## AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH COUNTY (the "Interlocal Agreement")

This Amendment (the "Amendment") to the Interlocal Agreement dated [] (the
"Original Agreement" and, together with this Amendment, the "Agreement") is made as of
, 2023, by and among the Cities of Arlington, Edmonds, Everett, Granite Falls,
Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo,
Snohomish, and Stanwood, and the Towns of Darrington and Woodway, all of which are municipal
corporations organized under the laws of the State of Washington; the Housing Authority of
Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish
County, a political subdivision of the State of Washington (each a "Party" and together, the
"Parties"). This Amendment is made pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW,
and has been authorized by the governing body of each Party.

WHEREAS the Parties (except the City of Monroe and the Town of Darrington) entered the Interlocal Agreement and now desire to amend the Interlocal Agreement to add the City of Monroe and the Town of Darrington as parties thereto; and

WHEREAS the Parties wish to create a streamlined procedure for the future addition of parties to the Interlocal Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Term.</u> This Amendment shall be effective when it has been both (a) executed by each of the Parties and (b) filed in the offices of the Snohomish County Auditor.
- 2. <u>Parties.</u> The Agreement is amended to add the City of Monroe and the Town of Darrington as parties thereto. Commencing on the date of this Amendment, the City of Monroe and Town of Darrington shall assume all rights and obligations under the Interlocal Agreement as though each was named as a party therein. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the City of Monroe and the Town of Darrington commencing with the first billing cycle following the date of this Amendment.
- 3. <u>Notice.</u> Section 13(d) is amended to add:

City of Monroe Anita Marerro, Senior Planner 806 West Main Street Monroe, WA 98272 Phone (360) 863-4513 AMarrero@monroewa.gov

Town of Darrington
Dan Rankin, Mayor
1005 Cascade St.
PO Box 397
Darrington, WA 98241
Phone: (360) 436-1131
Dan.Rankin@Darringtonwa.us

- 4. Authorized Actions of the Joint Board. Section 4 of the Agreement is amended to add:
  - (m) Admit one or more governmental entities as a Party to this Agreement in furtherance of the purposes of this Agreement;
- 5. <u>Addition of Parties.</u> The Agreement is amended to add a new <u>Section 16</u> as follows:
  - 16. Addition of Parties. Following a decision of the Joint Board to admit a new governmental entity as a Party to this Agreement, which decision shall be made and documented following the procedures outlined in Section 3, such new governmental entity (the "New Party") shall be deemed to be a Party to the Agreement and shall assume all rights and obligations under the Agreement as though it were named a Party therein, commencing on the date that the attached Exhibit A has been both (a) acknowledged and signed by the New Party, and (b) filed in the offices of the Snohomish County Auditor. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the New Party commencing with the first billing cycle following the date the New Party is admitted as a Party under the Agreement.
- 6. <u>Execution.</u> The Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

[Signature Pages Follow]

## **CITY OF ARLINGTON**

By: _		
, –	Signature	Date
lts <sup>.</sup>		

TOWN OF DARRINGTON		
Ву:	Signature	Date
Its:		

CITY O	F EDMONDS	
Ву:		
	Signature	Date
Its:		

CITY O	F EVERETT	
Ву:		
	Signature	Date
Its:		

## **CITY OF GRANITE FALLS**

By:		
, –	Signature	Date
lts:		

## **CITY OF LAKE STEVENS**

By:		
. –	Signature	Date
Its:		

## **CITY OF LYNNWOOD**

By: _		
, –	Signature	Date
Its:		

## CITY OF MARYSVILLE

By:		
, –	Signature	Date
lte:		

## By: Signature

Date

Its:

CITY O	F MONROE	
Ву:		
-	Signature	Date
Its:		

## **CITY OF MOUNTLAKE TERRACE**

By:		
, –	Signature	Date
lts:		

## CITY OF MUKILTEO

By: Signature Date

# By: Signature Date

Its:

## **CITY OF STANWOOD**

By:		
, –	Signature	Date
lts:		

## **TOWN OF WOODWAY**

By: _		
, –	Signature	Date
lts:		

#### **SNOHOMISH COUNTY**

By: Klein, Ken Digitally signed by Klein, Ken Date: 2024.02.29 07:40:04-08'00'

Signature Date

Ken Klein

Its: Executive Director

Approval as to form:

02-08-2024

Deputy Prosecuting Attorney

**COUNCIL USE ONLY** 

Approved <u>2/28/2024</u>

ECAF # 2024-0181

MOT/ORD Motion 24-083

## HOUSING AUTHORITY OF SNOHOMISH COUNTY

By:		
. –	Signature	Date
Its:		

## **EXHIBIT A**

Following a decision of the Joint Board of hereby ack	the Alliance for Housing Afford howledges and accepts entry	J ( ),
Party to the Interlocal Cooperation Agreement Affordable Housing Within Snohomish County, a	for Inter-Jurisdictional Coord	ination Relating to
	[PARTY]	
	By:Name	Date
	lts:	