

After Recording Return to

Barbara Sikorski, Asst. Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201



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P.0018 RECORDED County

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Filed with the Auditor pursuant to RCW 39 34 040	
Documents Title	

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

**GENERAL RECITALS**

**1. PARTIES**

This interlocal agreement (hereinafter "AGREEMENT") is made by and between the City of Sultan (hereinafter referred to as the "CITY"), a Washington Municipal Corporation, and Snohomish County (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Washington, pursuant to Chapter 36 70A RCW (the Growth Management Act), Chapter 36 115 RCW (the Governmental Services Act), and Chapter 39 34 RCW (the 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
- 2 2 This AGREEMENT applies to all annexations that become effective after the effective date of this AGEEMENT
- 2 3 The City of Sultan's 1994 Growth Management Act (GMA) Comprehensive Plan, as now existing or hereafter amended, identifies Sultan's urban growth area, which the CITY may annex in the future (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 may be negotiated after the effective date of this agreement and 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 is consistent with this AGREEMENT and that preparation of an addendum pursuant to Section 13 of this Agreement is completed or not necessary, the COUNTY will not oppose the annexation and will send a letter to the Boundary Review Board in support of annexations within the SUGA during the term of this AGREEMENT.
- 2.6 The CITY and COUNTY wish to establish a generalized, framework interlocal agreement to implement urban development standards within SUGA prior to annexation for the planning and funding of capital facilities in the unincorporated portion of the UGA and to enable consistent responses to future annexations.
- 2.7 The CITY and COUNTY both acknowledge that, in fulfilling responsibilities under this AGREEMENT that would otherwise under law be the responsibility of the other jurisdiction, each party acts as the agent of the other party.
- 2.8 The CITY and COUNTY share a commitment to ensure that infrastructure will be in place within the unincorporated UGA to serve development as it is ready for occupancy and use without decreasing service levels below locally established minimum standards and which is within funding capacities of the CITY and COUNTY.
- 2.9 Mitigation funds for roads (e.g., GMA impact fees and road-related State Environmental Policy Act (SEPA) capacity mitigation payments) or parks (e.g., parks mitigation payments and park or open-space-related SEPA mitigation payments) previously collected by the COUNTY from property within the annexation area which, as of the effective date of an annexation, are committed within the annexation area or unbudgeted, will be transferred to the CITY. Mitigation funds for roads will be transferred to the CITY upon resolution of the issues relating to the legal authority and control over the road right-of-way and maintenance of the same.
- 2.10 To the extent of amounts transferred, the CITY agrees to assume all responsibility and liability for reimbursement of any mitigation amounts for roads or parks transferred to the CITY, with any required interest, if the funds are not expended or encumbered within the time required by law.
- 2.11 The CITY and COUNTY recognize the need for joint planning to establish the 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 legal control and

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maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation. Joint planning issues include planning, design, funding ROW acquisition, construction, and engineering for road projects, regional transportation plans and infrastructure coordination; watershed management planning, capital construction and related services, and parks, recreation and open space.

- 2.12 The CITY agrees to adopt the COUNTY's regulations listed in Exhibit B by reference for the purpose of allowing the COUNTY to process and complete permits and fire inspections for pending development applications filed with the County in annexed areas. Adoption of the COUNTY's regulations in no way effects projects applied for under the CITY's jurisdiction.

## **ANNEXATION RELATED ISSUES**

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

Purpose To ensure land use requirements under GMA and the County's land use regulations 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 zoning for the annexation areas that will accommodate within its jurisdiction the population and employment allocation assigned by Snohomish County under GMA for the subject area.
- 3.2 Pre-zoning The CITY agrees to pre-zone, by any method authorized by Chapter 35.13 RCW or Chapter 35A.14 RCW, as now existing or hereafter amended, a proposed annexation area prior to or at the time that it accepts an annexation petitioner (i.e., the sixty-percent petition to annex).
- 3.3 Imposition of City Standards The COUNTY, to the extent practicable, agrees to encourage development applicants within the SUGA 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 land use permit applications could be changed to make them consistent with CITY standards. When approval of the development is contingent upon extension of sewer or water services provided by the CITY, the COUNTY agrees to impose conditions voluntarily negotiated between the developer and the CITY as a condition of a sewer and water 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 COUNTY would impose under COUNTY regulations, if the applicant voluntarily agrees.

in writing to the same

#### 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 SUGA, as defined in Section 4.4 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 SUGA that are subject to SEPA will be reviewed under the terms of the "*Interlocal Agreement Between Snohomish County and the City of Sultan on Reciprocal Mitigation of Transportation Impacts,*" the provisions of SEPA, and any other interlocal agreements relating to interjurisdictional coordination. Any COUNTY development within the SUGA may also be required to provide improvements, dedicate or deed rights-of-way, and meet road standards consistent with minimum unincorporated UGA infrastructure standards, when adopted by the COUNTY
- 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 Building permits definitions For the purposes of this AGREEMENT, the following definitions apply. "building permits" are 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 to complete processing of building permit applications that were deemed complete prior to the effective date of the annexation, subject to the limitations in Sections 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

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legislative approval by the Sultan City Council is required, the COUNTY will provide appropriate staff for the City Council's meeting, if deemed necessary by the CITY  
Permit renewals will be governed by Section 4 6 below

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 following annexation in areas that have been annexed. The COUNTY agrees to continue processing building permit applications pursuant to Section 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 The CITY may at any time request the COUNTY to transfer pending building permit applications upon receipt of a written request by the permit applicant. 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.

#### 4.5 Land use permits

4 5 1 Land use permits definitions For the purposes of this AGREEMENT "land use permits" are 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 Completion of land use permits The CITY and COUNTY agree to review the pending land use permits within the annexation area and to execute a detailed agreement covering the transfer of the pending land use permits in the annexation area before the effective date of the annexation.

- 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 rights-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 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 to the COUNTY of land use permits issued by the COUNTY in the annexed area.
- 4.6 Permit renewal or extension. Any request to renew a building permit or to renew or extend a land use permit issued by the COUNTY in the annexation area will 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 to the CITY a proportionate share of the application fee collected, 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. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY if necessary to prosecute transferred cases.
- 4.9 Enforcement of County conditions Unless the building or land use permit is modified or altered in accordance with the provisions of law, 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. 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

- 5.1 Transfer of COUNTY records will be subject to an interlocal agreement between the CITY and the COUNTY, entitled "Interlocal Agreement Between the City of Sultan 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 that 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. 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, instead of seeking reimbursement after construction.
- 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 SUGA. 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.
- 6.3 Continued planning, design, funding, construction, and services for active and future capital projects. Shared responsibilities for local capital projects and local share of regional capital facilities within the SUGA and continued COUNTY services relating to the planning, design, funding, property acquisition, construction, and engineering for local capital projects within an annexation area will be addressed by separate interlocal agreement(s) for specific projects. 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 will be documented as part of an annexation addendum under Section 13.1 of this

## AGREEMENT

6.4. Capital facilities finance agreements At a minimum, project-specific interlocal agreements for major new local capital facility projects and local share of regional capital facilities within the SUGA will address future revenue adjustments necessary to maintain any existing capital facility financing mechanisms. These agreements may include transfers of future revenues from the CITY to the COUNTY, proportionate share reimbursements from the CITY to the COUNTY, and/or CITY assumption of COUNTY debt service responsibility for loans or other financing mechanisms for new local capital projects and 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, latecomers 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 SUGA. 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.

## 7. ESSENTIAL PUBLIC FACILITIES

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

7.1. Essential Public Facilities Siting Process If the CITY has not already signed the *Interlocal Agreement to Implement Common Siting Process for Essential Public Facilities*, the COUNTY and CITY agree to review any proposed annexation and consider whether that interlocal should be adopted or some provisions for implementation of siting of essential public facilities should be included in an annexation addendum under Section 13 of this AGREEMENT.

## 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 road right-of-ways 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 responsibility. 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. In addition to the provisions of Section 6, relating to County Capital Facilities Investment Within the SUGA, the CITY and COUNTY agree to consider the continuation of existing taxes, fees, rates, charges, or other programs and provide for monetary adjustments where appropriate.

8.3.1 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 Sultan on Reciprocal Mitigation of Transportation Impacts," which will be adopted at or 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.

8.3.2 Transfer of uncommitted proportionate share mitigation payments The COUNTY collects proportionate share mitigation payments (e.g.; GMA impact fees and road-related State Environmental Policy Act (SEPA) capacity mitigation payments) as a condition of land development permits pursuant to Title 26B SCC for roads on the impact fee cost basis. Where the annexation area includes system improvement(s) for which mitigation payments have been collected and which remain programmed for improvement(s), the COUNTY will transfer these payments to the CITY for the improvements.

8.4 Joint transportation planning

8.4.1 Circulation planning and implementation The reciprocal traffic impact mitigation agreement referenced in Section 8.4.1 will address access and circulation provisions by

new developments. Implementing the reciprocal traffic agreement is necessary to provide safe and convenient access and circulation for the occupants and users of the new developments and to mitigate impacts of new developments on access and network circulation. Criteria related to access and circulation issues may be included in the set of common design and development standards to be developed under a multi-jurisdictional process. Where appropriate, circulation planning and implementation of development standards and policies will include pedestrian and other non-motorized transportation facilities.

8.4.2 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.

8.4.3 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.

8.5 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 drainage facilities and to cooperate on future planning, construction and 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 transfer 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 will be assigned for these improvements.

9 2. Taxes, fees, rates, charges, and other monetary adjustments The CITY recognizes that fees are collected by the COUNTY for unincorporated areas within designated Watershed Management Areas (WMAs) and/or the Clean Water District (CWD) Watershed management fees 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 will continue to collect and apply the fees, pursuant to Chapter 25 20 SCC, collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget The services to be performed by the County 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 fee payers in the COUNTY

9 3 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 County Park Department 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 County's Parks and Recreation Park Plan

- The park has a special historic, environmental or cultural value associated with the Snohomish County Department of Parks and Recreation and to the citizens of Snohomish County,
- 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 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 and would be better included in the COUNTY's regional park network

10.3 Taxes, fees, rates, charges, and other monetary adjustments Funds for park mitigation payments and park or open space related SEPA mitigation payments are collected by the approving jurisdiction as a condition of land development permit approval pursuant to Title 26A SCC. The portion of the mitigation payments for regional parks and open space will be disbursed to the COUNTY. The portion of the mitigation payments for local parks within the annexation area will be disbursed to the CITY

## 11. POLICE SERVICES

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

11.1 As necessary, the CITY and COUNTY agree to discuss the needs for contracting or 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. The County Sheriff's Department, upon request by the CITY, 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 annual fire inspections The COUNTY agrees to process and complete fire inspections in an annexed area that were scheduled before the effective date of annexation that were to occur within four months following the effective date of the annexation

12.2 Fire code enforcement cases The COUNTY will complete any pending fire code enforcement cases within the annexation area until final disposition of the case

## MISCELLANEOUS PROVISIONS

### 13. ADDENDA AND AMENDMENTS

13.1 Addendum for 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 that 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 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 and attachments, the CITY and COUNTY mutually agree to honor all existing mitigation agreements, interlocal agreements, appropriate interjurisdictional studies, and agreed upon standards affecting an annexation area 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 or federal laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties will comply with the requirements of the Open Public Meetings 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 herein. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decisionmaking 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 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 volunteers, each party's liability.

hereunder shall only be 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 mitigation measures imposed at the City's request and/or arising out of RCW 82.02.020 or RCW 82.02.070

**20. SEVERABILITY**

If any provision of this ordinance 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 Section 18 of this

AGREEMENT, subject to renegotiation under those new funding limitations and conditions

**26. CONTACTS FOR AGREEMENT**

The contact persons for this AGREEMENT are

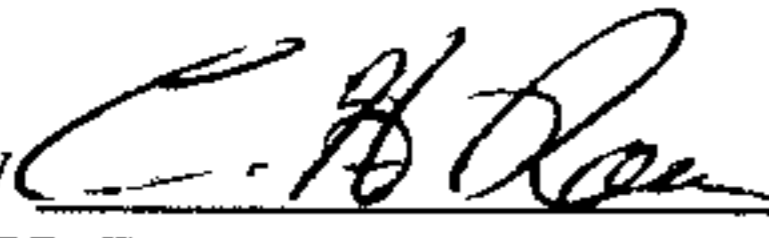
Laura Koenig, City Clerk  
City of Sultan  
Planning Department  
PO Box 1199  
Sultan, WA 98294  
(360) 793-3344


Richard Craig, Senior Planner  
Snohomish County  
Department of 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 date indicated below

CITY OF Sultan

SNOHOMISH COUNTY

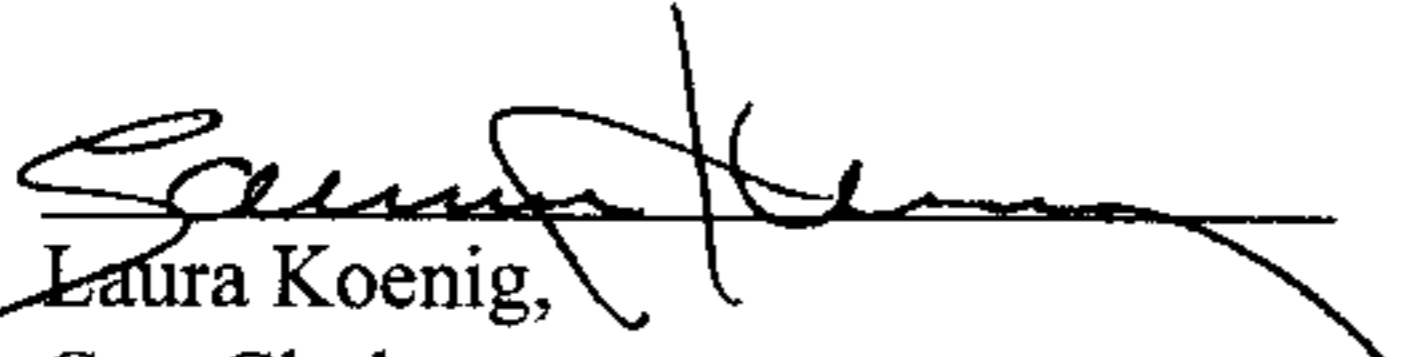
By   
C H. Rowe, Mayor

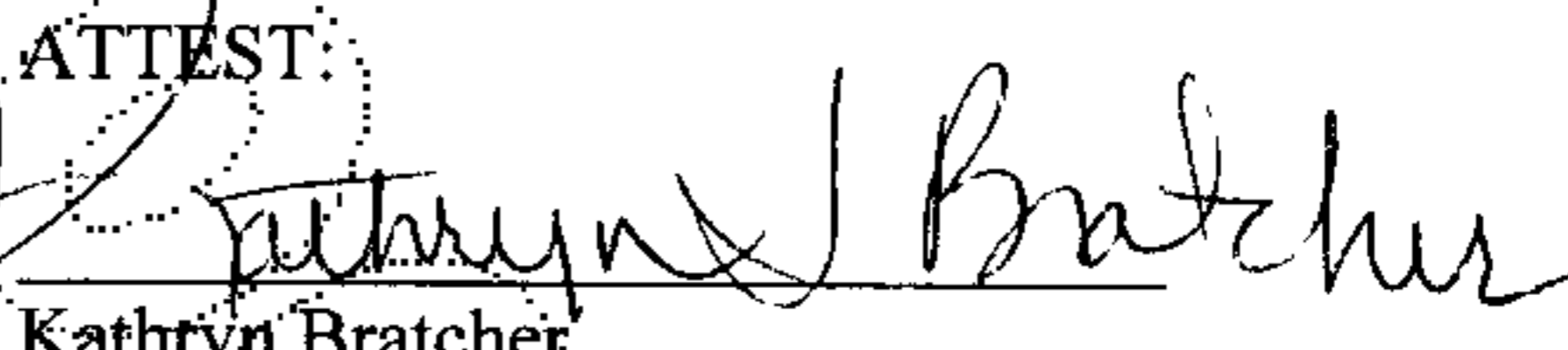
By   
Robert J. Drewel, County Executive  
STEPHEN L. HOLT  
Executive Director

Date 11-21-01

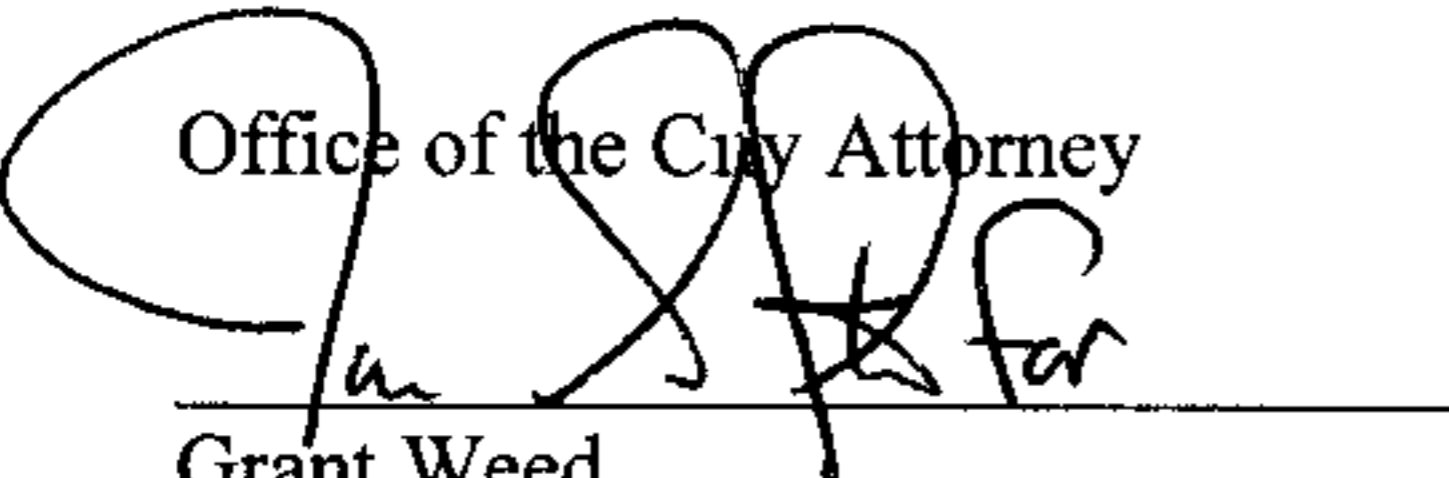
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ATTEST:

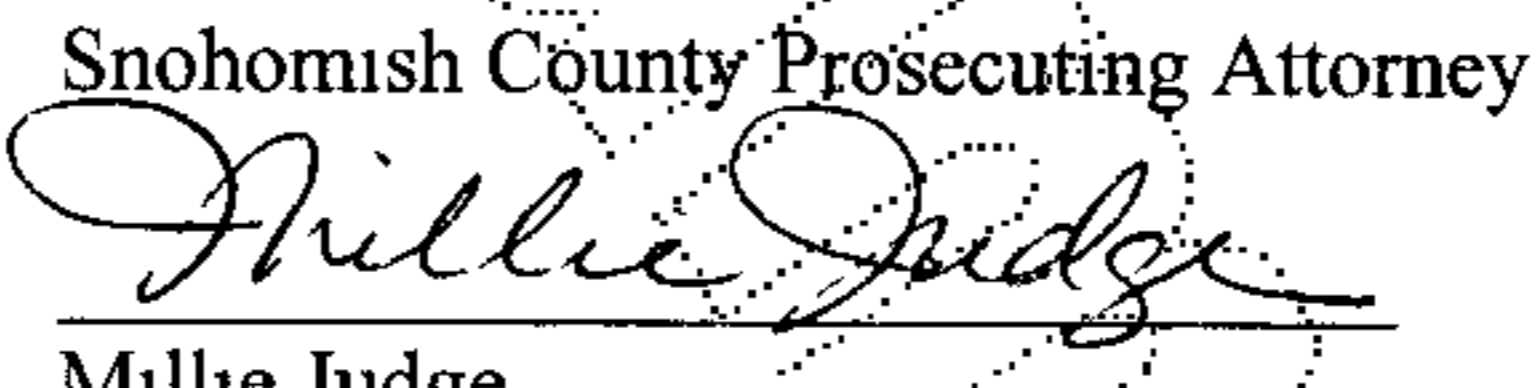
  
Laura Koenig,  
City Clerk

ATTEST:  
  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form

Office of the City Attorney  
  
Grant Weed  
Attorney for the City of Sultan

Approved as to form:

Snohomish County Prosecuting Attorney  
  
Millie Judge  
Deputy Prosecuting Attorney  
for Snohomish County

**200201080483**



**EXHIBIT A – Sultan’s GMA Comprehensive Plan Urban Growth Area Map**

UNOFFICIAL DRAFT

**200201080483**

## 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 Title 16, entitled FIRE CODE, Chapter 16 04
- C SCC Title 17, entitled BUILDINGS, Chapters 17, 17 04, 17 16, 17 18, and 17 40
- D SCC Title 18, entitled ZONING CODE
- E SCC Title 19, entitled SUBDIVISION CODE
- F SCC Title 19A, entitled BINDING SITE PLAN
- G SCC Title 20, entitled SHORT SUBDIVISION CODE
- H SCC Title 21, entitled SHORELINE MANAGEMENT PERMITS FOR DEVELOPMENT
- I SCC Title 23, entitled ENVIRONMENTAL POLICY
- J SCC Title 24, entitled DRAINAGE
- K SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- L SCC Title 26A, entitled PARKS MITIGATION
- M SCC Title 26B, entitled TRAFFIC MITIGATION
- N SCC Title 26C, entitled SCHOOLS MITIGATION
- O SCC Title 27, entitled FLOOD HAZARD
- P Ordinance 93-036, entitled SHORELINE MASTER PROGRAM
- Q SCC Chapter 32 10, Critical Areas Regulations
- R SCC Chapter 32 11, Interim Ground Water Protection Regulations
- S SCC Chapter 32 50, Permit Processing

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