

After Recording Return to:

Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201

Agencies: Snohomish County and City of Granite Falls  
Tax Account No.: N/A  
Legal Description: N/A  
Reference No. of Documents Affected: Interlocal Recorded at AF# \_\_\_\_\_  
Filed with the Auditor pursuant to RCW 39.34.040  
Documents Title:

200801030530 20 PGS  
01/03/2008 11:07am \$0.00  
SNOHOMISH COUNTY, WASHINGTON

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF GRANITE FALLS AND SNOHOMISH COUNTY  
CONCERNING ANNEXATION AND URBAN DEVELOPMENT WITHIN  
THE GRANITE FALLS URBAN GROWTH AREA**

**GENERAL RECITALS**

**1. PARTIES**

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

**2. PURPOSE AND RECITALS**

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

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

- 2.5 If the COUNTY legislative authority finds that a proposed annexation within the Granite Falls UGA is consistent with this AGREEMENT and that an addendum pursuant to Section 13 of this Agreement is completed or is not necessary, the COUNTY will not oppose the proposed annexation and will send a letter to the Boundary Review Board in support of the proposed annexation.
- 2.6 The CITY and COUNTY wish to establish a generalized, framework interlocal agreement to implement urban development standards within the Granite Falls UGA prior to annexation, for the planning and funding of capital facilities in the unincorporated portion of the uncontested UGA, and to enable consistent responses to future annexations.
- 2.7 The CITY and COUNTY share a commitment to ensure that infrastructure which is within the funding capacities of the CITY and COUNTY will be in place within the UGA to serve development as it is ready for occupancy and use without decreasing service levels below locally established minimum standards.
- 2.8 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions that effect improvements in the respective jurisdictions. Separate interlocal agreements on reciprocal park mitigation may be negotiated after the effective date of this agreement.
- 2.9 The CITY and COUNTY recognize the need for joint planning to establish local and regional facilities the jurisdictions have planned or anticipate for the area; to identify ways to jointly provide these services; and to identify transition of ownership and maintenance responsibilities as annexations occur. This may result in mutual ongoing planning efforts, joint capital improvement plans, and reciprocal impact mitigation. Joint planning issues could include: planning, design, funding ROW acquisition, construction, and engineering for road projects; regional transportation plans; infrastructure coordination; watershed management planning; capital construction and related services; parks, recreation, and open space.
- 2.10 The CITY agrees to adopt the COUNTY codes listed in Exhibit B by reference for

G:\ECAFI\Dept\05\_pds\GRANITE FALLS Master Annexation ILA Final

the purpose of allowing the COUNTY to process and complete permits and fire inspections in annexed areas. Adoption of the COUNTY's codes in no way affects projects applied for under the CITY's jurisdiction. The COUNTY shall be responsible for providing copies of all the codes listed in Exhibit B in addition to all the updates thereto to the Granite Falls City Clerk, so that the City Clerk may maintain compliance with RCW 35A.12.140.

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

## **ANNEXATION RELATED ISSUES**

### **3. GMA AND LAND USE**

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

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

G:\ECAFD\Dept\05\_pds\GRANITE FALLS Master Annexation ILA Final

COUNTY would impose under COUNTY codes, if the applicant agrees in writing.

#### **4. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY**

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

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

G:\ECAFD\Dep\105\_pds\GRANITE FALLS Master Annexation ILA Final

required, the COUNTY will provide appropriate staff for the City Council's meeting, if deemed necessary by the CITY. Permit renewals shall be governed by Subsection 4.6.

- 4.4.3 Appeals of building permits. The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of building permits issued by the COUNTY in the annexed area.
- 4.4.4 Building permits may be issued up to four months after annexation in areas that have been annexed. The COUNTY agrees to continue processing building permit applications pursuant to Subsection 4.4.2 of this AGREEMENT for up to four months following the effective date of the annexation. On or about the effective date of the annexation, the COUNTY and CITY will determine, in consultation with the applicant(s), whether any pending building permit applications will be transferred to the CITY for completion.
- 4.4.5 Transfer by request of permit applicant. Upon receipt of a written request by a permit applicant, the CITY may at any time request the COUNTY to transfer pending building permit applications. The COUNTY will contact applicants for pending permit applications to provide advance notification of the transfer date. The CITY will honor any intermediate approvals (such as building plan check approval) that are effective prior to transfer of the permit application. Following consultation with the COUNTY, CITY staff must approve extension of intermediate approvals following the annexation.
- 4.4.6 Transfer of permit fees. The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule.
- 4.5 Land use permits.
- 4.5.1 Definitions. For the purposes of this AGREEMENT, the following definitions apply: "Land use permit" is defined as non-single family building permits for structures greater than 4,000 square feet in size, subdivisions, planned residential developments, short subdivisions, conditional uses, special uses, rezones, shoreline substantial development permits, and variances. "Review stage" is defined for subdivisions and short subdivisions to include the following elements which will individually be regarded as a distinct "stage": preliminary plat approval, plat construction plan approval, inspection or final plat processing. "Review stage" for all other land use permits includes preliminary approval, construction plan approval, construction inspections or final sign-off, but does not include related building permit applications unless applied for in the COUNTY prior to the effective date of the annexation.

- 4.5.2 COUNTY will process land use permits as defined in Subsection 4.5.1. The COUNTY shall complete the review of a land use permit that has been filed with the COUNTY prior to the effective date of an annexation, through full completion of that "review stage", as defined in Subsection 4.5.1. At the completion of the review stage, the permit/project shall be transferred to the CITY for all further permitting, review and approval.
- 4.5.3 Land use dedications, deeds or conveyances. Final plats or other dedications of public property will be transmitted to the CITY for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds or conveyances will be in the name of the CITY after the effective date of the annexation and will be forwarded to the City Council for acceptance by the CITY even if the COUNTY is continuing to process the permit.
- 4.5.4 Appeals of land use permits. The COUNTY agrees to be responsible for defending, at no cost to the CITY, any administrative, quasi-judicial or judicial appeals of land use permits issued by the COUNTY in the annexed area.
- 4.6 Permit renewal or extension. After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the COUNTY in the annexation area is to be made to and administered by the CITY.
- 4.7 Transfer of permit fees. The CITY and COUNTY agree to proportionately share the permit application fees for any transferred cases. The COUNTY agrees to transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit. The proportionate share will be based on the COUNTY's permitting fee schedule.
- 4.8 Land use code enforcement cases. Any land use code enforcement cases in the annexation area pending in the COUNTY will be transferred to the CITY on the effective date of the annexation. Any further action in those cases will be the responsibility of the CITY and at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY if necessary to prosecute transferred cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case.
- 4.9 Enforcement of COUNTY conditions. Following the effective date of the annexation, the CITY agrees to enforce any conditions imposed by the COUNTY relating to the issuance of a building or land use permit in an area which has been annexed, to the same extent it enforces its own conditions. The COUNTY agrees to make its employees available, at no cost to the CITY, to provide assistance in enforcement of conditions on permits originally processed by COUNTY personnel.

- 4.10 Transference of bonds. Any performance, maintenance or other bonds held by the COUNTY to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be transferred to the CITY along with responsibility for enforcement of conditions tied to said bonds.

## **5. RECORDS TRANSFER**

Purpose: For the CITY and COUNTY to mutually determine the appropriate timing for the transfer of permit records. Transfer of COUNTY records will be subject to an interlocal agreement between the CITY and the COUNTY, to be entitled "*Interlocal Agreement between the City of Granite Falls and Snohomish County Concerning Transfer, Custody, and Retention of and Access to Public Records Following Annexation.*"

## **6. COUNTY CAPITAL FACILITIES REIMBURSEMENT**

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

- 6.1 Reimbursement for capital facilities investment. The CITY recognizes that the COUNTY can request reimbursement for the depreciated value of certain capital facilities expenditures made in the five-year period preceding the effective date of an annexation based on a negotiated repayment schedule. At the effective date of this AGREEMENT, the CITY and the COUNTY understand that there are no capital facilities that the COUNTY would seek reimbursement for, although projects may be added in the future. However, the CITY and COUNTY agree to use their best efforts to pursue cost sharing where feasible, when planning for new local and regional capital construction projects. Nothing in this paragraph shall be construed as imposing a duty to share costs or reimburse capital expenditures.
- 6.2 Consultation on capital expenditures for active and future projects. The COUNTY will consult with the CITY in planning for new local and regional capital construction projects within the Granite Falls UGA. The COUNTY and CITY agree to begin consultation regarding existing active COUNTY projects within sixty (60) days of approval of this AGREEMENT. At the time of this consultation, or at the project planning stage, the parties will discuss the need for shared responsibilities in implementing capital projects, including the potential for indebtedness by bonding or loans. The CITY and COUNTY will pursue cooperative financing for capital facilities where appropriate. Interlocal agreements addressing shared responsibilities for capital projects within the UGA will be negotiated, where appropriate.

G:\ECAFD\Dept\05\_pds\GRANITE FALLS Master Annexation ILA Final

- 6.3 Continued planning, design, funding, construction, and services for active and future capital projects. Separate interlocal agreement(s) for specific projects will address shared responsibilities for local capital projects and local share of regional capital facilities within the Granite Falls UGA and continued COUNTY services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area. An annexation addendum under Section 13 of this AGREEMENT will document appropriate interlocal agreements relating to planning, design, funding, property acquisition, construction, and other architectural or engineering services for active and future capital projects within an annexation area.
- 6.4 Capital facilities finance agreements. The CITY and COUNTY will discuss project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the Granite Falls UGA. Depending on which jurisdiction has collected revenues, these agreements may include: transfers of future revenues from the CITY to the COUNTY, or from the COUNTY to the CITY; proportionate share reimbursements from the CITY to the COUNTY, or from the COUNTY to the CITY; and/or CITY assumption of COUNTY debt service responsibility or COUNTY assumption of CITY debt service responsibility for loans or other financing mechanisms for new local capital projects and existing local capital projects with outstanding public indebtedness within the annexation area at the time of annexation. Both parties agree in principle that there should not be any reimbursement for projects that have already been paid for by the citizens of the annexing area (e.g., through special taxes or assessments, traffic mitigation, or other attributable funding sources).
- 6.5 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms. After annexation, the CITY agrees to continue administering any non-protest agreements, latecomer's assessment reimbursement programs established pursuant to Chapter 35.72 RCW, or other types of agreements or programs relating to future participation or cost-share reimbursement, in accordance with the terms of any agreement recorded with the Snohomish County Auditor relating to property within the Granite Falls UGA. In addition to the recorded documents, the COUNTY will provide available files, maps, and other relevant information necessary to effectively administer these agreements or programs. If a fee is collected for administration of any of the programs or agreements contained in this Section, the COUNTY agrees to transfer a proportionate share of the administration fee collected to the CITY, commensurate with the amount of work left to be completed on the agreement. The proportionate share will be based on the COUNTY's fee schedule.



## 7. ESSENTIAL PUBLIC FACILITIES

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

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

## 8. ROADS AND TRANSPORTATION

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

8.1 Annexation of road right-of-ways. Except for noncontiguous municipal purpose annexations under RCW 35.13.180 or 35A.14.300, the CITY agrees to propose annexation of the entire right-of-way of COUNTY roads adjacent to an annexation boundary. The CITY agrees to assume full legal control and maintenance responsibility for roads and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.

8.2 Road maintenance responsibility. Where possible, the CITY agrees to annex continuous segments of road to facilitate economical division of maintenance responsibility and avoid discontinuous patterns of alternating CITY and COUNTY road/street ownership. Where annexation of segments of road are unavoidable, the CITY and COUNTY agree to consider a governmental services agreement providing for maintenance of the entire road/street segment by the jurisdiction best able to provide maintenance services on an efficient and economical basis.

8.3 Taxes, fees, rates, charges, and other monetary adjustments. In reviewing annexation proposals, the CITY and COUNTY must consider the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units. Tax and revenue transfers are generally provided for by state statute.

8.4 Traffic Mitigation and Capital Facilities.

8.4.1 Reciprocal impact mitigation. The CITY and COUNTY agree to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts under the terms and conditions as provided for in the "*Interlocal agreement between Snohomish County and the City of Granite Falls on Reciprocal Mitigation of Transportation Impacts*" which will be adopted at or

G:\ECAFD\Dept\05\_pds\GRANITE FALLS Master Annexation ILA Final

near the time of this AGREEMENT. In addition to reciprocal impact mitigation, the subagreement may address implementation of common UGA development standards (including access and circulation requirements), level of service standards, concurrency management systems, and other transportation planning issues.

- 8.4.2 Transfer of concurrency and road impact mitigation fees payments. The COUNTY collects impact fees payments as a condition of land development permits pursuant to Chapter 30.66B of the Snohomish County Code (SCC) for roads in the impact fee cost basis. Where the annexation area includes system improvement(s) for which impact fees have been collected and which remain programmed for improvement(s), the COUNTY and CITY will negotiate fee transfers of all or a portion of these payments to the CITY for the improvements. Any issues relating to unbudgeted improvements for the annexation area will be resolved prior to the transfer of any funds for roads. Impact mitigation funds for roads will be transferred to the CITY upon resolution of the maintenance and ownership responsibilities.
- 8.4.3 Reimbursement for transportation-related capital facilities investment. There will be no reimbursement from the CITY to the COUNTY for existing capital improvements. However, the COUNTY and the CITY may agree to develop separate agreements for cost sharing for new capital improvement projects.
- 8.5 Joint transportation planning.
- 8.5.1 Arterial network plan. The CITY and COUNTY agree to cooperate on the development and maintenance of a regional arterial network plan through the Snohomish County Arterial Network (SnoCAN) project or other efforts to coordinate regional arterial planning and transportation circulation.
- 8.5.2 Transit-oriented development implementation. The CITY and COUNTY agree to cooperate on the development of transit-oriented development (TOD) regulations and transit supportive policies to implement the COUNTY and CITY comprehensive planning policies.
- 8.6 Maintenance services. The CITY and COUNTY agree to evaluate whether an interlocal agreement addressing maintenance of streets, traffic signals, or other transportation facilities will be appropriate. Any COUNTY maintenance within an annexation area after the effective date of the annexation will be by separate service agreement negotiated between the CITY and COUNTY.

## **9. SURFACE WATER MANAGEMENT**

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

G:\ECAFI\Dept\05\_pds\GRANITE FALLS Master Annexation ILA Final

maintenance of surface water facilities.

- 9.1 Legal control and maintenance responsibilities. If the annexed area includes surface water drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY agree to negotiate the disposition of legal control and maintenance responsibilities by the end of the year in which the annexation becomes effective. The COUNTY agrees to provide a list of regional facilities prior to the start of negotiations. Residential detention facilities over which the COUNTY holds maintenance easements will be transferred to the CITY. If the COUNTY's current Annual Construction Program or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the CITY and COUNTY will determine how funding, construction, programmatic and/or subsequent operational responsibilities, and legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.
- 9.2 Taxes, fees, rates, charges and other monetary adjustments. The CITY recognizes that service charges are collected by the COUNTY for unincorporated areas within designated Watershed Management Areas and/or the Clean Water District. Watershed management service charges are collected at the beginning of each year through real property tax statements. Upon the effective date of the annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the COUNTY.
- 9.3 Drainage Needs Report Cost Recovery. The CITY recognizes that drainage engineering studies and inventory have benefited the annexation area. The CITY recognizes that the COUNTY has incurred bonded debt to fund the engineering studies and/or facilities listed in the Drainage Needs Report. The CITY and COUNTY agree to enter into an agreement within one year of the annexation to determine the annexation area's fair share of the bond debt, and to develop and implement a repayment plan for that share of bond debt.
- 9.4 Government service agreements. The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

## **10. PARK, OPEN SPACE AND RECREATIONAL FACILITIES**

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

10.1 Local or community parks. If an annexed area includes parks, open space or recreational facilities that are listed as a local or community park, the CITY agrees to assume maintenance, operation and ownership responsibilities for the facility upon the effective date of the annexation. The only exception is if prior to the annexation, the COUNTY declares its intention to retain ownership of the park.

10.2 Criteria for COUNTY to retain ownership. The COUNTY, in consultation with the CITY, will make the decision on whether to retain ownership based on the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:

- The park has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation;
- There are efficiencies with the COUNTY's operation and/or maintenance of the park property;
- The COUNTY has made a substantial capital investment in the park property, including the purchase of the property, the development of the park, and/or the construction of facilities;
- There are specialized stewardship or maintenance issues associated with the park that the COUNTY is best equipped to address;
- The property generates revenue that is part of the larger COUNTY park operation budget; and/or
- The facility serves as a regional park or is part of the COUNTY'S trail system and would be better included in the COUNTY's regional network.

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

## **11. POLICE SERVICES**

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

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

## **12. FIRE MARSHAL SERVICES**

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

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

## **LEGALLY REQUIRED LANGUAGE**

## **13. ADDENDA AND AMENDMENTS**

- 13.1 Addenda related to annexation. An addendum to this AGREEMENT may be prepared for each annexation, if necessary, to address parks, transportation, surface water management, capital facilities, or other issues specific to a particular annexation. The CITY and COUNTY will negotiate the addendum prior to or during the forty-five (45) day review period following the date the Boundary Review Board accepts the CITY's Notice of Intention for the annexation.
- 13.2 Amendments. The CITY and COUNTY recognize that amendments to this AGREEMENT may be necessary to clarify particular sections or to update and expand the AGREEMENT. Either party may pursue an amendment, as necessary.

- 13.3 Process for addending or amending this AGREEMENT. An addendum or amendment must be mutually agreed upon by the parties and executed in writing before becoming effective. Any addendum or amendment to the AGREEMENT will be executed in the same manner as provided by law for the execution of the AGREEMENT.
- 13.4 Additional agreements. Nothing in this AGREEMENT limits parties entering into interlocal agreements on additional issues not covered by, or in lieu of, the terms of this AGREEMENT.

#### **14. THIRD PARTY BENEFICIARIES**

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

#### **15. DISPUTE RESOLUTION**

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

#### **16. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

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

#### **17. RELATIONSHIP TO EXISTING LAWS AND STATUTES**

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

G:\ECAFI\Dept\05\_pds\GRANITE FALLS Master Annexation ILA Final

herein. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decision-making responsibility vested in them by law.

## **18. EFFECTIVE DATE, DURATION AND TERMINATION**

18.1 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 and the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto.

18.2 This AGREEMENT shall be in full force and effect until the end of the calendar year 2022. If the parties desire to continue the terms of the existing AGREEMENT after the AGREEMENT is set to expire, the parties may either negotiate a new agreement or extend this AGREEMENT through the amendment process.

18.3 Termination. Either party may terminate its obligations under this AGREEMENT upon 90 days advance written notice to the other party and subject to the following condition. Following a termination, the COUNTY and CITY are mutually responsible for fulfilling any outstanding obligations under this AGREEMENT incurred prior to the effective date of the amendment or termination.

## **19. INDEMNIFICATION AND LIABILITY**

19.1 The CITY shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the CITY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents.

19.2 The COUNTY shall protect, save harmless, indemnify, and defend at its own expense, the CITY, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the COUNTY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees, or agents.

19.3 In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by the CITY and the COUNTY, including claims by the CITY's or the COUNTY's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the COUNTY and the CITY, their officers, officials, employees and

G:\ECAFD\Dept\05\_pds\GRANITE FALLS Master Annexation ILA Final

volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.

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

## **20. SEVERABILITY**

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

## **21. EXERCISE OF RIGHTS OR REMEDIES**

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

## **22. RECORDS**

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

## **23. ENTIRE AGREEMENT**

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

## **24. GOVERNING LAW AND STIPULATION OF VENUE**

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



## **25. CONTINGENCY**

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

## **26. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this AGREEMENT are:

Gerry James, City Clerk  
City of Granite Falls  
City Hall  
Granite Falls, WA 98252  
(360) 691-6441

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

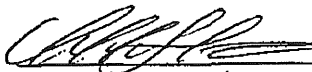
IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the later date indicated below.

CITY OF Granite Falls

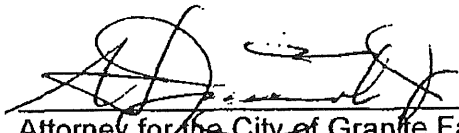
By   
Lyle Romach, Mayor

Date 12-5-07


ATTEST:

  
~~Gerry James~~ LOTTA HINES  
City Clerk

Approved as to form:  
Office of the City Attorney

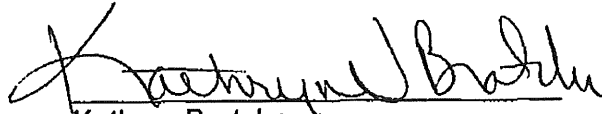
  
Attorney for the City of Granite Falls  
H. J. Zachor

SNOHOMISH COUNTY


By   
for Aaron G. Reardon, County Executive  
MARK SOINE  
Deputy Executive

Date 10/8/07

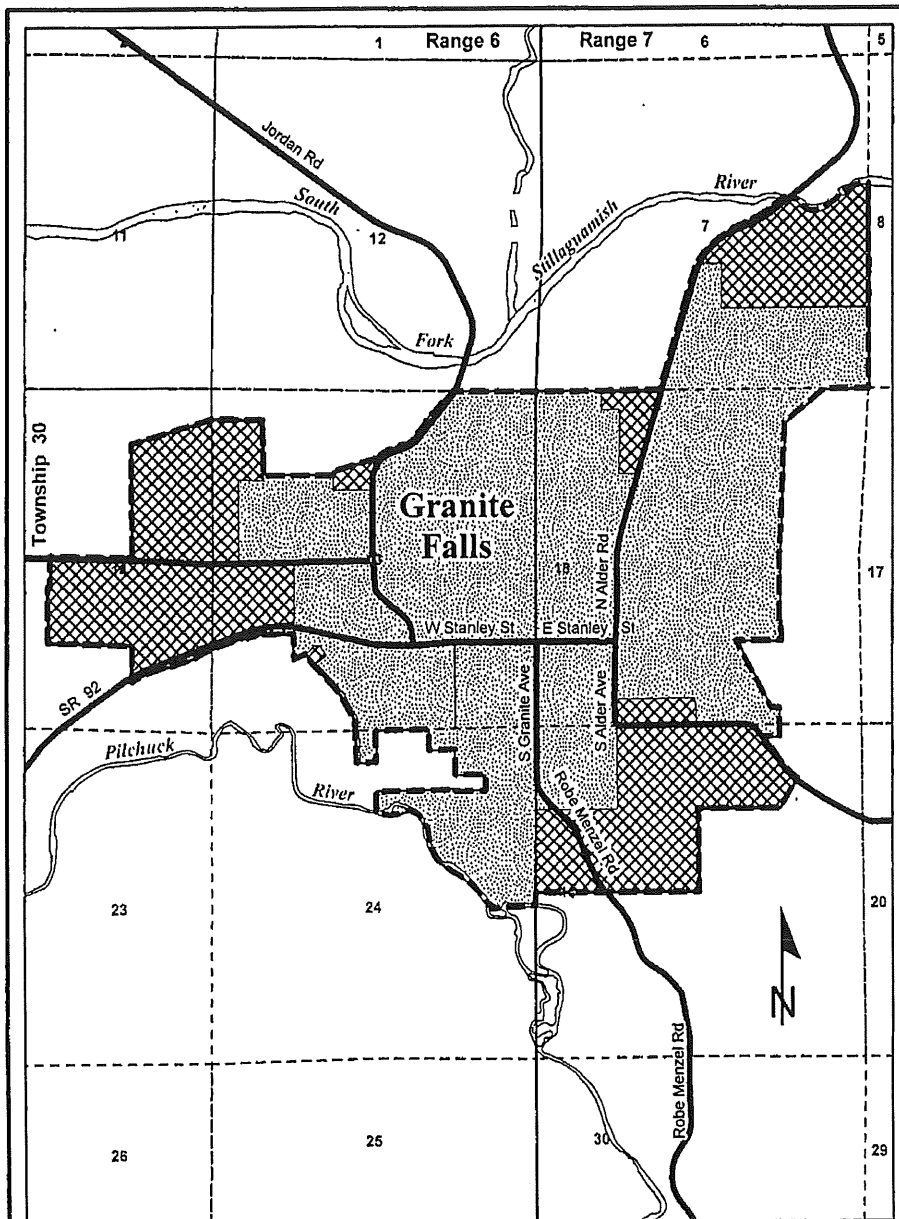
ATTEST:

  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form:  
Snohomish County Prosecuting  
Attorney

  
Deputy Prosecuting Attorney for  
Snohomish County

COUNCIL USE ONLY
Approved: <u>10-3-07</u>
Docfile: <u>D-5</u>



Snohomish County  
**Exhibit A**  
**Granite Falls Master Annexation Interlocal Agreement**  
**Urban Growth Areas**

**Legend**

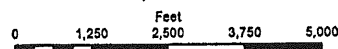
- Unincorporated Urban Growth Area
- Urban Growth Area Boundary
- Incorporated City
- Township-Range Grid
- Section Grid

Snohomish County disclaims any warranty of merchantability or warranty of fitness of this map for any particular purpose, either expressed or implied. No representation or warranty made concerning the accuracy, currency, completeness or quality of data depicted on this map. Any user of this map assumes all responsibility for use thereof, and further agrees to hold Snohomish County harmless from and against any damage, loss, or liability arising from any use of this map.

Produced by Snohomish County Department of Planning and Development Services, Cartography/GIS

Map Document: (W:\p\carto\city\annx\Projects\_2007\Granite Falls UGA\_auditor.mxd) 8/28/2007

City Boundary Source: Snohomish County Assessor



## **EXHIBIT B –COUNTY LEGISLATIVE MEASURES AND CONTRACTUAL AGREEMENTS**

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

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

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

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

### **Other Contractual Agreements**

Interlocal Agreement between Snohomish County and the Washington State Department of Transportation Relating to Policies and Procedures for Interjurisdictional Review of Land Development Impacts Related to Transportation and for Reciprocal Impact Mitigation for Interjurisdictional Transportation System Impacts, July, 1997, as amended.