

After Recording Return to:  
Department of Public Works  
Program Planning, M/S 607

**Document Title: Amendment Number 1 of Interlocal Agreement #9709190470, the "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"**

## **PARTIES**

This amendment is entered into pursuant to Chapter 36.70A RCW (the Growth Management Act), Chapter 36.70B (Local Project Review), Chapter 36.75 RCW (Roads and Bridges), Chapter 43.21C RCW (SEPA), Chapter 39.34 RCW (the Interlocal Cooperation Act), Title 47 RCW (Public Highways and Transportation), Chapter 58.17 RCW (Subdivisions) and Chapter 82.02 RCW (Excise Taxes) by the Washington State Department of Transportation, hereinafter "STATE", and Snohomish County, hereinafter "COUNTY", a political subdivision of the State of Washington.

## **PURPOSE AND RECITALS**

WHEREAS, on September 17, 1997 the COUNTY signed an interlocal agreement with the STATE 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, and

WHEREAS, in the implementation of the agreement several points have been identified which merit clarification, and

WHEREAS, there are changes to the list of programmed WSDOT projects contained in Exhibit C of the agreement,

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NOW THEREFORE, and in consideration of the promises and mutual covenants contained in the original agreement, and as amended herein, the CITY and the COUNTY agree to amend the identified subsections and exhibits of the agreement as follows:

## **AMENDMENTS**

1. A new section 4.8 is added to read:

**Upon request by the COUNTY, the STATE shall provide information to the COUNTY about specific STATE transportation projects. The COUNTY will use this information for the purpose of determining whether or not a STATE transportation project will remedy certain level-of-service deficiencies on COUNTY arterial units. The information provided by the STATE on specific STATE projects will include written documentation to the COUNTY specifying whether or not funding to complete the projects has been secured, and the date on which the project(s) shall be complete and open for public use, within reasonable certainty. The parties agree that the STATE's provision of this information to the COUNTY does not obligate the STATE in any manner to proceed with the construction of the project(s).**

2. Paragraph three of the preamble in Section 5 is amended as follows:

### **V. THE STATE'S DESIGNATED REGULATIONS, CODES, MITIGATION POLICIES AND PROCEDURES**

This agreement constitutes the policies and procedures of the STATE under SEPA in accordance with SCC 23.36.030(4), and under Chapter 58.17 RCW, for review and mitigation of the transportation impacts on state highways that are a part of the road system, as defined in SCC 26B.51.100, of any new development that is located within the unincorporated COUNTY. "Road system", as defined in 26B.51.100 means those existing or proposed public roads whether state, county or city (including freeway interchanges with county roads or city streets and the ramps for those interchanges but excluding freeway mainlines), within: (1) The transportation service area, as defined by the Snohomish county transportation needs report, in which a development is located, except that instead an adjacent transportation service area may apply if determined by the director [of Snohomish county department of public works] to be more appropriate where a development has a greater impact on public roads in an adjacent transportation service area than in the transportation service area in which the development is located; or (2) The area of another county which is adjacent to the transportation service area in which the development is located.

For most developments, determination and mitigation of impacts on the road system of the development as defined in SCC 26B.51.100, in accordance with this agreement, will satisfy the requirements of SEPA for mitigation of development impacts on state highways, recognizing that particular development circumstances may require variation due to

development type, location, and proximity to Transportation Service Area boundaries, and other direct, indirect or cumulative impacts.

Sections 5.1 through 5.9 below define the traffic analysis and mitigation requirements of this AGREEMENT. Section 5.1 defines the traffic analysis requirements for developments. Traffic analysis is used to determine a developments impacts and possible mitigation measures. Following the traffic analysis, the STATE may request proportionate share impact mitigation (Section 5.2), mitigation for impacts on level-of-service (Section 5.3), ~~or and/or mitigation for impacts on~~ safety (Section 5.3). As mitigation for level-of-service ~~or and/or~~ safety impacts, the STATE may request installation of traffic signals (Section 5.4) ~~or and/or~~ channelization improvements (Section 5.5). Sections 5.6 through 5.9 apply only to developments located adjacent to STATE highways. For developments located adjacent to a STATE highway, the STATE may request frontage improvements (Section 5.6) and/ or transfer of right-of-way (Section 5.7)....

3. Section 5.2(f) is amended as follows:

~~The list of STATE projects identified in Exhibit C shall not include any projects inside an incorporated city unless that city also has an interlocal agreement with the STATE that has equivalent requirements for proportionate share mitigation for capacity impacts.~~

The list of STATE projects identified in Exhibit C may include project(s) partially or totally within an incorporated city. An applicant for a development within the COUNTY choosing to mitigate proportionate share impacts pursuant to Section 5.2 of this AGREEMENT will be required to include project(s) listed in Exhibit C that are partially or totally within an incorporated city only if all of the following conditions are met:

- i) Mitigation is required under this AGREEMENT to address adverse impacts to the STATE project caused by the development;
- ii) The city in which the applicable project listed in Exhibit C is located is collecting proportionate share payments from applicants for development within the city that will create impacts on STATE projects listed in Exhibit C, including both projects inside the incorporated city and projects in the unincorporated COUNTY that are within the TSA in which the city is located;
- iii) The city is transmitting those proportionate share payments to the STATE; and
- iv) The STATE has provided the COUNTY with documentation verifying that the city is collecting and transmitting such payments to the STATE.

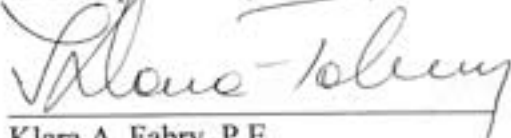
4. A new section 5.10(b)(x) is added to read:

The construction of a specific improvement on a STATE highway and the determination of construction reimbursement credits for that improvement should be the subject to an agreement between the STATE and the Developer. If the value of the improvements constructed are greater than the eligible reimbursement credits, the STATE agrees that the Developer may receive additional construction reimbursement credits for the specific improvement under the following conditions: 1) prior to the termination of the STATE/Developer agreement, the Developer has obtained vesting of a new development(s) within the same Transportation Service Area that will create traffic impacts in the same improvement location; and 2) the STATE/Developer agreement is amended to reflect award of such credits.

5. The current Exhibit C is deleted and replaced with a new Exhibit C attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have signed this Amendment, effective on the signing below by the authorized representatives of WSDOT and Snohomish County.

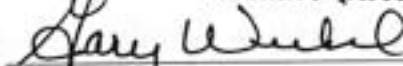
Washington State Department  
of Transportation (WSDOT)



Klara A. Fabry, P.E.  
Snohomish Area Administrator, WSDOT  
Dated this 13<sup>th</sup> day of April, 2000.

Snohomish County

GARY WEIKEL  
Executive Director



for Robert J. Drewel  
Snohomish County Executive  
Dated this 12<sup>th</sup> day of April, 2000.

Approved as to form:



Bryce E. Brown  
Assistant Attorney General for the  
WSDOT

Approved as to form:



Barbara Dykes  
Deputy Prosecuting Attorney Civil Division

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