

Return to
Barbara Sikorski
County Council
M/S 609



200608090174 21 PGS
08/09/2006 9 46am \$0 00
SNOHOMISH COUNTY, WASHINGTON

Please print neatly or type information
Document Title(s)

Interlocal Agreement

Reference Number(s) of related documents:

n/a

Additional Reference #'s on page _____

Grantor(s) (Last, First, and Middle Initial)

Snohomish County

Additional Grantors on page _____

Grantee(s) (Last, First, and Middle Initial)

City of Bothell

Additional Grantees on page _____

Legal Description (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)

n/a

Complete legal on page _____

Assessor's Property Tax Parcel/Account Number

n/a

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document

Signature of Requesting Party

After Recording Return To
Snohomish County Public Works
Program Planning - 7th Floor
Attn: John Davis
2930 Wetmore Avenue
Everett, Washington 98201-2404

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF BOTHELL ON RECIPROCAL MITIGATION OF TRANSPORTATION IMPACTS

I. PARTIES AND CITATIONS

This Interlocal Agreement (hereinafter "AGREEMENT") is entered into pursuant to Chapter 36 70A RCW (the Growth Management Act), Chapter 43 21C RCW (SEPA), Chapter 36 70B RCW (Local Project Review), Chapter 58 17 RCW (Subdivisions), Chapter 82 02 RCW (Excise Taxes), Chapter 36 115 (Service Agreements) and Chapter 39 34 RCW (the Interlocal Cooperation Act) by the City of Bothell, a Washington municipal corporation (hereinafter "CITY") and Snohomish County, a political subdivision of the State of Washington (hereinafter "COUNTY")

II. PURPOSE AND RECITALS

- A This AGREEMENT between the CITY and the COUNTY relates to the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts of land development
- B 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
- C The CITY and the COUNTY recognize that planning and land use decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries
- D The CITY and COUNTY will enter into a generalized, framework interlocal agreement for annexation within the Urban Growth Area (UGA) which will include general statements of principle and policy
- E This AGREEMENT will address joint transportation system planning and impact mitigation

F 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 V below shall be collectively referred to as the CITY's mitigation policies. Among the CITY's mitigation policies are Sections 17.03, 17.04, and 17.045 of the Bothell Municipal Code (BMC) which provide the regulatory authority under which the CITY conditions land-use approvals in the CITY to mitigate their transportation impacts. BMC 17.04.040 provides authority for the CITY to request review of transportation impacts on roads in other jurisdictions, including the COUNTY.

G 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 VI below shall be collectively referred to as the COUNTY's mitigation policies. Among the COUNTY's mitigation policies is Snohomish County Code (SCC) Chapter 30.66B, including SCC 30.66B.720, which provides the regulatory authority under which the COUNTY conditions land-use approvals to require developments in the unincorporated COUNTY to mitigate their transportation impacts on streets in cities or roads in other counties.

H It is in the best interest of the citizens of both jurisdictions to initiate through interlocal agreement the reciprocal imposition of mitigation requirements and improvements needed to address impacts on the transportation infrastructure of each jurisdiction.

III. MITIGATION FOR IMPACTS IN THE CITY BY DEVELOPMENTS IN THE UNINCORPORATED COUNTY

A County Mitigation Subareas and the City Street System For purposes of this AGREEMENT and implementing the provisions of Chapter 30.66B SCC, it has been determined that the CITY shall determine the transportation impacts of COUNTY DEVELOPMENTS located within the County Mitigation Subareas established in Exhibit 2 of this AGREEMENT on the CITY street system, including State highways within the CITY.

B Role of Chapter 43.21C RCW (SEPA) For most COUNTY DEVELOPMENTS, compliance with this AGREEMENT will satisfy the requirements to mitigate adverse and significant adverse impacts under Chapter 43.21C RCW (SEPA) for impacts on CITY streets. However, consistent with SCC 30.66B.010, this AGREEMENT does not limit the ability of the CITY to request additional mitigation pursuant to Chapter 43.21C RCW (SEPA) where the specific impacts of the developments are not addressed by this AGREEMENT or to request mitigation for developments outside of the County Mitigation Subareas established in Exhibit 2 of this AGREEMENT.

Applicability to COUNTY DEVELOPMENTS This AGREEMENT applies to all developments located in unincorporated Snohomish County, inside the County Mitigation Subareas established in Exhibit 2 of this AGREEMENT, which are not exempt from the requirements of SEPA, and which have submitted a complete application, as determined by Snohomish County Planning and Development Services (SnoCoPDS) 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."

D Providing Notice SnoCoPDS shall give the CITY notice and afford the CITY a timely opportunity for review, comment, and staff consultation as provided by the Snohomish County Code related to the impacts that COUNTY DEVELOPMENTS may have on the CITY's transportation system under the CITY's designated mitigation policies.

- 1 For all COUNTY DEVELOPMENTS, SnoCoPDS shall provide a notice of application to the CITY in accordance with the requirements of Subtitle 30.7 SCC for other agencies with jurisdiction, even for developments not subject to the provisions of Subtitle 30.7 SCC. Notice shall be accompanied by a traffic study, when determined necessary in accordance with Section III (E).
- 2 In addition, notice to the CITY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, for agencies with jurisdiction.

E Traffic Study The COUNTY, through this AGREEMENT, shall require a traffic study from any COUNTY DEVELOPMENTS that may have impacts on the CITY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such COUNTY DEVELOPMENTS shall submit the requested traffic study to SnoCoPDS as part of its initial development application.

- 1 The COUNTY will provide the CITY with traffic study results for all COUNTY DEVELOPMENTS that generate 50 or more PM peak-hour trips. The traffic from the COUNTY DEVELOPMENTS meeting this threshold will be distributed to the affected COUNTY and CITY street system.
- 2 The CITY shall provide the criteria for preparation of the traffic study. Mitigation shall be consistent with applicable City code.
- 3 The COUNTY may waive the requirement for all or part of the traffic study if the CITY indicates that all information necessary to assess the impact of the development is available.
- 4 The Snohomish County Department of Public Works (SnoCoDPW) shall inform applicants at the pre-submittal conference of the CITY's requirements for traffic studies and mitigation.

5 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.

6 The CITY will recognize any transportation demand management (TDM), passer-by, internal capture or other vehicle trip reduction credits determined by the COUNTY for COUNTY DEVELOPMENTS.

F Mitigating Measures 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 referenced in Section V.

1 For each mitigating measure requested the CITY shall identify the specific impacts and reference the relevant CITY mitigation policy. Notification of the specific mitigating measures shall be provided by the CITY within twenty-one (21) days of the date of notice of application provided in accordance with Section III (D) except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended.

2 If SnoCoPDS does not receive timely notification of the CITY's requested mitigating measures consistent with Section III (D) above, SnoCoPDS may assume that the CITY has no comments or information relating to potential impacts of the development on CITY facilities and may not require any mitigation from the development for impacts on CITY facilities, provided that, this section does not apply if SnoCoPDS fails to provide the CITY with notice of the development consistent with Section III (D) above.

G Scope of Mitigating Measures Under this AGREEMENT, COUNTY DEVELOPMENTS may be required to mitigate impacts on CITY streets for any of the following: capacity (proportionate share impact mitigation), safety, access and circulation, and level of service.

H On-Site and Frontage Improvements Under this AGREEMENT, COUNTY DEVELOPMENTS may be required to make on-site and frontage improvements on CITY streets, as follows:

1 On-Site Improvements Any COUNTY DEVELOPMENT may be required to meet any adopted minimum countywide urban growth area (UGA) standards for on-site transportation facilities (e.g., roads, sidewalks, planting strips, etc.).

2 Frontage Improvements Any COUNTY DEVELOPMENT which fronts on the

right-of-way of the CITY may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with CITY standards, as adopted in Section V of this AGREEMENT

Off-Site Improvements Under this AGREEMENT, COUNTY DEVELOPMENTS may be required to mitigate impacts on CITY streets for any of the following capacity (proportionate share impact mitigation), safety, access and circulation, level of service

1. Mitigation for Impacts on Capacity The CITY may request that a COUNTY DEVELOPMENT contribute a proportionate share of capacity improvements to mitigate capacity impacts on CITY streets. There are two options for determining a COUNTY DEVELOPMENT's proportionate share impact mitigation as follows

- a) A COUNTY DEVELOPMENT may choose to have its proportionate share obligation based on an amount determined by the COUNTY and the CITY to fairly represent the average impacts of COUNTY DEVELOPMENTS located within the County Mitigation Subareas established in Table 1 of Exhibit 2 of this AGREEMENT on the capacity of CITY streets. Any development may satisfy its obligations under this section to contribute a proportionate share of CITY capacity improvements, by making a voluntarily-offered payment in lieu of construction equal to the percentage determined for the appropriate County Mitigation Subareas as shown in the table in Exhibit 2, multiplied by the development's newly-generated PM peak hour vehicle trips, multiplied by the CITY's capacity mitigation rate (i.e., impact fee) in effect on the date the development's application is deemed complete
- b) Alternatively, a COUNTY DEVELOPMENT may conduct a comprehensive traffic study to document the proportion of the development traffic that originates from or is destined to the City of Bothell, or that passes through the City of Bothell. Based on these results, a development's proportionate share mitigation may be calculated by multiplying the Bothell-related traffic percentage times the development's newly-generated PM peak hour vehicle trips, multiplied by the CITY's capacity mitigation rate (i.e., impact fee) in effect on the date the development's application is deemed complete. Percentages differing from those shown in Exhibit 2, based on the traffic study, may be considered for individual developments on a case-by-case basis. The provision for consideration of independent traffic studies is specified in the CITY's Transportation Impact Fee program (BMC 17 045 006)

2. Mitigation for Impacts on Safety Mitigation of impacts on documented safety problem locations on CITY streets is required from COUNTY DEVELOPMENT

in order to improve such locations in accordance with adopted standards. The CITY may request mitigation for impacts on the safety of CITY streets from any COUNTY DEVELOPMENT which impacts a documented safety problem location with ten (10) or more PM peak hour trips. If the COUNTY DEVELOPMENT'S traffic will cause a safety problem location at the time of full occupancy of the development, the CITY may request that the development not be approved until provisions are made to remedy the safety problem condition.

3 Mitigation for Impacts on Access and Circulation. The CITY may request that any COUNTY DEVELOPMENT impacting CITY streets be required to provide for access and transportation circulation on CITY streets in accordance with the CITY's designated mitigation policies referenced in Section V. The developer may be required to design and construct such access on CITY streets in accordance with the CITY's adopted policies and standards, and to improve existing CITY streets that provide access to the development in order to comply with the CITY's adopted design policies and standards. The CITY may also request that COUNTY DEVELOPMENTS make access and/or circulation provisions for future CITY streets to be located in the Bothell Urban Growth Area. These requested provisions may include, but are not limited to, dedication of right-of-way, reservation of right-of-way, design for a potential way of access, recording of easements, location of public streets or roads, design and construction of public streets or roads (including stub roads), and improvements to existing streets or roads. All requests must be consistent with the mitigation policies identified in Section V of this AGREEMENT. Some of the purposes for such access and circulation provisions include, but are not limited to:

- a) provision of more than one access route to residences and/or businesses to facilitate emergency vehicle access, and
- b) provision of non-motorized access to schools, activity centers and other neighborhoods along alternative routes, and

4 Mitigation for Impacts on Level of Service. The CITY may request mitigation for impacts on the LOS of the CITY street system from a COUNTY DEVELOPMENT that causes a LOS deficiency, or that impacts a current or future LOS deficiency. The CITY may request mitigation for impacts on LOS from any COUNTY DEVELOPMENT that adds fifty (50) or more PM peak hour trips to the identified LOS deficiency. For the purposes of this AGREEMENT, a future LOS deficiency means that a level of service deficiency is forecast to occur at the time of or prior to the development's certificate of occupancy. No mitigation will be requested if the CITY's current six-year transportation improvement program (TIP) identifies improvements that are scheduled and fully-funded which will remedy the forecast LOS deficiency.

The CITY shall make recommendations to the COUNTY regarding application of its designated mitigation policies to COUNTY DEVELOPMENTS that impact the CITY's transportation system in a manner consistent with the CITY's application of mitigation policies to CITY DEVELOPMENTS that impact the CITY's transportation system

K Consistent with SCC 30 66B 720, 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 the SnoCoDPW determines that it may not recommend imposing the mitigating measures requested by the CITY, the SnoCoDPW will notify the CITY as soon as possible, and work with the CITY to mutually resolve any differences prior to development approval

L 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 compliance with Chapter 82 02 RCW related to mitigation by COUNTY DEVELOPMENTS for impacts in the CITY

M Administrative Provisions for Mitigating Measures

- 1 The time of construction and/or payment to mitigate impacts in the CITY shall be in accordance with SCC 30 66B 340
- 2 The requirements of Chapter 30 66B SCC shall apply in the determination of developer obligations, including, but not limited to the following developer proposal of mitigation [SCC 30 66B 055 (4)], records of developer obligations (SCC 30 66B 070), reinvestigation of traffic impacts [SCC 30 66B 055 (2)] and requests to amend a proposed development (SCC 30 66B 075).

IV. MITIGATION FOR IMPACTS IN THE COUNTY BY DEVELOPMENTS IN THE CITY

A County Mitigation Subareas and Urban Growth Areas (UGAs) For purposes of this AGREEMENT, the COUNTY shall determine the transportation impacts of CITY DEVELOPMENT on the COUNTY road system in the County Mitigation Subareas established in Exhibit 2 of this AGREEMENT. It is recognized that all developments within the CITY are located inside the Urban Growth Area (UGA)

as established in the Snohomish County GMA Comprehensive Plan referenced in Section VI below

- B** Role of Chapter 43 21C RCW (SEPA) For most CITY DEVELOPMENT, compliance with this AGREEMENT will satisfy the requirements to mitigate adverse and significant adverse impacts under Chapter 43 21C RCW (SEPA) for impacts on COUNTY roads. However, this AGREEMENT does not limit the ability of the COUNTY to request additional mitigation pursuant to Chapter 43 21C RCW (SEPA) where the specific impacts of the development are not addressed by this AGREEMENT
- C** Applicability to CITY DEVELOPMENT This AGREEMENT applies to all developments located in the CITY which are not exempt from the requirements of SEPA, and which have submitted a complete application, as determined by the CITY, on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred hereinafter as "CITY DEVELOPMENTS."
- D** Providing Notice The CITY shall give the COUNTY notice and afford the COUNTY a timely opportunity for review, comment, and staff consultation as provided by the Bothell Municipal Code (BMC) related to the impacts that a CITY DEVELOPMENT may have on the COUNTY's transportation system under the COUNTY's designated mitigation policies
- 1 For all CITY DEVELOPMENTS, the CITY shall provide a notice of application to the COUNTY in accordance with the requirements of BMC 14 04 040 for other agencies with jurisdiction. Notice shall be accompanied by a traffic study, when determined necessary in accordance with Section IV (E)
 - 2 In addition, notice to the COUNTY shall be provided in a form and manner pursuant to the State Environmental Policy Act (SEPA), Chapter 43 21C RCW, for agencies with jurisdiction.
- E** Traffic Study 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 as part of its initial development application
- 1 The CITY will provide the COUNTY with traffic study results for all CITY DEVELOPMENTS that generate 50 or more PM peak-hour trips. The traffic from the CITY DEVELOPMENTS meeting this threshold will be distributed to the affected CITY and COUNTY street system
 - 2 The COUNTY shall provide the criteria for preparation of the traffic study. Mitigation shall be consistent with applicable County code
 - 3 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

4. The CITY shall inform applicants, at the pre-application stage, of the COUNTY's requirements for traffic studies and mitigation
5. 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
6. The COUNTY will recognize any transportation demand management (TDM), passer-by, internal capture or other vehicle trip reduction credits determined by the CITY for CITY DEVELOPMENTS

F Mitigating Measures 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 referenced in Section VI.

1. For each mitigating measure requested, the COUNTY shall identify the specific impacts and reference the relevant COUNTY mitigation policy. Notification of the specific mitigating measures shall be provided by the COUNTY within twenty-one (21) days of the date of notice of application provided in accordance with Section IV (D), except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended
2. If the CITY does not receive timely notification of the COUNTY's requested mitigating measures consistent with Section IV (D), the CITY may assume that the COUNTY has no comments or information relating to potential impacts of the development on COUNTY facilities and may not require any mitigation from the development for impacts on COUNTY facilities. Provided that, this section does not apply if the CITY fails to provide the COUNTY with notice of the development consistent with Section IV (D) above

G Scope of Mitigating Measures Under this AGREEMENT, CITY DEVELOPMENTS may be required to mitigate impacts on COUNTY roads for any of the following: capacity (proportionate share impact mitigation), safety, access and circulation, and level of service

H On-Site and Frontage Improvements Under this AGREEMENT, CITY DEVELOPMENTS may be required to make frontage improvements on COUNTY roads, as follows

1 On-Site Improvements Any CITY DEVELOPMENT may be required to meet any adopted minimum countywide urban growth area (UGA) standards for on-site transportation facilities (e.g., roads, sidewalks, planting strips, etc.)

2 Frontage Improvements Any CITY DEVELOPMENT which fronts on the right-of-way of the COUNTY may be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with COUNTY standards, as adopted in Section VI of this AGREEMENT

I Off-Site Improvements Under this AGREEMENT, CITY DEVELOPMENTS may be required to mitigate impacts on COUNTY streets for any of the following capacity (proportionate share impact mitigation), safety, access and circulation, level of service

1 Mitigation for Impacts on Capacity The COUNTY may request that a CITY DEVELOPMENT contribute a proportionate share of programmed capacity improvements to mitigate capacity impacts on COUNTY roads. There are two options for determining a CITY DEVELOPMENT's proportionate share impact mitigation as follows

- a) The COUNTY has adopted a list of capacity improvements on COUNTY roads which is contained in Appendix D of the Snohomish County Transportation Needs Report (TNR). The improvements are needed to support growth in Snohomish County consistent with the COUNTY GMA comprehensive plan. Based on a comprehensive traffic study, a development's proportionate share impact mitigation may be calculated by determining the development's impact on those planned improvements that are located within the County Mitigation Subareas established in Exhibit 2 of this AGREEMENT. Mitigation of these impacts may be satisfied by payment in lieu of construction. In determining the proportionate share payment under this option, the traffic study must meet the requirements shown in Exhibit 1.
- b) Alternatively, a CITY DEVELOPMENT may choose to have its proportionate share impact mitigation based on the COUNTY's impact fee rates for TSA F as shown in SCC 30.66B 55 025. Any development may satisfy its obligations under this section to contribute a proportionate share of COUNTY capacity improvements, by making a voluntarily-offered payment in lieu of construction equal to the percentage determined for the appropriate City Mitigation Subareas as shown in the table in Exhibit 2, multiplied by the development's newly-generated average daily trips (ADTs), multiplied by the appropriate residential or commercial rate inside the urban growth area (UGA) as shown for TSA-F. The rates will be those in effect on the date the development's application is deemed

complete Percentages differing from those shown in Exhibit 2, based on traffic studies, may be considered for individual developments on a case-by-case basis

- 2 Mitigation for Impacts on Safety Mitigation of impacts on documented safety problem locations on COUNTY roads (designated "inadequate road conditions" in the unincorporated COUNTY) is required from CITY DEVELOPMENT in order to improve such locations in accordance with adopted standards. The COUNTY may request mitigation from any CITY DEVELOPMENT which will add ten (10) or more PM peak hour trips to an inadequate road condition location. If the CITY DEVELOPMENT'S traffic will cause an inadequate road condition at the time of full occupancy of the development, the COUNTY may request that the development not be approved until provisions are made to remedy the inadequate road condition.
- 3 Mitigation for Impacts on Access and Circulation The COUNTY may request that any CITY DEVELOPMENT impacting COUNTY roads be required to provide for access and transportation circulation on COUNTY roads in accordance with the COUNTY's designated mitigation policies referenced in Section IV. The developer may be required to design and construct such access on COUNTY roads in accordance with the COUNTY's adopted policies and standards, and to improve existing COUNTY roads that provide access to the development in order to comply with the COUNTY's adopted design policies and standards.
- 4 Mitigation for Impacts on Level of Service The COUNTY may request mitigation for impacts on the LOS of the COUNTY street system from a CITY DEVELOPMENT that causes a LOS deficiency, or that impacts a current or future LOS deficiency. The COUNTY may request mitigation for impacts on the LOS of the COUNTY road system from any such CITY DEVELOPMENT that causes an arterial unit in arrears, as defined in SCC 30 66B 51 005, or that impacts a current or future arterial unit in arrears with fifty (50) or more PM peak hour trips. For the purposes of this AGREEMENT, a future arterial unit in arrears means that a level of service deficiency is forecast to occur on an arterial unit at the time of or prior to the development's certificate of occupancy and that the COUNTY's current six-year transportation improvement program (TIP) does not identify improvements that are scheduled and fully-funded which will remedy the forecast LOS deficiency on the arterial unit.

J The COUNTY shall make recommendations to the CITY regarding application of its designated mitigation policies to CITY DEVELOPMENTS that impact the COUNTY's transportation system in a manner consistent with the COUNTY's application of mitigation policies to COUNTY DEVELOPMENTS that impact the COUNTY's transportation system

K The CITY 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 may not recommend imposing the mitigating measures requested by the COUNTY, then the CITY will notify the COUNTY as soon as possible, and work with the COUNTY to mutually resolve any differences prior to development approval.

- L 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 compliance with Chapter 82.02 RCW related to mitigation by CITY DEVELOPMENTS for impacts in the COUNTY.

M Administrative Provisions for Mitigating Measures

- 1 The time of construction and/or payment of mitigating measures shall be prior to issuance of building permits.
- 2 The requirements of Title 17 BMC shall apply in the determination of developer obligations, including, but not limited to the following: transportation mitigation (BMC 17.04), and transportation impact fees (BMC 17.045).

V. COUNTY RECOGNITION OF CITY'S DESIGNATED REGULATIONS, PLANS, CODES AND MITIGATION POLICIES FOR PURPOSES OF SEPA REVIEW AND/OR DEVELOPMENT REVIEW

This AGREEMENT addresses the procedures for identification, documentation, and mitigation of interjurisdictional traffic impacts. The COUNTY recognizes the following designated mitigation policies of the CITY as a basis for the COUNTY's exercise of review and mitigation authority pursuant to state and local law.

- A The CITY's Environmental Policy Regulations and Ordinances, and the CITY's adopted policies for the substantive authority of SEPA as identified in BMC Title 14, as now existing or hereafter amended.
- 1 BMC Title 14.02 (State Environmental Policy Act) as now existing or hereafter amended, and
 - 2 The Bothell GMA Comprehensive Plan including, but not limited to, the General Policy Plan Land Use Element, Capital Facilities Element, Urban Design Element, and the Transportation Element, as now existing or hereafter amended.
- B CITY codes, chapters, resolutions, plans or reports incorporated by reference in

titles, chapters, documents, or plans cited above
CITY adopted policies by Council

VI. CITY RECOGNITION OF COUNTY'S DESIGNATED REGULATIONS, PLANS, CODES, AND MITIGATION POLICIES FOR PURPOSES OF SEPA REVIEW AND/OR DEVELOPMENT REVIEW

This AGREEMENT addresses the procedures for identification, documentation, and mitigation of inter-jurisdictional traffic impacts. The CITY recognizes the following designated mitigation policies of the COUNTY as a basis for the CITY's exercise of review and mitigation authority pursuant to state and local law

- A The COUNTY's Environmental Policy Ordinances, Subtitle 30.6 SCC, and the COUNTY's adopted policies for the substantive authority of SEPA as identified in SCC 30.61.230, including, but not limited to, as now existing or hereafter amended
 - 1 Chapter 30.66B SCC as now existing or hereafter amended, and
 - 2 The Snohomish County GMA Comprehensive Plan adopted by Amended Ordinance No. 05-069 in December 2005 including, but not limited to, the General Policy Plan, Capital Facilities Element, Urban Design Element, and the Transportation Element, as now existing or hereafter amended
- B COUNTY codes, chapters, resolutions, plans or reports incorporated by reference in titles, chapters, documents, or plans cited above, including, but not limited to
 - 1 Snohomish County's Engineering Design and Development Standards (EDDS) adopted under Chapter 13.05 SCC, as now existing or hereafter amended, and
 - 2 The Snohomish County Transportation Needs Report, as now existing or hereafter modified and
- C Snohomish County Public Works's Administrative Rules adopted pursuant to Chapter 30.82 SCC

VII. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This AGREEMENT in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties shall comply with the requirements of the Open Public Meetings Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes and other applicable laws and regulations. The COUNTY and CITY retain the ultimate authority for land use and development decisions 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

VIII. RELATIONSHIP TO FUTURE PLANNING AND RECIPROCAL IMPACT MITIGATION

AGREEMENTS

Separate from this AGREEMENT, the CITY and COUNTY understand that many multi-jurisdictional planning and growth management issues will need to be addressed as growth continues. Both parties also understand that joint planning agreements will be required to accomplish the planning and plan implementation requirements of the Growth Management Act of 1990 as amended. Such agreements may focus on particular issues and delineate specific responsibilities that are beyond the scope of this AGREEMENT.

IX. DEVELOPMENT AND REVIEW OF ENVIRONMENTAL STANDARDS

The COUNTY and the CITY will periodically review their existing mitigation policies for consistency in the implementation of this AGREEMENT, and will promptly notify the other in the event of any material change in such policies. In that event, the parties agree to amend this AGREEMENT as appropriate.

X. EFFECTIVE DATE, DURATION, MODIFICATION AND TERMINATION

- A This AGREEMENT shall become effective following the approval of the AGREEMENT by the official action of the governing bodies of each of the parties hereto, the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto, and recording of the executed AGREEMENT with the County Auditor. This AGREEMENT shall remain in full force and effect until the end of the calendar year 2015. *[Signature]* 7/29/06 *[Signature]* 8-2-06
Initial Date Initial Date
- B This AGREEMENT may be modified or terminated upon mutual agreement of the parties. Any modification shall become effective 30 days following written amendment to the AGREEMENT executed by both parties. Any mutual termination shall become effective 90 days following written amendment to the AGREEMENT executed by both parties. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this AGREEMENT, including recording with the County Auditor.
- C Either party may terminate its obligations under this AGREEMENT upon 180 days advance written notice to the other. The party seeking the unilateral termination, the "aggrieved party," shall agree to professional mediation with the other party if so requested. The other party must make its request in writing within 60 days of receipt of the written notice from the aggrieved party. Under this AGREEMENT both parties agree to share equally in the expense of mediation in such cases.
- D Following any amendment or 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. The COUNTY and CITY agree to follow the terms of this AGREEMENT for any developments submitted prior to the effective date of the amendment or termination.

XI INDEMNIFICATION AND LIABILITY

- A 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 and to the extent of, damages solely caused by the acts, omissions, negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees or agents, as judicially determined by a court of competent jurisdiction

- B 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 and to the extent of, damages solely caused by the acts, omissions, negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees or agents, as judicially determined by a court of competent jurisdiction
- C 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 only be to the extent of that party's acts, omissions, negligence or willful misconduct, as judicially determined by a court of competent jurisdiction
- D 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 any failure by the CITY to comply with RCW 82.02.020 or RCW 82.02.070. The COUNTY shall hold the CITY harmless and defend at its expense any legal challenges to the COUNTY's requested mitigation and/or any failure by the COUNTY to comply with RCW 82.02.020 or RCW 82.02.070

XII. COMPLIANCE WITH THE LAW

The COUNTY and the CITY shall comply with all applicable federal, state and local laws in performing this AGREEMENT

XIII. 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

XIV. RECORDS

Both parties shall maintain adequate record 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

XV. SEVERABILITY

Should any clause, phrase, sentence or paragraph of this AGREEMENT or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this AGREEMENT or its application of those provisions not so declared shall remain in full force and effect.

XVI. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties with respect to the reciprocal mitigation of traffic impacts

XVII. 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

XVIII. CONTACTS FOR AGREEMENT

The contact persons for this AGREEMENT are

Wasim Kahn, P E
Transportation Engineer
City of Bothell
9654 NE 182nd St
Bothell, WA 98011
(425) 486-2768

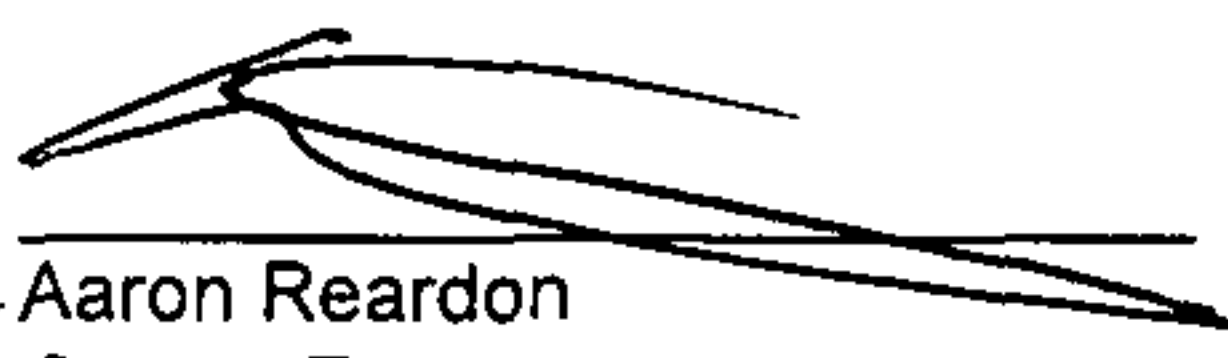
John Davis
Transportation Specialist
Snohomish County Public Works
2930 Wetmore AV
Everett, WA 98201
(425) 388-3488

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

Dated this 24th day of July 2006

CITY OF BOTHELL
BY

SNOHOMISH COUNTY
BY

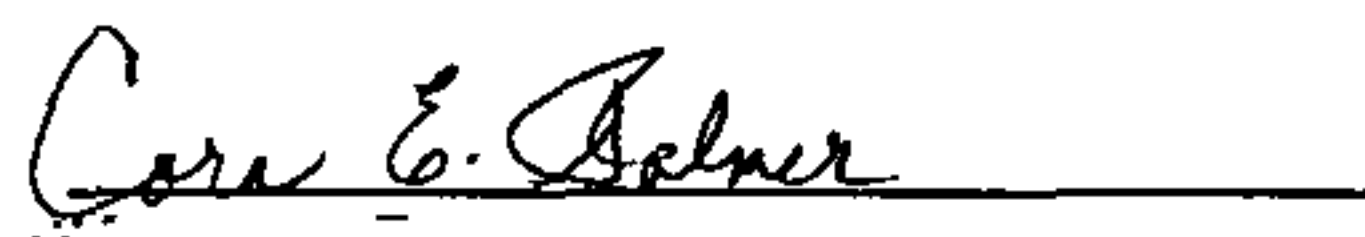
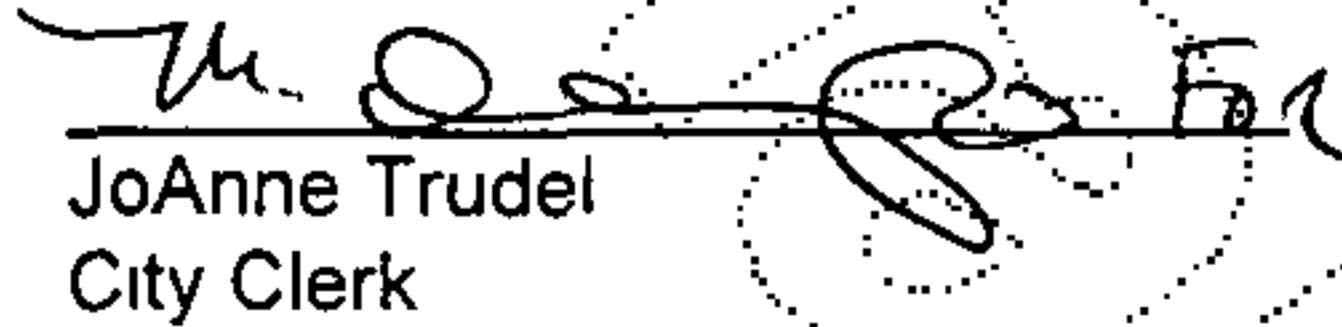


Robert S. Stowe
City Manager

for Aaron Reardon
County Executive

ATTEST

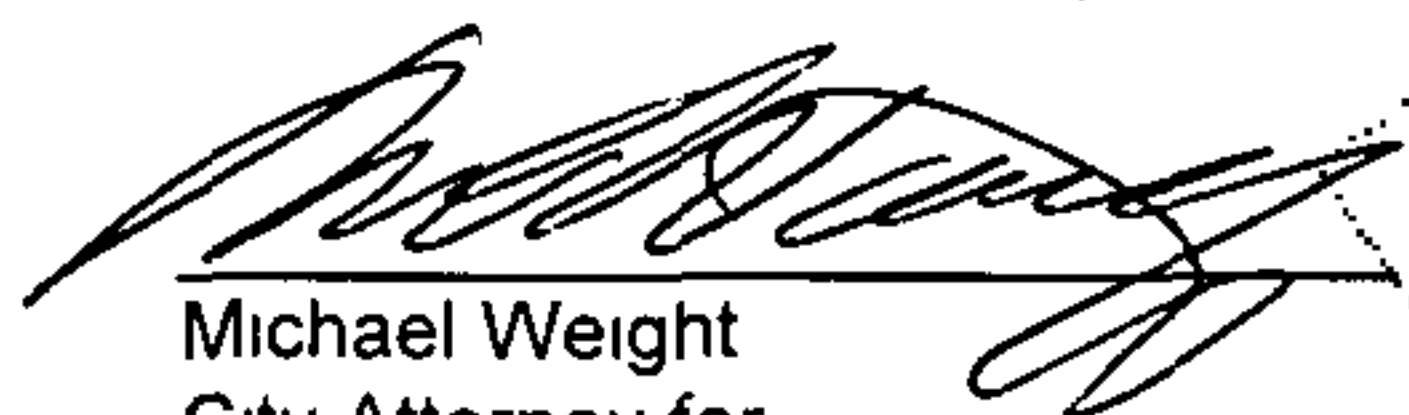
ATTEST **MARK SOINE**
Deputy Executive



JoAnne Trudel
City Clerk

Approved as to form
Office of the City Attorney

Approved as to form
Snohomish County Prosecutor



Michael Weight
City Attorney for
Bothell

Shawn J. Aronow
Deputy Prosecuting Attorney for
Snohomish County

Exhibit 1

General Requirements for Traffic Studies to Determine Proportionate Share Obligations of CITY DEVELOPMENT for Impacts on COUNTY Roads

- 1 **Impacted Roads** Determine, for CITY DEVELOPMENT, which of the road sections with planned improvements in Exhibit D of the County's most recent Transportation Needs Report (The Impact Fee Cost Basis) are impacted by one percent (or more) development-generated PM peak hour trips (PM PHT). Note: Distributions and assignments assume the road/street network as it will be in six years including any new alignments.
- 2 **Current Counts** For each impacted road/street section or intersection, conduct traffic counts to determine the current PM PHT.
- 3 **Reserve Capacity** Determine "reserve capacity" for each impacted road/street section or intersection by subtracting the current PM PHT from the maximum service volume (MSV) for the existing roadway (or capacity for the existing intersection). Reserve capacity is set to zero if current PM PHT exceeds the MSV. MSV may be determined through the screening tables in Snohomish County Rule 4224 070.
- 4 **New Capacity** New capacity is the incremental increase in PHT that could be accommodated with the planned improvement. Determine the new capacity of each impacted road/street section or intersection by subtracting the current MSV from the future MSV after the improvement.
- 5 **Chargeable Capacity** For each impacted road section, add the reserve capacity to the new capacity.
- 6 **Final Adjusted Cost** For CITY DEVELOPMENTS Appendix D of the TNR shows a tax credit and adjusted costs for capacity projects. For this agreement, the final adjusted cost means the adjusted costs after the tax credit has been applied.
- 7 **Capacity Cost per Peak-Hour Trip** For each impacted road section, determine the capacity cost per PM PHT by dividing the final adjusted project cost by the chargeable capacity.
- 8 **Development's Trip Generation and Distribution** Determine the PM peak-hour trip generation, distribution, and assignment for the development at build-out.
- 9 **Traffic Impacts** Determine the number of PM PHT impacting each impacted road/street or intersection.
- 10 **Proportionate Share** For each impacted road/street, determine the proportionate share impact mitigation by multiplying the capacity cost per peak-hour trip by the number of PM PHT impacting the road section.

Exhibit 2

Table 1: Estimated Percentage of Trips from COUNTY DEVELOPMENTS Impacting City Streets

Percentages different than those shown in the following table, based on traffic studies, may be considered for individual developments on a case-by-case basis

Sub-Area ID#	County Mitigation Subareas	Percentage
Area 1	Inside TSA F, west of Swamp Creek and east of I-5	20%
Area 2	Inside TSA F, east of Swamp Creek and west of North Creek	25%
Area 3	Inside TSA E and TSA F, east of North Creek, west of Little Bear Creek and north of SR 524 Also, inside TSA D, east of North Creek, west of 35 th AV SE and south of Mill Creek City limits	30%
Area 4	Inside TSA E or TSA F, east of North Creek, west of Little Bear Creek and south of SR 524	50%
Area 5	Inside TSA E, east of Little Bear Creek, west of Broadway Ave	10%

Table 2: Estimated Percentage of Trips from CITY DEVELOPMENTS Impacting County Roads

Percentages different than those shown in the following table, based on traffic studies, may be considered for individual developments on a case-by-case basis

Sub-Area ID#	City Mitigation Subareas	Percentage
Area 1	South of SR 524, North/East of I-405, North of 233 rd St SE	40%
Area 2	South/West of I-405, North of County Line	20%
Area 3	East of I-405, South of 233 rd St SE, North of SR 522	25%
Area 4	West of I-405, West of 124 th Ave NE (to the south of SR 522), South of County Line	10%

Refer to **Exhibit 3** for generalized map of subareas

Exhibit 3. Map of County and City Mitigation Subareas (Refer to Exhibit 2 for Description of Boundaries)

