INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF BOTHELL TO COORDINATE PLANNING, COMMUNITY DEVELOPMENT, PARKS, PUBLIC WORKS, PUBLIC SAFETY AND PUBLIC SERVICE CONTINUITY FOR THE CANYON PARK ANNEXATION

THIS AGREEMENT is made and entered into this date by Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as the "County"), and the City of Bothell, a non-charter optional municipal code city, incorporated under the laws of the State of Washington (hereinafter referred to as "City").

WHEREAS, the City has annexed, by petition method pursuant to Chapter 35A.14 RCW, the area commonly referred to as the Canyon Park area and legally described in Exhibit A, (hereinafter referred to as "Annexation Area") effective April 30, 1992; and

WHEREAS, the magnitude of growth and complexity of the service issues and planning programs within the area warrant a careful refinement of the interjurisdictional relationship that will exist between the City and County when annexation occurs; and

WHEREAS, the City has identified a continuing need for County service assistance to meet public service needs within the City and desire to contract with the County for certain
planning, community development, permit review, public works, and public safety services within the Annexation Area; and

WHEREAS, the County and City wish to provide for a division of assets and liabilities and adjustments to address the effect of annexation on finances, debt structure, and contractual obligations; and

WHEREAS, the County and City have authority to enter into this Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree as follows:

Section 1. Administration of Land Use Applications in Process by the County

The County shall refer applicants to the City for processing any building and development permit applications on or after the effective date of the annexation except as noted below. As the agent of the City, the County shall process to completion any building or development permits for which it received a permit application and accompanying fee prior to the effective date of the annexation. In addition, the County shall accept, process, issue, and inspect any associated permits for which it receives an application and accompanying fees. Associated permits shall be defined as mechanical, plumbing and access related to those projects processed by the County. However, all rezones in the area between Highway I-405 and Highway SR 527 west and South of I-405 (see Exhibit B) shall be forwarded to the City.

The County’s agreement to continue processing building and development permit applications is contingent on the City’s adopting the legislative measures and contractual agreements listed in Exhibit C to this agreement. "Completion"
for purposes of this section shall mean final administrative approvals except in the case of action required by the legislative body, in which case the city legislative body shall give final legislative approval.

As the agent of the City, the County shall continue to administer the plans, ordinances, regulations and motions listed in Exhibit C, within the Annexation Area as it did prior to the effective date of the City’s annexation for all applications filed prior to April 30, 1992.

In the case of building permits, the applications and permit shall be processed through final inspection and/or occupancy permit. Performance and maintenance bonds and insurance releases shall be transferred on a case-by-case basis for those received by the County prior to the effective date of annexation for commercial building permits and subdivisions. The final inspection for building permits and subdivisions shall be a joint City/County inspection with the City in attendance for information purposes only. Approximately one year from the effective date of the annexation, the City and County shall meet to review the status of all the permits in the Annexation Area remaining under review by the County and determine whether or not responsibility for continued processing should be transferred to the City. Any requested renewals of such applications shall be made to and administered by the City.

Application and permit activity will be coordinated between the two entities by the County providing to the City a report listing the status of all applications and permits as of the effective date of the annexation in the Community Development, Public Works, and Planning Departments. County staff will be invited to attend planning coordination meetings held weekly at Bothell City Hall to coordinate County staff activity on ongoing applications and permits to be presented before the Hearing Examiner and/or Planning Commission and City Council of the City.

Code enforcement cases will be turned over to the City on or before the effective date of the annexation and code enforcement activities after the effective date will be completed and/or initiated by the City.

State Environmental Policy Act (SEPA) review of building and land use development applications and permits applied for to the County prior to the effective date of the annexation...

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will be the responsibility of the County, subject to the reciprocal mitigation agreement entered into between the parties referred to in Section 3 of this agreement and the revenue transfer provisions contained in Sections 7 and 12.

Section 2. Compensation to County for Land Use Application Administration Services

The City agrees to compensate the County for additional staff time spent on coordinating and processing building and land use applications for projects within the Annexation Area as a result of the annexation. This compensation is for staff time not already compensated through permit fees received by the County. Compensation shall include staff costs of attendance at Public Hearings and meetings at the City of Bothell, County staff consultations with the City requested by the City, telephone conferences and site visits with City staff. The cost of copying of records and files shall be compensated at a per page copy cost and does not include County staff time because the City will provide staff for copying.

The County shall document in an itemized bill the number of additional hours spent by County staff conducting business on behalf of the City. Within 30 days of receipt of the itemized bill, the City shall remit payment to the County. The County’s billing rates shall be as follows:

- Senior Planner - $24.46
- Planner - $23.41
- Plans Examiner - $22.34
- Coordinator - $18.39
- Clerical - $14.72
- Engineering LURE - $30.00

Overhead is not applied to hourly rates due to revenue sharing provisions in Section 12.

Section 3. Reciprocal Mitigation Agreements

The County and City entered into an interlocal agreement on November 18, 1991, relating to the annexation of the Monte Villa Farm, in which the parties agreed to proceed to adopt the applicable, respective SEPA policies, and mitigation regulations of the other party for parks, streets/roads, and school facilities. The parties recognize that such mitigation policies will apply to reviews conducted by either party in the Annexation Area.

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A new fee schedule for school mitigation on projects after the date of annexation will be adopted by City and County jointly in consultation with the Northshore School District.

The City will collect valid mitigation payments from property owners for traffic improvements to SR 527 constructed between 1990 and 1993 by the State of Washington based on a list of owners and mitigation amounts provided by the County. The County will specify to whom the fees are to be paid after collection.

Section 4. Legislative/Quasi-Judicial Actions

After the effective date of the annexation, all land use appeals or other decisions which, under state laws or the ordinances of Snohomish County, are to be heard or made by the Snohomish County Council will be heard or made by the Bothell City Council, according to its ordinary rules and procedures. Any such matter pending before the Snohomish County Council, on which final action has not been taken as of the effective date of the annexation, shall be transferred to the agenda of Bothell City Council according to its ordinary rules and procedures. Pursuant to RCW Chapter 35A.63, the City of Bothell is authorized to provide for a hearing examiner. The City will adopt certain codes and land use plans which provide for review and final action, subject to appeal, by a hearing examiner. Any appeal of an examiner decision shall be to the City Council or other appropriate City body rather than to the County Council as provided in SCC Chapter 3.02.

Section 5. Growth Management Planning Agreements

The City and the County are undertaking multijurisdictional planning according to the State Growth Management Act of 1990, as amended. It is the City’s and County’s intent that the City will enter into a Snohomish County intergovernmental agreement with other south Snohomish County cities to implement joint planning with the County under the Growth Management Act. The City Council expressed its intent to do so in City Resolution 874, dated 12/16/91.

The County and the City agree that they will cooperatively participate through interlocal agreement(s) in long-term planning programs which meet Growth Management requirements and address such issues as transportation system improvements and TDM planning, land use planning, parks and
recreation planning, long-range capital improvements plans, and housing and density allocation.

Section 6. Comprehensive Plan Land Use Designations/Zoning

The City Council agrees to consider the County Council’s concerns and proposals contained in County Council’s letter dated April 16, 1992, (Exhibit D), during the City’s Comprehensive Plan update process under the Growth Management Act. In addition, the City Council has adopted Exhibit E, which is language concerning zoning east of 35th Avenue SE.

Section 7. Parks Planning and Revenue Transfer

Snohomish County shall continue to manage current County-owned greenbelt tracts located within the Annexation Area. During the three years following execution of this agreement, the City and County agree to discuss ownership, maintenance, and operation of the two greenbelt areas within the Annexation Area.

The County shall prorate park impact mitigation funds received or committed prior to the effective date of the annexation from development projects located within the Annexation Area. The annexation includes part of mitigation fee districts Number 2 Brier and Number 10 North Creek, pursuant to Snohomish County Code Title 26A. Prior to adoption of Title 26A certain developments may also have been conditioned on mitigating park impacts. The County shall assist the City in auditing the records of such fee collections. The County shall retain 30% of the funds received to mitigate development impacts on regional park facilities and transfer the remainder to the City. The City Council and the County Council shall review and approve the manner in which the park impact mitigation funds are allocated. The parties agree that the funds transferred to the City shall be used for acquisition and/or development of park and recreational sites and facilities in the Annexation Area or in the immediate vicinity of benefit. The parties agree that the County parks division may comment on any proposed use of the funds transferred to the City as to that use’s compatibility with the County’s Comprehensive Parks and Recreation Plan and Parks Mitigation Ordinance then in effect. Nothing in this paragraph shall be construed as giving the County authority to disapprove any expenditure by the City. The County and the City may choose to enter into joint projects in the Annexation Area which are regional in nature.

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The City is in the process of developing a bond issue for park acquisition for the November 1992 ballot. Park property acquisition in the Canyon Park area will be part of the ballot measure. In addition, the City will adopt an amendment to its park and open space plan for Canyon Park, together with a capital improvement program including park land acquisition. Park land evaluated by the County for acquisition prior to annexation will be considered by the City in its acquisition program.

Section 8. Community Transit

Both parties agree that it is in the best interests of the Annexation Area that it be served by Community Transit for transit services. The City and Community Transit jointly pursued changes to state statutes through the 1992 legislative session which would lead to continued funding of transit services in the Annexation Area. Substitute House Bill 2714 was adopted by the Legislature and signed by the Governor to continue such services and funding.

Section 9. Surface Water Management and Revenue Adjustments

The parties recognize that Watershed Management Area (WMA) fees are being collected by Snohomish County in the Annexation Area through real property tax statements and agree to such collection for 1992. A total of $231,500 in WMA fees is expected to be collected in 1992 from private property in the Annexation Area. All 1992 WMA fees will be retained by the County except as provided herein.

Snohomish County will reimburse the City for reasonable costs associated with responses to drainage complaints and service requests and detention pond maintenance in the Annexation Area during 1992 in the amount of $38,500. Two payments of $19,250 each will be made to the City, one on or about July 31, 1992, and one on or about December 1, 1992. Responsibility for resolution of drainage complaints and service requests in the Annexation Area will be assumed by the City upon annexation. Priority of resolutions of drainage complaints and service requests will be determined by the City.

The County will provide to the City its drainage service requests records and list or evaluation of past requests and their priority for repairs.

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Snohomish County agrees to continue during 1992 with its surface water management program, which includes education, water quality monitoring, watershed planning and surface water capital projects in the North Creek watershed as planned for 1992, including the Annexation Area. These services will be paid for with WWA fees and other County resources budgeted for these purposes in 1992. The County agrees to perform these services in consideration of the City's ongoing cooperation and coordination with the County in solving surface water problems. The County also agrees to undertake these services recognizing the County's regional role in surface water management and the County's usual approach to watershed planning, which includes a logical resource boundary irrespective of jurisdictional boundaries.

The parties recognize that current watershed management planning is on-going and all needed surface water improvements and solutions have not been identified. The parties also recognize that the North Creek Regional Detention Facility, along with other future capital projects, will benefit both the City and the County. Therefore, the parties intend to enter into an interlocal agreement for 1993 and beyond for joint watershed management planning, capital construction and other related services. In the event that the parties are unable to agree on the terms of an interlocal agreement for 1993 or beyond, the parties shall:

A. The City shall reimburse the County for one-half of the Public Works Trust Fund Loan No. PW-5-91-280-0578, totalling $665,000 for the North Creek Detention Facility, at a rate of $17,500 per year for 20 years beginning 1993.

B. The County will provide the City with the following materials:

1) a paper copy and disk backup of the Drainage Rehabilitation and Investigation (DRI) database for drainage service requests in the Annexation Area for 1990, 1991, and 1992;

2) a copy of Smartware II software to run this database;

3) the rate study and/or rate base software;

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4) the North Creek Watershed Management Plan and a disk backup of the hydrological model.

5) a copy of the HSPF computer software necessary to run this model; and

6) public information program materials.

Section 10. Road Construction Services

It is the intent of both parties that the City will contract with the County on an individual project basis to provide services for the design and construction of each of the six road projects listed in Exhibit F within the Annexation Area that are currently on the Snohomish County 1991-96 Six Year Transportation Improvement Plan (TIP). Estimated project costs, and planned funding sources shown in Exhibit F are estimates based upon TIP project submittals or 1991 TIP estimates. Actual project costs and available funding amounts may differ as a result of changes to scope, inflation and other factors.

The City will control the phasing of each project and will authorize the County to proceed at each decision point as identified at the start of the project. In determining jurisdictional responsibility for costs, the County will prepare a not to exceed cost estimate for the following phases of each project: design, inspection, environmental review, funding applications, citizen involvement process and other identified "soft" costs. The funding distribution methodology may be based upon lane miles, road miles or other acceptable unit cost measurements. The City agrees to pay for additional design and/or project costs caused by City revisions to the scope of work after the cost estimates are agreed upon.

Each party is responsible for the unfunded portion of the construction costs within their respective boundaries. The City and County agree to explore mitigation fee cost sharing.

The City agrees to enter into an agreement with the County, which will specify how the road projects will be carried out and on what basis the City will pay its local share of the projects by July 1, 1992. It is acknowledged that all but one of the street projects contain roadway improvements, which are partially within the annexed City limits and partially within unincorporated Snohomish County.
Both parties agree to jointly pursue Intermodal Surface Transportation Efficiency Act (ISTEA) funding and other source of funds for the designated projects. Based on the working relationship established between the City and County on the listed capital projects, the parties may enter into an ongoing contract for provision of road design and construction services to the City. Both the interim and long-term agreements will provide: details of project funding; specifics about City review and approval of design and construction plans at appropriate times in the project development process; how SEPA mitigation and review will be completed interjurisdictionally for each of the projects; project development and construction timelines; and address how grant and project records and audits will be completed.

Section 11. Street Maintenance Services.

By July 1, 1992, the City intends to enter into a maintenance agreement with the County to continue certain road maintenance services through the end of 1992. Both parties acknowledge that the City has authorized work to proceed by letter dated April 1, 1992. Work will be accomplished through individual work order requests authorized by the City. The City will also consider entering into a long-term contract with the County for certain road maintenance services. Such agreement will establish compensation rates, scheduling and levels of service to be provided to the City by the County. The list of services, length of service contract desired by the City, and estimated costs are contained in Exhibit G.

Section 12. Revenue Adjustments, Transfer and Sharing

The County is obligated to pay road taxes collected from property tax receipts after the effective date of the annexation in 1992 and 1993. This obligation is to pay the City as the taxes are posted, rather than in anticipation of receipts. Two large payments will be made in July and December of 1992; however, smaller amounts will be paid monthly in August through November as late payments are processed.

It is agreed by both parties that the County will receive six months’ payment of sales tax, state shared revenues, and gas tax from the Annexation Area although the area will be in the County for four months of 1992. In addition, the County will retain property tax revenue that was

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posted prior to the effective date of the annexation from the road tax for 1992.

Unbudgeted or unexpended funds from road mitigation payments, road and drainage related SEPA mitigation payments or MRIP assessments from the Annexation Area paid to the County as part of County permit administration will be transferred to the City or credited toward local share of scheduled capital improvements in Section 10 at the City’s option, within 90 days following the effective date of the annexation or within 90 days of receipt by the County, whichever occurs later. The County will provide documentation of such fees and assist the City in auditing these records.

The County shall be reimbursed at a maximum of $1,103,700 for the County provided services described in Section 10 and 11 of this agreement, less 4/12 representing 1/12 for each month of 1992 the Annexation Area was within the County. The City will reimburse the County in 1992 through: a) direct payments; b) credits from road mitigation payments as described above, or c) road tax payments. In the event services contemplated by this agreement in 1992 are not completed in 1992, the City and County agree to share costs on the 1992 basis for services carried over into 1993. If the City needs to finance all or a portion of the payments of up to twenty-four months, the County agrees to work out an agreement to do so at market interest rates for government agencies.

The City agrees to transfer to the County up to $50,000 from 1992 City sales tax receipts under the following described conditions to assist the County in absorbing the impacts of annexation on County service provision for 1992. In the event the City collects more than the projected $300,000 in sales tax revenue from the Annexation Area in calendar year 1992, the City will transfer to the County 50% of each dollar above that amount up to a maximum of $50,000.

The City agrees to pay all debt service on Public Works Trust Fund Loan No. 5-89-#62-0046 for $250,000 of principal dedicated to Project No. 3 on Exhibit F. In addition, the City and County will share the debt service payments on the remaining $750,000 of principal based on relative 1992 property tax capacity, which equals 55.7% County, 44.3% City, beginning in 1993.
Section 13. Public Safety and Justice

The City agrees to reimburse the County for up to $35,000 in wages, benefits and program supplies to provide the DARE Program to four elementary schools and Canyon Park Junior High in the Annexation Area for the balance of 1992 and entire 1992-1993 school year.

The City will use King County Northeast District Court as its court of jurisdiction pursuant to RCW 3.38.050(5). The City will assist Snohomish County South District Court in resolving transfer of jurisdiction issues as outlined in Exhibit N to this agreement.

Section 14. Health District Services

It is recognized by the parties that the County will pay the Snohomish Health District the contract fee for the Annexation Area for 1992 provided that by November 30, 1992, the City will reimburse the County on a prorata basis for the number of months of service provided after the effective date of annexation, expected to be 8 months beginning May 1, 1992. The City will thereafter be directly responsible for contract payments for the Annexation Area.

Section 15. Records Transfer

The City staff will copy necessary County records prior to and following annexation as necessary. Records from Public Works, Community Development and Planning Departments, include permit records and files, fire inspection records, bonds, easements, plats, utility data bases for land use, drainage, street lights and streets, regulatory and animal license records, and other items identified during the transfer process. The City will reimburse the County for non-staff costs of duplication or transfer, including microfilming.

Section 16. Customer Information on Service Changes

The County and City will cooperate in development and communication of customer information on service changes prior to the effective date of annexation. Public safety, permits, street and drainage maintenance, licensing and code violation staff will provide customer information to minimize inconvenience to the public. The parties will each designate a representative to coordinate this effort.

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Section 17. Solid Waste Flow Control

The City agrees to continue the waste stream flow as it currently exists through December 31, 1992. Prior to September 1, 1992, the City and County will work with King County to determine allocation of the city's solid waste flow. If a State legislative solution is required to implement the agreement reached by all parties, then the City and County agree to pursue joint legislative solution.

The interests/elements that the parties agree to address in the agreement reached by September 1, 1992 include:

a) providing Bothell rate payers with consistent short and long-term rate stability;

b) addressing the contractual obligation between City and King County; and

c) addressing Snohomish County's revenue bond covenant requirements.

Section 18. City Contracts with the County for Work Not Covered by this Agreement.

The parties may enter into agreements to provide County services to the city for services not contemplated by this interlocal agreement and of mutual interest to both parties. Contracts entered into between the parties will specify the services purchased, level of service to be performed and the reimbursement formula or per item cost.

DATED this 29 day of April, 1992.

CITY OF BOTHELL

Anne L. Pflug
City Manager

ATTEST:

Terry A. Riscoe
City Clerk

APPROVED AS TO FORM:

John P. Wallace
City Attorney

SNOHOMISH COUNTY

Robert J. Drewel
Snohomish County Executive

ATTEST:

Diana E. Freni

APPROVED AS TO FORM:

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