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 housingrelated 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

City of Arlington's Initial Administrator: Don Vanney, Mayor

238 N. Olympic Avenue Arlington, WA 98223

City of Bothell's Initial Administrator: Mason Thompson, Mayor

18415 101st Avenue NE

Bothell, WA 98011

City of Brier's Initial Administrator: Dale Kaemingk, Mayor

2901 228<sup>th</sup> 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<sup>th</sup> 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<sup>th</sup> 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<sup>th</sup> 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 179<sup>th</sup> 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 270<sup>th</sup> 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 113<sup>th</sup> 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 e	xecute this Agreement this day of
CITY OF ARLINGTON  DON VANNEY  MAYOR	Mondy Tanon Meers Re BY City Clerk TITLE
CITY OF BOTHEL	ATTEST:
MASON THOMPSON	BY

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IN WITNESS WHEREOF the Parties execute this Agreement this 1st day of July 2024.		
CITY OF ARLINGTON	ATTEST:	
DON VANNEY	BY	
MAYOR	TITLE	
CITY OF BOTHEL	ATTEST:	
MASON THOMPSON Kyle Stannert	Leve K Hothaway	

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City Manager MAYOR	City Clerk 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	TITLE
CITY OF BRIER	ATTEST:
DALE KAEMINGK	BY
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DAN RANKIN	BY
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CITY OF EDMONDS	ATTEST:
MIKE ROSEN	BY
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CITY OF BRIER	ATTEST:
DALE KAEMINGK	BY
MAYOR	TITLE
TOWN OF DARRINGTON	ATTEST:
DAN RANKIN	Dianne Davis
Daniel D. Rankin MAYOR	Clark
CITY OF EDMONDS	ATTEST:
MIKE ROSEN	BY
MAYOR	TITLE

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CITY OF BRIER	ATTEST:
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Mayor Mike Rosen	Siton
MIKE ROSEN	BY
Mike Rosen	City Clerk
MAYOR	TITLE

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MAYOR	BY LION STOWE  Clerk fireasures  TITLE
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  MAPT HARTMAN  MAYOR	ATTEST:  Davida Perse  BY  City Clerk
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  With an Johnson  MAYOR	CIERK Transvier TITLE

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CITY OF LYNNWOOD	ATTEST:
CHRISTINE FRIZZELL	BY
MAYOR	TITLE
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:
/	CHRYTINE FRIZZELL	BY  Executive Assistant to the Hayo
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	JON NEHRING	BY
	MAYOR	TITLE
	CITY OF MILL CREEK	ATTEST:

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Chari Tober Deputy City Clerk
TITLE TITLE
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
CITY OF MILL CREEK	ATTEST:
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BRIAN HOLTZCLAW	ВҮ
MAYOR CITY OF MONROE	TITLE ATTEST: Jodi Wycoff
Mythe	Jali Wycoll
GEOFFREY THOMAS	City Clerk
MAYOR	TITLE '
CITY OF MOUNTLAKE TERRACE	ATTEST:
KYOKO MATSUMOTO-WRIGHT	ВУ
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:
Kyoho Matrumoto Wnght  Mayor Kyoko Matsumoto Wright	BY City Clerk TITLE
CITY OF MUKILTEO	ATTEST:
JOE MARINE  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:
KYOKO MATSUMOTO-WRIGHT	ВУ
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CITY OF MUKILTEO	ATTEST:  Sundine  BY  CAU CLOCK
JOE MARINE (  MAYOR	Cry Clerc TITLE
CITY OF SNOHOMISH	ATTEST:

BRIAN HOLTZCLAW	BY
MAYOR CITY OF MONROE	TITLE ATTEST:
GEOFFREY THOMAS	BY
MAYOR	TITLE
CITY OF MOUNTLAKE TERRACE	ATTEST:
KYOKO MATSUMOTO-WRIGHT	BY
MAYOR	TITLE
CITY OF MUKILTEO	ATTEST:
JOE MARINE	BY
MAYOR	TITLE
CITY OF SNOHOMISH	ATTEST:
Sinda Redmon	Brand Wester

LINDA REDMOND	BY
MAYOR CITY OF STANWOOD	Brandi Whitson TITLE City Clerk ATTEST:
SID ROBERTS	BY
MAYOR	TITLE
CITY OF SULTAN	ATTEST:
RUSSELL WIITA	BY
MAYOR	TITLE
TOWN OF WOODWAY	ATTEST:
MIKE QUINN	BY
MAYOR	TITLE
SNOHOMISH COUNTY	

LINDA REDMOND	BY
MAYOR	TITLE
CITY OF STANWOOD	ATTEST:
SID KOBERTS	BY Risa Scholik Lisa Sokolik
	CITY CLERK
MAYOR	TITLE
CITY OF SULTAN	ATTEST:
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RUSSELL WIITA	TITLE
MAYOR	
MAYOR	ATTEST:
TOWN OF WOODWAY	
TOWN OF WOODWAY	BY
MIKE OTINN	TITLE
MIKE QUINN	TITLE
MAYOR	

SNOHOMISH COUNTY

LINDA REDMOND	BY
MAYOR CITY OF STANWOOD	TITLE ATTEST:
SID ROBERTS	BY
MAYOR	TITLE
CITY OF SULTAN  Signed by:  Line William  RUSSELL WIITA	ATTEST:  Signed by:  175C9B5C2AF1482  BY
MAYOR	City Attorney TITLE
TOWN OF WOODWAY	ATTEST:
MIKE QUINN	BY
MAYOR	TITLE
SNOHOMISH COUNTY	

LINDA REDMOND	BY
MAYOR CITY OF STANWOOD	TITLE ATTEST:
SID ROBERTS	BY
MAYOR	TITLE
CITY OF SULTAN	ATTEST:
RUSSELL WIITA	BY
MAYOR	TITLE
TOWN OF WOODWAY	ATTEST:
MIKE QUÍNN 7/1/24	Herk-Treasurer
MAYOR	TITLE
SNOHOMISH COUNTY	

## **SNOHOMISH COUNTY**

Harper, Lacey Digitally signed by Harper, Lacey Date: 2024.07.26 16:34:32 -07'00'

County Executive Director

## RECOMMENDED FOR APPROVAL:

**COUNCIL USE ONLY** 

Approved <u>7/24/2024</u>

ECAF # 2024-1215

MOT/ORDOrdinance 24-051

Approved as to Form only:

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