



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**February 14, 2005**

**Ordinance 15120**

**Proposed No.** 2005-0041.1

**Sponsors** von Reichbauer

1 AN ORDINANCE authorizing the executive to enter into  
2 an interlocal agreement with the city of Federal Way  
3 relating to the processing of building and land use  
4 applications.

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**STATEMENT OF FACTS:**

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1. Effective January 1, 2005, the city of Federal Way annexed the  
9 Redondo East, North Lake and Southwest Parkway areas.

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2. Before the January 1, 2005 effective date, the King County department  
11 of development and environmental services received permit applications  
12 relating to properties located within the Redondo East, North Lake and  
13 Southwest Parkway annexation areas.

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3. In the absence of an interlocal agreement between King County and the  
15 city of Federal Way, the affected permit applications would be transferred  
16 to the city for further processing.

17           4. In the interest of a continuum of service to affected permit customers,  
18           the city of Federal Way has asked that the department of development and  
19           environmental services process these permit applications to conclusion.

20           **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

21           SECTION 1. The county executive is hereby authorized to enter into an interlocal  
22           agreement, substantially in the form attached, with the city of Federal Way to process the  
23           building and land use permit applications received by the county before the January 1,

Ordinance 15120

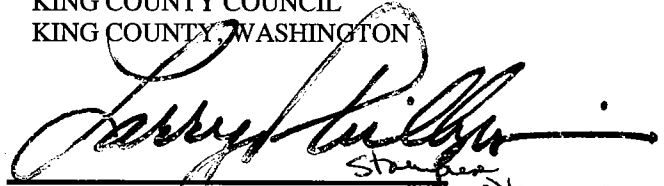
24 2005, annexation date, affiliated with properties located within the annexation areas of  
25 Redondo East, North Lake and Southwest Parkway.

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Ordinance 15120 was introduced on 1/31/2005 and passed by the Metropolitan King  
County Council on 2/14/2005, by the following vote:

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

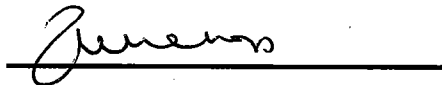
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Larry Phillips, Chair

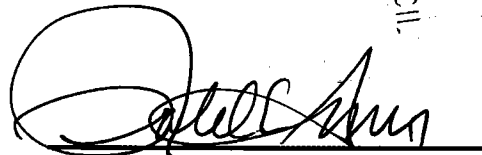
Stamp: RECEIVED  
2005 FEB 24 AM 9:54  
KING COUNTY COUNCIL  
Clerk  
Stamp: Stamped and filed by telephone 2/14/05

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 22 day of February, 2005.



Ron Sims, County Executive

**Attachments**

A. Interlocal Agreement between King County and the City of Federal Way Relating to Processing of Building and Land Use Applications

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
AND THE CITY OF FEDERAL WAY RELATING TO PROCESSING  
OF BUILDING 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 Federal Way, a municipal corporation in the State of Washington (hereinafter referred to as the "City").

WHEREAS, the North Lake, Redondo East, and Parkway annexation areas ("Annexation Areas") will become effective on January 1, 2005, pursuant to ordinances 15005, 15006, and 15007; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the newly annexed areas transfers from the County to the City upon the date of annexation; and

WHEREAS, the County and City agree that having County staff process various annexation area building 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, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation 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. Preannexation Building Permit Applications Filed with King County.

1.1 Except as otherwise specified herein, the County shall continue to review on behalf of the City all vested building permit applications filed with the County before the effective date of annexation that involve property within the Annexation Areas. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City.

1.2 For purposes of this Agreement building permits include but are not limited to building permit mechanical permits and fire systems/fire sprinkler permits.

1.3 County review of building permits pursuant to this Agreement shall include decisions to approve condition or deny applications; follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits that are essential for completion of each original project permit. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building permit decisions, if any, shall be processed in the same manner as permit appeals in Section 2.4 of this Agreement.

1.4 The City shall have sole discretion and responsibility on the assessment of required performance and the enforcement or release of financial guarantees required of the applicant to secure compliance with permit or development-related requirements. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

1.5 The County shall review and render decisions on requests for changes to approved building-related 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 a certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

2. Preannexation Land Use Permit Applications Filed with King County.

2.1 Except as otherwise specified 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 Areas. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City.

2.2 For purposes of this Agreement, land use permits include but are not limited to conditional use permits, site plan approvals, rezones, reasonable use permits, special use permits, SEPA reviews, shoreline permits and exemptions, short subdivisions, formal subdivisions (preliminary plats and final plats), boundary line adjustments, lot line elimination, binding site plans, plat alterations and amendments, right-of-way permits, clearing and grading permits, and other land use and engineering permits and approvals.

2.3 For those vested land use applications that do not require a public hearing prior to issuance, the County shall render a decision to approve, condition or deny applications; conduct follow-up inspections; issue extensions or completion of extensions. Appeals of building permit decisions, if any, shall be processed in the same manner as appeals are processed under Section 2.4 of this Agreement.

2.4 For those vested land use applications that require quasi-judicial or legislative approval or that involve administrative appeals, the County shall prepare a report and recommendation to the City's designated decision-maker for a final decision. Except as provided in Section 5, the City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice,

conducting any public hearings or appeals and making any final decision on such applications. County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation.

2.5 For those subdivisions and short subdivisions that have been granted preliminary approval prior to incorporation or annexation or under Section 2.4, the County shall continue its review through engineering plan approval, final plat or short plat approval, construction inspection approval, and maintenance/defect approval phases. For each of these post-preliminary review phases, the County shall prepare a recommendation for the City's designated decision maker. All final decisions on any of the post-preliminary review phases shall be rendered by the City. At the request of the City, County staff shall appear before the City Council to discuss analysis set forth in the County's final plat approval recommendation.

2.6 The City shall have sole discretion and responsibility on the assessment of required performance and the enforcement or release of financial guarantees required of the applicant to secure compliance with permit or development-related requirements. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

3. Permit Renewal or Extension. The City shall have ultimate authority to determine whether or not to renew a building permit or to renew or extend a land use permit under review or issued by the County in the annexation areas.

4. Optional Exclusion of Particular Applications. The City or County may at any time exclude from this Agreement any particular permit(s) or application(s) upon providing to the County or City fifteen days advance written notice. If the City provides written objection to the County's exclusion within ten days thereafter, the County shall continue processing of the application. Upon excluding any permit from review under this Agreement, the County shall turn the application over to the City for all further processing.

5. Optional Hearing Examiner Review. Notwithstanding any other provision in this Agreement, upon written request by the City, the County may agree to have the King County Hearing Examiner conduct public hearings or appeals on behalf of the City for particular land use or building permit applications. Decisions whether to utilize the County Hearing Examiner for appeal or hearing recommendations or decisions shall be made by the City and County on a case by case basis.

6. SEPA Compliance.

6.1. In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the County shall serve as lead agency for all applications processed by the County pursuant to this Agreement.

6.2 Except as provided in Section 5, appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard by the City.

7. Permit Condition and Code Enforcement.

7.1. Enforcement of Code Requirements. Within sixty days following the date this Agreement is last signed below, the County shall provide the City with a list and brief explanation of all



incorporation or annexation area code enforcement cases under review by the County at the time of annexation and shall provide file documents to the City upon request.

7.2 The City shall be responsible for undertaking any code enforcement actions following the date of incorporation or annexation.

8. Fees and Reimbursement.

8.1 In order to cover the costs of processing building and land use permit applications and performing SEPA review in accordance with the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City as may be modified at some future date by the County and the City.

8.2 For all applications upon which the County has initiated review and that are subsequently 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. Duration. This Agreement shall be deemed to take effect retroactively upon January 1, 2005 and shall continue in effect for a period of five years thereafter, unless otherwise terminated or extended. Either party may terminate this Agreement upon providing at least one hundred and twenty days (120) days written notice to the other party. The Agreement may be extended as provided in Section 11.

10. Termination Procedures. Upon termination of this Agreement, the County shall cease further processing, enforcement, and related review functions with respect to 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 incorporation or annexation area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

11. Extension. Pursuant to a mutual agreement between the parties, this Agreement may be extended for five additional years or for a lesser agreed upon period. In order to extend the otherwise applicable termination date of this Agreement, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable termination date. If the parties have not agreed to the extension in writing by the termination date, the agreement terminates.

12. Indemnification.

12.1 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.

12.2 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.

12.3 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.

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

of performance shall be governed by the County.

14. Administration. This Agreement shall be administered by the County Director of Development and Environmental Services or his/her designee, and the City Manager, or his/her designee.

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

16. 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 its own expense.

17. 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 THEREOF, the Parties have executed this Agreement.

CITY:

COUNTY:

\_\_\_\_\_  
David H. Moseley, City Manager

\_\_\_\_\_  
Ron Sims, King County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
N. Christine Green, CMC, City Clerk

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Patricia A. Richardson, City Attorney

\_\_\_\_\_  
King County Prosecuting Attorney