENC	019010	EQUITAB
89-19-V	VARIANCE	APPROVED	KC FIRE DISTRICT #2	VARIANCE FROM 20' RI DG SETBACK: FROM 20'T	000000	FIRE DIS

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