

INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF SAMMAMISH RELATING TO PROCESSING
OF BUILDING AND LAND USE APPLICATIONS

THIS AGREEMENT is to is made and entered into by and between King County, a home rule charter county of the State of Washington (hereafter referred to as the "County") and the City of Sammamish, a municipal corporation of the State of Washington (hereafter referred to as the "City").

WHEREAS, the County and City entered into an Interlocal Agreement (ILA) dated August 25, 1999 relating to the processing of building and land use applications; and

WHEREAS, said Interlocal Agreement has expired and the parties wish to enter into a new ILA related to the processing of building and land use applications; and

WHEREAS, it is the intent of the parties to make such agreement in accordance with the Interlocal Cooperation Act, RCW Chapter 39.34, in order to foster an efficient and orderly process for review of building and land use applications within the City's incorporated limits;

NOW, THEREFORE, in consideration of the terms and conditions hereafter set forth, it is agreed as follows:

1. Preincorporation or Preannexation Permit Applications Filed with King County

1.1 Except as otherwise provided herein, the County shall continue to review on behalf of the City all vested building permit and land use applications filed with the County before the effective date of incorporation (August 31, 1999) or annexation which involve property within the City. 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. [2.1]

1.2 Except as provided in Section 2 of this Agreement, County 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 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, which are essential for completion of each original project permit. Appeals of building related permit decisions, if any, shall be processed in the same manner as Section 2.4. [2.2]

1.3 For those land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report

and recommendation to the City's designated decision-maker. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City. [2.3]

1.4 For those land use applications that require quasi-judicial or legislative approval; e.g., subdivision or rezones; or which involve administrative appeals, the County shall likewise prepare a report and recommendation to the City's designated decision-maker for a final decision. The City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application. County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation. [2.4]

1.5 For those subdivisions and short subdivisions that have been granted preliminary approval prior to incorporation or annexation, the County shall continue its review through engineering plan approval, final plat or short plat approval, construction inspection approval, and maintenance/defect approval, unless requested by the City to transfer the application to the City upon completion of a review stage. Unless transferred, for each of these post-preliminary review phases, the County shall make a recommendation for the City's designated decision maker. 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. All final decisions on any of the post-preliminary review phases shall be rendered by the City. All financial guarantees required of the applicant at completion of a current review phase to secure compliance with the requirements of subsequent phases shall be filed with or turned over to the City, which shall have sole discretion on the assessment of required performance and the release of said guarantees. [2.5]

1.6 The County will prepare and send to the City a list of all building and land use permit applications pending within the incorporation or annexation area as of the date of incorporation or annexation. The City or County may at any time exclude from this Agreement any permit(s) or application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to excluded the permit(s) or application(s). Upon excluding any permit from review under this Agreement, the County shall thereupon turn the application over to the City for all further processing. [2.6]

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 applications processed by the County pursuant to this Agreement. [5.1]

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

2.3 For those permits 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, 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, the items identified in Section 5.3 of the parties' prior Interlocal Agreement (1999). [5.3]

2.4 In cases where an environmental impact statement is prepared for a project, the decision whether to condition or deny an application on SEPA grounds shall be made by the City. [5.4]

3. Permit Conditions and Code Enforcement

3.1 Enforcement of Permit Conditions: The County is authorized, on behalf of the City, to enforce conditions of approval for those permits that the County processes pursuant to this Agreement. Such enforcement authority shall not include initiation of court enforcement actions. Initiation of such actions shall be the sole responsibility of the City. [7.1]

3.2 Enforcement of Code Requirements: Within a reasonable period following the effective date of this Agreement, 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 incorporation or annexation. [7.2]

3.3 The City shall be responsible for undertaking any code enforcement actions following the date of incorporation or annexation. [7.3]

4. Processing Priority

The County agrees to process building and land use applications in accordance with the County's administrative procedures, at the same level of service normally provided to County applications. [8]

5. Fees and Reimbursement for County-processed permits

5.1 In order to cover the costs of processing building and land use permit applications in accordance with this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinance. [9.1]

5.2 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. [9.2]

5.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, the City shall pay the County an hourly rate of \$120.00, or at such other hourly rate as is specified in King County Code Title 27. 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. 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. [9.3]

6. Pending Matters

The following pending permits within the City's jurisdiction shall continue to be processed by the County:

- a. The County's East Lake Sammamish Trail permits; and
- b. Inspection of Gill clearing and grading permits.

7. Duration

This Agreement shall become effective on the date it has been approved by the legislative authorities of both parties and has been executed and delivered by the parties to each other; and shall continue in effect for 36 months thereafter, unless mutually extended by written agreement of the parties. Provided either party may terminate this agreement upon 90 days advance written notice to the other.

8. Indemnification

a. By the County: 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, with counsel acceptable to the City, the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of 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.

b. By the City: 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, with counsel acceptable to the County, the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle 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.

c. **Concurrent Negligence:** 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.

9. General Terms

a. Administration.

This Agreement shall be administered for the City by the Community Development Director or his/her designee, and for the County by the Director of the Department of Development and Environmental Services, or his/her designee.

b. Severability

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected.

c. No Waiver

Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of this Agreement.

d. 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 upon any provision set forth herein.

e. Entire Agreement

This Agreement is the complete expression of the terms hereof 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.

IN WITNESS THEREOF, the parties have caused this interlocal agreement to be executed this 4th day of April, 2012.

KING COUNTY

CITY OF SAMMAMISH


By: _____
County Executive

By:  _____
City Manager

Approved as to form:

Approved as to form:

By: _____
Deputy Prosecuting Attorney

By:  _____
City Attorney