

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE LOCAL AGENECIES OF ARLINGTON, BRIER, BOTHELL,
DARRINGTON, EDMONDS, EVERETT, GOLD BAR, GRANITE FALLS,
INDEX, LAKE STEVENS, LYNNWOOD, MARYSVILLE, MILL CREEK,
MONROE, MOUNTLAKE TERRACE, MUKILTEO, SNOHOMISH,
STANWOOD, SULTAN, AND WOODWAY FOR THE PURPOSE OF
CREATING AN AWARD PROCESS FOR TAX REVENUES FROM
CHAPTERS 4.122 AND 4.126 SNOHOMISH COUNTY CODE**

This Affordable Housing and Behavioral Health Capital Facilities Interlocal Agreement (“Agreement”) is made and entered into by the Snohomish County, a political subdivision of the State of Washington (“County”), and the Local Agencies of Arlington, Brier, Bothell, Darrington, Edmonds, Everett, Gold Bar, Granite Falls, Index, Lake Stevens, Lynnwood, Marysville, Mill Creek, Monroe, Mountlake Terrace, Mukilteo, Snohomish, Stanwood, Sultan, and Woodway (collectively the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into cooperative agreements with one another to make the most efficient use of their respective resources; and

WHEREAS, the Washington State Legislature passed Substitute House Bill (SHB) 1406, which was signed into law as Chapter 338, Laws of 2019, and codified at RCW 82.14.540; and

WHEREAS, RCW 82.14.540 authorizes counties to impose a sales tax for acquisition, rehabilitation or construction of affordable housing or new units of affordable housing within an existing structure or facility providing supportive housing services; operating and maintenance costs for new affordable or supportive housing, rental assistance for tenants, and administration; and

WHEREAS, the Snohomish County Council passed Ordinance 19-0621 imposing a sales and use tax to provide for affordable housing and supportive housing, creating the affordable and supportive housing sales tax credit fund, and adding new chapter 4.122 to Snohomish County Code; and

WHEREAS, the Washington State Legislature in 2020 passed HB 2019, signed into law as Chapter 222 Laws of 2020, and codified at RCW 82.14.530; and

WHEREAS, the Washington State Legislature in 2021 amended RCW 82.14.530; and

WHEREAS, RCW 82.14.530 authorizes counties to impose a sales tax for acquisition and construction of affordable housing, which may include emergency, transitional and supportive housing, and new units of affordable housing within an existing structure, or acquiring and constructing behavioral health-related facilities or land acquisition for these purpose or funding

operations and maintenance cost of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers; and

WHEREAS, Snohomish County Council passed Ordinance 21-098, imposing a one-tenth of one percent sales tax for affordable housing and behavioral health and adding a new chapter 4.126 to Snohomish County Code; and

WHEREAS, on December 13, 2023, by Amended Motion No. 23-0492, the Snohomish County Council approved the 2023 Housing and Behavioral Health Capital Fund Investment Plan (“Investment Plan”); and

WHEREAS, the Investment Plan was developed to inform decision-making with regard to the use of 1406 and 1590 funds to address housing affordability and behavioral health challenges identified by the County.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose of this Agreement.** The purpose of this Agreement is to create a funding recommendation process for revenues from the taxes imposed by chapters 4.122 and 4.126 Snohomish County Code.
2. **Term.** This Agreement will become effective upon full execution by the County and whichever Local Agency first signs this Agreement and after posting on the County’s Interlocal Agreements website. Thereafter, this Agreement will be effective as to additional Local Agencies if and when such Local Agency executes this Agreement and either files the Agreement with the County Auditor or posts it on the Local Agency’s Interlocal Agreements web site. This Agreement will remain in full force and effect unless terminated in writing pursuant to Section 11(n).
3. **Policy Advisory Board.**
 - a. The Policy Advisory Board as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall advise the County Executive and County Council on the planning, administration, and expenditure of funds from the taxes imposed in chapters 4.122 and 4.126 Snohomish County Code in conformance with the Investment Plan.

- b.** Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

4. Technical Advisory Committee.

- a.** The Technical Advisory Committee as previously established through the Urban County Consortium Interlocal Agreement, and referenced in the Interlocal Agreement for the Purposes of Administering the Affordable Housing Trust Fund recorded June 25, 2004, under Snohomish County recording number 200406250315, shall review applications and make recommendations regarding projects to be funded to the Policy Advisory Board.
- b.** To the extent possible, the individuals appointed to serve on the Affordable Housing and Behavioral Health Capital Facilities Technical Advisory Committee shall be the same individuals as those appointed to serve on the Urban County and Affordable Housing Technical Advisory Committee, with the addition of one (1) seat for the City of Everett, to be appointed by the City of Everett
- c.** Process for recommendations
 - i.** The Technical Advisory Committee will review, score and rank applications and make recommendations for funding to the Policy Advisory Board.
 - ii.** The Policy Advisory Board will review Technical Advisory Committee recommendations and make recommendations to the County Council.
 - iii.** The County Council will review recommendations for funding and determine which projects shall receive funds and amounts thereof.

5. County Obligations.

- a.** Snohomish County assumes full decision-making authority, including final funding award selections and policy making.
- b.** Awards of all funds will be administered by County.
- c.** The County will coordinate all activities necessary for the Policy Advisory Board and Technical Advisory Committee to fulfill their obligations under this agreement.

6. Local Agency Obligations. Each Local Agency shall:

- a.** Fulfill obligations according to Sections 3 and 4 of this Agreement.
- b.** Keep appointments to the TAC and PAB up to date, pursuant to TAC and PAB bylaws.

- c. Notify the County Administrator of any changes to TAC and PAB appointments.

7. **Budget and Compensation.** The Parties do not anticipate any costs to this Agreement. Funds from taxes imposed by chapter 4.122 and 4.126 Snohomish County Code shall be used to fund the projects recommended by TAC/PAB and approved by the Snohomish County Council.

8. **Indemnification and Hold Harmless.**

- a. Subject to the liability limitation stated in Section 9 of this Agreement, each Local Agency agrees to indemnify, protect, defend and hold harmless the County, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Local Agency, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the Local Agency, except for those arising out of the sole negligence of the County.
- b. Subject to the liability limitation stated in Section 9 of this Agreement, The County agrees to indemnify, protect, defend and hold harmless the Local Agency, its elected and appointed officials, employees and agents, from and against all claims, demands and causes of action of any kind or character, including any cost of defense and attorney's fees, arising out of any actions, errors or omissions of the County, its officials, employees and agents in performing this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the County, except for those arising out of the sole negligence of the Local Agency.
- c. Waiver of Immunity Under Industrial Insurance Act. The indemnification provisions of Sections 8A and B above are specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- d. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. **Limitation of Liability** In no event will County or any Local Agency be liable for any special, consequential, indirect, punitive or incidental damages, including but not limited to loss of data, loss of revenue, or loss of profits, arising out of or in connection with the

performance of the County or any Local Agency under this Agreement, even if the County or Local Agency has been advised of the possibility of such damages.

10. **Insurance.** Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part of the indemnified party(s).

11. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the Party against whom such modification is sought to be enforced.
- b. **No Separate Entity Necessary/Created.** The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. **Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either Party in connection with the performance of this Agreement will remain the sole property of such Party, and the other Party shall have no interest therein.
- d. **Administrators.** Each Party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	Jackie Anderson, Human Services Department 3000 Rockefeller Avenue, M/S 305 Everett, WA 98201
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City of Arlington's Initial Administrator:	Don Vanney, Mayor 238 N. Olympic Avenue Arlington, WA 98223
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City of Bothell's Initial Administrator:	Mason Thompson, Mayor 18415 101 st Avenue NE
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	Bothell, WA 98011
City of Brier's Initial Administrator:	Dale Kaemingk, Mayor 2901 228 th St. SW Brier, WA 98036
Town of Darrington's Initial Administrator:	Dan Rankin, Mayor 1005 Cascade St. P.O. Box 937 Darrington, WA 98241
City of Edmond's Initial Administrator:	Mike Rosen, Mayor 121 5 th Avenue N. Edmonds, WA 98020
City of Everett's Initial Administrator:	Cassie Franklin, Mayor 2930 Wetmore Avenue Everett, WA 98201
City of Gold Bar's Initial Administrator:	Steve Yarbrough, Mayor 107 5 th Street Gold Bar, WA 98251
City of Granite Falls' Initial Administrator:	Matt Hartman, Mayor 215 Granite Avenue P.O. Box 1440 Granite Falls, WA 98252
Town of Index's Initial Administrator:	Bruce Albert, Mayor 511 Avenue "A" Index, WA 98256
City of Lake Steven's Initial Administrator:	Brett Gailey, Mayor 1812 Main Street P.O Box 257 Lake Stevens, WA 98258
City of Lynnwood's Initial Administrator:	Christine Frizzell, Mayor 19100 44 th Avenue W Lynnwood, WA 98036
City of Marysville's Initial Administrator:	Jon Nehring, Mayor 501 Delta Avenue

Marysville, WA 98270

City of Mill Creek's Initial Administrator: Brian Holtzclaw, Mayor
15728 Main Street
Mill Creek, WA 98012

City of Monroe's Initial Administrator: Geoffrey Thomas, Mayor
14841 179th Avenue SE
Monroe, WA 98272

City of Mountlake Terrace's Initial Administrator: Kyoko Matsumoto-Wright, Mayor
23204 58th Avenue W
Mountlake Terrace, WA 98043

City of Mukilteo's Initial Administrator: Joe Marine, Mayor
11930 Cyrus Way
Mukilteo, WA 98275

City of Snohomish's Initial Administrator: Linda Redmond, Mayor
116 Union Avenue
P.O. Box 1589
Snohomish, WA 98291-1589

City of Stanwood's Initial Administrator: Sid Roberts, Mayor
10220 270th Street NW
Stanwood, WA 98292

City of Sultan's Initial Administrator: Russell Wiita, Mayor
319 Main Street
P.O. Box 1199
Sultan, WA 98294-1199

Town of Woodway's Initial Administrator: Mike Quinn, Mayor
23920 113th Place W
Woodway, WA 98020

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

- e. Interpretation.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the

language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

- f. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- g. No Waiver.** A Party's forbearance or delay in exercising any right or remedy with respect to a Default by the other Party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a Party of any particular Default constitute a waiver of any other Default or any similar future Default.
- h. Assignment.** This Agreement shall not be assigned, either in whole or in part, by either of the Parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- i. Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.
- j. No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.
- k. No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Local Agency and the County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.
- l. Compliance with Applicable Law.** Each Party shall comply with all other applicable federal, state and local laws, rules and regulations in performing under this Agreement.
- m. Changes.** No changes or additions shall be made to this Agreement except as agreed to by both Parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.

- n. **Termination.** The County may terminate this agreement by providing written notice to the other parties of its intention to terminate. Such termination shall become effective 30 days after such notice has been served to the Parties, or such later time as is stated in the notice. Any other party may terminate this agreement as to that Party by providing written notice to the County of its intention to terminate. Such termination shall become effective 30 days after such notice has been served, or such later time as is stated in notice. Termination by a Party other than the County shall not affect the terms of this agreement as to the other Parties.
- o. **Public Records.** All records related to this Agreement shall be available for inspection and copying under the provisions of the Washington Public Records Act, chapter 42.56 RCW ("PRA"), subject to any exemptions or limitations on disclosure. Each Party shall respond to public records requests received by that Party.
- p. **Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties execute this Agreement this _____ day of _____, 20__.

CITY OF ARLINGTON


DON VANNEY

MAYOR

ATTEST:


BY

City Clerk
TITLE

CITY OF BOTHEL

ATTEST:

MASON THOMPSON

BY

MAYOR

TITLE

CITY OF BRIER

ATTEST:

DALE KAEMINGK

BY

MAYOR

TITLE

TOWN OF DARRINGTON

ATTEST:


DAN RANKIN


BY


MAYOR


TITLE

CITY OF EDMONDS

ATTEST:

MIKE ROSEN

BY

MAYOR

TITLE

MAYOR

CITY OF BRIER

DALE KAEMINGK

MAYOR

TOWN OF DARRINGTON

DAN RANKIN

MAYOR

TITLE

ATTEST:

BY

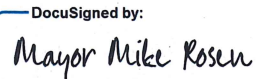
TITLE

ATTEST:

BY

TITLE

CITY OF EDMONDS

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MIKE ROSEN

Mike Rosen

MAYOR

ATTEST:

DocuSigned by:

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BY

City Clerk

TITLE

RECEIVED

APR 09 2024

HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION

RECEIVED

MAY 20 2024

HUMAN SERVICES DEPARTMENT
CONTRACTS DIVISION

CITY OF EVERETT



CASSIE FRANKLIN

MAYOR

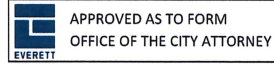
ATTEST:



BY

OFFICE OF THE CITY CLERK

TITLE



CITY OF GOLDBAR

STEVE YARBROUGH

MAYOR

ATTEST:

BY

TITLE

CITY OF GRANITE FALLS

MATT HARTMAN

MAYOR

ATTEST:

BY

TITLE

TOWN OF INDEX

BRUCE ALBERT

MAYOR

ATTEST:

BY

TITLE

CITY OF EVERETT

ATTEST:

CASSIE FRANKLIN

BY

MAYOR

TITLE

CITY OF GOLDBAR

ATTEST:

STEVE YARBROUGH

BY

MAYOR

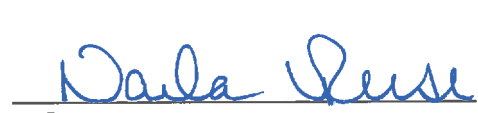
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CITY OF GRANITE FALLS

ATTEST:

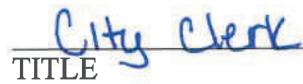


MATT HARTMAN



BY

MAYOR



TITLE

TOWN OF INDEX

ATTEST:

BRUCE ALBERT

BY

MAYOR

TITLE

CITY OF EVERETT

ATTEST:

CASSIE FRANKLIN

BY

MAYOR

TITLE

CITY OF GOLDBAR

ATTEST:

STEVE YARBROUGH

BY

MAYOR

TITLE

CITY OF GRANITE FALLS

ATTEST:

MATT HARTMAN

BY

MAYOR

TITLE

TOWN OF INDEX

ATTEST:

BRUCE ALBERT

MAYOR

BY

TITLE

Norman Johnson

Clerk / treasurer

CITY OF LAKE STEVENS



BRETT GAILEY

MAYOR

ATTEST:



BY


TITLE

CITY OF LYNNWOOD

CHRISTINE FRIZZELL

MAYOR

ATTEST:

BY

TITLE

CITY OF MARYSVILLE

JON NEHRING

MAYOR

ATTEST:

BY

TITLE

CITY OF MILL CREEK

ATTEST:

CITY OF LAKE STEVENS

ATTEST:

BRETT GAILEY

BY

MAYOR

TITLE

CITY OF LYNNWOOD

ATTEST:



CHRISTINE FRIZZELL

BY

MAYOR

TITLE

Antia G. Robinson

Executive Assistant to the Mayor

CITY OF MARYSVILLE

ATTEST:

JON NEHRING

BY

MAYOR

TITLE

CITY OF MILL CREEK

ATTEST:

CITY OF LAKE STEVENS

ATTEST:

BRETT GAILEY

BY

MAYOR

TITLE

CITY OF LYNNWOOD

ATTEST:

CHRISTINE FRIZZELL

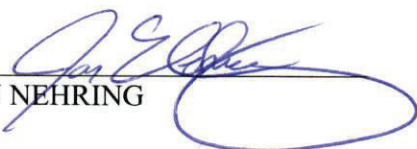
BY

MAYOR

TITLE

CITY OF MARYSVILLE

ATTEST:



JON NEHRING

BY

MAYOR

TITLE


Chari Taber
Deputy City Clerk

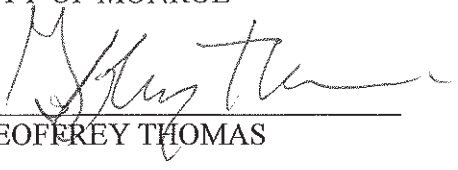
CITY OF MILL CREEK

ATTEST:

BRIAN HOLTZCLAW

BY

MAYOR
CITY OF MONROE



GEOFFREY THOMAS

TITLE
ATTEST: Jodi Wycoff



BY
City Clerk

TITLE

MAYOR

CITY OF MOUNTLAKE TERRACE

ATTEST:

KYOKO MATSUMOTO-WRIGHT

BY

MAYOR

TITLE

CITY OF MUKILTEO

ATTEST:

JOE MARINE

BY

MAYOR

TITLE

CITY OF SNOHOMISH

ATTEST:

BRIAN HOLTZCLAW

BY

MAYOR
CITY OF MONROE

TITLE
ATTEST:

GEOFFREY THOMAS

BY

MAYOR

TITLE

CITY OF MOUNTLAKE TERRACE

ATTEST:



Mayor Kyoko Matsumoto Wright

BY 

City Clerk
TITLE

CITY OF MUKILTEO

ATTEST:

JOE MARINE

BY

MAYOR

TITLE

ATTEST:

CITY OF SNOHOMISH

LINDA REDMOND

BY

MAYOR

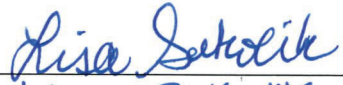
TITLE

CITY OF STANWOOD

ATTEST: _____



SID ROBERTS

BY 

Lisa Sokolik
CITY CLERK

MAYOR

TITLE

CITY OF SULTAN

ATTEST: _____

BY

RUSSELL WIITA

TITLE

MAYOR

ATTEST: _____

TOWN OF WOODWAY

BY

MIKE QUINN

TITLE

MAYOR

SNOHOMISH COUNTY

County Executive

RECOMMENDED FOR APPROVAL:

Approved as to Form only:

Wendling,
Rebecca

Digitally signed by
Wendling, Rebecca
Date: 2024.04.05
09:43:55 -07'00'
