

**INTERLOCAL AGREEMENT BETWEEN  
THE TOWN OF WOODWAY AND SNOHOMISH COUNTY CONCERNING  
AN ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

**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 35A.14 RCW (Annexation by Code Cities), 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**

The primary purpose of this Agreement is to set forth the terms of the Parties’ agreement to the annexation (“Annexation”) by the Town of the Town’s Municipal Urban Growth Area, designated under RCW 36.70A.110, which area is referred to herein as the “Annexation Area,” pursuant to RCW 35A.14.296. The territory included in the Annexation Area is depicted in Exhibit A, and a legal description is provided in Exhibit B to this Agreement. Both Exhibits are incorporated herein by this reference.

**3. GENERAL AGREEMENT REGARDING ANNEXATION**

3.1 Applicability of Master Annexation ILA and Addendum. The Parties recognize the existence of the *Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area*, effective September 26, 2016 (“Master Annexation ILA”), and the *Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area*, effective September 7, 2018 (“Addendum”), that together address certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA and Addendum shall continue to have applicability, force, and effect with respect to the Annexation, except where specifically amended in Section 4 of this Agreement.

3.2 Annexation approval. The Parties agree to hold a joint public hearing on this Agreement on May 23, 2023. The Parties agree that following the effective date of this Agreement, the Town intends to annex the territory depicted and described in Exhibits A and B by adoption of an ordinance pursuant to RCW 35A.14.296

3.3 Consistency of annexation. The County finds that the Annexation is consistent with this Agreement, the Master Annexation ILA, the Addendum, and the goals and objectives established in RCW 36.93.170 and 36.93.180. The County further finds that the health, safety, and general welfare of Snohomish County citizens are not adversely affected by such annexation. Accordingly, the County will

not oppose the Annexation and will send a letter to the Boundary Review Board in support of the Annexation.

3.4 Effective date of annexation. The Parties agree that the Town’s annexation shall become effective on \_\_\_\_\_, or ten calendar days after all legal requirements are satisfied.

#### **4. AMENDMENT TO THE MASTER ANNEXATION ILA**

4.1 Amendment to Section 4.1 of the Master Annexation ILA. Section 4.1 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

4.1 Urban density requirements. The Town, pursuant to RCW 35A.14.330, adopted Urban Village zoning regulations (“Zoning Regulations”) as reflected in Woodway Municipal Code Chapter 14.40, which will become effective upon the date of Annexation. The County finds that the Zoning Regulations are consistent with the Washington State Growth Management Act, the Puget Sound Regional Council Growth Strategy *Vision 2050*, the Snohomish County Countywide Planning Policies, and Snohomish County Code Chapter 30.23.020.

4.2 Amendment to Section 4.2 of the Master Annexation ILA. Section 4.2 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

4.2 Compliance with RCW 35A.14.296. For a period of five years after the Annexation, the Town shall maintain a zoning designation that provides for residential development on any parcel zoned for residential development within the Annexation Area, and the Town shall not reduce the minimum gross residential density of such parcel below the density allowed for by the zoning designation for that parcel prior to the Annexation.

4.3 Amendment to Section 9.2 of the Master Annexation ILA. Section 9.2 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

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 the County’s Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the Town hereby agrees that the County may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of surface water services designated in that year’s budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the 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. If the Town intends for the County to continue providing surface water services beyond the calendar year after the Annexation, a separate interlocal agreement must be negotiated between the Parties.

**5. TRANSFER OF COUNTY FACILITIES AND PROPERTIES**

The County shall transfer/convey to the Town ownership, maintenance, and operational responsibility for any and all County-owned facilities and properties within the Annexation Area upon the effective date of the Annexation. A list of all County-owned facilities and properties within the Annexation Area is attached as Exhibit C, which is incorporated herein by this reference.

**6. 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.

**7. 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 or the Annexation 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 Party shall be responsible for the costs of their own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of the mediation process.

**8. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

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

**9. 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.

**10. EFFECTIVE DATE, DURATION AND TERMINATION**

10.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the signing of the Agreement by an authorized representative of each Party hereto.

10.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

10.3 Termination. Any Party may terminate this Agreement upon one-hundred eighty (180) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

## 11. INDEMNIFICATION AND LIABILITY

11.1 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 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 or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

11.2 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 and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the Town, its elected and appointed officials, officers, employees, or agents.

11.3 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.

11.4 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 and/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.

## 12. 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.

## 13. EXERCISE OF RIGHTS OR REMEDIES

Failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by any other Party and shall not prevent any other Party from pursuing that right at any future time.

**14. 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.

The Town and the County each acknowledges, agrees and understands that each party is a public agency subject to certain disclosure laws, including, but not limited to Washington’s Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from the Town and the County for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Section 3 and Section 4 of this Agreement.

**16. 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.

**17. CONTINGENCY**

The obligations of the Town and the 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 the County may terminate the Agreement under Subsection 10.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

**18. FILING**

A copy of this Agreement shall be filed with the Woodway Town Clerk-Treasurer and recorded with the Snohomish County Auditor’s Office or as otherwise allowed or required under state law.

**19. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this Agreement are:

Eric A. Faison  
Town Administrator  
Town of Woodway  
23920 113<sup>th</sup> Place West  
Woodway, WA 98020  
(206) 542-4443

Eileen Canola  
Snohomish County  
Department of Planning and Development Services  
3000 Rockefeller Ave.  
Everett, WA 98201  
(425) 262-2253

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

Dated this 23<sup>rd</sup> day of May 2023.

TOWN OF WOODWAY

By:

\_\_\_\_\_  
Michael S. Quinn  
Mayor

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

ATTEST:

\_\_\_\_\_  
Town Clerk-Treasurer

Approved as to form only:

\_\_\_\_\_  
Attorney for the Town of Woodway

SNOHOMISH COUNTY

By:

\_\_\_\_\_  
Dave Somers  
County Executive

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

ATTEST:

\_\_\_\_\_  
Clerk of the County Council

Approved as to form only:

\_\_\_\_\_  
Deputy Prosecuting Attorney for  
Snohomish County

**EXHIBIT A – Town of Woodway Annexation Area Map**

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**EXHIBIT B – Town of Woodway Annexation Area Legal Description**

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**EXHIBIT C – County-owned Facilities and Properties in the Annexation Area**

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