

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 18-042

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN
AN ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF
WOODWAY AND SNOHOMISH COUNTY CONCERNING ANNEXATION AND URBAN
DEVELOPMENT WITHIN THE WOODWAY MUNICIPAL URBAN GROWTH AREA

WHEREAS, the Town of Woodway (hereafter "Town") and Snohomish County (hereafter "County") have entered into the *Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development within the Woodway Municipal Urban Growth Area* (hereafter "Agreement"), posted on the Snohomish County website with a term beginning September 26, 2016, to implement coordinated planning and transition of services within the Woodway Municipal Urban Growth Area (hereafter "MUGA"); and

WHEREAS, the Agreement is intended to address a broad range of issues to generally govern future annexations by the Town; and

WHEREAS, the Agreement is consistent with and serves to further implement the Town's and the County's respective Comprehensive Plans, adopted pursuant to Chapter 36.70A RCW, the Growth Management Act; and

WHEREAS, Section 2.6.1 of the Agreement anticipated the Town would annex the area within the unincorporated MUGA in two phases; and

WHEREAS, the entirety of the area identified as the Phase One annexation, as defined in Section 2.6.1 of the Agreement, was accomplished by the Town through the passage of Ordinance No. 16-572 with an effective date of July 11, 2016; and

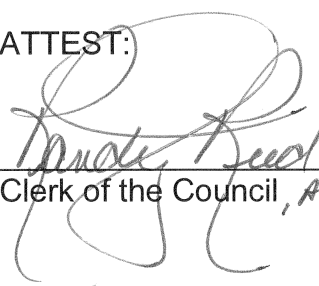
WHEREAS, an addendum (hereafter "Addendum") to the Agreement has been negotiated to address Section 2.6.1 of the Agreement which further acknowledges the Parties may need to address specific issues related to a potential Phase Two annexation, as defined in Section 2.6.1 of the Agreement; and

WHEREAS, all terms of the Agreement apply to the whole or to any part of a Phase Two annexation, except as specifically revised as set forth in Section 4 of the Addendum; and

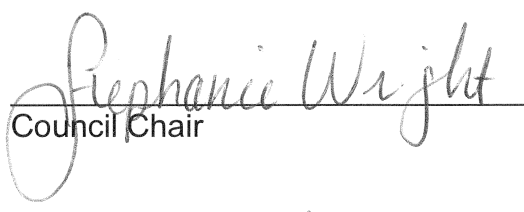
1 PASSED this 5th day of September, 2018.

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ATTEST:


Clerk of the Council, *ASST.*

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

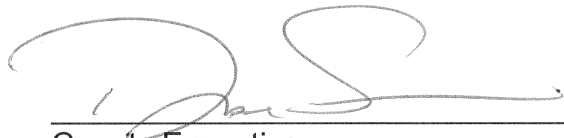

Council Chair

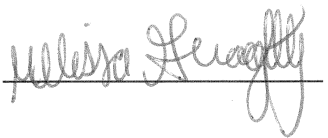
APPROVED

DATE: 9/2/18

EMERGENCY

VETOED


County Executive

ATTEST: 

Approved as to form only:

 6/5/18
Deputy Prosecuting Attorney

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EXHIBIT A

Form of Annexation Agreement

[See attached.]

**ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF WOODWAY AND SNOHOMISH COUNTY
CONCERNING ANNEXATION AND URBAN DEVELOPMENT
WITHIN THE WOODWAY MUNICIPAL URBAN GROWTH AREA**

1. PARTIES

This addendum (“Addendum”) to the *Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area* (“Agreement”), posted on the Snohomish County website with a term beginning September 26, 2016, is entered into by the Town of Woodway (“Town”), a Washington municipal corporation, and Snohomish County (“County”), a political subdivision of the State of Washington, collectively referred to as the “Parties,” under Sections 2.6.1 and 15 of the Agreement.

2. PURPOSE OF THE ADDENDUM

Section 2.6.1 of the Agreement anticipated the Town would annex the area within the unincorporated Woodway MUGA in two phases. The entirety of the area identified as the Phase One annexation, as defined in Section 2.6.1 of the Agreement, was accomplished by Town of Woodway through the passage of Ordinance No. 16-572 with an effective date of July 11, 2016. The Agreement further acknowledged the Parties may need to address specific issues related to the potential Phase Two annexation, as defined in Section 2.6.1 of the Agreement. This Addendum addresses issues related to the potential Phase Two annexation, and other updates to the Agreement the Parties deem appropriate.

3. APPLICABILITY OF AGREEMENT

All terms of the Agreement apply to the whole or to any part of a Phase Two annexation, except as specifically revised as set forth in section 4 below.

4. REVISED TERMS OF AGREEMENT

4.1 Section 5.6.3 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.3 Transfer prior to completing the active phase of review. The County and Town agree that the County will terminate review of any pending permit applications on the effective date of the annexation. The processing of all pending permit applications will transfer automatically from the County to the Town on the effective date of an annexation. The County agrees that it will make County staff available to the Town for consultation on any permit application pending on the effective date of an annexation through the date of a “land use decision” as defined in RCW 36.70C.020(2).

4.2 Section 5.6.4 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.4 Administrative hearing proceedings. The County and Town agree that the County's quasi-judicial hearing decision makers, including the Snohomish County Hearing Examiner and the Snohomish County Council, should not make decisions on pending permit applications or appeals of administrative decisions on permit applications. Accordingly, the County will work with the Town on the timing of administrative hearing proceedings so that no administrative hearing proceeding is underway on the effective date of an annexation. The County will coordinate with the Town to ensure that either (1) the County concludes and issues a decision on an administrative hearing proceeding prior to the effective date of the annexation; or (2) the County defers the timing of the administrative hearing proceeding to a date following the effective date of the annexation to provide the Town the opportunity to exercise its jurisdiction over the proceeding. To the extent not inconsistent with Snohomish County Code or state law, the County shall endeavor to implement the latter option of deferral.

4.3 Section 5.6.5 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.5 Effect of decisions by the County regarding permit review phases. The Town is encouraged to respect and give effect to all decisions made in the ordinary course by the County regarding those permit review phases, as defined in Subsection 5.1 of the Agreement, for a pending permit application within an annexed area that are completed by the County prior to the effective date of such annexation. Nothing herein shall deny the Town its right to appeal, or to continue an existing appeal, of any appealable decision made by the County prior to the effective date of an annexation.

4.4 Section 5.6.6 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.6.6 Proportionate sharing of permit application fees. The County and the Town agree to proportionately share the permit application fees for permit applications pending on the effective date of an annexation. Proportionate shares will be calculated based on the County's permitting fee schedule. With respect to each pending permit application, the County shall retain that portion of the permit application fees that is allocable to the phases of review completed by the County prior to the effective date of the annexation. The Town also agrees that the County shall retain that portion of the permit application fees expended on phases of review underway on the effective date of annexation. Invoices for any work performed by third-party consultants prior to the effective date of annexation shall be processed by the County. Invoices for any work performed by third-party consultants after the effective date of annexation shall be processed by the Town.

4.5 Section 5.7 of the Agreement is replaced in its entirety with the following, which shall be applicable to the whole or to any part of a Phase Two annexation:

5.7 Legal challenges arising out of land use decisions. The County shall protect, save harmless, indemnify and defend, at its own expense, the Town, its elected

and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of any land use decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that were issued by the County prior to the effective date of the annexation. The Town shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of any land use decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that are issued after the effective date of the annexation. The term "land use decision" as used in this section 5.7 is the same as the definition of "land use decision" as defined in RCW 36.70C.020(2).

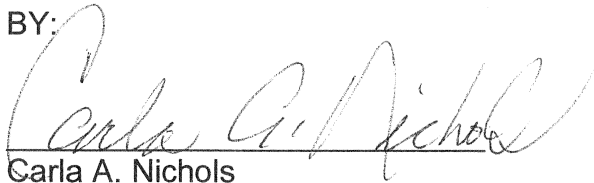
5. Filing

A copy of this Addendum shall be filed with the Woodway Town Clerk and posted on the Snohomish County website pursuant to RCW 39.34.040.

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

TOWN OF WOODWAY

BY:



Carla A. Nichols
Mayor

Date: April 17, 2018

SNOHOMISH COUNTY

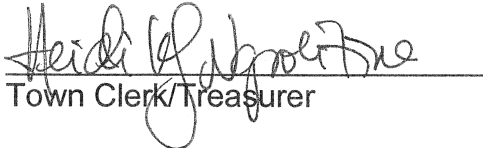
BY:



Dave Somers
County Executive

Date: 9/7/2018

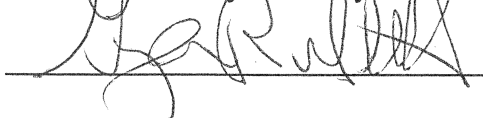
ATTEST:



Heidi H. Johnson
Town Clerk/Treasurer

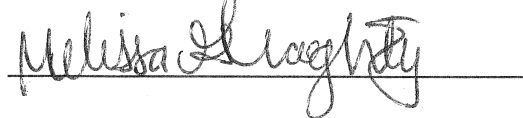
Approved as to form:

Office of the City Attorney



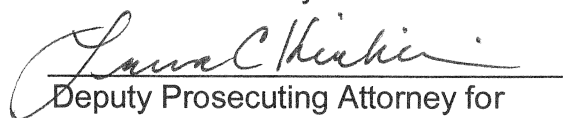
Attorney for the Town of Woodway

ATTEST:



Approved as to form:

Snohomish County Prosecutor



Sarah C. Hinkley
Deputy Prosecuting Attorney for
Snohomish County

COUNCIL USE ONLY

Approved: 9-5-18
Docfile: D-9