

September 24, 1998
shormot1

Introduced By:

KENT PULLEN

Proposed No.:

98-601

MOTION NO. **10574**

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2 A MOTION authorizing the county executive to enter into an
3 interlocal agreement with the city of Shoreline relating to local
4 services.

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6 WHEREAS, the city of Shoreline voted affirmatively on September 15, 1998 to
7 annex an area known as A-3, north of Lake Forest Park and east of Shoreline, and

8 WHEREAS, the Shoreline City Council will take action on the annexation on
9 November 2, 1998, and

10 WHEREAS, the city desires to secure certain municipal services from the county
11 for its residents, and

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

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

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The county executive is authorized to execute an interlocal agreement, substantially in the form attached, with the city of Shoreline for the county to provide building permit processing and land use services (Department of Development and Environmental Services) for vested applications in the annexation area.

PASSED by a vote of 11 to 0 this 19th day of October, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

[Signature]
Clerk of the Council

Attachment: Interlocal agreement for building and land use services

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF SHORELINE
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 Shoreline, 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 "Shoreline Annexation Area A-3" (hereinafter referred to collectively as the "Annexation Area"); and

WHEREAS all local government authority and jurisdiction with respect to the Annexation Area is 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 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 (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 necessarily limited to:

- building 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 Shoreline 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 that the City determines have not vested shall be excluded from further County review. 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.

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 that 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 or appeals required in conjunction with an application. County staff will, at the request of City staff, attend the public hearing or appeal 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 or appeals in a manner independent of its role under this Agreement.

2.4 With regard to those subdivisions and short subdivisions 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, recommendation for 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 whether conditions guaranteed thereby have been satisfied and the release of said guarantees.

2.5 At least 28 days before the effective date of 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 County

review. 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. 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 administrative 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 may 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.

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 on behalf of the City 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.

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 undertaking bond forfeiture and all other enforcement actions normally taken by the County's Code Enforcement Section pursuant to KCC Title 23, including those relating to applications processed by the County pursuant to this Agreement.

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 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.

10. Termination Procedures. Upon termination of this Agreement, the County shall cease further processing, enforcement, and related review functions with respect to Annexation Area applications identified in Sections 1 and 2 of this Agreement. The County shall within 30 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. Transfer documents 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.

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 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.

15.4 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 that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

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 Shoreline 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.

18. No Third Party Beneficiaries. 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.

KING COUNTY

CITY OF SHORELINE

Ron Sims
King County Executive

City Manager

Date

Date

Approved as to Form

Norm Maleng
King County Prosecuting Attorney

City Attorney
City of Shoreline

By:

Date

Date

September 14, 1996
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