

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SNOQUALMIE AND KING COUNTY
REGARDING THE ANNEXATION OF A PORTION OF
THE SNOQUALMIE MILL PLANNING AREA**

This Interlocal Agreement (“Agreement”) is made and entered into this ____ day of _____, 2011, by and between the City of Snoqualmie (“City”) and King County (“the County”), collectively “the Parties.”

WHEREAS, the City is organized and operates under the Optional Municipal Code, title 35A RCW; and

WHEREAS, the County and its cities are required to plan under chapter 36.70A RCW and are subject to the requirements of RCW 36.70A.215; and

WHEREAS, RCW 35A.14.460 authorizes annexation by code cities by interlocal agreement between the code city and the county in which it is located, provided certain criteria are satisfied; and

WHEREAS, the County has designated an Urban Growth Area for the City as required by the Growth Management Act (“GMA”), chapter 36.70A RCW; and

WHEREAS, the City has identified certain property within the Urban Growth Area as the Mill Planning Potential Annexation Area (“PAA”) in its comprehensive plan consistent with the requirements of the state GMA and the Countywide Planning Policies, which PAA is generally known as the Mill Planning Area, which is further described in Exhibit A; and

WHEREAS, the City and the owners of the property within the Mill Planning Area legally described in Exhibit A and depicted on Exhibit B hereto (“the Property”) have been engaged in discussions about its potential annexation by the City for several months; and

WHEREAS, the City and Property owners are ready to pursue annexation of the Property at this time; and

WHEREAS, more than sixty percent of the boundaries of the Property are contiguous to the corporate limits of the City; and

WHEREAS, the Property is not within any public fire district; and

WHEREAS, no persons reside within the boundaries of the Property; and

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WHEREAS, the roads within the boundaries of the Property transfer to the city automatically upon annexation; and

WHEREAS, upon its future development this Property will require urban services best provided by the City; and

WHEREAS, the County supports the annexation of the Property; and

WHEREAS, a hearing as required by RCW 35A.14.460(3) has been held by the respective legislative bodies of the City and the County; and

WHEREAS, the City and the County have each adopted an ordinance authorizing this Agreement, as provided by the Interlocal Cooperation Act, chapter 39.34 RCW;

NOW, THEREFORE, by their signatures below, the Parties hereby enter into this Agreement regarding the annexation of the Property by the City, as follows:

1. **TERM.** The term of this Agreement shall commence upon its approval by the governing body and execution by the duly authorized official of each of the Parties. This Agreement shall automatically expire sixty days after its commencement date if the City has not by such date adopted an ordinance annexing the Property, provided, the time during which there is pending in any court any legal challenge to this Agreement or to the annexation shall be excluded from the sixty day period. If the City has adopted an ordinance annexing the Property, then this Agreement shall remain in full force and effect until the parties mutually agree all post-annexation obligations of each party have been fully satisfied.

2. BOUNDARIES OF THE TERRITORY TO BE ANNEXED.

a. The boundaries of the Property to be annexed are set forth on Exhibit A and depicted in Exhibit B.

b. The right of way of 396th Dr. S.E. shall be excluded from the Property to be annexed, provided, that upon development or redevelopment of the Property to be annexed requiring a principal access to the Property from 396th Dr. S.E., the parties shall each adopt a resolution or ordinance as provided in RCW 35A.21.210 to revise the corporate boundary of the City to fully include that portion of 396th Dr. S.E, adjacent to the Property within the City's corporate boundaries.

3. ANNEXATION PROVISIONS.

a. In compliance with RCW 35A.14.460(4), following adoption and execution of this Agreement, the City shall hold a public hearing on the annexation of the Property and subsequently consider an ordinance that provides for the annexation of the Property. The

City's ordinance, if approved, shall provide that annexation of the Property to the City will become effective 45 days from the date City adopts the ordinance pursuant to the requirements of RCW 35A.14.460(4).

b. Subsequent to passage of the annexation ordinance, the City shall publish at least once each week for two weeks in a newspaper of general circulation within the City and a newspaper of general circulation within the territory to be annexed notice of the proposed effective date of the annexation, which shall include a statement of the proposed zoning to become effective upon annexation and a statement of the requirements for assumption of indebtedness.

c. Any permit applications submitted to the County by owners of the Property pending as of the effective date of the annexation shall be vested, and shall be processed by the City in accordance with County ordinances and regulations, with the assistance of County staff.

d. As of the effective date of the annexation, police, fire and emergency services responsibility shall transfer to the City. All misdemeanors and infractions committed within the Property to be annexed prior to the effective date of the annexation shall be prosecuted by the County. All misdemeanors and infractions committed within the Property to be annexed after the effective date of the annexation shall be prosecuted by the City.

e. As of the effective date of the annexation, ownership of and maintenance responsibility for public roads within the boundary of the Property to be annexed shall transfer to the City.

f. All records of the County relating to public roads owned by the County, including but not limited to Meadowbrook Bridge, Mill Pond Road and Reinig Road, shall be turned over to the City Public Works Department within a reasonable time after the effective date of the annexation.

g. Each of the Parties shall defend, indemnify and hold the other Parties, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement. No party will be required to defend, indemnify or hold the other party harmless if the claim, suit or action for injuries, death or damages is caused by the sole negligence of that party. Where such claims, suits or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each party agrees that its obligations under this subparagraph include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Parties only, any

immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

4. ADMINISTRATION AND CONTACT PERSONS. The following persons shall be the administrators of the Agreement and shall be the contact person for their respective jurisdictions:

For the City:

Mayor
City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065
(425) 888-1555
mayor@ci.snoqualmie.wa.us

For the County:

Dwight Dively, Director
Performance, Strategy and Budget
401 Fifth Avenue, Suite 810
Seattle, WA 98104
(206) 263-9687
dwight.dively@kingcounty.gov

5. COMPLIANCE WITH LAWS. Each Party shall be responsible for compliance with federal, state and local laws. Specifically, in meeting the commitments set forth in this Agreement, each Party shall comply with, among other laws, the requirements of Open Public Meetings Act, the Public Records Act, the Growth Management Act, and the Annexation Statutes. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

6. ENTIRE AGREEMENT. This Agreement, together with its exhibits, constitute the entire agreement of the Parties. No provision may be amended or modified except by written agreement signed by the Parties. If any provision of this Agreement is found to be unenforceable, illegal or contrary to public policy, this Agreement shall remain in full force and effect except for the provision that are unenforceable, illegal or contrary to public policy. The Parties have both had an equal opportunity to participate and participated in the drafting of this Agreement, and no ambiguity shall be construed against any Party on the basis that that Party drafted the ambiguous language. This Agreement is made and entered into for the sole benefit of the Parties hereto, and no other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

CITY OF SNOQUALMIE

KING COUNTY

Matthew R. Larson, Mayor
Signed:_____

Dow Constantine, County Executive
Signed:_____

Pursuant to authority of City of
Snoqualmie Resolution No. _____

Pursuant to authority of King County
Ordinance No. _____

EXHIBIT A

Description of Boundaries of Property to be Annexed

LEGAL DESCRIPTION OF MAXIMUM AREA TO BE ANNEXED

THAT PORTION OF SECTIONS 29, 30 & 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN LYING NORTHERLY AND EASTERLY OF THE PLAT OF SNOQUALMIE FALLS AS RECORDED IN VOLUME 6 OF PLATS AT PAGE 51 ON SEPTEMBER 25, 1890, RECORDS OF KING COUNTY, WASHINGTON AND NORTHERLY AND EASTERLY OF THE CITY OF SNOQUALMIE MUNICIPAL BOUNDARIES AS ESTABLISHED BY CITY ORDINANCE NUMBERS 265, 514, 566/569, 650/659, 787, 838 AND 876, AND WESTERLY OF 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE, AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AMENDMED BY KING COUNTY ORDINANCE NO. 16949;

EXCEPT THE RIGHT OF WAY OF 396TH DRIVE SE

SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON.

CONTAINING ALL OR PORTIONS OF KING COUNTY TAX PARCELS

292408-9002 292408-9003 292408-9006 292408-9009 292408-9011
292408-9013 292408-9015 292408-9017 292408-9018 292408-9022
292408-9023 292408-9028 302408-9001 302408-9004 302408-9015
302408-9069 302408-9070 322408-9002 322408-9006 322408-9008
322408-HYDR 785020-HYDR

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EXHIBIT B

Map of Property to be Annexed

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