



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 15, 2000

Motion 10865

Proposed No. 2000-0106.2

Sponsors Irons

1 A MOTION authorizing the county executive to enter into
2 an interlocal agreement to provide permit processing
3 services to the City of Issaquah in an area of unincorporated
4 King County being annexed by the City, effective February
5 28, 2000.

6 WHEREAS, the city of Issaquah will annex an area of unincorporated King
7 County known as the North Issaquah Annexation Area effective February 28, 2000, and

8 WHEREAS, the county and city agree that having county staff process various
9 annexation area building and land use applications on behalf of the city for a
10 transitional period will assist in an orderly transfer of authority and jurisdiction, and

11 WHEREAS, the city and the county have agreed to enter into an interlocal
12 agreement for the processing of building permit and land use applications, and

13 WHEREAS, it is the parties' intent by virtue of this agreement that any and all
14 discretionary decisions shall be made by the city, and

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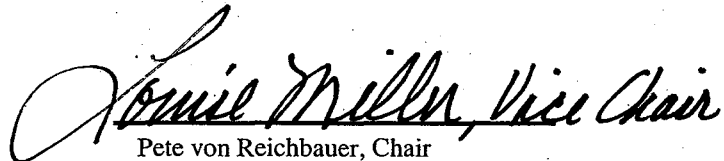
NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute an interlocal agreement in substantially the same form as attached, with the city of Issaquah for the processing of certain building and land use permits in the area to be annexed.


Motion 10865 was introduced on 1/31/00 and passed by the Metropolitan King County Council on 2/14/00, by the following vote:

Yes: 13 – Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Pete von Reichbauer, Chair

ATTEST:


Anne Noris, Clerk of the Council

Attachments A. 2-8-00 Interlocal Agreement between King County and the City of Issaquah relating to processing of building permits and land use applications.doc

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2.2 Except as provided in Section 4 of this Agreement, the County's review of building-related permits (which include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, and grading and clearing permits) shall include rendering decisions to approve, condition or deny such applications; conducting inspections; issuing correction notices, certificates of occupancy, permit extensions and completion of extensions; and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the City in the same manner as appeals of land use permits are addressed in Section 3.4; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

2.3 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. The County shall additionally receive and process ancillary permit applications, such as fire and mechanical permits, that are made following annexation and that are essential for completion of an approved project permit.

2.4 Notwithstanding Paragraph 2.3, applications for tenant improvement permits and sign permits made prior to annexation shall be processed by the County. Such applications made following annexation shall be referred to the City for all further processing.

2.5 The County shall review and make a recommendation to the City on requests to renew County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

2.6 King County shall review and render decisions on requests for changes to approved building permit plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. Following issuance of the certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City.

2.7 Notwithstanding any other provision to the contrary, this Agreement is not intended to authorize or otherwise govern County review of grading permits for mineral extraction operations. Processing of such applications and permits is addressed in a separate interlocal agreement entitled: **INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF ISSAQUAH RELATING TO ADMINISTERING MINERAL RESOURCE OPERATIONS.**

2.8 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

3. Pre-annexation Land Use Permit Applications Filed with King County.

3.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in

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4.1 The County will prepare and send to the City a monthly list of all building, land use and associated ancillary permit applications pending within the Annexation Area as of the date of annexation. The list shall include the status of the projects as it is shown in the County Permits Plus system. The City or County may at any time exclude from this Agreement any application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to exclude the application(s). Upon excluding any application from review under this Agreement, the County shall turn the application over to the City for all further processing.

4.2 The County shall notify the City of all technical screening meetings, preconstruction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Agreement. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meeting to learn more about the project and to offer comments.

4.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Agreement upon completion of permit review or termination of the Agreement under Section 11, whichever comes first.

5. SEPA Compliance.

5.1 In order to satisfy the procedural requirements of the State Environmental Policy Act (SEPA), the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to 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 City. The responsible official shall not be an employee, officer, or agent of the County.

5.2 Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard and decided by the City.

5.3 For those permit applications requiring a SEPA determination, the County will not take final action upon the application until the City's responsible official has acted. Upon written request with regard to a particular project being reviewed by the County, the County agrees to provide technical and administrative SEPA assistance to the City's responsible official on that project. Such assistance may include, but is not limited to:

- 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 County on behalf of 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;

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9.2 For all applications excluded from County processing or transferred to the City pursuant to the 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.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings, the City shall pay the County at an hourly rate of \$132.00, or at such other hourly rate as is later specified in that version of King County Code Title 27 which is in effect at the time the services are performed. The County shall not seek reimbursement under this paragraph for review services performed on an individual permit application where the County has already been fully compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received.

10. Duration. This Agreement shall become effective upon approval by the City and the County and shall continue until February 28, 2004, unless otherwise terminated in accordance with paragraph 11 or extended in accordance with paragraph 12.

11. Termination. Either party may terminate this Agreement upon providing at least sixty (60) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of applications it is processing under 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 Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. Extension. The City and County may agree to extend the duration of this Agreement through February 28, 2008 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

13. 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.

14. Indemnification, Hold Harmless and Defense.

14.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City

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provide the County with written notice of its intent no less than sixty days prior to the date County processing of such Annexation Area applications would occur.

20. 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 upon any provision set forth herein.

ATTACHMENT: Map and Legal Description of February 28, 2000 Annexation Area.

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

KING COUNTY

King County Executive

Dated

Approved as to Form:

NORM MALENG
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney

Dated

CITY OF ISSAQUAH

Issaquah Mayor

Dated

Approved as to Form:

City Attorney

Dated