



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 15, 2009

Ordinance 16653

Proposed No. 2009-0466.1

Sponsors Patterson and Hague

1 AN ORDINANCE authorizing the King County executive
2 to execute an interlocal agreement with the city of Renton
3 relating to permit processing for grading and associated
4 building permits associated with the Soos Creek trail.

5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 **SECTION 1. Findings:**

8 A. The King County facilities management division has been the project manager
9 for previous phases of construction on the Soos Creek trail.

10 B. The facilities management division anticipates applying for permits later in
11 2009 for Phases V and VI of the Soos Creek trail.

12 C. Some portions of these phases are in unincorporated King County, while
13 others are within the jurisdiction of the city of Renton.

14 D. It is more efficient for the permit applicant, which is the facilities management
15 division, as well as the citizens of the county, to seek development permits from a single
16 agency.

17 E. The county has a long history of providing quality regional services to smaller
18 incorporated governments.

19 F. The county and the city, although separate legal entities, share the common
20 goal of processing development permits and providing quality services to the citizens of
21 the county as efficiently as possible.

22 G. The Renton city council is expected to approve the attached interlocal
23 agreement for processing the grading and associated building permits associated with the
24 Soos Creek trail.

25 SECTION 2. The county executive is hereby authorized to execute an
26 interlocal agreement, substantially in the form of Attachment A to this ordinance,

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Ordinance 16653

28 with the city of Renton relating to grading and associated building permit
29 processing for permits associated with the Soos Creek trail.
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Ordinance 16653 was introduced on 8/17/2009 and passed by the Metropolitan King County Council on 9/14/2009, by the following vote:


Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17th day of September, 2009.



Kurt Triplett, County Executive

RECEIVED
2009 SEP 18 PM 4:09
CLERK
KING COUNTY COUNCIL

Attachments

- A. Interlocal Agreement Between King County and the City of Renton Relating to Processing of Clearing/Grading and Associated Building Permit Applications for the Soos Creek Trail

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF RENTON
RELATING TO PROCESSING OF CLEARING/GRADING AND ASSOCIATED
BUILDING PERMIT APPLICATIONS FOR THE
SOOS CREEK TRAIL**

THIS AGREEMENT is made and entered into this day by and between the City of Renton, 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”).

WHEREAS, the City annexed an area of unincorporated King County described in Attachment 1 and may annex additional areas of unincorporated King County (collectively referred to as the “Annexation Area”); and

WHEREAS, all local governmental authority and jurisdiction with respect to the Annexation Area transferred from the County to the City upon the date of annexation; and

WHEREAS, the County is proceeding with Phase V of the Soos Creek Trail extension and portions of this extension will be located within the City, and future phases, if any, of the Soos Creek Trail extension will include portions located within the City; and

WHEREAS, the County and City agree that having County staff process on behalf of the City all clearing/grading and associated building permit applications for the Soos Creek Trail extension, including permits for portions located within 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 Chapter 39.34;

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

1. Fees. The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

2. Processing of Permit Applications.

2.1 Except as otherwise provided for herein, the County shall review on behalf of the City all clearing/grading and any associated building permit applications for Phase V of the Soos Creek Trail extension and future phases of the Soos Creek Trail extension, if any. This review includes review of clearing/grading and any associated building permit applications for those portions of the trail which are located within the City. The County’s review of permit applications for those portions of the trail which are located within the City shall occur in accordance with the City’s regulations to which the applications are vested and in accordance with the terms contained in this Agreement. Any decision

regarding whether or when an application has vested shall be made by the City. The City may rescind this authorization in accordance with the terms contained in Section 16.

2.2 Except as provided in Section 3 of this Agreement, the County's review of clearing/grading and associated building permits shall include rendering decisions to approve, condition or deny such applications; conducting inspections; issuing correction notices, permit extensions and completion of extensions; and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable clearing/grading or associated building permit decision. Appeals of clearing/grading and associated building permit decisions, if any, shall be processed by the City; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

2.3 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a clearing/grading or associated building permit application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

3. Permit Renewal or Extension. The County shall review and make a recommendation to the City on requests to renew permits that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

4. Records Management Upon Completion of Review or Termination. The County shall provide the City with a copy of files and records of all clearing/grading and associated building permits processed under this Agreement upon completion of permit review or termination of the Agreement under Section 11, whichever comes first.

5. SEPA Compliance.

5.1. In order to satisfy the procedural requirements of the State Environmental Policy Act (SEPA), the City and the County agree that the County will serve as lead agency for all clearing/grading and any associated building permit applications involving the Soos Creek Trail extension. The SEPA responsible official designated pursuant to King County Code section 20.44.020 shall serve as the SEPA responsible official to make threshold determinations and to supervise the preparation and content of environmental review.

5.2. Any and all appeals from SEPA threshold determinations and other SEPA matters relating to permits for the Soos Creek Trail extension processed under this Agreement shall be heard and decided by the County pursuant to the King County Code.

5.3. Any decision whether to condition or deny an application on SEPA grounds shall be made by the County.

6. Administrative and Ministerial Processing. County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all final recommendations on decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

7. Financial Guarantees. Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the City, which shall have sole authority and discretion over its release and/or enforcement. Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions that are being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. In making such decisions whether to release a financial guarantee instrument, the County may at any time seek direction from the City. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees.

8. Processing Priority. Within budgetary constraints, the County agrees to process building-related and land use permit applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. Fees and Reimbursement.

9.1 In order to cover the costs of providing services pursuant to 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 pursuant to Section 1 above, or as may be modified at some future date by the County and the City.

9.2 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.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings pursuant to the City's request, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this section 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 fees. 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.

10. Duration. This Agreement shall become effective upon approval by the City and the County and shall continue until December 31, 2014, unless otherwise terminated in accordance with Section 11 or extended in accordance with Section 12.

11. Termination. Either party may terminate this Agreement upon providing at least sixty (60) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of 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. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. Extension. The City and County may agree to extend the duration of this Agreement through December 31, 2019 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 sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(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.

13. Indemnification, Hold Harmless and Defense.

13.1 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.

13.2 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.

13.3 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.

13.4 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 that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

14. Personnel. Control of County 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.

15. Administration. This Agreement shall be administered by the County Director of Development and Environmental Services or his/her designee, and by the City's designated decision maker or his/her designee.

16. 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.

17. 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.

18. 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

King County Executive

Dated

Approved as to Form:

DANIEL T. SATTERBERG
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney

Dated

CITY OF RENTON

Renton Mayor

Dated

Approved as to Form:

City Attorney

Dated