



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 8, 2002

Motion 11548

Proposed No. 2002-0297.2

Sponsors Irons

1 A MOTION authorizing the county executive to enter into
2 an interlocal agreement with the city of Covington relating to
3 administering mineral resource operations and related
4 grading permits and code enforcement actions by King
5 County's department of development and environmental
6 services.

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9 WHEREAS, the city of Covington incorporated on August 31, 1997, and
10 WHEREAS, all local governmental authority and jurisdiction, with respect to the
11 newly incorporated city, transfers from the county to the city upon the date of
12 incorporation, and

13 WHEREAS, the county has experience and expertise in administering mineral
14 resource operations and related grading permits and code enforcement actions, and

15 WHEREAS, the county and city agree that having county staff administer the
16 grading permit for the mineral resource operation that is occurring at a facility called

17 "Lakeside Industries" on behalf of the city for a transitional period will assist in an
18 orderly transfer of authority and jurisdiction, and

19 WHEREAS the county and city likewise agree that having county staff administer
20 the grading permit for the mineral resource operation that is occurring at a facility called
21 "Calhoun Pit" on behalf of the city for a transitional period will assist in an orderly
22 transfer of authority and jurisdiction, and

23 WHEREAS, it is the parties' intent by virtue of the interlocal agreement that any
24 and all discretionary decisions shall be made by the city, and

25 WHEREAS, this agreement is authorized by the Interlocal Cooperation Act,
26 chapter 39.34 RCW;

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

28 The county executive is hereby authorized to execute an interlocal agreement,
29 substantially in the form of Attachment A to this motion, with the city of Covington for

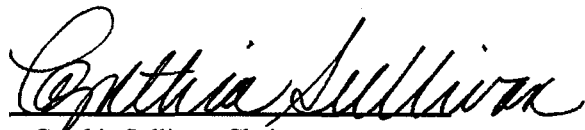
30 the county to process mineral resource operations and related grading permits and code
31 enforcement actions.

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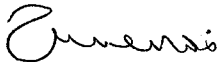
Motion 11548 was introduced on 7/15/2002 and passed by the Metropolitan King County Council on 10/7/2002, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 1 - Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement Between King County and the City of Covington relating to Administering Mineral Resource Operations, October 1, 2002

INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF COVINGTON RELATING TO
ADMINISTERING MINERAL RESOURCE OPERATIONS

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 Covington, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS, the City incorporated on August 31, 1997; and

WHEREAS, all local governmental authority and jurisdiction, with respect to the newly incorporated City, transfers from the County to the City upon the date of incorporation; and

WHEREAS, the County has experience and expertise in administering mineral resource operations and related grading permits and code enforcement actions; and

WHEREAS, the County and City agree that having County staff administer the City's grading permit for the mineral resource operation that is occurring at a facility called "Lakeside Industries," for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS the County and City likewise agree that having County staff administer the grading permit for the mineral resource operation that is occurring at a facility called "Calhoun Pit," 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 Cooperation Act, RCW 39.34 and Article 11 of the Washington State Constitution; NOW THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the City and County as follows:

1. Administration of Grading Permits.

1.1 The County shall administer Grading Permit Nos. 1461-757 and GR-01-001 (hereinafter referred to as Lakeside Industries) and Grading Permit No. 3336-717 (hereinafter referred to as Calhoun Pit) except as otherwise provided herein. The two grading projects are referred to collectively as “the “Grading Projects” or “the sites”. Administration of the permits shall be done pursuant to conditions of permit approval for the Grading Projects and in accordance with the applicable rules and regulations under which the permits are otherwise vested. Any decisions regarding the vested status of the Grading Projects shall be made by the City for project portions located within the City and by the County for project portions located within unincorporated King County.

1.2 In administering permits for the Grading Projects, the County shall monitor the permitted sites for compliance with any conditions of approval and any other applicable rules or regulations; shall make appropriate inspections of the sites; shall issue any necessary correction notices; and shall review and approve or deny minor revisions or field changes to issued permits. If the County determines that a formal code enforcement proceeding should be initiated with regard to a project area located within the City, it shall recommend such action to the City. The City shall perform any necessary project-related code enforcement within the City according to the terms of Section 3 of this Agreement; provided that the County may agree to provide assistance to the City in particular matters upon written request by the City.

1.3 Any financial guarantees related to Grading Project areas within the City shall be transferred from the County to the City, and the City shall require the holder of such permits to modify its financial guarantees to be in favor of the City. All future financial guarantees related to such permits shall be in favor of the City. At the recommendation of the

County Inspector, the City shall process, maintain and release all financial guarantees related to a permit.

1.4 Notwithstanding any provision of this Agreement to the contrary, the City and County shall require that any financial guarantees related to the Lakeside Industries facility, which is located partly in the City and partly in the County, be issued in favor of both the County and City – unless the permit holder is otherwise able to provide separate City/County financial guarantees that properly secure project elements in the separate jurisdictions. The City and County shall endeavor to coordinate in processing, maintaining and releasing any joint financial guarantees.

1.5 The County shall also conduct an annual review of permits for the Grading Projects. The County shall invite City staff to accompany the County in the on-site inspections that occur as part of the annual reviews in order to provide the training contemplated by Section 10.3 of this Agreement.

1.6 In administering the permits, the County shall also conduct a periodic review of the permits. The periodic review procedure for the permits shall commence in 2002. The City shall provide the required public notice by mail to neighboring property owners. The County shall evaluate public comments, site operations and permit conditions, and prepare staff reports and recommendations for City approval. The City shall issue the periodic reports and determinations and decide whether to modify, add or subtract any permit conditions.

2. SEPA Compliance.

2.1 In order to satisfy the procedural requirements of the State Environmental Policy Act (“SEPA”), the City shall serve as lead agency for any action involving SEPA review for the permits as identified in this Agreement. Subject to the appeal provisions set forth in section 4 below, the City’s Responsible Official shall make environmental and

threshold determinations, supervise the preparation and content of environmental review for actions relating to a permit, and render decisions to condition or deny Grading Project proposals under SEPA.

2.2 All SEPA reviews shall be done pursuant to the applicable rules and regulations under which the permits are vested.

3. Code Enforcement.

3.1 The City shall be responsible for performing any necessary, formal, code enforcement proceedings with regard to code violations that occur on the sites. The City shall do so according to the applicable City rules and regulations. Any administrative code enforcement appeal hearings shall be heard by the City.

3.2 Upon written request by the City, the County shall provide technical and administrative assistance to the City in performing code enforcement on this grading permit. Such assistance may include, but is not necessarily limited to, investigating code violations and recommending to the City when a code enforcement action should be initiated, issuing notices of violation, preparing staff reports for administrative code enforcement appeal hearings, and testifying at any such hearings. Such technical administrative assistance may recommend but shall not include the making of discretionary decisions, such as whether to initiate a code enforcement action, whether to terminate a code enforcement action, whether to perform abatement, whether to collect civil penalties or other costs, or whether to file suit for civil code enforcement in a court of law.

3.3 The County may, but is not required, pursuant to paragraph 1.2 of this Agreement and without a written request from the City, investigate code violations related to the mineral extraction operation subject to a permit and recommend to the City when a code

enforcement action should be initiated. The County shall direct any citizen code enforcement complaints to the City.

4. Appeals.

4.1 Any and all quasi-judicial appeals of Grading Projects permit decisions by the County, including but not limited to appeals from procedural and/or substantive SEPA decisions, shall be heard by the City Hearing Examiner. This provision applies to Grading Project decisions in the City and in unincorporated King County.

4.2 The County shall assist the City with preparation and submittal of a written review and comment on any appeal of County Grading Projects decisions. The County shall additionally attend such appeal hearings to provide testimony regarding its analysis and decision.

5. Administrative Priority. Within budgetary constraints, the County agrees to provide the services identified in this Agreement for properties in the City at the same level of service provided for properties in the unincorporated areas of the County.

6. Fees/Reimbursement

6.1 In order to fully cover the costs of performing permit administration and of providing technical assistance, administrative assistance, or other services pursuant to this Agreement, the City shall reimburse the County at the hourly amount specified in King County Code Title 27 as currently adopted or hereinafter amended. The parties understand that the rate of reimbursement, currently \$132 per hour, will increase if King County's Title 27 hourly fee amount is amended.

6.2 In order to cover the costs of providing code enforcement, training, and appeal assistance to the City under this Agreement, the applicant shall pay the County the hourly rate

for the Department of Development and Environmental Services set forth in K.C.C. 27.02.190 as currently adopted in the amount of \$132 an hour or as hereinafter amended.

6.3 All payments by the City shall be made to the County within thirty (30) days of the County's invoicing of those fees.

7. Filing Documents. Copies of all documents that the County will require and review in the performance of the services identified in this Agreement shall be copied to the City.

8. Legal Representation. 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 the applicant's expense.

9. Indemnification.

9.1 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 which arises in whole or in part from the adoption, existence, validity or effect of City ordinance, policies, rules or regulations. If any cause, claim, suit, action, or administrative proceedings is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

9.2 The County shall indemnify and hold harmless the City, its officers, agents or employees, or any of them, from any and all claims, actions suits, liability, loss, cost, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the County, its officers, agents or employees, or any of them, relating to or arising out of performing services pursuant to this Agreement; except for injuries and damages caused by the sole negligence of the City. In the event that any such 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 such suit if any principle of governmental or public law is involved. If final judgment is rendered in said suit against the City, its officers, agents or employees, or any of them, or jointly against the City and the County or their respective officers, agents or employees, or any of them, the County shall satisfy same.

9.3 The City shall indemnify and hold harmless the County its officers, agents or employees, or any of them, from any and all claims, actions suits, liability, loss, cost, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents or employees, or any of them, relating to or arising out of performing services pursuant to this Agreement; except for injuries and damages caused by the sole negligence of the County. In the event that any such 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 such suit if any principle of governmental or public law is involved. If final judgment is rendered in said suit against the County, its officers, agents or employees, or any of them, or jointly against the County and the City or their respective officers, agents or employees, or any of them, the City shall satisfy same.

10. Administration.

10.1 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 Public Works Director, or his/her designee.

10.2 The County agrees to assist the City in training City staff to administer a grading permit for mineral resource operations. Such training shall be subject to reimbursement pursuant to section 6 of this Agreement.

11. Term and Termination.

11.1 This Agreement shall be effective on the date last signed by the parties and shall renew automatically from year to year for a period of five (5) years unless either party initiates the termination procedures outlined herein.

11.2 Either party shall have the right to terminate this Agreement at any time, with or without cause, upon the giving of thirty (30) days written notice to the other of such cancellation.

11.3 Upon the termination of this Agreement, the County shall cease further processing and related review and enforcement functions with respect to clearing and grading. The County shall also, within forty-five (45) days of giving or receiving notice of the termination of this Agreement, transfer to the City all files related to a permit along with any unexpended portions of filing fees related to a permit.

11.4 Upon giving or receiving notice of the termination of this Agreement the City shall promptly advise the affected permit holder(s) that it has assumed all further processing responsibility with regard to the Grading Projects) and shall within thirty (30) days pay to the County all money owed under this Agreement.

12. 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.

13. 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.

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 Covington

City Manager

Dated

Approved as to form

Duncan C. Wilson
City Attorney

Dated