

# **INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF ARLINGTON 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 Arlington, 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 have entered into a generalized, framework interlocal agreement for annexation within the Urban Growth Area (UGA) which includes general statements of principle and policy. This AGREEMENT

addresses joint transportation system planning and impact mitigation consistent with the framework interlocal agreement.

- E. 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 is UDC VII.I (as may be amended) and UDC XI.C (as may be amended) which provides the regulatory authority under which the CITY conditions land-use approvals to require developments in the CITY to mitigate their transportation impacts on COUNTY roads or the streets of other cities.
- F. 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 Title 26B, including SCC 26B.55.080, 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 city streets or other counties' roads.
- G. 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.

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

- A. Transportation Service Areas (TSAs) and the City Street System. For purposes of this AGREEMENT and implementing the provisions of Title 26B SCC, it has been determined that the CITY is located in TSA A as shown on the TSA Map in the Snohomish County Transportation Needs Report referenced in Section VI. Pursuant to this AGREEMENT the CITY shall determine the transportation impacts of COUNTY developments in TSA A 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 26B.50.030, 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 development are not addressed by this AGREEMENT or for developments outside of TSA A.
- C. Applicability to COUNTY Developments. This AGREEMENT applies to all

developments located in unincorporated Snohomish County, inside TSA A, 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 agency notice and afford the CITY a timely opportunity for review, comment, staff consultation, and, where applicable, participation in the COUNTY's development review and approval process, 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 Chapter 32.50 SCC for other agencies with jurisdiction, even for developments not subject to the provisions of Chapter 32.50 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 DEVELOPMENT that may have impacts on the CITY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such COUNTY DEVELOPMENT shall submit the requested traffic study to SnoCoPDS as part of its initial development application.
1. The CITY shall provide the criteria for preparation of the traffic study.
  2. 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.
  3. 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.
  4. 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.

- 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. 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.
1. If SnoCoPDS does not receive the CITY's notification of mitigating measures consistent with Section III (F) 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.
  2. The provisions of this section do 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, or level of service. 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.) 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.
- H. Proportionate Share Impact Mitigation for COUNTY DEVELOPMENTS. The CITY may request that a COUNTY DEVELOPMENT contribute a proportionate share of programmed capacity improvements to mitigate capacity impacts on CITY roads. There are two options for determining a COUNTY DEVELOPMENT's proportionate share impact mitigation as follows:
1. The CITY has adopted a list of capacity improvements on CITY streets which is contained in its Comprehensive Plan. The improvements are needed to support growth in the CITY consistent with the CITY 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 these planned improvements and 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.

2. Alternatively, 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 on the capacity of CITY facilities for different subareas within the TSA A as described in Exhibit 3. 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 subarea as shown in the table in Exhibit 3, multiplied by the development's newly-generated peak-hour 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.

- I. Mitigation for Impacts on Safety. 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 three (3) or more PM peak hour trips.
- J. Mitigation for Impacts on Access and Circulation. Consistent with Section 8.4 of the CITY/COUNTY interlocal agreement relating to framework policies for annexation within the CITY's urban growth area, and consistent with the transportation policies of the COUNTY's Arlington Urban Growth Area (AUGA) Plan, the CITY may request that COUNTY DEVELOPMENTS make access and/or circulation provisions for future CITY streets to be located in the AUGA including, but not limited to provisions for connections to existing streets in corridors identified on the CITY's adopted map attached as Exhibit 2 (City of Arlington's Local Street Map of Conceptual Linkages and Approximate Corridors for the UGA). 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:

1. provision of more than one access route to residences and/or businesses to facilitate emergency vehicle access, and
  2. provision of non-motorized access to schools, activity centers and other neighborhoods along local streets rather than higher traffic volume arterials, and
  3. provision of automobile access to schools, activity centers and other neighborhoods along local streets to reduce congestion on arterials and lessen the need for expensive capacity improvements to arterials.
- K. Mitigation for Impacts on Level of Service. COUNTY DEVELOPMENTS which generate more than 50 PM peak-hour trips may be required to conduct traffic studies to determine their impacts on the level of service (LOS) of CITY streets. The CITY may request mitigation for impacts on the LOS of the CITY street system from any such COUNTY DEVELOPMENT that causes a LOS deficiency, or that impacts a current or future LOS deficiency with three or more PM peak-hour trips. 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.
- L. 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.
- M. Consistent with SCC 26B.55.080(2), 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.
- N. 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.

O. 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 26B.55.080.
2. Any proportionate share impact mitigation payment or construction of improvements to be made in accordance with this AGREEMENT shall be the subject of a voluntary agreement between the developer and the CITY.
3. The requirements of SCC 26B.55.010(1), (2), (3), (4) and (7) shall apply in the determination of developer obligations. These provisions address time of determination, developer proposal of mitigation, validity of mitigating measures imposed, reinvestigation of traffic impacts and requests to amend a proposed development.

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

- A. Transportation Service Areas (TSAs) and Urban Growth Areas (UGAs). For purposes of this AGREEMENT, the COUNTY shall determine the transportation impacts of CITY developments on the COUNTY road system in TSA A as shown on the TSA Map in the Snohomish County Transportation Needs Report referenced in Section VI below. 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 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 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 or for developments with impacts outside of TSA A.
- C. Applicability to CITY Developments. 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 agency notice and afford the COUNTY a timely opportunity for review, comment, staff consultation, and, where applicable, participation in the CITY's development review and approval process, 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 timely notice of application to the COUNTY. 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 criteria for preparation of the traffic study shall be provided by the COUNTY and shall be consistent with Exhibit 1 for traffic studies to determine proportionate share impact mitigation.
  2. 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.
  3. The CITY shall inform applicants, at the pre-application stage, of the COUNTY's requirements for traffic studies and mitigation.
  4. 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.
- 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. 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.

1. If the CITY does not receive the COUNTY's notification of mitigating measures consistent with Section IV (F) above, 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.
2. The provisions of this section do 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, or level of service. CITY DEVELOPMENTS which front on the right-of-way of the COUNTY may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements.

H. Proportionate Share Impact Mitigation for CITY DEVELOPMENTS. 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:

1. 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 these planned improvements and 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.
2. Alternatively, a CITY DEVELOPMENT may choose to have its proportionate share impact mitigation based on the COUNTY's impact

fee rates for TSA A as shown in SCC Title 26B.55.025. Under this alternative, the proportionate share impact mitigation shall equal the number of development-generated average daily trips (ADTs) multiplied by the appropriate residential or commercial rate inside the urban growth area (UGA) as shown for TSA A. Under this option, a CITY DEVELOPMENT's proportionate share obligation shall be reduced by the estimated percentage of development-generated ADTs that do not enter or exit the CITY. That percentage shall either be 30% or may be determined to be greater than 30% based on a traffic study provided by the developer.

- I. Mitigation for Impacts on Safety. The COUNTY may request mitigation for impacts on the safety of roads from any CITY DEVELOPMENT which impacts a COUNTY Inadequate Road Condition with three or more PM peak hour trips as provided in SCC 26B.55.040.
  
- J. Mitigation for Impacts on Access and Circulation. Consistent with Section 8.4 of the CITY/COUNTY interlocal agreement relating to framework policies for annexation within the CITY's urban growth area, and consistent with the supplemental transportation policies of the COUNTY's Arlington Urban Growth Area Plan, the COUNTY may request that CITY DEVELOPMENTS make access and/or circulation provisions for existing or future arterials that are located in the CITY including, but not limited to provisions for connections to existing roads in corridors identified on the COUNTY's adopted Arterial Circulation Plan map. 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 VI of this AGREEMENT. Some of the purposes for such access and circulation provisions include, but are not limited to:
  - 1. provision of more than one access route to residences and/or businesses to facilitate emergency vehicle access, and
  - 2. provision of non-motorized access to schools, activity centers and other neighborhoods along local streets rather than higher traffic volume arterials, and
  - 3. provision of automobile access to schools, activity centers and other neighborhoods along local streets to reduce congestion on arterials and lessen the need for expensive capacity improvements to arterials.
  
- K. Mitigation for Impacts on Level of Service. CITY DEVELOPMENTS which generate more than 50 PM peak-hour trips may be required to conduct traffic studies to determine their impacts on the level of service (LOS) of COUNTY

roads. 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 26B.51.005, or that impacts a current or future arterial unit in arrears with three 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.

- L. 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.
- M. 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.
- N. 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.
- O. Administrative Provisions for Mitigating Measures
  - 1. The time of construction and/or payment of mitigating measures shall be as follows:
    - a) For plats, prior to or at the time of recording.
    - b) For all other developments prior to issuance of permits.

2. Any proportionate share impact mitigation payment or construction of improvements to be made in accordance with this AGREEMENT shall be the subject of a voluntary agreement between the developer and the COUNTY.

**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 UDC XI.C (as may be amended); including, but not limited to:
  1. AMC Titles 16 (Building and Construction), 18 (Environmental Regulations), 19 (Subdivisions), and 20 (Zoning) (the latter three collectively referred to as the Unified Development Code) as now existing or hereafter amended; and
  2. The Arlington GMA Comprehensive Plan adopted by ordinance in June 1995 including, but not limited to, the General Policy Plan Land Use Element, Capital Facilities 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.

**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 interjurisdictional 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, Title 23 SCC, and the COUNTY's adopted policies for the substantive authority of SEPA as identified in SCC 23.36.030, including, but not limited to:
  1. Title 26B SCC as now existing or hereafter amended; and

2. The Snohomish County GMA Comprehensive Plan adopted by Ordinance 94-125 in June 1995 including, but not limited to, the General Policy Plan, Capital Facilities 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.

**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 Meetings Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes and other applicable State or local law. 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**

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 continue to work toward the establishment of coordinated transportation system development standards and development mitigation policies. 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 and the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto.

- 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.
- C. Either party may terminate its obligations under this AGREEMENT upon 180 days advance written notice to the other party and under the following conditions. 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 those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees or agents.
- 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 those damages solely caused by the negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees or agents.
- 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 negligence.

- 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.

**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:

Cliff Strong  
City Planner  
City of Arlington  
238 North Olympic  
Arlington, WA 98223  
(360) 403-3481


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 29 day of Sept. 1999

CITY OF ARLINGTON

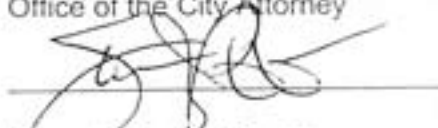
BY:

  
Robert Kraski  
Mayor

ATTEST:

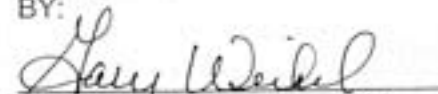
  
Kathy Peterson  
City Clerk

Approved as to form:  
Office of the City Attorney

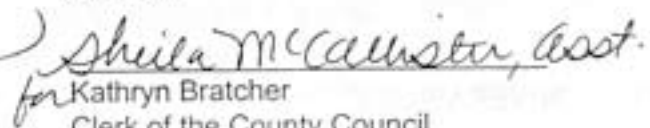
  
Attorney for the City of  
Arlington

SNOHOMISH COUNTY

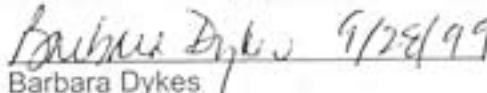
BY:

  
Robert J. Drowel 9.22-99  
County Executive GARY WEIKEL  
Executive Director

ATTEST:

  
for Kathryn Bratcher  
Clerk of the County Council

Approved as to form:  
Snohomish County Prosecutor

  
Barbara Dykes 9/28/99  
Deputy Prosecuting Attorney for  
Snohomish County

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## Exhibit 1

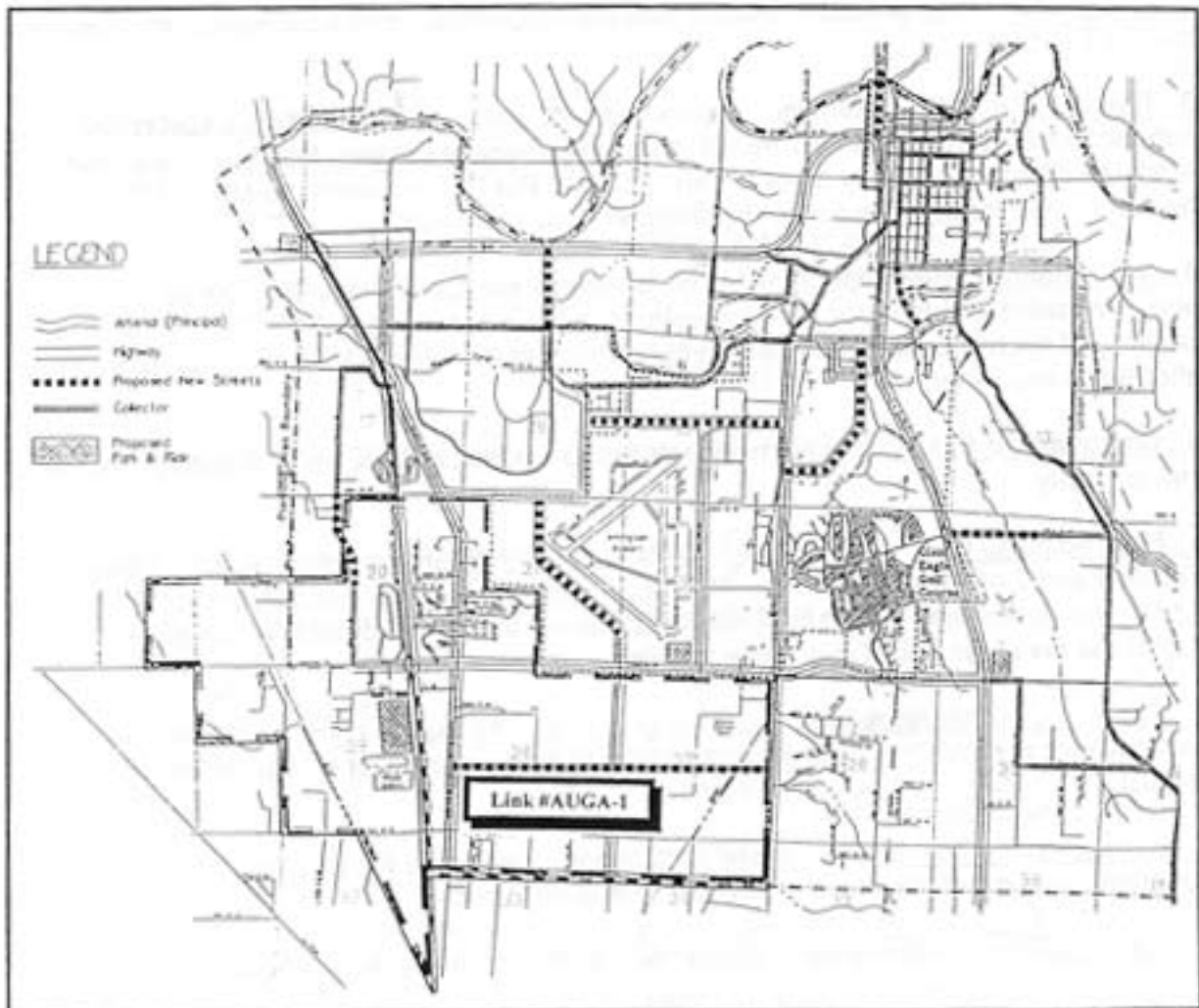
### General Requirements for Traffic Studies to Determine Proportionate Share Obligations of CITY DEVELOPMENTS for Impacts on COUNTY Roads.

1. Impacted Roads. Determine 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).
2. Current Counts. For each impacted road section, conduct traffic counts to determine the current PM PHT.
3. Reserve Capacity. Determine "reserve capacity" for each impacted road section by subtracting the current PM PHT from the maximum service volume (MSV) for the existing roadway. Reserve capacity is set to zero if current PM PHT exceeds the MSV. MSV may be determined through the screening tables in DPW Policy 4210.
4. New Capacity. New capacity is the incremental increase in PHT that could be accommodated with the planned improvement in Exhibit D of the TNR. Determine the new capacity of each impacted road section 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. Table 3 of Appendix D of the TNR shows a tax credit for TSA A. Tables 1 and 2 of Appendix D of the TNR show adjusted costs for capacity projects in TSA A. For this agreement, the final adjusted cost means the adjusted costs from Tables 1 and 2 after the tax credit from Table 3 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 and distribution for the development at build out.
9. Traffic Impacts. Determine the number of PM PHT impacting each impacted road.
10. Proportionate Share. For each impacted road, 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

### City of Arlington's Local Street Map of Conceptual Linkages and Approximate Corridors for the UGA<sup>1</sup>

Link ID#	Connecting Link	Approximate Corridor
AUGA-1	Smokey Point Boulevard to 67th AV NE	east-west between 164th ST NE and 168th ST NE



<sup>1</sup>Source of Map: Figure TR-1, Arlington Comprehensive Plan, Street Network Plan

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### Exhibit 3

#### Estimated Percentage of Trips from County Developments Impacting City Streets

Sub-Area ID#	* County Subarea Description	Percentage
CO-ARL-1	north of SR-531 and south of the Stillaguamish River and east of I-5 and west of the South Fork of the Stillaguamish River	90%
CO-ARL-2	east of SR-9 and east of the South Fork of the Stillaguamish River	80%
CO-ARL-3	south of SR-531 and east of I-5 and north of 140th ST NE and west of the South Fork of the Stillaguamish River	70%
CO-ARL-4	north of the Stillaguamish River and west of SR-9 and east of I-5 and south of the Stanwood Bryant Road	60%
CO-ARL-5	south of the northernmost channels of the Stillaguamish River and west of I-5 and north of 140th ST NE/NW and east of the line starting on 140th ST NE that goes north on 23rd AV NE to Forty Five Road, northwest on Forty Five Road to SR-531, west on SR-531 to 12th AV NW, and north on 12th AV W to the Stillaguamish River	70%
CO-ARL-6	south of the northernmost channels of the Stillaguamish River and north of 140th ST NE/NW and east of the line starting on 140th ST NE that goes north on 23rd AV NE to Forty Five Road, northwest on Forty Five Road to SR-531, west on SR-531 to 12th AV NW, and north on 12th AV W to the Stillaguamish River	40%
CO-ARL-7	north of the northernmost channels of the Stillaguamish River and west of I-5	20%
CO-ARL-8	east of I-5 and north of the Stanwood Bryant Road and west of SR-9	20%
CO-ARL-9	south of 140th ST NE and east of I-5	20%
CO-ARL-10	south of 140th ST NE/NW and west of I-5	5%

\*Note: When a road is shown as a boundary, the boundary is either the centerline of the road itself or a straight extension of the road centerline in places where the actual road does not exist.