



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 25, 2001

Motion 11296

Proposed No. 2001-0435.1

Sponsors Irons

1 A MOTION authorizing the county executive to enter into
2 an amended interlocal agreement with the city of Issaquah
3 relating to certain construction related permitting by King
4 County's department of development and environmental
5 services.

6
7
8 WHEREAS, the city and county have entered into an interlocal agreement
9 regarding certain construction related permitting associated with the Issaquah Highlands
10 project, including the South Sammamish Plateau Access Road (SPAR), the Sunset
11 interchange road improvements, and the 1250 reservoir ("existing projects"), and

12 WHEREAS, the city will be the primary permitting authority for those "existing
13 projects" as well as additional projects within Issaquah Highlands, and

14 WHEREAS, the county and city agree that it is more efficient for the city to
15 continue as the primary permitting authority for the existing projects because of city
16 staff's familiarity with the Issaquah Highlands development, and

17 WHEREAS, an agreement relating to the provision of these duties is authorized
18 by the Interlocal Cooperation Act, chapter 39.34 RCW, and

19 WHEREAS, any modification, amendment, or clarification to the existing
20 agreement shall be in writing and signed by both parties;

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

22 The county executive is hereby authorized to execute an amended interlocal
23 agreement, substantially in the form attached, with the city of Issaquah.

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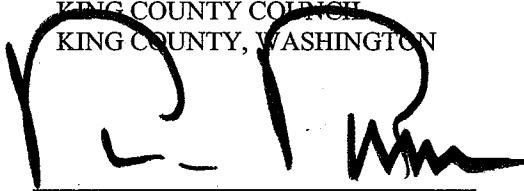
Motion 11296 was introduced on 9/4/01 and passed by the Metropolitan King County Council on 9/24/01, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr.
Thomas and Mr. Irons

No: 0

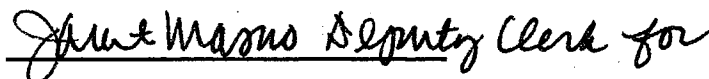
Excused: 1 - Mr. Nickels

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments

A. Amendment to Interlocal Agreement Between King County and the City of Issaquah, B. Interlocal Agreement Between King County and the City of Issaquah

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF ISSAQUAH**

**REGARDING CERTAIN CONSTRUCTION RELATED PERMITTING
ASSOCIATED WITH THE ISSAQUAH HIGHLANDS PROJECT**

This Amendment ("Amendment") is entered into effective on the date of the last signature below to amend the existing Interlocal Agreement between King County ("County") and the City of Issaquah ("City").

WHEREAS, the City and County have entered into an Interlocal Agreement regarding certain construction related permitting associated with the Issaquah Highlands Project, including the South SPAR Road, the Sunset Interchange road improvements, and the 1250 reservoir ("Existing Projects"). That existing agreement was approved by the County Council on February 14, 2000 and executed by the County Executive on February 28, 2000 ("Existing ILA").

WHEREAS, the City will be the primary permitting authority for those Existing Projects, as well as the following additional projects within Issaquah Highlands: Division 34 road crossings and utilities, two rural water reservoirs, and a haul road and wet and dry utilities, (collectively "Additional Road-Utility Work"). A portion of the Additional Road-Utility Work will be located in unincorporated King County.

WHEREAS, it is more efficient for the City to continue as the primary permitting authority for the Existing Projects as well as those portions of the Additional Road-Utility Work located in unincorporated King County because of City staff's familiarity with the Issaquah Highlands Development and the extensive permitting to be completed by the City for those portions of the development within the City municipal limits.

WHEREAS, the parties wish to further exercise their authority pursuant to RCW 39.34 (Interlocal Cooperation Act) to amend the Existing ILA;

NOW, THEREFORE, the parties amend the Existing ILA as follows:

1. Purpose of Agreement. Section 1 of the Existing ILA is amended by adding the Additional Road-Utility Work as an authorized purpose. The Additional Road-Utility Work is set forth in items six through eight on the restated Exhibit B (which replaces Exhibit B to the Existing ILA). The Additional Road-Utility Work is hereby included within and governed by all the terms and conditions of the Existing ILA.

2. Duration. Section 2 of the Existing ILA is amended to extend the term of the Agreement to seven years (rather than five years) after the effective date of the Existing ILA.

3. Delegation of Permitting Authority. Section 3 of the Existing ILA is amended by adding the Additional Road-Utility Work to the provisions of Section 3.1 and 3.3. The current hourly rate to be paid by the City to the County as set forth in Section 3.8 is amended to be \$132/hour (rather than \$120/hour).

4. No other changes. Except as provided in this Amendment, the Existing ILA remains in full force and effect in accordance with its terms.

Dated effective on the date of the last signature below.

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

KING COUNTY

Ron Sims
King County Executive

Dated

Approved as to Form:

Norm Maleng
King County Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

Dated

CITY OF ISSAQUAH

Mayor of Issaquah

Dated

Approved as to Form:

Issaquah City Attorney

Dated

Exhibit B

1. South SPAR Excavation: Slope excavation necessary for the cut above the proposed pedestrian tunnel.
2. Sewer Line Via I-90: Approximately 300 linear feet of 18-inch diameter sanitary sewer pipe through the Interstate 90 limited access corridor, 500 feet south of NE Holly Street and between NE Gilman Boulevard and 1st Avenue NE.
3. 1250 Reservoir: The 1250 Reservoir project consists of two welded steel above ground potable water reservoirs approximately 65-feet in diameter and 50-feet tall, below ground yard piping and valve vaults, and a 20 foot wide by 1,000 foot long gravel access road between the tank site and the Urban Growth Boundary.
4. Front Street Pond: A portion of the proposed stormwater retention/detention facility located near the Front Street Interchange.
5. I-90 Trail/Westbound Ramp: Up to approximately 500 feet of the pedestrian trail and up to approximately 350 feet for a portion of the I-90 westbound ramp connecting to the South SPAR.
6. Division 34 road and utilities: Two road crossings and associated utilities. The proposed improvement of an existing gravel road which presently crosses two sections of Wetland NF 10 within Division 34. The roadway will serve the proposed development in Division 34. The existing gravel road to be improved is an approximately 12-foot wide gravel road. The road crosses the wetlands at two locations with two 36-inch culverts that carry creekflows under the roadway. The proposed roadway improvements consist of a 34-foot paved roadway, with 4-foot planting strips and 5-foot sidewalks on either side of the road. The improvements cross the wetland buffer and a portion of the wetlands. Additional fill is not proposed above and beyond our previously approved wetland fill by the U.S. Army Corp.
7. Rural Lot Potable Water Reservoirs: Two rural lot water reservoirs to be located approximately in the southeastern corner of the rural lot area (depending on final design) for potable drinking water consisting of a standpipe/reservoir with one-half million gallon capacity, below ground yard piping and valve vaults, and a gravel access road between the reservoir site and the Rural Lot boundary. The Rural Lot Potable Water Reservoirs will consist of two welded steel above ground potable water reservoirs approximately 30-feet in diameter and 50-feet tall, below ground yard piping and valve vaults, and a 15 foot wide by 1,000 foot long gravel access road between the tank site and the rural lots. The Clearing and Grading Permit will be reviewed by King County, and the Building Permit will be reviewed by the City of Issaquah pursuant to the terms of this Interlocal Agreement.
8. Construction Haul Road and Utilities: Construction haul road, power/telecommunication utilities, and City Park grading to be located within and adjacent to WSDOT property.

Exhibit B

Page 2

The construction haul road would be a 24-foot wide with 4-foot shoulders by 1250-foot long gravel access road between the WSDOT expansion area boundary to the BPA easement and Central Park. The construction haul road would also keep construction traffic away from Park Drive, as a safety measure and to reduce wear on Park Drive. Power and telecommunication utilities would be located within the haul road. The City Park grading would consist an easement for slope grading on the park site in order to provide adequate playfield facilities within the park area.

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF ISSAQUAH**
REGARDING CERTAIN CONSTRUCTION-RELATED PERMITTING ASSOCIATED WITH
THE ISSAQUAH HIGHLANDS PROJECT

This Agreement is hereby entered into by King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County"), and the City of Issaquah, a municipal corporation of the State of Washington (hereinafter referred to as the "City") and shall be effective upon approval by King County and the City of Issaquah.

WHEREAS, the City is planning for the annexation of certain land particular to the South Sammamish Plateau Access Road ("SPAR").

WHEREAS, the City and County have entered into an Interlocal Agreement and Pre-Annexation Agreement relating to the South SPAR Annexation, which agreement was approved by the Metropolitan King County Council on or about April 5, 1999 and was signed by the King County Executive on or about May 19, 1999.

WHEREAS, the City's annexation does not include all lands necessary for the construction activities related to the South SPAR and Sunset Interchange road improvement projects.

WHEREAS, the City is the primary permitting authority for the South SPAR and Sunset Interchange construction, with additional approvals required for the Sunset Interchange from Washington State Department of Transportation and the Federal Highway Administration.

WHEREAS, it would be a more efficient permitting process for the City to continue to be the primary permitting authority because of the City's staff's familiarity with the road improvement projects and the extensive permitting to be completed by the City for those portions of the SPAR and Sunset Interchange projects within the City's municipal limits.

WHEREAS, the City is the primary permitting authority for the Issaquah Highlands development, including the 1250 Reservoir, which is proposed to be located in unincorporated King County.

WHEREAS, it would be a more efficient permitting process for the City to continue to be the primary permitting authority for those portions of the 1250 Reservoir in unincorporated King County because of the City's staff's familiarity with the Issaquah Highlands development and the extensive permitting to be completed by the City for those portions of the development within the City's municipal limits.

WHEREAS, the parties agree that consistency in the construction-related permitting for projects identified in Exhibits A and B is an efficient use of City and County Resources. The preferred method for issuing construction-related permits for these identified improvement projects is for one agency to review and issue all permits. The parties acknowledge the vast

majority of the permits required for the various construction projects are within the City's jurisdiction.

WHEREAS, the parties are each authorized to enter into this Agreement pursuant to RCW 39.34 (the Interlocal Cooperation Act) and Article 11 of the Washington State Constitution;

NOW, THEREFORE, it is agreed by the parties as follows:

1. Purpose of the Agreement.

The purpose of this Agreement is to delegate to the City of Issaquah permitting authority for those limited areas within King County where the South SPAR, Sunset Interchange and 1250 Reservoir projects are proposed to be constructed, which areas are adjacent to the City. The identity and location of the various projects are shown in the map attached as Exhibit A to this Agreement and are described in Exhibit B to this Agreement.

2. Duration.

This Agreement is effective upon signature by both parties and will terminate five years thereafter.

3. Delegation of Permitting Authority.

3.1. For those limited areas within unincorporated King County where the South SPAR, Sunset Interchange and 1250 Reservoir construction require County permits, King County agrees to transfer to the City, and the City agrees to assume, all responsibility for regulatory review functions related to such permits, including but not limited to, reviewing, approving, issuing, inspecting, enforcing, extending and finalizing such permits, and complying with the State Environmental Policy Act (SEPA) with regard to such permits.

3.2. This Agreement shall apply to development applications filed after its effective date, provided however, that the County and the City may agree to apply this Agreement to development applications filed prior to the effective date of the Agreement if the applications relate to projects shown in the map attached as Exhibit A and described in Exhibit B to this Agreement. If the County and the City so agree arrangements shall be made to transfer the files for such applications from the County to the City, and to apportion any unspent application fees between the County and the City according to which jurisdiction will do the work for which the fees were submitted.

3.3. The City promptly shall provide notice to King County Department of Development and Environmental Services (DDES) upon receipt of a permit application associated with the South SPAR, Sunset Interchange or 1250 Reservoir on lands in the unincorporated County. The City shall promptly provide notice to DDES of the issuance or denial of such permits.

3.4. The City agrees to use all applicable substantive and procedural County development standards, including but not limited to those contained in King County Code Titles 14, 16, 20, 21A, and 23, and in the King County Road Standards, for purposes of reviewing and processing any requested authorizations or permits processed pursuant to this Agreement.

3.5. For purposes of compliance with the State Environmental Policy Act (SEPA), ch. 43.21C RCW, the County hereby designates the City of Issaquah as the lead agency for all actions processed pursuant to this Agreement. Pursuant to the SEPA regulations, WAC 197-11-944, the City shall notify other agencies with jurisdiction over the projects covered by this Agreement that the City and County have agreed to the designation of the City Department of Community Development as the lead agency for the relevant actions.

3.6. The parties agree that any appeals associated with the County permits and approvals issued by the City pursuant to this Agreement shall be processed and heard by the City pursuant to the County's administrative appeal procedures.

3.7. In order to cover the costs of carrying out obligations set forth in this Agreement, the City shall collect and retain all fees associated with the permits covered by this Agreement.

3.8. The City may consult with the County regarding any facet of its application of the King County Code, and the City shall reimburse the County for such services at an hourly rate currently set forth or hereafter amended in King County Code ch. 27, which is currently \$120.

3.9. The regulatory responsibility delegated to the City by the County in this Agreement does not include any King County authority to approve or deny the use of property under the terms of the Term Deed of Development Rights, Conservation and Trail Easement, Covenants, Obligations and Conditions, filed with King County Records under Recording No. 9612030694. The applicant for any of the projects covered by this Agreement that require approval from King County under the Term Deed shall obtain such approval from the County.

3.10. The regulatory responsibility delegated to the City by the County in this Agreement also does not include any County authority to approve or deny the use of King County right-of-way or King County real property. The applicant for any of the projects covered by this Agreement that require the use of King County right-of-way or King County real property must obtain permission from the County for such use pursuant to the provisions of the relevant sections of the King County Code, including but not limited to, King County Code chapters 6.27, 14.28, 14.30, 14.44 and 14.46.

4. Amendments.

This Agreement is a complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Any modification, amendment, or clarification to this Agreement shall be in writing and signed by both parties. Copies of such shall be attached hereto and by this reference made a part of this Agreement as though fully set forth herein.

5. Indemnification.

5.1 Subject to the provisions of subsections 5.2 and 5.3, 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.

5.2 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 action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. For purposes of this Agreement, without limitation, any City decision to approve, approve with conditions, or deny permits or approvals processed by the City pursuant to this Agreement or delay processing the same shall be deemed an "action or omission of the City." In the event that any claim, action or suit arising out of an action or omission of the City 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.

5.3 The City and the County acknowledge and agree that if any negligence 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.

6. 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 Mayor of the City of Issaquah or his/her designee.

7. Equal Opportunity to Participate in Drafting.

With representation of legal counsel, the parties have participated and have had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language.

8. 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.

9. Termination and Extension.

9.1 Either party may terminate this Agreement by providing at least sixty (60) days written notice of termination.

9.2 Upon termination of this Agreement, the City shall cease further processing of any applications covered by this Agreement. The City shall thereupon transfer to the County those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending applications. The transfer documents shall specify the work performed to date on the applications and shall be signed by the appropriate City official. Upon transfer, the City shall notify affected applicants that the County has assumed all further processing responsibility.

9.3 Pursuant to a mutual agreement between the parties in writing, this agreement may be extended for a minimum of sixty (60) days and a maximum of three (3) years. The parties must agree to an extension by the termination date or the agreement will lapse.

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

KING COUNTY

Ron Sims
King County Executive

Dated

Approved as to Form:
Norm Maleng
King County Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney

Dated

CITY OF ISSAQUAH

Mayor of Issaquah
Approved as to Form:

Dated

Issaquah City Attorney

Dated

Exhibit A - Map

**Projects within King County Jurisdiction to be reviewed by City of Issaquah under the ILA
Available in the Clerk's Office**

Exhibit B

1. South SPAR Excavation: Slope excavation necessary for the cut above the proposed pedestrian tunnel.
2. Sewer Line Via I-90: Approximately 300 linear feet of 18-inch diameter sanitary sewer pipe through the Interstate 90 limited access corridor, 500 feet south of NE Holly Street and between NE Gilman Boulevard and 1st Avenue NE.
3. 1250 Reservoir: The 1250 Reservoir project consists of two welded steel above ground potable water reservoirs approximately 65-feet in diameter and 50-feet tall, below ground yard piping and valve vaults, and a 20 foot wide by 1,000 foot long gravel access road between the tank site and the Urban Growth Boundary.
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