

**TOWN OF WOODWAY**

**RESOLUTION NO. 14-372**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODWAY, WASHINGTON, DECLARING ITS INTENT TO INITIATE NEGOTIATIONS WITH SNOHOMISH COUNTY ON A MASTER ANNEXATION INTERLOCAL AGREEMENT.**

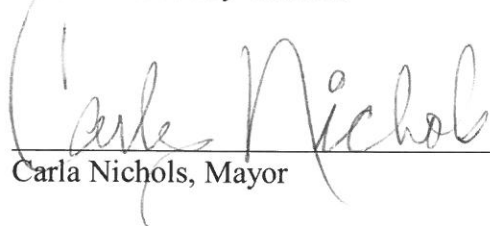
**WHEREAS**, the Town Council of the Town of Woodway desire to facilitate the orderly transition of services upon any future annexation by the Town of the Town's Municipal Urban Growth Area ("MUGA").

NOW, THEREFORE, the Town Council of the Town of Woodway does hereby resolve as follows:

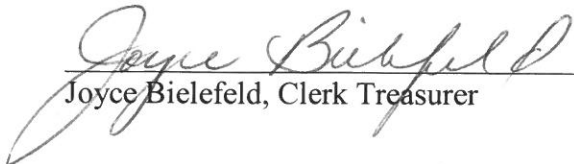
Section 1. The Town Council of the Town of Woodway declares the Town's intent develop with Snohomish County an interlocal agreement concerning future annexation(s) by the Town within its Municipal Urban Growth Area.

Section 2. The Town Council of the Town of Woodway hereby authorizes and directs the Mayor to negotiate a master interlocal annexation agreement with Snohomish County consistent with the draft agreement attached hereto as Exhibit A.

PASSED this 7<sup>th</sup> day of April, 2014 by the Town of Woodway Council.

  
\_\_\_\_\_  
Carla Nichols, Mayor

ATTEST:

  
\_\_\_\_\_  
Joyce Bielefeld, Clerk Treasurer

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF WOODWAY AND SNOHOMISH COUNTY  
CONCERNING THE FUTURE ANNEXATION OF THE  
WOODWAY MUNICIPAL URBAN GROWTH AREA**

**1. PARTIES**

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the Town of Woodway (“Town”), a Washington municipal corporation, and Snohomish County (“County”), a political subdivision of the State of Washington, collectively referred to as the “Parties,” pursuant to Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

**2. PURPOSE, INTENT AND APPLICABILITY**

- 2.1 Purpose. The purpose of this Agreement is to facilitate an orderly transition of services upon an annexation by the Town within the Town’s Municipal Urban Growth Area (MUGA) pursuant to RCW 35A.14 (Annexation), and to set forth the terms of the Parties’ agreement related to such an Annexation. Map 3 of the Snohomish County Countywide Planning Policies identifies the Woodway MUGA in the Southwest Snohomish County MUGA Boundaries Map. The area that could be annexed by the Town (Annexation Area) includes all or part of the Woodway MUGA and is shown more clearly in Exhibit A hereto.
- 2.2 Snohomish County Tomorrow Annexation Principles. The County and the Town intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles; however, in the event of a conflict between such Principles and this Agreement, this Agreement shall prevail. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007.
- 2.3 Subsequent agreements and interpretations. The Town and County recognize that addenda, amendments or subsequent agreements on specific topical subjects relating to annexation and service transition may be executed, including an interlocal agreement pursuant to RCW 35A.14.460. In the event that any term or provision in this Agreement conflicts with any term or provision in any subsequent agreement, addendum or amendment, the term or provision in the subsequent agreement, addendum or amendment shall prevail unless specifically stated otherwise in this Agreement.

**3. GENERAL PROVISIONS**

3.1 Consistency of annexation. The Snohomish County Council finds that an Annexation by the Town of all or part of the Annexation Area would be consistent with this Agreement and the goals and objectives established in RCW 36.93.170 and 36.93.180, and that the health, safety and general welfare of Snohomish County citizens are not adversely affected by such Annexation. Accordingly, the County will not oppose an Annexation and, further, will send a letter to the Boundary Review Board in support of such an Annexation. The Snohomish County Council further finds that an annexation within the Town's MUGA by a municipality other than the Town without the Town's prior written consent would be inconsistent with this Agreement and the goals and objectives established in RCW 36.93.170 and 36.93.180, and that the health, safety and general welfare of Snohomish County citizens will be adversely affected by such annexation. Accordingly, the County will oppose such an annexation, and the County will send a letter to the Boundary Review Board in opposition to such an annexation.

3.2 Town to adopt County codes and ordinances. The Town agrees to adopt by reference the County codes and ordinances listed in Exhibit B of this Agreement solely for the purpose of processing and completing of previously filed permits and fire inspections in annexed areas. Adoption of the County's codes by the Town in no way affects projects applied for under the Town's jurisdiction. The County shall be responsible for providing copies of all the codes and ordinances listed in Exhibit B of this Agreement, in addition to all the updates thereto, to the Woodway Town Clerk, so that the Town may maintain compliance with RCW 35A.12.140.

3.3 Town and County responsibilities. Within their own jurisdictions, the County and the Town each have responsibility and authority derived from the Washington State Constitution, state statutes, and any local charter to plan for and regulate uses of land and resultant environmental impacts.

3.4 Intergovernmental cooperation for extra-jurisdictional impacts. The Town and the County recognize that land use decisions and transportation planning can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.

#### **4. GROWTH MANAGEMENT ACT ("GMA") AND LAND USE**

4.1 Urban density requirements. Except as may be otherwise provided by law, the Town agrees to adopt land use designations and zones for the annexation areas that will accommodate within its jurisdiction the population and employment allocation assigned by the County under the GMA for the Annexation Area as established in Appendix D of the Countywide Planning Policies for Snohomish County. Nothing in this Subsection 4.1 shall be deemed as a waiver of the Town's right to appeal the assignment of such population and employment allocation under the GMA.

4.2 Imposition of Town standards. The County agrees to encourage land use development

project permit applicants within the Annexation Area to design projects consistent with the Town's urban design and development standards; however, the Town agrees that the County can require only that an applicant comply with the County's development regulations. The Town agrees to review land use permit applications and may make written recommendations to the County on how proposed new land use permit applications could be made consistent with Town standards. When approval of a development project permit is contingent upon extension of water or sewer service provided by the Town, the County agrees to impose only those conditions related to the provision of such service voluntarily negotiated between the property owner or developer and the Town as a condition of a water or sewer contract between the property owner or developer and the Town, provided that the conditions meet minimum County development standards and mitigation conditions. The Town agrees that the County can only impose standards and conditions in addition to those that the County would impose under County codes, if the applicant agrees in writing.

- 4.3 Joint review of permit applications. The Town and County recognize that it is in the best interest of both jurisdictions to engage in the shared review of County permit applications within the Annexation Area. The Town and County agree to consider a potential subsequent agreement relating to shared permit review.

## 5. PROCESSING OF PERMITS IN THE WOODWAY MUGA

- 5.1 Definitions. For the purposes of this Agreement, the following definitions apply:

“Building permit application” shall mean an application for 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 permit application” shall mean an application for mechanical, electrical, plumbing and/or sign permit for a structure authorized pursuant to a building permit.

“Land use permit application” shall mean an application for any land use or development permit or approval and shall include, by way of example and not by way of limitation, any of the following: subdivisions, planned residential developments, short subdivisions, binding site plans, single family detached units, conditional uses, special uses, rezones, shoreline substantial development permits, grading or land disturbing activity permits and variances. A “land use permit application” shall not include a “building permit application” except for non-single family building permits for structures greater than 4,000 square feet in size.

“Pending permit applications” shall mean all building permit applications, associated permit applications and land use permit applications respecting real property located in an annexation area that are either (i) still under review by the County on the effective date of the annexation, or (ii) for which a decision has been issued but an administrative appeal is pending on the effective date of the annexation.

“Permit review phase” shall mean a discrete stage of or discrete activity performed during a jurisdiction's review of a pending permit application that has a logical starting and stopping point. By way of example, and not by way of limitation, applications for

subdivisions and short subdivisions are deemed to have the following permit review phases: (i) preliminary plat approval; (ii) plat construction plan approval; (iii) revision, alteration or modification of a preliminary plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final plat approval and acceptance. When it is not clear which activities related to the review of a particular pending permit application constitute a distinct permit review phase, the County and the Town shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

- 5.2 Town consultation on County land use permit applications. After the effective date of this Agreement and prior to the effective date of an Annexation, the County agrees to give the Town timely written notice and review opportunity related to all land use permit applications inside the Annexation Area, as defined in Subsection 5.1 of this Agreement. The County will invite Town staff to attend meetings between County staff and the applicant relating to such permit applications, including pre-application meetings.
- 5.3 Review of County land use permit applications. All land use permit applications under County jurisdiction in the Annexation Area will be reviewed consistent with all applicable laws, regulations, rules, policies and agreements including, but not limited to, the applicable provisions of this Agreement, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.
- 5.4 Permits issued by County prior to effective date of annexation. All vested building permits, associated permits and land use permits respecting real property located in the Annexation Area that have been approved by the County prior to the effective date of an Annexation shall remain subject to the laws and regulations of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding any subsequent Annexation. Any administrative appeals of such decisions that are filed after the effective date of an Annexation shall be filed with the Town and handled by the Town pursuant to the Town's municipal code.
- 5.5 Enforcement of County conditions. Any conditions imposed by the County relating to the issuance or approval of any of the permits described in Subsection 5.4 above shall be enforced by the Town after the effective date of an Annexation to the same extent the Town enforces its own permit conditions. The County agrees to make its employees available, at no cost to the Town, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.
- 5.6 Automatic transfer of authority regarding permits. The County and the Town understand and agree that the police power with respect to real property located in the Annexation Area automatically transfers from the County to the Town on the effective date of an Annexation. The parties understand and agree that it is the police power that provides local jurisdictions with the authority to impose and implement building and

land use regulations. Accordingly, the parties understand and agree that, as a matter of law, all responsibility for and authority over pending permit applications automatically transfers from the County to the Town on the effective date of an Annexation.

- 5.7 Completing the active phase of review. The County and the Town agree that, to facilitate an orderly transfer of pending permit applications to the Town after the effective date of an Annexation, it may be desirable for the County to continue processing all pending permit applications through the completion of the permit review phase that was in progress on the effective date of an Annexation. Accordingly, the County agrees, upon the Town's request, to continue processing permit applications in the Annexation Area for which complete applications were filed prior to the effective date of the Annexation.
- 5.8 Proportionate sharing of permit application fees. The County and the Town agree to proportionately share the permit application fees for pending permit applications. Proportionate shares will be calculated based on the County's permitting fee schedule. With respect to each pending permit application, the County shall retain that portion of the permit application fees that is allocable to the phases of review completed by the County prior to the effective date of an Annexation.
- 5.9 Dedications or conveyances of real property. The Town and the County acknowledge and agree that after the effective date of an Annexation, the County Council will have no authority to accept dedications or other conveyances of real property to the public with respect to real property located in the area that has been annexed by the Town. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 5, after the effective date of an Annexation, the approval and acceptance of final plats or other instruments or documents dedicating or conveying to the public an interest in real property located in the annexed area will be transmitted to the Town for acceptance by the Town Council.
- 5.10 Judicial appeals of permit decisions. The County shall be responsible for defending, at no cost to the Town, any judicial appeals of decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in an annexation area that were made or issued by the County prior to the effective date of an Annexation. The Town shall be responsible for defending, at no cost to the County, any judicial appeals of decisions regarding building permit applications, associated permit applications and/or land use permit applications respecting real property located in the Annexation Area that are made or issued after the effective date of an Annexation, regardless of whether such decisions are made or issued by Town personnel or by the County in its capacity as an agent for the Town pursuant to Subsection 5.7 of this Agreement.
- 5.11 Permit renewal or extension. After the effective date of an Annexation, any request or application to renew or extend a building permit, an associated permit or a land use

permit respecting real property located in the annexed area shall be submitted to and processed by the Town, regardless of whether such permit was originally issued by the County or the Town.

5.12 Administration of bonds. The County's interest in any outstanding performance security, maintenance security or other bond or security device issued or provided to the County to guarantee the performance, maintenance or completion by a permittee of work authorized by or associated with a permit respecting real property located in the Annexation Area will be assigned or otherwise transferred to the Town upon the effective date of an Annexation, if such assignment or transfer is reasonably feasible. If it is not reasonably feasible for the County to transfer any outstanding bond or security device to the Town, whether due to the terms of the bond or security device at issue or for some other reason, then the County shall continue to administer the bond or security device until the earlier to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed; (ii) the Town has been provided with an acceptable substitute bond or security device; or (iii) the bond or security device has been foreclosed. For bonds and security devices that the County continues to administer after the effective date of an Annexation, the Town shall notify the County when either the work guaranteed by the bond or security device is completed, or when the Town is provided with an acceptable substitute bond or security device, at which time the County shall release the original bond or security device. Should it become necessary to foreclose any bond or security device the County continues to administer after the effective date of an Annexation, the County and the Town shall cooperate to perform such foreclosure.

5.13 Building and land use code enforcement cases. Any pending building or land use code enforcement cases respecting real property located in the Annexation Area will be transferred to the Town on the effective date of an Annexation. Any further action in those cases will be the responsibility of the Town at the Town's discretion. The County agrees to make its employees available as witnesses at no cost to the Town if necessary to prosecute transferred code enforcement cases. Upon request, the County agrees to provide the Town with copies of any files and records related to any transferred case.

## **6. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION**

6.1 Records to be transferred. Prior to and following an Annexation, and upon the Town's request in writing, copies of County records relevant to jurisdiction, the provision of government services and permitting within the Annexation Area may be copied and transferred to the Town in accordance with the procedure identified in Subsection 6.2 of this Agreement. Said records shall include, but are not limited to, the following records from the Snohomish County Department of Public Works, the Snohomish County Department of Planning and Development Services, and the Business Licensing Department of the Snohomish County Auditor's office: all permit records and files, inspection reports and approved plans, GIS data and maps in both printed and

electronic versions, approved zoning files, code enforcement files, fire inspection records, easements, plats, databases for land use, drainage, street lights, streets, regulatory and animal license records, records relating to data on the location, size and condition of utilities, and any other records pertinent to the transfer of services, permitting and jurisdiction from the County to the Town. The County reserves the right to withhold confidential or privileged records. In such cases where the County opts to withhold such records, it shall provide the Town with a list identifying the records withheld and the basis for withholding each record.

- 6.2 Procedure for copying. The Town records staff shall discuss with the County records staff the types of records identified in Subsection 6.1 of this Agreement that are available for an annexed area, the format of the records, the number of records, and any additional information pertinent to a request of records. Following this discussion, the County shall provide the Town with a list of the available files or records in its custody. The Town shall select records from this list and request in writing their transfer from the County to the Town. The County shall have a reasonable time to collect, copy, and prepare for transfer of the requested records. All copying costs associated with this process shall be borne by the Town. When the copied records are available for transfer to the Town, the County shall notify the Town and the Town shall arrange for their delivery.
- 6.3 Electronic data. In the event that electronic data or files are requested by the Town, the Town shall be responsible for acquiring any software licenses that are necessary to use the transferred information.
- 6.4 Custody of records. The County shall retain permanent custody of all original records. No original records shall be transferred from the County to the Town. As the designated custodian of original records, the County shall be responsible for compliance with all legal requirements relating to their retention and destruction as set forth in Subsection 6.5 of this Agreement.
- 6.5 Records retention and destruction. The County agrees to retain and destroy all public records pursuant to this Agreement consistent with the applicable provisions of Chapter 40.14 RCW and the applicable rules and regulations of the Secretary of State, Division of Archives and Records Management.
- 6.6 Public records requests. Any requests for copying and inspection of public records shall be the responsibility of the party receiving the request. Requests by the public shall be processed in accordance with Chapter 42.56 RCW and other applicable law. The Town agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not mandated by law.

## **7. COUNTY CAPITAL FACILITIES**



- 7.1 Consultation regarding capital expenditures. The County will consult with the Town in planning for new local and regional capital construction projects within the Annexation Area. Interlocal agreements addressing shared responsibilities for capital projects within the Annexation Area shall be negotiated, where appropriate.
- 7.2 Continuation of latecomers cost recovery programs and other capital facility financing mechanisms. After annexation, the Town agrees to continue administering any non-protest agreements, latecomer's 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 Annexation Area. 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. If a fee is collected for administration of any of the programs or agreements described in this Subsection 7.2, the County agrees to transfer a proportionate share of the administration fee collected to the Town, commensurate with the amount of work left to be completed on the agreement. The proportionate share will be based on the County's fee schedule.

## **8. ROADS AND TRANSPORTATION**

- 8.1 Annexation of County road right-of-ways. As used in Section 8 of this Agreement, "County road" means "County road" as defined in RCW 36.75.010(6). The Town agrees to assume full ownership, legal control and maintenance responsibility for County roads and associated drainage facilities within the Annexation Area upon the effective date of annexation, unless otherwise mutually agreed in writing.
- 8.2 Reciprocal impact mitigation. The Town and County agree to mutually enforce each other's traffic mitigation ordinances and policies to address multi-jurisdictional impacts.
- 8.3 Transfer of road impact fees. The County collects road impact fees pursuant to Chapter 30.66B of the Snohomish County Code. Where the Annexation Area includes system improvements for which road impact fees have been collected and that remain programmed for improvements, the County will transfer all of these fees to the Town to construct the improvements.
- 8.4 Reimbursement for transportation-related capital facilities investment. There will be no reimbursement from the Town to the County for existing capital improvements. However, the County and the Town may agree to develop separate agreements for cost sharing for new capital improvement projects.

## **9. SURFACE WATER MANAGEMENT**

- 9.1 Legal control and maintenance responsibilities. If the Annexation Area includes surface

water management improvements or facilities (i) in which the County has an ownership interest, (ii) over or to which the County has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) with respect to which the County has maintenance responsibilities, all such rights and responsibilities shall be transferred to the Town by the end of the calendar year in which an Annexation becomes effective, except as otherwise negotiated between the Town and County in any subsequent agreements. The County agrees to provide a list of all such known surface water management improvements and facilities to the Town. 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 Town and County will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.

- 9.2 Taxes, fees, rates, charges and other monetary adjustments. The Town recognizes that service charges are collected by the County for unincorporated areas within designated Watershed Management Areas. Watershed management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of an Annexation, the Town hereby agrees that the County may continue to collect and, pursuant to Chapter 25.20 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which an Annexation occurs to the provision of watershed management services designated in that year's budget. These services, which do not include servicing of drainage systems in road rights-of-way, will be provided through the calendar year in which an Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County.
- 9.3 Compliance with NPDES Municipal Stormwater Permit. The parties acknowledge that upon the effective date of an Annexation, the annexed area will become subject to the requirements of the Town's stormwater management, and will no longer be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit. The Town expressly acknowledges, understands and agrees that from and after the effective date of any Annexation (i) the Town shall be solely responsible for ensuring the Town's stormwater requirements are met with respect to the annexed area, and (ii) any stormwater management services the County continues to provide in the annexed area will not be designed or intended to ensure or guarantee compliance with the requirements of the Town's future NPDES Permit.
- 9.4 Access during remainder of calendar year in which annexation occurs. To ensure the County is able to promptly and efficiently perform surface water management services in the Annexation Area after the effective date of Annexation, the Town shall provide the County with reasonable access to all portions of the Annexation Area in which such services are to be performed. Reasonable access shall include, by way of example and

not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

## **10. PARKS, OPEN SPACE AND RECREATIONAL FACILITIES**

10.1 Local or community parks. If an Annexation includes parks, open space or recreational facilities that are listed in the Snohomish County Comprehensive Parks and Recreation Plan as a local or community park, the Town agrees to assume maintenance, operation and ownership responsibilities for the facility upon the effective date of an Annexation, except when, prior to annexation, the County declares its intention to retain ownership of the park, open space or recreational facility pursuant to Subsection 10.2 of this Agreement.

10.2 County retention of ownership. The County, in its own discretion and after consulting with the Town, will determine whether to retain ownership of a park, open space or recreational facility (collectively "facility") described in Subsection 10.1 of this Agreement based on consideration of the following criteria and consistent with the Snohomish County Comprehensive Parks and Recreation Plan:

- The facility has a special historic, environmental or cultural value to the citizens of Snohomish County, as determined by the Snohomish County Department of Parks and Recreation;
- There are efficiencies with the County's operation or maintenance of the facility;
- The County has made a substantial capital investment in the facility, including but not limited to the purchase of the facility property, the development of the facility, and the construction of the facility;
- There are specialized stewardship or maintenance issues associated with the facility that the County is best equipped to address;
- The facility generates revenue that is part of the larger County park operation budget;
- The facility serves as a regional park or is part of the County's trail system and should remain a part of the County's regional network; and
- Retaining ownership of the facility is consistent with the Snohomish County Tomorrow Annexation Principles.

10.3 Joint planning for parks, recreation and open space. The Town and County may, upon the effective date of this Agreement, establish an interlocal agreement for parks, open space and recreational facilities. Such an interlocal agreement shall be based upon the

Town and County's efforts to provide parks, recreational facilities and open space within the Annexation and the surrounding area. This agreement shall be consistent with the joint planning efforts of the Town and County under the Snohomish County Tomorrow Annexation Principles, establish the nature and type of facilities the jurisdictions have planned or anticipate for the area, identify ways to jointly provide these services, and identify transition of ownership and maintenance responsibilities as annexations occur. This effort will result in a mutual ongoing planning effort, joint capital improvement plans and reciprocal impact mitigation.

## **11. POLICE SERVICES**

As provided by law, at the effective date of an Annexation, police services responsibility will transfer to the Town. Upon request of the Town, the Snohomish County Sheriff's Office will provide detailed service and cost information for the Annexation Area.

## **12. CRIMINAL JUSTICE SERVICES**

All misdemeanor crimes that occur within the Annexation Area prior to the effective date of an Annexation will be considered misdemeanor crimes within the jurisdiction of Snohomish County for the purposes of determining financial responsibility for criminal justice system services, including but not limited to prosecution, court costs, jail fees and services, assigned counsel, jury and witness fees, and interpreter fees. After the effective date of an Annexation, the County shall continue, at its cost and expense, to prosecute such misdemeanor crimes to completion in accordance with the then-existing policies, guidelines and standards of the Snohomish County Prosecuting Attorney's Office. On and after the effective date of an Annexation, all misdemeanor crimes that occur in the Annexation Area will be considered crimes within the jurisdiction of the Town for purposes of determining financial responsibility for such criminal justice system services.

## **13. FIRE MARSHAL SERVICES**

- 13.1 County to complete certain annual fire inspections. The County agrees to process and complete only those fire inspections in the Annexation Area that were scheduled before the effective date of an Annexation and occur within four months following the effective date of an Annexation. All other inspections will be conducted by the Town.
- 13.2 County to complete certain fire code enforcement cases. The County will complete through final disposition any fire code enforcement cases within the Annexation Area pending at the effective date of an Annexation. After final disposition, any further action or enforcement will be at the discretion of the Town.

## **14. STATUS OF COUNTY EMPLOYEES**

Subject to Town civil service rules and state law, the Town agrees to consider the hiring of

County employees whose employment status is affected by the change in governance of the Annexation Area, where such County employees make application with the Town per the Town hiring process and meet the minimum qualifications for employment with the Town. The Town's consideration of hiring of affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400. The County shall in a timely manner provide the Town with a list of those employees expressing a desire to be considered for employment by the Town.

## **15. ADDENDA AND AMENDMENTS**

15.1 Amendments. The Town and County recognize that amendments to this Agreement may be necessary. An addendum or amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing. Any addendum or amendment to this Agreement shall be executed in the same manner as this Agreement.

15.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into interlocal agreements on issues not covered by, or in lieu of, the terms of this Agreement.

## **16. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

## **17. DISPUTE RESOLUTION**

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Town and County agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on an Annexation, if possible.

## **18. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

In the event a conflict exists between this Agreement and any agreement between the Town and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

## **19. RELATIONSHIP TO EXISTING LAWS AND STATUTES**

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The County and Town retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and Town do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

## **20. EFFECTIVE DATE, DURATION AND TERMINATION**

- 20.1 Effective Date. 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.
- 20.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the parties desire to continue the terms of the existing Agreement after the Agreement is set to expire, the parties may either negotiate a new agreement or extend this Agreement through the amendment process.
- 20.3 Termination. Either party may terminate this Agreement upon one hundred eighty (180) days advance written notice to the other party. Notwithstanding termination of this Agreement, the County and Town are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

## **21. INDEMNIFICATION AND LIABILITY**

- 21.1 Indemnification of County. The Town shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of the Town's performance of this Agreement, including claims by the Town's employees or third parties, except for those damages caused solely by the negligence of the County, its elected and appointed officials, officers, employees, volunteers or agents.
- 21.2 Indemnification of Town. The County shall protect, save harmless, indemnify, and defend at its own expense, the Town, its elected and appointed officials, officers, employees, volunteers and agents from any loss or claim for damages of any nature whatsoever arising out of 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 of the Town, its elected and appointed officials, officers, employees, volunteers or agents.
- 21.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the Town and the County, including claims

by the Town'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 Town, their officers, officials, employees and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.

21.4 Hold harmless. No liability shall be attached to the Town or the County by reason of entering into this Agreement except as expressly provided herein. The Town shall hold the County harmless and defend at its expense any legal challenges to the Town's requested mitigation or failure by the Town to comply with Chapter 82.02 RCW. The County shall hold the Town harmless and defend at its expense any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

## **22. SEVERABILITY**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

## **23. 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.

## **24. RECORDS**

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice. Public records will be retained and destroyed according to Subsection 6.5 of this Agreement.

## **25. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties concerning an annexation within the Annexation Area, except as set forth in Subsection 2.3 and Sections 15 and 18 of this Agreement.

## **26. 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.

**27. CONTINGENCY**

The obligations of the Town 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 Agreement, the Town or County may terminate the Agreement under Subsection 20.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

**28. FILING**

A copy of this Agreement shall be filed with the Woodway Town Clerk and recorded with the Snohomish County Auditor’s Office.

**29. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this Agreement are:

Mayor  
Town of Woodway  
Town Hall  
23920 113<sup>th</sup> Pl. W.  
Woodway, WA 98020  
(206) 542-4443

Director  
Snohomish County  
Department of Planning and Development Services  
3000 Rockefeller Avenue  
Everett, WA 98201  
(425) 388-3311

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

**THE TOWN:**

Town of Woodway, a Washington municipal corporation

By \_\_\_\_\_  
Name: Carla A. Nichols  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Joyce Bielefeld  
Town Clerk/Treasurer

Approved as to Form:

\_\_\_\_\_  
Town Attorney

**THE COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kathryn Bratcher  
Clerk of the County Council

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**Reviewed by Risk Management:**

APPROVED ( ) OTHER ( )

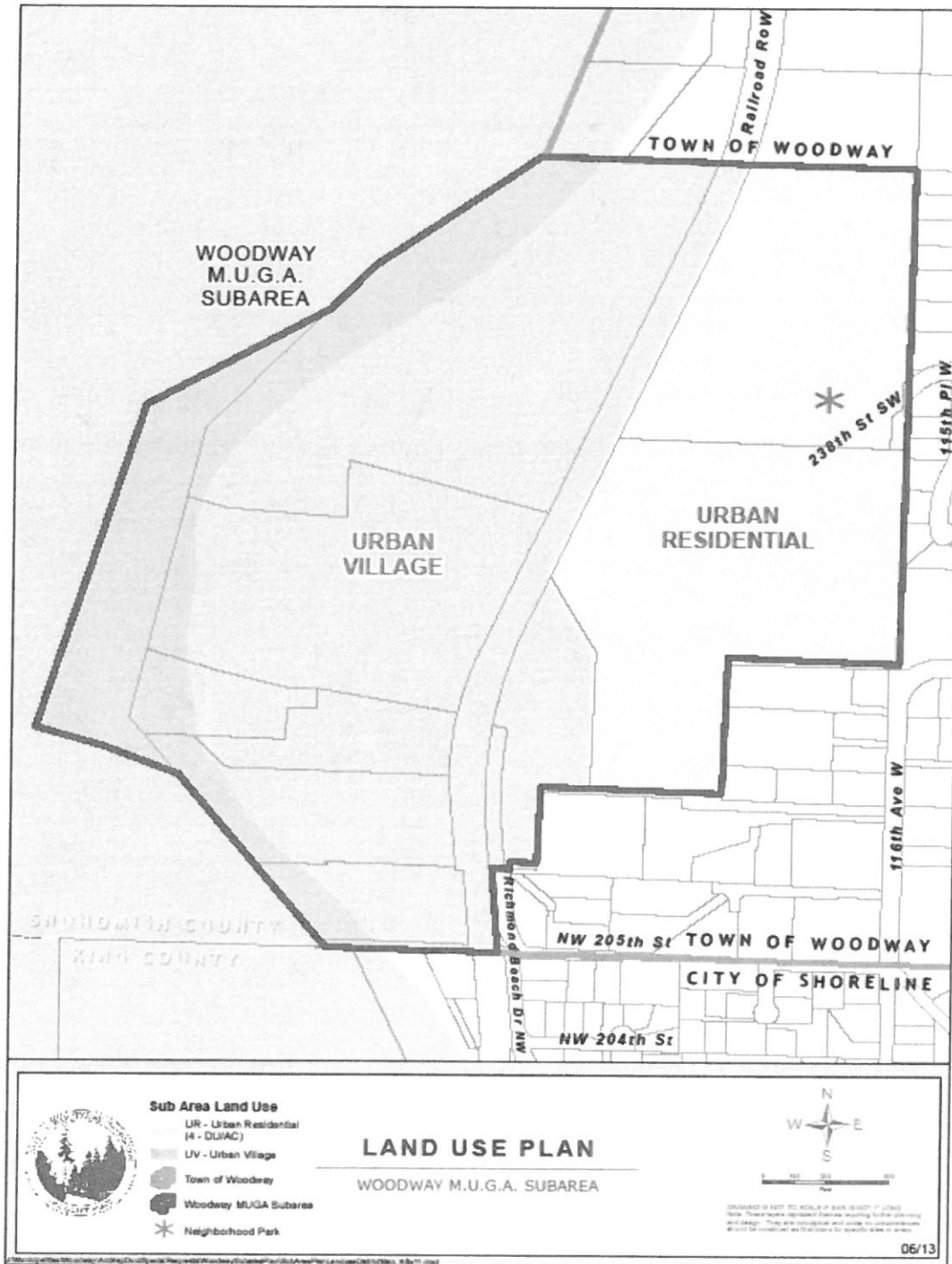
Explain.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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EXHIBIT A – WOODWAY MUNICIPAL URBAN GROWTH AREA MAP



## EXHIBIT B – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
  - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
  - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
  - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

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**EXHIBIT C – SNOHOMISH COUNTY CODE (“SCC”) PROVISIONS  
AND SNOHOMISH COUNTY ORDINANCES TO BE ADOPTED BY TOWN**

- A. The following portions of SCC Title 13, entitled ROADS AND BRIDGES: Chapters 13.01, 13.02, 13.05, 13.10 through 13.70, 13.95, 13.110 and 13.130
- B. SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- C. SCC Subtitle 30.2, entitled ZONING AND DEVELOPMENT STANDARDS
- D. SCC Chapter 30.41A, entitled SUBDIVISIONS
- E. SCC Chapter 30.41B, entitled SHORT SUBDIVISIONS
- F. SCC Chapter 30.42B, entitled PLANNED RESIDENTIAL DEVELOPMENTS
- G. SCC Chapter 30.41D, entitled BINDING SITE PLANS
- H. SCC Chapter 30.44, entitled SHORELINE MANAGEMENT
- I. SCC Chapter 30.51A, entitled DEVELOPMENT IN SEISMIC AREAS
- J. SCC Chapter 30.52A, entitled BUILDING CODE
- K. SCC Chapter 30.52B, entitled MECHANICAL CODE
- L. SCC Chapter 30.52C, entitled VENTILATION AND INDOOR AIR QUALITY CODE
- M. SCC Chapter 30.52D, entitled ENERGY CODE
- N. SCC Chapter 30.52E, entitled UNIFORM PLUMBING CODE
- O. SCC Chapter 30.52F, entitled RESIDENTIAL CODE
- P. SCC Chapter 30.52G, entitled AUTOMATIC SPRINKLER SYSTEMS
- Q. SCC Chapter 30.53A, entitled FIRE CODE
- R. SCC Subtitle 30.6, entitled ENVIRONMENTAL STANDARDS AND MITIGATION
- S. SCC Chapter 30.66A, entitled PARK AND RECREATION FACILITY IMPACT MITIGATION
- T. SCC Chapter 30.66B, entitled CONCURRENCY AND ROAD IMPACT MITIGATION
- U. SCC Chapter 30.66C, entitled SCHOOL IMPACT MITIGATION
- V. Ordinance 93-036, entitled SHORELINE MASTER PROGRAM, as amended

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