



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 19, 2001

Motion 11333

Proposed No. 2001-0561.1

Sponsors von Reichbauer

1 A MOTION authorizing the county executive to
2 enter into an interlocal agreement with the city of
3 Tukwila relating to the processing of certain
4 building and land use permit applications associated
5 with the Museum of Flight.

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8 WHEREAS, King County previously approved a property transfer agreement
9 relating to development and other activities associated with proposed development of the
10 Museum of Flight expansion and improvement project (the "project"), and

11 WHEREAS, permit and SEPA jurisdiction over T-Hanger and Tie-down
12 components of the project is currently shared by the city and the county, and

13 WHEREAS, the county and city agree that having the city review and decide
14 building and land use permit applications associated with Project T-Hanger and Tie
15 Downs on behalf of the county, as specified in the attached interlocal agreement, would
16 facilitate orderly and expeditious processing of project applications, and

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

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

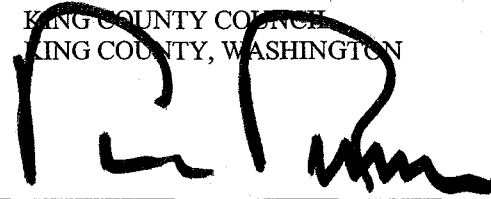
20 The county executive is hereby authorized to execute an interlocal agreement with
21 the city of Tukwila in substantially the form attached to this motion.

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Motion 11333 was introduced on 11/13/01 and passed by the Metropolitan King County Council on 11/19/01, by the following vote:

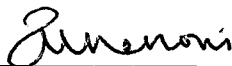
Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague, Mr. Thomas and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments

A. Interlocal Agreement between King County and the City of Tukwila Relating to Processing of Building and Land Use Permit Applications and SEPA Review

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF TUKWILA
RELATING TO PROCESSING OF BUILDING AND LAND USE
PERMIT APPLICATIONS AND SEPA REVIEW**

THIS AGREEMENT is made and entered into this day by and between the City of Tukwila, a municipal corporation in the State of Washington (hereinafter referred to as the "City") and King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County") in order to facilitate orderly review of development and other activities identified in that certain Property Transfer Agreement dated _____, 2001 (such development and activities are hereinafter collectively referred to as the "Project").

WHEREAS, permitting and SEPA jurisdiction over the Project is currently shared by the City and the County; and

WHEREAS, the County and City have determined that orderly review of Project applications is best facilitated by having the City conduct review and render decisions on both County and City Project applications; and

WHEREAS, this Agreement authorizes the City to issue Project permits on behalf of King County, with the understanding that King County shall retain responsibility for confirming compliance with requirements of King County Code; and

WHEREAS, this Agreement is authorized by Interlocal Cooperation Act, RCW 39.34;

NOW, THEREFORE, in consideration of the terms and provisions, it is agreed by and between the City and County as follows:

1. City to Process and Decide Permits on Behalf of King County.

1.1 Except as provided in paragraph 1.3, all County authority to review and render decisions on Project land use and building permit applications is hereby transferred to the City of Tukwila. Such authority includes, but is not limited to, application intake and review, application engineering review, permit decision making, permit inspections, issuance of final approvals, approvals for occupancy, and all other Project permit processing on behalf of the County.

1.2 Administrative or quasi-judicial appeals of City decisions rendered for Project land use or building permit applications, if any shall be heard and decided by the City.

1.3 In reviewing Project applications pursuant to this Agreement, King County, and not the City, shall be responsible for confirming that the applications meet County Code standards.

2. SEPA Compliance.

2.1 In order to satisfy the procedural requirements of the State Environmental Policy Act (SEPA), the City shall serve as the SEPA lead agency for all City and County Project SEPA actions, including but not limited to Project building permit and land use applications and Project development and property transfer decisions.

2.2 Any substantive SEPA decisions relating to Project permit applications shall be made by the City.

2.3 Administrative or quasi-judicial appeals of City's SEPA threshold determinations and other SEPA matters relating to the Project, if any, shall be heard and decided by the City.

3. Financial Guarantees.

3.1 Any financial guarantee that is intended to secure compliance with project conditions required by the City pursuant to permits issued under this Agreement shall be posted with the City, which shall have authority and discretion over its release and/or enforcement. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees posted for Project permits reviewed by the City under this Agreement.

4. County Legislative Authority. Nothing in this Agreement is intended to delegate King County's legislative decision making authority to the City. Notwithstanding any provision to the contrary, any and all King County legislative decisions relating to the Project shall be made by the County.

5. Defense, Indemnification and Hold Harmless.

5.1 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 or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and 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.

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 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.

5.3 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.

6. Duration. This Agreement shall become effective upon approval by the City and the County and shall continue until September 1, 2006, unless otherwise terminated pursuant to paragraph 7 or extended pursuant to paragraph 8.

7. Termination. Either party may terminate this Agreement upon providing at least fourteen (14) days written notice to the other party. Upon expiration or termination of this Agreement, the City shall cease further processing and related review of Project applications being processed under 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 County land use and building-related Project applications and permits.

8. Extension. The City and County may agree to extend the duration of this Agreement through September 1, 2010 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 (30) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extensions(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.

9. Personnel. Control of the City personnel assigned by the City to process applications under this Agreement shall remain with the City. Standards of performance, discipline and all other aspects of performance shall be governed by the City.

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

11. Amendments. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

12. Legal Services. The City shall be responsible for obtaining its own legal services to the extent necessary or appropriate for conducting permit and SEPA review pursuant to this Agreement.

13. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto: the City and County. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

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: _____

Dated

CITY OF TUKWILA

Steve Mullet, Tukwila City Mayor

Dated

Approved as to Form:

City Attorney

Dated