SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

MOTION NO. 95-395

APPROVING THE MASTER INTERLOCAL AGREEMENT BETWEEN
SNOHOMISH COUNTY AND THE CITY OF EDMONDS CONCERNING
ANNEXATION WITHIN THE CITY'S GROWTH PLANNING AREA

WHEREAS, in order to implement the coordinated planning and
annexation of unincorporated portions of urban growth areas encouraged by the
Growth Management Act, the City of Edmonds and Snohomish County desire to
enter into an agreement dealing with various issues related to annexations; and

WHEREAS, the two jurisdictions believe that many of the issues remain
the same for sequential annexations; and

WHEREAS, although each annexation will require modifications to the
attached exhibits and, possibly, minor amendments to the document itself, it is
desirable to adopt a master interlocal agreement to address all future
annexations within Edmonds's growth planning area.

NOW, THEREFORE ON MOTION, the County Council hereby approves
the Master Interlocal Agreement between Snohomish County and the City of
Edmonds concerning annexation within the City's growth planning area and
authorizes the County Executive to sign the agreement.

PASSED this 7th day of November, 1995.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Chairperson

ATTEST:

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF EDMONDS AND SNOHOMISH COUNTY
CONCERNING ANNEXATION WITHIN THE CITY'S GROWTH PLANNING AREA

This agreement is made by and between the City of Edmonds (herein after referred to as the City) and Snohomish County (herein after referred to as the County), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, the City of Edmonds' GMA Comprehensive Plan has identified a growth planning area (GPA) that identifies areas within unincorporated Snohomish County which it may annex in the future (see Exhibit A); and

WHEREAS, portions of the City's GPA may overlap with growth planning areas identified by the Cities of Lynnwood, Mukilteo and Woodway; and

WHEREAS, the Growth Management Act (GMA) encourages cities with urban services to annex unincorporated urban areas within a County; and

WHEREAS, annexations proposed by the City of Edmonds are pursued in accordance with RCW 35A.14 and intended to be consistent with RCW 36.93.180 and RCW 36.93.157; and

WHEREAS, the City of Edmonds and Snohomish County recognize that there is a need to facilitate the proper transition of services and capital projects from the County to the City at the time of annexation; and

WHEREAS, the City of Edmonds and Snohomish County recognize that mutual coordination of land use densities and designations is necessary to reduce urban sprawl, support urban infrastructure and protect rural areas within the County; and

WHEREAS, the City of Edmonds and Snohomish County recognize that annexations can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner through which to deal with impacts and opportunities that transcend inter-jurisdictional boundaries; and

WHEREAS, the City of Edmonds and Snohomish 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 affect improvements in the respective jurisdictions; and

WHEREAS, the City of Edmonds and Snohomish County desire to develop a generalized interlocal agreement that will apply to all annexations proposed by the City of Edmonds. Both jurisdictions also recognize that for each annexation the interlocal agreement will be amended to include the annexation area and also address any issues that are not addressed for that particular annexation;

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

Section 1. Applicability and Amendments to this Agreement

The City and the County agree that the contents of this interlocal agreement shall apply to annexations initiated by the City within its identified growth planning area. See Exhibit A. It is also agreed that for each annexation, this interlocal agreement shall be amended to include a description of the annexation area. This annexation amendment should be signed by the City...
and County prior to expiration of the County's 45-day annexation review period. However, if the City and County can not come to agreement concerning any annexation related issues not addressed by the subject interlocal agreement, the County may request a Boundary Review Board hearing or else the City and County may continue to negotiate annexation amendment language to this interlocal agreement. The annexation amendment to this interlocal agreement shall become effective at the time an annexation is approved by the Boundary Review Board (BRB) and the City has passed an ordinance officially approving annexation of the area.

Amendments to this interlocal agreement shall include the following:

- the annexation's name and boundary review board number;

- a map and legal description of the annexation area;

- the annexation method, resolution number and date of City acceptance of a 60% petition or determination to pursue elections for the annexation area;

- the extent to which the interlocal agreement is applicable to the annexation area (including whether or not the annexation area is within a watershed management area);

- annexation related amendments to the interlocal agreement. These related amendments may include but are not be limited to the following: compensation or reimbursement formulas for major capital improvements; agreements concerning the re-allocation of population and employment from an annexation area; capital facilities and parks maintenance and ownership agreements; and adoption of equivalent or consistent ordinances to protect resource lands or the natural environment. Agreements for reciprocal impact mitigation for transportation and for parks and open space.

- the existing and intended service providers for the area (water, sewer, fire/ems, police) including any transition agreements; and

- signatures by the City's mayor and County executive and effective date of the annexation amendment.

The City and County recognize that other amendments to this interlocal agreement may be necessary to clarify the requirements of particular sections or update the agreement. These amendments may be pursued as necessary by both parties.

Section 2. Annexations within overlapping growth planning areas

The City recognizes that its growth planning area may overlap with the GPAs of adjacent cities such as Lynnwood, Mukilteo and Woodway. When an annexation is proposed by the City of Edmonds within a portion of its GPA that overlaps with another city's GPA, the City agrees to pursue the development of an interlocal agreement with that City that would resolve boundary overlap issues in the annexation area. If an agreement cannot be reached by either party, the City will participate in a formal non-binding dispute resolution process such as mediation if the other party is also willing to participate.

Section 3. Land Use

a. Prezoning. The City agrees to pre-designate and pre-zone a proposed annexation area at the time of accepting its 60% petition to annex (e.g. adoption of comparable zoning and land use designations or formal adoption of zoning and comprehensive land use plan, or any other method deemed acceptable pursuant to Chapter 35A.14 RCW). These designations and zoning shall give residents and the County an indication of the City’s intentions with respect to land uses for the area. Should the City wish to reassess the appropriateness of these land use
designations and zoning within one year following the annexation, the City agrees to notify the residents in the annexation area and the County of this intent prior to annexation.

b. Minimum urban densities. The City agrees to adopt and maintain land use designations for annexation areas that will not create permanent (non-platable) low density residential areas (of less than a net average density of four (4) dwelling units per acre) unless such areas are part of an open space separator, park, or a critical area.

c. Comparable densities. The City agrees to consider adoption of land use designations and densities for an annexation area which are comparable to the County's. Where the City proposes or will later pursue differing land use designations which reduce density or intensity of land use, the City agrees to accommodate any losses in County population, employment and fair share housing allocations which have been assumed for the annexation area within the City or elsewhere in other unincorporated areas which the City intends to annex. The area in which and/or methods by which the City intends to accommodate these losses will be specified by the City as part of the annexation amendment to this interlocal agreement.

Section 4. Transfer of Building Permit Applications and Development Permits in Process by the County

The County shall refer applicants to the City for processing any building and development permit applications in an annexation area or after the effective date of the annexation. The County also agrees to continue processing permit applications filed before the effective date of an annexation through the calendar year in which the annexation has become effective, as provided below. This agreement is contingent upon the City's adoption of legislative measures listed in Exhibit C to this agreement.

a. Building Permits. As the agent of the City, the County shall continue to process under County codes and building permit requirements to completion any building permits for which it received a fully complete 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 through the end of the year in which an annexation was effective. At the end of that year, associated permit responsibility will be transferred to the City. Associated permits shall be defined as mechanical, plumbing, and access related to those projects currently being processed by the County. Completion 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.

Except as provided below for permit renewals, in the case of building permits issued prior to the date of an annexation, the applications and permits shall be processed through final inspection and/or issuance of an occupancy permit by the County. Performance and maintenance bonds and insurance releases received by the County prior to the effective date of the annexation shall be assigned to the City on a case by case basis. The final inspection for building permits shall be a joint City/County inspection with the City in attendance for information purposes only.

b. Discretionary Permits. As the agent of the City, the County shall continue to process to completion any development permits for which it received a fully complete permit application and accompanying fee prior to the effective date of an annexation. Completion shall mean final administrative or quasi-judicial approvals except in the case of action required by the legislative body, except for appeals, in which case the City legislative body shall give final legislative approval.
c. Permit renewal. Any request for renewal of a permit issued by the County prior to the effective date of an annexation which is received after the annexation date shall be made to and administered by the City.

d. Code Enforcement. Code enforcement cases will be turned over to the City on the effective date of an annexation, and code enforcement activities after the effective date will be completed and/or initiated by the City. The County will make its employees available as witnesses in code enforcement actions (civil or criminal) at no additional cost.

e. Enforcement of Conditions imposed by the County on land use and development permits. The City agrees to enforce any conditions imposed upon the issuance of land use and development permits within an annexation area by the County. The County will make its employees available to provide assistance in enforcement action on cases originally prepared by County personnel. The County will provide the City with the opportunity to review and comment on all development permit applications within the City’s growth planning area (see Exhibit A) which are subject to a public notice provision.

f. Year-end review. At the end of the year in which an annexation has become effective, the City and County shall discuss the status of all the permits in an annexation area remaining under review by the County and determine whether or not responsibility for continued processing should be transferred to the City. Any change in permit processing responsibility shall be provided by written agreement, acceptable to both parties, amending the annexation amendment section.

g. Monthly Permit Report. For all areas within the City’s growth planning area (see Exhibit A), the County shall provide to the City at the end of each month, a report which lists the file numbers and addresses of all discretionary permits, code enforcement cases, and building permits under review as issued in the preceding month, beginning one year after this agreement is signed.

Section 5. Records Transfer

The City staff will copy necessary County records prior to and following annexation as necessary. County records to be copied will include, but not be limited to: records from Public Works and Planning and Development Services, including all original permit records and files, inspection reports and approved plans, approved zoning files, code enforcement 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 the costs of any County materials necessary for duplication or transfer, including microfilming. The City may arrange for off-site duplication of records under appropriate safeguards for the protection of records as approved by the County.

Section 6. Roads

a. Maintenance and Ownership responsibilities. The City will annex the entire right-of-way of County roads adjacent to an annexation boundary and will assume full maintenance responsibility for those roads upon the effective date of the annexation.

b. Unbudgeted mitigation payments. Funds for road mitigation payments and road-related SEPA mitigation payments received by the County from property within an annexation area which remain unbudgeted or unexpended as of the effective date of the annexation will be transferred to the City within 90 days following the effective date of the annexation.
Any such mitigation payments which were imposed by the County within an annexation area prior to an annexation but which remain unpaid on the effective date of the annexation shall be transferred to the City within 90 days of receipt by the County.

The amount of road mitigation funds transferred shall be equal to the proportion of annexed roads measured against all roads listed within the Transportation Service Area Road Needs Report. Mitigation funds must have been imposed for impacts on annexed roads which are listed in the Road Needs Report to be considered for transfer. The County will provide documentation of such mitigation funds by defining the time periods for expenditure of the funds under the requirements of RCW 82.02.020 and will assist the City in auditing mitigation payment records.

c. Reciprocal impact mitigation. The City and County agree to pursue a separate interlocal agreement for reciprocal road impact mitigation between the City and County. Within ninety (90) days of the date of execution of this agreement, the parties shall produce a draft of a reciprocal impact mitigation interlocal agreement to be executed as soon as possible thereafter.

d. Compensation for capital road construction projects. The City recognizes the need to reimburse the County for certain expenditures on capital road construction projects, including overlays, at the time the roads are annexed into the City, and the County recognizes that a certain portion of these roads will still be used by unincorporated County residents. If the City annexes territory encompassing all or a portion of a County capital road construction project (except for overlay projects completed prior to the date of this document), the City agrees to reimburse the County for County road fund costs incurred by the County in implementing these projects, including assumption of debt incurred by the County for the road construction project.

Actual reimbursement amounts and timing of payments shall be negotiated between the City and County at the time of annexation. The agreement shall be included as part of the annexation related amendment. Exhibit D lists the County capital road construction projects, including overlays, that have been completed within five years prior to the effective date of this agreement. Exhibit D will be updated as necessary as part of the annexation related amendment. These projects are to be included within the reimbursement mentioned in this section. Reimbursement shall not include routine maintenance expenditures. A project listed on Exhibit D shall be automatically removed from the list at the end of the fifth budget year following final acceptance of the project.

The County also agrees to consult with the City in planning for new capital road construction projects within the City’s growth planning area, a map of which is attached as Exhibit A. At the time of consulting with the City, both parties will discuss the need for shared responsibilities in implementing a project, including the potential for indebtedness by bonding or loans. Any agreements related to shared responsibilities for road projects within the City’s planning growth area shall be added as amendments to Exhibit D of this interlocal agreement.

Section 7. Surface Water Management (only when annexation within a County Watershed Management Area)

a. Fees. The City recognizes that fees are collected by Snohomish County for unincorporated areas that lie within County designated Watershed Management Areas (WMAs) (see map Exhibit B). These fees are collected at the beginning of each year through real property tax statements. These fees are also to be used within the year in which they were collected. Upon the effective date of an annexation which occurs within a County WMA, the City hereby agrees that the County will continue to apply the fees collected pursuant to Chapter 25.20 SCC in providing watershed management services and activities through the end of the year in
which an annexation became effective. These services shall be the same as those provided to
other fee payers in the County, including drainage complaint response.

b. Maintenance and Ownership responsibilities. If an annexed area includes major drainage
improvements or facilities as listed in Exhibit E, the City and County shall agree to the
disposition of maintenance and ownership responsibilities within 15 months of the effective
date of an annexation. The responsibilities resulting from such discussions shall be included as
part of an annexation related amendment to this agreement. If the County’s current Annual
Construction Program includes major drainage improvements in the area to be annexed, the
City and the County shall discuss how funding, construction, and subsequent operational
responsibilities will be assigned for these improvements.

c. Improvement responsibilities. The revenues for any surface water management activity
which were collected by the County from within the territory annexed to the City shall be
completely expended as part of any surface water management activity for which the revenues
were designated in that year.

Any interlocal agreements between the City and County for surface water management
activities within an annexation area at any time after the conclusion of the calendar year in
which the annexation became effective shall be adjusted to reflect the changed percentages of
the City’s territory with the Watershed Management Area upon the effective date of an
annexation.

Section 8. Parks, Open Space and Recreational Facilities

a. Maintenance and Ownership responsibilities. If an annexed area includes park, open space
or recreational facilities listed in Exhibit E, the City and County shall agree to the
maintenance, operation and ownership responsibilities within 36 months of the effective
date of an annexation. The responsibilities resulting from such discussions shall be included as part
of an annexation related amendment to this agreement.

b. Unbudgeted mitigation payments. Funds for park mitigation payments and park/open
space related SEPA mitigation payments received by the County from property within an
annexation area which remain unbudgeted, unencumbered or unexpended as of the effective
date of an annexation will be transferred to the City within 90 days following the effective date
of the annexation.

Any such mitigation payments which were imposed by the County within an annexation area
prior to an annexation but which remain unpaid on the effective date of the annexation shall be
transferred to the City within 90 days of receipt by the County.

The amount of park mitigation funds transferred shall be equal to those funds collected within
the annexation area which are attributable to local parks only. Mitigation funds must have
been imposed for impacts on parks which are listed in the Snohomish Countywide
Comprehensive Park and Recreation Plan to be considered for transfer. The County will
provide documentation of such mitigation funds by defining the time periods for expenditure
of the funds under the requirements of RCW 82.02.020 and will assist the City in auditing
mitigation payment records.

c. Reciprocal impact mitigation. The City and County agree to discuss reciprocal park impact
mitigation between the City and County. These discussions shall consider recommendations
of the Snohomish Countywide Comprehensive Park and Recreation Plan and the City’s Parks
and Recreation Open Space Plan.
Section 9. Police Services

a. Transfer of communications. The County agrees to transfer jurisdictional authority for dispatching from SnoPac to SnoCom within 10 days of the effective date of an annexation provided that notice of the proposed annexation is transmitted to the Emergency Services Coordinator immediately following adoption of the ordinance of certification of the election.

b. Contracting of Police Service. As necessary, the City and County shall discuss the needs for contracting or transfer of police services within an annexation area. Agreements between the City and County shall be made consistent with RCW 41.14.250 through 41.14.280 and RCW 35.13.360 through 35.13.400.

The decisions and responsibilities resulting from such discussions shall be included as part of an annexation related amendment to this agreement.

Section 10. Fire and Emergency Medical Services

The City commits to work with Fire District No. 1 to address and resolve issues related to maintaining adequate fire suppression and emergency medical services within an annexation area prior to the effective date of an annexation. If necessary, in order to resolve this issue prior to the effective date of an annexation, the City will participate in a formal dispute resolution process such as mediation with Fire District No. 1.

Section 11. Honoring existing agreements, standards and studies

The City and County mutually agree to honor all existing mitigation agreements, interlocal agreements, appropriate interjurisdictional studies and agreed upon standards effecting an annexation area to which the City or County is a party.

Section 12. 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, State Environmental Policy Act, Annexation Statutes and other applicable State or local law. The ultimate authority for land use and development decisions is retained by the County and City within their respective jurisdictions. By executing this agreement, the County and City do not purport to abrogate the decision making responsibility vested in them by law.

Section 13. Hold Harmless

The City shall protect, save harmless and indemnify 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. The County shall protect, save harmless and indemnify 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.

Section 14. Dispute Resolution

The City and County mutually agree to use a formal dispute resolution process such as mediation if agreement cannot be reached on any provision of this agreement.
Section 15. Effective date, Duration and Termination

This agreement shall be effective five (5) days after passage by the Snohomish County Council and the City Council of the City of Edmonds and shall remain in full force and effect until terminated by both the County and City. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this agreement.

Section 16. Severability

If any provision of this ordinance 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.

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated below.

CITY OF EDMONDS

By

Mayor

Date 11/3/95

ATTEST:

Approved as to form:
Office of the City Attorney

SNOHOMISH COUNTY

By

County Executive

Date 11/17/95

Approved as to form:
Snohomish County Prosecutor
EXHIBIT C – County legislative measures and contractual agreements

Snohomish County Land Use and Development Codes as follows:

A. SCC Title 13 entitled ROADS AND BRIDGES, Section 13.01.020 and Chapters 13.10 through 13.70, 13.95, 13.110 and 13.130;

B. SCC Title 16, entitled FIRE CODE, Chapter 16.04;

C. SCC Title 17, entitled BUILDINGS, Chapters 17, 17.04, 17.16, 17.18, and 17.40;

D. SCC Title 18, entitled ZONING CODE;

E. Ordinance 80-28, entitled ROAD DESIGN STANDARDS AND SPECIFICATIONS

F. SCC Title 23, entitled ENVIRONMENTAL POLICY;

G. SCC Title 24, entitled DRAINAGE;

H. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT;

I. SCC Title 26A, entitled PARKS MITIGATION

J. SCC Title 26B, entitled TRAFFIC MITIGATION

K. SCC Title 26C, entitled SCHOOLS MITIGATION

L. SCC Title 27, entitled FLOOD HAZARD

M. Ordinance 93-036 entitled SHORELINE MASTER PROGRAM

N. SCC Chapter 32.10 Critical Areas Regulations

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

a) 1985 Uniform Building Code
b) 1982 Uniform Plumbing Code
c) 1982 Uniform Mechanical Code
EXHIBIT D — County road projects requiring potential reimbursement

<table>
<thead>
<tr>
<th>Project Location</th>
<th>Construction Activity</th>
<th>Year Pending</th>
</tr>
</thead>
<tbody>
<tr>
<td>100th Ave W; Firdale Rd-241st St SW</td>
<td>Walkway</td>
<td>1991 Forest Glen</td>
</tr>
<tr>
<td>244th St SW; 107th Ave W-104th Ave W</td>
<td>Overlay - 0.25 mile</td>
<td>1993 Forest Glen</td>
</tr>
<tr>
<td>Firdale Ave/244th St SW</td>
<td>Channelization</td>
<td>1994 Forest Glen</td>
</tr>
<tr>
<td>Firdale Ave &amp; 238th St SW</td>
<td>Wheelchair ramp installation</td>
<td>1995 Forest Glen</td>
</tr>
<tr>
<td>84th Ave W; 240th St SW-220th St SW</td>
<td>Overlay - 1.25 mile</td>
<td>1993 None pending</td>
</tr>
</tbody>
</table>

(1) Year construction project completed.
(2) Within Esperance area with no annexations pending.
EXHIBIT E — County owned facilities within the Edmonds GSA

Esperance Park
Chase Lake Drainage improvements
ANNEXATION AMENDMENT 1

TITLE --

Sno-Line/Forshee Annexation (BRB 25-94)
Gate/Eaton Annexation (BRB 26-94)

AREA --

Approximately 251 acres with 2000 people
Map and Legal Description are attached

ANNEXATION METHOD --

Election Method. City of Edmonds Resolution #801 and #802, November 15, 1994

APPLICABILITY OF THIS AGREEMENT --

All sections of the interlocal agreement apply to these annexations including Section 6 on
watershed management. The annexation areas lie within the Puget Sound Tributaries
Watershed Management Area.

AMENDMENTS TO THE INTERLOCAL AGREEMENT --

No amendments to the interlocal agreement are necessary for these annexations. It has been
found that:
there is no need for reimbursement for major road projects;
there are no parks, open space or recreational facilities in the area;
there are no major drainage facilities in the area; and
the City has adopted zoning equivalent to the County's zoning.

SERVICE TRANSITION --

Water and Sewer Services will continue to be provided by the Olympic View Water
and Sewer District.

Fire and Emergency Medical Services will be transferred from Fire District No.1 to the
City of Edmonds. Agreement was reached on June 6, 1995

Police Services will be transferred from Snohomish County to the City of Edmonds

ANNEXATION RELATED AGREEMENTS --

The City of Edmonds will adjust the eastern boundary line of the Gate/Eaton
annexation area to include all of 92nd Ave West.

The City of Edmonds will annex all territory to the Snohomish County boundary line in
the Sno-line/Forshee annexation area.
EFFECTIVE DATE OF ANNEXATION -- OCTOBER 16, 1995

CITY OF EDMONDS

(Signature)
Mayor

SNOMOMISH COUNTY

(Signature)
County Executive