

After Recording Return to:

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Snohomish County Council
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**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF STANWOOD AND SNOHOMISH COUNTY
CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN
THE STANWOOD URBAN GROWTH AREA**

GENERAL RECITALS

1. PARTIES

This Interlocal Agreement (hereinafter "AGREEMENT" or "ILA") is made by and between the City of Stanwood (hereinafter referred to as the "CITY") and Snohomish County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington, pursuant to the Growth Management Act, codified at chapter 36.70A RCW, the Governmental Services Act, codified at chapter 36.115 RCW, Chapter 43.21C RCW (SEPA), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and the Interlocal Cooperation Act, codified at chapter 39.34 RCW.

2. PURPOSE AND RECITALS

- 2.1 The purpose of this AGREEMENT is to facilitate an orderly transition of services and responsibility for capital projects from the COUNTY to the CITY at the time of annexation of unincorporated areas of the County to the City. This AGREEMENT between the CITY and the COUNTY also addresses joint transportation system planning and the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts of land development.
- 2.2 This AGREEMENT applies to all annexations that are approved after the effective date of this AGREEMENT.
- 2.3 The City of Stanwood's Growth Management Act (GMA) Comprehensive Plan, as now existing or hereafter amended, identifies the Stanwood Urban Growth Area (UGA), within which potential future annexations may occur (Exhibit A).
- 2.4 The CITY and COUNTY recognize that this framework AGREEMENT includes general statements of principle and policy, and that addenda to existing interlocal agreements or

government service agreements or additional agreements on specific topical subjects relating to annexation and service transition may be developed subsequently. Separate interlocal or government service agreements on specific annexation issues will supersede the specific language in this AGREEMENT only for that specific issue. Potential topics for additional agreements include: roads and traffic impact mitigation; surface water management; parks, recreation and open space; police services; and fire marshal services.

- 2.5 If the COUNTY legislative authority finds that a proposed annexation within the Stanwood UGA is consistent with this AGREEMENT and that an addendum pursuant to Section 13 of this Agreement is completed or is not necessary, the COUNTY will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 2.6 The CITY and COUNTY wish to establish a generalized, framework interlocal agreement to implement urban development standards within the Stanwood UGA prior to annexation, for the planning and funding of capital facilities in the unincorporated portion of the uncontested UGA, and to enable consistent responses to future annexations.
- 2.7 The CITY and COUNTY share a commitment to ensure that infrastructure which is within the funding capacities of the CITY and COUNTY will be in place within the UGA to serve development as it is ready for occupancy and use without decreasing service levels below locally established minimum standards.
- 2.8 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions that effect improvements in the respective jurisdictions. Separate interlocal agreements on reciprocal park mitigation may be negotiated after the effective date of this agreement.
- 2.9 The CITY and COUNTY recognize the need for joint planning to establish local and regional facilities the jurisdictions have planned or anticipate for the area; to identify ways to jointly provide these services; and to identify transition of ownership and maintenance responsibilities as annexations occur. This may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. Joint planning issues could include: planning, design, funding ROW acquisition, construction, and engineering for road projects; regional transportation plans; infrastructure coordination; watershed management planning; capital construction and related services; parks, recreation, and open space.
- 2.10 The CITY agrees to adopt the COUNTY codes listed in Exhibit B by reference for the purpose of allowing the COUNTY to process and complete permits and fire inspections in annexed areas. Adoption of the COUNTY's codes in no way affects projects applied for under the CITY's jurisdiction. The COUNTY shall be responsible for providing copies of all the codes listed in Exhibit B in addition to all the updates thereto to the Stanwood City Clerk, so that the City Clerk may maintain compliance with RCW

35A.12.140.

- 2.11 Within their own jurisdictions, the COUNTY and the CITY each have responsibility and authority derived from the Washington State Constitution, State laws, and any local charter to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions.
- 2.12 The CITY and the COUNTY recognize that land use decisions and transportation planning can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.

ANNEXATION RELATED ISSUES

3. GMA AND LAND USE

Purpose: To ensure land use requirements under GMA and the COUNTY's land use codes are met.

- 3.1 Urban density requirements. Except as may be otherwise allowed by law, the CITY agrees to adopt and maintain land use designations and zones for the annexation areas that will accommodate within its jurisdiction the population and employment allocation assigned by Snohomish County under GMA for the subject area. Provided, however, this shall not be deemed as a waiver of the City's right to appeal the assignment of population and employment allocation by any means provided by law.
- 3.2 Imposition of City Standards. The COUNTY agrees to encourage development applicants within the Stanwood UGA to design projects consistent with the CITY's urban design and development standards. The CITY agrees to make written recommendations to the COUNTY on how proposed new land use permit applications could be changed to make them consistent with CITY standards. When approval of the development is contingent upon extension of water and/or sewer service provided by the CITY, the COUNTY agrees to impose only those conditions voluntarily negotiated between the developer and the CITY as a condition of a water and/or sewer contract between the property owner or developer and the CITY, provided that the conditions meet minimum COUNTY DEVELOPMENT standards and mitigation conditions. The CITY agrees that the COUNTY can only impose standards and conditions in addition to those that the COUNTY would impose under COUNTY codes, if the applicant agrees in writing.

4. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY

Purpose: To guarantee continuity for permit applicants by the COUNTY and CITY working together to set a process for transfer of permits at an appropriate stage of a permit review process and/or when the CITY is able to handle the additional workload.

- 4.1 Land use permit application consultation. After the effective date of this AGREEMENT, the COUNTY agrees to give the CITY timely written notice and review opportunity related to all land use permit applications inside the Stanwood UGA, as defined in Section 4.5.1 below, as soon as the COUNTY is aware of such applications. The COUNTY will invite the staff representatives from the CITY to attend staff meetings with the applicant relating to the permit, including pre-application meetings.
- 4.2 Review of county land use permit applications. All land use applications submitted to the COUNTY within the Stanwood UGA that are subject to SEPA will be reviewed under the terms of Sections 3 and 8 of this Interlocal Agreement, the provisions of SEPA, and any other interlocal agreements relating to interjurisdictional coordination.
- 4.3 County will process permits. The COUNTY agrees to continue processing both building and land use permit applications in the annexed area for which complete applications were filed before the effective date of the annexation, as provided below.
- 4.4 Building permits.
- 4.4.1 Definitions. For the purposes of this AGREEMENT, the following definitions apply: "building permits" is defined as printed permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure. "Associated permits" means mechanical, electrical, plumbing and sign permits for the building being permitted. "Completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit.
- 4.4.2 Completion of building permits. In areas that have been annexed, the COUNTY agrees, at no cost to the City, to complete processing of building permit applications that were deemed complete prior to the effective date of the annexation, subject to the limitations in Sections 4.4.4 and 4.4.5 of this AGREEMENT. In addition, the COUNTY agrees to accept, process, and conduct inspections through completion for any associated permits for which it receives an application and accompanying fees before the effective date of the annexation. Where legislative approval by the Stanwood City Council is required, the COUNTY will provide appropriate staff for the City Council's meeting, if deemed necessary by the CITY. Permit renewals shall be governed by Section 4.6.
- 4.4.3 Appeals of building permits. The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of building permits issued by the COUNTY in the annexed area.
- 4.4.4 Building permits may be issued up to four months following annexation in areas that have been annexed. The COUNTY agrees to continue processing building permit applications pursuant to Section 4.4.2 of this AGREEMENT for up to four months following the effective date of the annexation. On or about the effective date of the annexation, the COUNTY and CITY will determine, in consultation with the applicant(s), whether any pending building permit applications will be transferred to the CITY for completion.

- 4.4.5 Transfer by request of permit applicant. The CITY may at any time request the COUNTY to transfer pending building permit applications upon receipt of a written request by the permit applicant. The COUNTY will contact applicants for pending permit applications to provide advance notification of the transfer date. The CITY will honor any intermediate approvals (such as building plan check approval) that are effective prior to transfer of the permit application. Following consultation with the COUNTY, CITY staff must approve extension of intermediate approvals following the annexation.
- 4.4.6 Transfer of permit fees. The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule.
- 4.5 Land use permits.
- 4.5.1 Definitions. For the purposes of this AGREEMENT, the following definitions apply: "land use permits" is defined as non-single family building permits for structures greater than 4,000 square feet in size, subdivisions, planned residential developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits and variances. "Review stage" is defined for subdivisions and short subdivisions to include the following elements which will individually be regarded as a distinct "stage": preliminary plat approval, plat construction plan approval, inspection or final plat processing. "Review stage" for all other land use permits includes preliminary approval, construction plan approval, construction inspections or final sign-off, but does not include related building permit applications unless applied for in the COUNTY prior to the effective date of the annexation.
- 4.5.2 Completion of land use permits. The CITY and COUNTY agree to review before the effective date of the annexation the pending land use permits within the annexation area and to execute a detailed agreement covering the transfer of the pending land use permits in the annexation area.
- 4.5.3 Land use dedications, deeds or conveyances. Final plats or other dedications of public property will be transmitted to the CITY for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds or conveyances will be in the name of the CITY after the effective date of the annexation and will be forwarded to the City Council for acceptance by the CITY even if the COUNTY is continuing to process the permit.
- 4.5.4 Appeals of land use permits. The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of land use permits issued by the COUNTY in the annexed area.

- 4.6 Permit renewal or extension. After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the COUNTY in the annexation area is to be made to and administered by the CITY.
- 4.7 Transfer of permit fees. The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule.
- 4.8 Land use code enforcement cases. Any land use code enforcement cases in the annexation area pending in the COUNTY will be transferred to the CITY on the effective date of the annexation. Any further action in those cases will be the responsibility of the CITY and at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY if necessary to prosecute transferred cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case.
- 4.9 Enforcement of County conditions. Following the effective date of the annexation, the CITY agrees to enforce any conditions imposed by the COUNTY relating to the issuance of a building or land use permit in an area which has been annexed, to the same extent it enforces its own conditions. The COUNTY agrees to make its employees available, at no cost to the CITY, to provide assistance in enforcement of conditions on permits originally processed by COUNTY personnel.
- 4.10 Transference of bonds. Any performance, maintenance or other bonds held by the COUNTY to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be transferred to the CITY along with responsibility for enforcement of conditions tied to said bonds.

5. RECORDS TRANSFER

Purpose: For the CITY and COUNTY to mutually determine the appropriate timing for the transfer of permit records.

Transfer of COUNTY records will be subject to a interlocal agreement between the CITY and the COUNTY, entitled "*Interlocal Agreement Between the City of Stanwood and Snohomish County Concerning Transfer, Custody, and Retention of and Access to Public Records Following Annexation.*"

6. COUNTY CAPITAL FACILITIES REIMBURSEMENT

Purpose: To identify recent capital projects that have occurred within the CITY's UGA for which the COUNTY and CITY need to discuss if reimbursement for a portion of the expenditures is necessary and the best course of action for reimbursement.

- 6.1 Reimbursement for capital facilities investment. The CITY recognizes that the COUNTY can request reimbursement for the depreciated value of certain capital facilities expenditures made in the five-year period preceding the effective date of an annexation based on a negotiated repayment schedule. At the effective date of this AGREEMENT, the CITY and the COUNTY understand that there are no capital facilities that the COUNTY would seek reimbursement for, although projects may be added in the future. However, the CITY and COUNTY agree to use their best efforts to pursue cost sharing where feasible, when planning for new local and regional capital construction projects. Nothing in this paragraph shall be construed as imposing a duty to share costs or reimburse capital expenditures.
- 6.2 Consultation on capital expenditures for active and future projects. The COUNTY will consult with the CITY in planning for new local and regional capital construction projects within the Stanwood UGA, but the CITY has not determined at this time that the COUNTY is legally entitled to any such reimbursement. The COUNTY and CITY agree to begin consultation regarding existing active COUNTY projects within sixty (60) days of approval of this AGREEMENT. At the time of this consultation, or at the project planning stage, the parties will discuss the need for shared responsibilities in implementing capital projects, including the potential for indebtedness by bonding or loans. The CITY and COUNTY will pursue cooperative financing for capital facilities where appropriate. Interlocal agreements addressing shared responsibilities for capital projects within the UGA will be negotiated, where appropriate.
- 6.3 Continued planning, design, funding, construction, and services for active and future capital projects. Separate interlocal agreement(s) for specific projects will address shared responsibilities for local capital projects and local share of regional capital facilities within the Stanwood UGA and continued COUNTY services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area. An annexation addendum under Section 13 of this AGREEMENT will document appropriate interlocal agreements relating to planning, design, funding, property acquisition, construction, and other architectural or engineering services for active and future capital projects within an annexation area.
- 6.4 Capital facilities finance agreements. The CITY and COUNTY will discuss project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the Stanwood UGA. Depending on which jurisdiction has collected revenues, these agreements may include: transfers of future revenues from the CITY to the COUNTY, or from the COUNTY to the CITY; proportionate share reimbursements from the CITY to the COUNTY, or from the COUNTY to the CITY; and/or CITY assumption of COUNTY debt service responsibility (or COUNTY assumption of CITY debt service responsibility) for loans or other financing mechanisms for new local capital projects and existing local capital projects with outstanding public indebtedness within the annexation area at the time of annexation. Both parties agree in

principle that there should not be any reimbursement for projects that have already been paid for by the citizens of the annexing area (e.g., through special taxes or assessments, traffic mitigation, or other attributable funding sources).

- 6.5 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms. After annexation, the CITY agrees to continue administering any non-protest agreements, latecomers assessment reimbursement programs established pursuant to Chapter 35.72 RCW, or other types of agreements or programs relating to future participation or cost-share reimbursement, in accordance with the terms of any agreement recorded with the Snohomish County Auditor relating to property within the Stanwood UGA. In addition to the recorded documents, the COUNTY will provide available files, maps, and other relevant information necessary to effectively administer these agreements or programs. If a fee is collected for administration of any of the programs or agreements contained in this Section, the COUNTY agrees to transfer a proportionate share of the administration fee collected to the CITY, commensurate with the amount of work left to be completed on the agreement. The proportionate share will be based on the COUNTY's fee schedule.

7. ESSENTIAL PUBLIC FACILITIES

Purpose: To ensure adoption of a common siting process for essential public facilities.

Essential Public Facilities Siting Process. The CITY and COUNTY acknowledge and agree to the terms contained in the "*Interlocal Agreement to Implement Common Siting Process for Essential Public Facilities*," already signed by the COUNTY and the CITY, or as hereafter amended.

8. ROADS AND TRANSPORTATION

Purpose: To ensure an orderly transfer of ownership and maintenance of existing road and transportation facilities and the future planning, construction and maintenance of transportation facilities including circulation plans, arterial network plans and transit-oriented development.

- 8.1 Annexation of road rights-of-way. The CITY agrees to assume full legal control and maintenance responsibility for road rights-of-way and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.
- 8.2 Road maintenance responsibility. Where possible the CITY agrees to annex continuous segments of road to facilitate economical division of maintenance responsibility and avoid discontinuous patterns of alternating City and County road/street ownership. Where annexation of segments of road are unavoidable, the CITY and COUNTY agree to consider a governmental service agreement providing for maintenance of the entire road/street segment by the jurisdiction best able to provide maintenance services on an efficient and economical basis.

- 8.3 Taxes, fees, rates, charges and other monetary adjustments. In reviewing annexation proposals, the CITY and COUNTY must consider the effect on the finances, debt structure and contractual obligations and rights of all affected governmental units. Tax and revenue transfers are generally provided by state statute.
- 8.4 Applicability to Developments.
- 8.4.1 Applicability to County Developments. Sections 8.5, 8.7, and 8.8 of this agreement are applicable to all development proposals located in the COUNTY which: generate general transportation impacts on City streets; are not exempt from the requirements of SEPA; and have submitted a complete application as determined by Snohomish County on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as COUNTY DEVELOPMENTS.
- 8.4.2 Applicability to City Developments. Sections 8.5, 8.7, and 8.9 of this agreement are applicable to all development proposals located in the CITY which: generate general transportation impacts on County roads; are not exempt from the requirements of SEPA; and have submitted a complete application as determined by Stanwood Community Development Department on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as CITY DEVELOPMENTS.
- 85 Reciprocal impact mitigation. The CITY and COUNTY agree to mutually enforce each other's traffic mitigation ordinances and policies to the extent permitted by law to address multi-jurisdictional impacts under the terms and conditions as provided for in Section 8.7, 8.8 and 8.9 of this AGREEMENT. A COUNTY DEVELOPMENT which takes access from or has frontage on a CITY street will be required to meet the CITY's requirements for dedication or deeding of additional right-of-way, provision of access and construction of frontage improvements on the CITY's street as determined necessary by the CITY.
- 85 .1 Transfer of uncommitted proportionate share mitigation payments. The COUNTY collects proportionate share mitigation payments (e.g., GMA impact fees and road-related capacity payments collected pursuant to the State Environmental Policy Act) as a condition to the issuance of land development permits pursuant to Chapter 30.66B SCC for roads listed in the impact fee cost basis. Where the annexation area includes system improvement(s) for which mitigation payments have been collected and which remain programmed for improvement(s), the COUNTY and CITY will negotiate a transfer of all or a portion of such payments based upon such factors as the legal requirements for expending the payments, the ability of the CITY to expend any transferred payments on the annexed system improvements, and whether or not developments that made such payments are located in the annexed area. In any negotiation involving mitigation fees imposed by the COUNTY without input from the CITY pursuant to this agreement, the

CITY shall always have the right to refuse to accept any mitigation fees offered by the COUNTY and the COUNTY shall assume full responsibility for the disbursement of such fees, provided that if the CITY refuses any mitigation fees, it shall authorize the COUNTY to complete the project funded by the mitigation fees within the CITY, to the extent permitted by applicable law.

86 Joint transportation planning.

86 .1 Circulation planning and implementation. It is necessary to implement reciprocal traffic policies in order to provide safe and convenient access and circulation for the occupants and users of the new developments and to mitigate impacts of new developments on access and network circulation. Criteria related to access and circulation issues may be included in the set of common design and development standards to be developed under a multi-jurisdictional process. Where appropriate, circulation planning and implementation of development standards and policies will include pedestrian and other non-motorized transportation facilities.

86 .2 Arterial network plan. The CITY and COUNTY agree to cooperate on the development and maintenance of a regional arterial network plan through the Snohomish County Arterial Network (SnoCAN) project or other means to coordinate regional arterial planning and transportation circulation.

86 .3 Transit-oriented development implementation. The CITY and COUNTY agree to cooperate on the development of transit-oriented development (TOD) regulations and transit supportive policies to implement the COUNTY and CITY comprehensive planning policies.

86 .4 Management services. The CITY and COUNTY agree to evaluate whether an interlocal agreement addressing maintenance of streets, traffic signals or other transportation facilities will be appropriate. Any COUNTY maintenance within an annexation area after the effective date of the annexation will be by separate service agreement negotiated between the CITY and COUNTY.

87 Interjurisdictional traffic impacts. Pursuant to Section 8.5, this Section addresses the procedures for identification, documentation and mitigation of interjurisdictional traffic impacts.

8.7.1 City transportation mitigation policies. The CITY has taken numerous actions to address mitigation of environmental and other impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Section 8.7.3 below shall be collectively referred to as the CITY's transportation mitigation policies.

8.7.2 County transportation mitigation policies. The COUNTY has also taken numerous actions to address mitigation of environmental and transportation impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated

in Section 8.7.4 below shall be collectively referred to as the COUNTY' s transportation mitigation policies.

87.3 County review and mitigation authority. Pursuant to SCC 30.61.230(9) and Section 8.5 of this agreement, the COUNTY recognizes the following designated mitigation policies of the CITY as a basis for the COUNTY' s exercise of interjurisdictional mitigation authority pursuant to state and local law:

- A. Chapters 17.149 and 17.151 SMC, as now existing or hereafter amended; the Stanwood Public Works Standards, as now existing or hereafter amended; and the Stanwood GMA Comprehensive Plan, including but not limited to the Land Use Element, the Capital Facilities Element, the Transportation Element, and the Transportation Improvement Program, as now existing or hereafter amended.
- B. CITY codes, chapters, resolutions, plans, and reports incorporated by reference in the titles, chapters, documents, and plans cited above.
- C. CITY policies related to mitigation of traffic impacts, including but not limited to the "City of Stanwood UGA Transportation Study," July 2000, and the "SR 532 Route Development Plan," December, 2001, as now existing or hereafter amended.

87.4 City review and mitigation authority. Pursuant to Section 8.5 of this agreement, the CITY recognizes the following mitigation policies of the COUNTY as a basis for the CITY' s exercise of interjurisdictional mitigation authority under state and local law:

- A. Subtitle 30.6 SCC, including but not limited to Chapter 30.66B SCC and the adopted SEPA policies identified in SCC 30.61.230, as now existing or hereafter amended, and the Snohomish County GMA Comprehensive Plan adopted by Ordinance 94-125 on June 28, 1995, including but not limited to the General Policy Plan, Capital Facilities Element, and the Transportation Element, as now existing or hereafter amended.
- B. COUNTY codes, chapters, resolutions, plans or reports related to mitigation of traffic impacts, including, but not limited to:
 - 1. Snohomish County' s Engineering Design and Development Standards (EDDS) adopted under SCC Chapter 13.05, as now existing or hereafter amended; and
 - 2. The Snohomish County Transportation Needs Report, as now existing or hereafter modified.

88 Mitigation for Impacts of County Development on the City.

- 88 .1 Traffic study requirement for County development. Pursuant to SCC 30.66B.035(7), the COUNTY, through this AGREEMENT, shall require a traffic study for any COUNTY DEVELOPMENT that may have impacts on the CITY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such COUNTY DEVELOPMENT shall submit the requested traffic study to the COUNTY and CITY as part of its initial development application in accordance with Chapter 30.66B SCC.
- 88 .2 Criteria for preparation of the traffic study. The CITY shall provide the criteria for preparation of the traffic study.
- 88 .3 Traffic study requirement may be waived. The COUNTY may waive the requirement for all or part of the traffic study if the CITY indicates in writing that all information necessary to assess the impact of the development is available.
- 88 .4 Requirement of County to inform applicants. The Snohomish County Department of Public Works shall inform applicants, at the time of the pre-submittal conference, of the CITY's requirement for traffic studies and mitigation.
- 88 .5 Supplemental information. Following review of the traffic study, the CITY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT. The COUNTY shall require the proposed development to submit the supplemental information and analysis to the extent that the COUNTY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT.
- 8.8.6 County to provide notice. Prior to issuance of permits or SEPA determination, the COUNTY shall give the CITY notice and afford the CITY a timely opportunity for review, comment, staff consultation as provided by the Snohomish County Code related to the impacts that COUNTY DEVELOPMENT may have on the CITY's transportation system under the CITY's designated mitigation policies. The notice will specify the period within which comments from the CITY must be received by the COUNTY.
- 8.8.7 County development impact on City. If it is determined by the CITY that a COUNTY DEVELOPMENT will impact the CITY's transportation system, the CITY shall notify the COUNTY of specific measures reasonably necessary to mitigate said impacts in accordance with the CITY's designated mitigation policies within the comment period specified in the notice of application. For each mitigation measure requested the CITY shall identify the specific impacts and reference the relevant CITY mitigation policy.
- 8.8.8 Notification to County. If the COUNTY does not receive notification of the CITY's requested mitigating measures within the specified comment period, the COUNTY may assume that the CITY has no comments or information relating to potential impacts of the development on CITY facilities and may or may not, at its election, require mitigation subsequently requested by the CITY. The provisions of this section do not

apply if the COUNTY fails to provide the CITY with notice of the development consistent with Section 8.8.6 above.

- 88 .9 City recommendation on County development. The CITY shall make recommendations to the COUNTY regarding application of its designated mitigation policies to COUNTY DEVELOPMENT that impacts the CITY's transportation system in a manner consistent with the CITY's application of mitigation policies to CITY DEVELOPMENT that impacts CITY transportation systems.
- 88 .10 County imposed mitigating measures. Consistent with Chapter 30.66B.720(3) SCC, COUNTY staff shall recommend imposing the mitigating measures requested by the CITY in accordance with this AGREEMENT as a condition of the COUNTY's development approval, to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the COUNTY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If Snohomish County Department of Public Works (SCDPW) determines that it is likely to recommend not imposing the mitigating measures requested by the CITY, SCDPW will notify the CITY as soon as possible, and work with the CITY to mutually resolve any differences prior to development approval.
- 88 .11 City responsibility. The CITY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36.70A.370, of any recommendation made by the CITY for imposition of mitigation measures on COUNTY DEVELOPMENT. The CITY shall provide all supporting documentation to the COUNTY for inclusion in the record for the COUNTY DEVELOPMENT. The CITY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82.02 RCW related to mitigation by COUNTY DEVELOPMENT for impacts in the CITY.
- 88 .12 City information provided to the County. The CITY will provide the COUNTY with information on development mitigation through regular reports to the COUNTY. By March 31 of each year, the CITY will provide an annual report to the COUNTY to summarize development mitigation that has occurred through this AGREEMENT.
- 89 Mitigation for Impacts of City Development on the County.
- 89 .1 Traffic study requirement for City development. The CITY, through this AGREEMENT, shall require a traffic study from any CITY DEVELOPMENT that may have impacts on the COUNTY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such CITY DEVELOPMENT shall submit the requested traffic study to the CITY and the COUNTY as part of its initial development application.
- 89 .2 Criteria for preparation of traffic study. The COUNTY shall provide the criteria for

preparation of the traffic study.

- 89 .3 Traffic study requirement may be waived. The CITY may waive the requirement for all or part of the traffic study if the COUNTY indicates that all information necessary to assess the impact of the development is available.
- 89 .4 Requirement of City to inform applicants. The CITY shall inform applicants, at the time of the pre-submittal conference, of the COUNTY's requirement for traffic studies and mitigation.
- 89 .5 Supplemental information. Following review of the traffic study, the COUNTY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT. The CITY shall require the proposed development to submit the supplemental information and analysis to the extent that the CITY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT.
- 8.9.6 City to provide notice . Prior to issuance of permits or SEPA determination, the CITY shall give the COUNTY notice and afford the COUNTY a timely opportunity for review, comment, staff consultation as provided by the Stanwood City Code related to the impacts that CITY DEVELOPMENT may have on the COUNTY's transportation system under the COUNTY's designated mitigation policies. The notice will specify the period within which comments from the COUNTY must be received by the CITY.
- 8.9.7 City development impact on County . If it is determined by the COUNTY that a CITY DEVELOPMENT will impact the COUNTY's transportation system, the COUNTY shall notify the CITY of specific measures reasonably necessary to mitigate said impacts in accordance with the COUNTY's designated mitigation policies within the comment period specified in the notice of application. For each mitigation measure requested the COUNTY shall identify the specific impacts and reference the relevant COUNTY mitigation policy.
- 8.9.8 Notification to City. If the CITY does not receive notification of the COUNTY's requested mitigating measures within the specified comment period, the CITY may assume that the COUNTY has no comments or information relating to potential impacts of the development on COUNTY facilities and may or may not, at its election, require mitigation subsequently requested by the COUNTY. The provisions of this section do not apply if the CITY fails to provide the COUNTY with notice of the development consistent with Section 8.9.6 above.
- 89 .9 County recommendation on City development. The COUNTY shall make recommendations to the CITY regarding application of its designated mitigation policies to CITY DEVELOPMENT that impacts the COUNTY's transportation system in a manner consistent with the COUNTY's application of mitigation policies to COUNTY DEVELOPMENT that impacts the COUNTY's transportation system.

89 .10 City imposed mitigating measures. Consistent with CITY code, CITY staff shall recommend imposing the mitigating measures requested by the COUNTY in accordance with this AGREEMENT as a condition of the CITY's development approval to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the CITY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the CITY determines that it is likely to recommend not imposing the mitigating measures requested by the COUNTY, the CITY will notify the COUNTY as soon as possible, and work with the COUNTY to mutually resolve any differences prior to development approval.

8.9.11 County responsibility. The COUNTY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review, including the private property protection process of RCW 36.70A.370, of any recommendation made by the COUNTY for imposition of mitigation measures on CITY DEVELOPMENT. The COUNTY shall provide all supporting documentation to the CITY for inclusion in the record for the CITY DEVELOPMENT. The COUNTY shall be responsible for all accounting, administration, and other actions required for compliance with Chapter 82.02 RCW related to mitigation by CITY DEVELOPMENTS for impacts in the COUNTY.

89 .12 County information provided to City. The COUNTY will provide the CITY with information on development mitigation through regular reports to the CITY. By March 31 of each year, the COUNTY will provide an annual report to the CITY to summarize development mitigation that has occurred through this AGREEMENT.

9. SURFACE WATER MANAGEMENT

Purpose: To ensure a smooth transfer of ownership and maintenance of existing surface water facilities and to cooperate on future planning, construction and maintenance of surface water facilities.

9.1 Legal control and maintenance responsibilities. If the annexed area includes surface water drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY agree to negotiate the disposition of legal control and maintenance responsibilities by the end of the year in which the annexation becomes effective. The COUNTY agrees to provide a list of regional facilities prior to the start of negotiations. Residential detention facilities over which the COUNTY holds maintenance easements will transfer to the CITY. If the COUNTY's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the CITY and COUNTY will determine how funding, construction, programmatic and/or subsequent operational responsibilities will be assigned for these improvements.

- 9.2 Taxes, fees, rates, charges and other monetary adjustments. The CITY recognizes that fees are collected by the COUNTY for unincorporated areas within designated Watershed Management Areas and/or the Clean Water District. Watershed management fees are collected at the beginning of each year through real property tax statements. Upon the effective date of the annexation, the CITY hereby agrees that the COUNTY will continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the fees collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the year in which the annexation becomes effective and will be of the same general level and quality as those provided to other fee payers in the COUNTY.
- 9.3 Government service agreements. The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

10. PARK, OPEN SPACE AND RECREATIONAL FACILITIES

Purpose: To ensure an orderly transfer of ownership and maintenance of existing park, open space and recreational facilities in accordance with parks and recreation policies and future planning, construction and maintenance of park facilities.

- 10.1 Local or community parks. If an annexed area includes parks, open space or recreational facilities that are listed as a local or community park, the CITY agrees to assume maintenance, operation and ownership responsibilities for the facility upon the effective date of the annexation. The only exception is if prior to the annexation, the COUNTY declares its intention to retain ownership of the park.
- 10.2 Criteria for County to retain ownership. The COUNTY, in consultation with the CITY, will make the decision on whether to retain ownership based on the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:
- The park has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation;
 - There are efficiencies with the COUNTY's operation and/or maintenance of the park property;
 - The COUNTY has made a substantial capital investment in the park property, including the purchase of the property, the development of the park, and/or the construction of facilities;
 - There are specialized stewardship or maintenance issues associated with the park that the COUNTY is best equipped to address;
 - The property generates revenue that is part of the larger COUNTY park operation budget; and/or
 - The facility serves as a regional park or is part of the COUNTY'S trail system and

would be better included in the COUNTY's regional network.

- 10.3 Joint planning for parks, recreation and open space. The CITY and COUNTY may, upon the effective date of this Agreement, establish an interlocal agreement for parks, open space and recreational facilities. In the event such an interlocal agreement is established, it shall be based upon the CITY and COUNTY's efforts to provide parks, recreational and open space within the UGA and surrounding area. This agreement shall establish the nature and type of facilities the jurisdictions have planned or anticipate for the area, identify ways to jointly provide these services and identify transition of ownership and maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation.

11. POLICE SERVICES

Purpose: To ensure a smooth transition of police services from the COUNTY to the CITY upon annexation.

As necessary, the CITY and COUNTY agree to discuss the needs for amending the existing contract for police services to accommodate any needed transfer of police services within an annexed area and the unincorporated UGA. Agreements between the CITY and COUNTY will be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400. Upon request of the CITY, the County Sheriff's Department will provide detailed service and cost information for the area to be annexed.

12. FIRE MARSHAL SERVICES

Purpose: To ensure a smooth transition of fire marshal services from the COUNTY to the CITY upon annexation.

- 12.1 COUNTY to complete certain annual fire inspections. The COUNTY agrees to process and complete fire inspections in an annexed area that were scheduled before the effective date of annexation and occur within four months following the effective date of the annexation.
- 12.2 COUNTY to complete certain fire code enforcement cases. The COUNTY will complete any pending fire code enforcement cases within the annexation area until final disposition of the case. After final disposition, any further action or enforcement will be at the discretion of the CITY.

LEGALLY REQUIRED LANGUAGE

13. ADDENDA AND AMENDMENTS

- 13.1 Addenda related to annexation. An addendum to this AGREEMENT may be prepared

for each annexation, if necessary, to address parks, transportation, surface water management, capital facilities, or other issues specific to that annexation. The CITY and COUNTY will negotiate the addendum prior to or during the forty-five (45) day review period following the date the Boundary Review Board accepts the CITY's Notice of Intention for the annexation.

- 13.2 Amendments. The CITY and COUNTY recognize that amendments to this AGREEMENT may be necessary to clarify particular sections or to update and expand the AGREEMENT. Either party may pursue an amendment, as necessary.
- 13.3 Process for adding or amending this agreement. An addendum or amendment must be mutually agreed upon by the parties and executed in writing before becoming effective. Any addendum or amendment to the AGREEMENT will be executed in the same manner as provided by law for the execution of the AGREEMENT.
- 13.4 Additional agreements. Nothing in this agreement limits parties entering into interlocal agreements on additional issues not covered by, or in lieu of, the terms of this agreement.

14. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this AGREEMENT, and this AGREEMENT shall not be interpreted to create such rights.

15. DISPUTE RESOLUTION

The CITY and COUNTY mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this AGREEMENT. All costs for mediation services would be divided equally between the CITY and COUNTY. Each jurisdiction would be responsible for the costs of their own legal representation. The CITY and COUNTY agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible. The parties shall use the mediation process in good faith to attempt to come to agreement early in the annexation process and prior to any hearings that may be required before the Boundary Review Board.

16. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

Unless otherwise specified in this AGREEMENT and attachments, the CITY and COUNTY mutually agree to honor all existing mitigation agreements, interlocal agreements, appropriate interjurisdictional studies and agreed upon standards which affect an annexation area and to which the CITY or COUNTY is a party.

17. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This AGREEMENT in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties will comply with the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes, and other applicable state or local laws. The COUNTY and CITY retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decisionmaking responsibility vested in them by law.

18. EFFECTIVE DATE, DURATION AND TERMINATION

- 18.1 This AGREEMENT shall become effective fifteen days after the last date of signing following the approval of the AGREEMENT by the official action of the governing bodies of each of the parties hereto and the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto.
- 18.2 Termination. Either party may terminate its obligations under this AGREEMENT upon 90 days advance written notice to the other party and subject to the following condition. Following a termination, the COUNTY and CITY are mutually responsible for fulfilling any outstanding obligations under this AGREEMENT incurred prior to the effective date of the amendment or termination.

19. INDEMNIFICATION AND LIABILITY

- 19.1 The CITY shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the CITY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents.
- 19.2 The COUNTY shall protect, save harmless, indemnify, and defend at its own expense, the CITY, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the COUNTY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents.
- 19.3 In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by the CITY and the COUNTY, including claims by the CITY's or the COUNTY's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the COUNTY and the CITY, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.

19.4 No liability shall be attached to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. The CITY shall hold the COUNTY harmless and defend at its expense any legal challenges to the CITY's requested mitigation and/or failure by the CITY to comply with chapter 82.02 RCW. The COUNTY shall hold the CITY harmless and defend at its expense any legal challenges to the COUNTY's requested mitigation and/or failure by the COUNTY to comply with chapter 82.02 RCW.

20. SEVERABILITY

If any provision of this agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

21. EXERCISE OF RIGHTS OR REMEDIES

Failure of either party to exercise any rights or remedies under this AGREEMENT shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

22. RECORDS

Both parties shall maintain adequate records to document obligations performed under this AGREEMENT. Both parties shall have the right to review the other party's records with regard to the subject matter of this AGREEMENT, upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this AGREEMENT.

23. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the framework issues for annexations. It is anticipated that the parties will enter into further interlocal agreements on specific subject areas, as indicated in the text of the AGREEMENT.

24. GOVERNING LAW AND STIPULATION OF VENUE

This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

25. CONTINGENCY

The obligations of the CITY and COUNTY in this AGREEMENT are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract, the CITY or COUNTY may terminate the contract under Part 18 of

this AGREEMENT, subject to renegotiation under those new funding limitations and conditions.

26. CONTACTS FOR AGREEMENT

The contact persons for this AGREEMENT are:

Stephanie Cleveland, Comm. Dev. Dir.
City of Stanwood
City Hall
10220 270th Street NW
Stanwood, WA 98292
(360) 629-4577

Richard Craig, Senior Planner
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this AGREEMENT, and the AGREEMENT shall become effective fifteen days after the last date of signing indicated below.

CITY OF STANWOOD

SNOHOMISH COUNTY

By *H.W. Kuhnly*
H.W. Kuhnly, Mayor

By *Aaron G. Reardon*
Aaron G. Reardon, County Executive

Date *Sept 13, 2004*

Date *August 18, 2004*

ATTEST:

ATTEST:

Lynda Jeffries
Lynda Jeffries
City Clerk

Kathryn Bratcher
Kathryn Bratcher
Clerk of the County Council

Approved as to form:

Approved as to form:

Office of the City Attorney

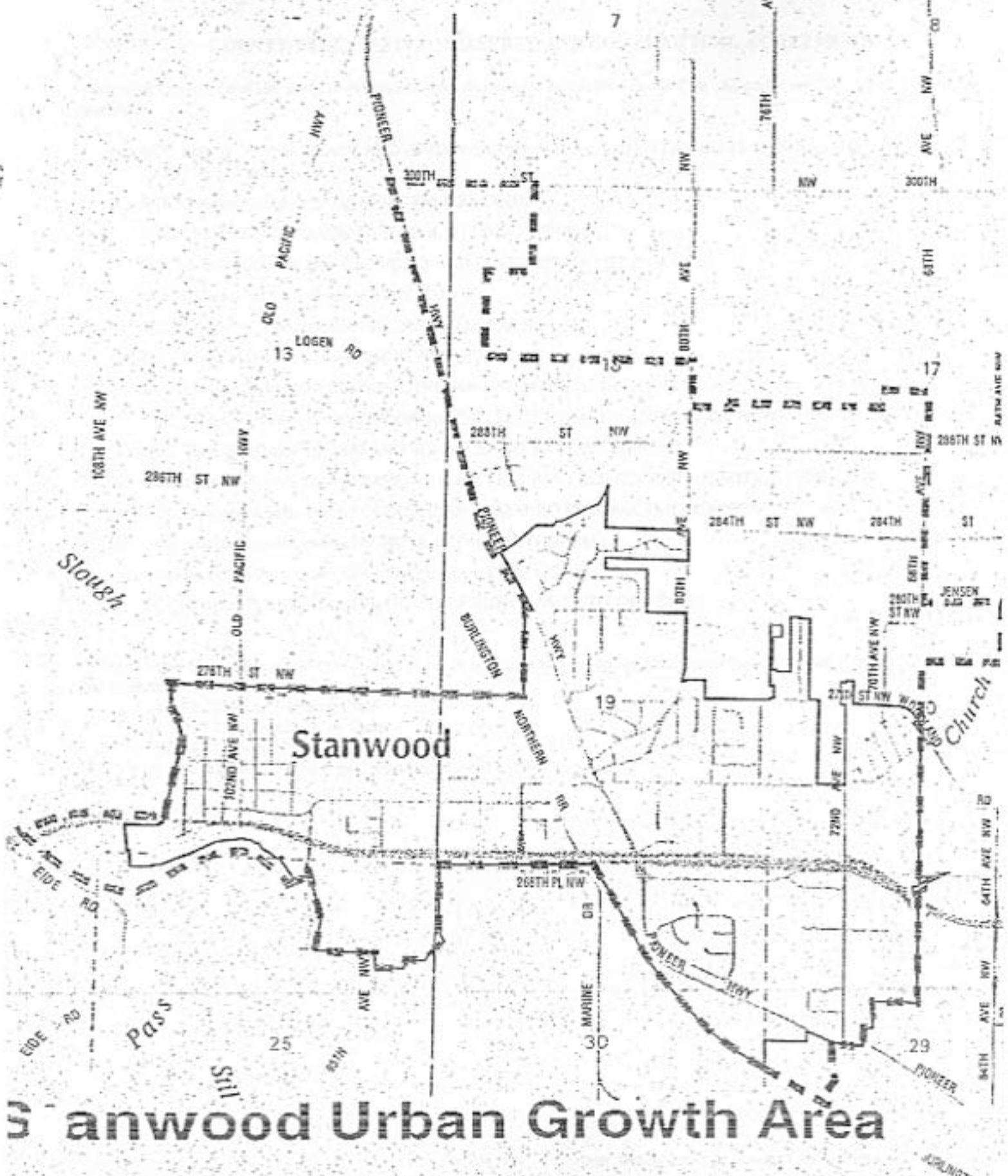
Snohomish County Prosecuting Attorney

Grant K. Weed
Grant K. Weed
Attorney for the City of Stanwood

Shawn J. Aronow
Shawn J. Aronow
Deputy Prosecuting Attorney for
Snohomish County

D-13

Exhibit A



Stanwood Urban Growth Area

- Stanwood Urban Growth Area
- Incorporated City

EXHIBIT B –COUNTY LEGISLATIVE MEASURES AND CONTRACTUAL AGREEMENTS

Snohomish County Land Use and Development Codes that need to be adopted by the City. All codes are “as amended.”

- A. SCC Title 13, entitled ROADS AND BRIDGES, Chapters 13.01, 13.02, 13.05, and 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Chapter 30.53A, entitled UNIFORM FIRE CODE,
- C. SCC Chapter 30.52A, entitled UNIFORM BUILDING CODE,
- D. SCC SUBTITLE 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- E. SCC Chapter 30.41A, entitled SUBDIVISIONS
- F. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- G. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- H. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I. SCC SUBTITLE 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- J. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- K. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- L. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- M. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- N. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM
- O. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS

All applicable state building and construction codes as adopted and amended by Snohomish County, including, but not limited to:

- a) 1997 Uniform Building Code
- b) 1997 Uniform Plumbing Code
- c) 1997 Uniform Mechanical Code
- d) Washington State Energy Code adopted April 1, 1990