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09/29/1999 04:28 PM Snohomish
P.0005 RECORDED County

After Recording Return to

Barbara Sikorski, Asst Clerk
Snohomish County Council
3000 Rockefeller, M/S 609
Everett, WA 98201

Agencies: Snohomish County and City of Arlington
Tax Account No: N/A
Legal Description: N/A
Reference No. of Documents Affected: _____
Interlocal Recorded at AF# _____
Filed with the Auditor pursuant to RCW 39 34 040
Documents Title: _____

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ARLINGTON AND SNOHOMISH COUNTY
CONCERNING TRANSFER, CUSTODY, AND RETENTION OF
AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION**

1 **PARTIES** This Interlocal Agreement is entered into pursuant to Chapter 36 70A RCW (the Growth Management Act), Chapter 36 115 RCW (the Governmental Services Act), and Chapter 39 34 RCW (the Interlocal Cooperation Act) by the City of Arlington, a Washington municipal corporation (hereinafter "CITY"), and Snohomish County, a political subdivision of the State of Washington (hereinafter "COUNTY")

2 **PURPOSE AND RECITALS**

2 1 The CITY and the COUNTY are entering into an agreement entitled "Interlocal Agreement Between the City of Arlington and Snohomish County Concerning Annexation and Urban Development Within the Arlington Urban Growth Area," hereinafter "Agreement "

2 2 Section 6 of the Agreement relating to records transfer and, specifically, paragraph 6.1 of the Agreement, provides that transfer of COUNTY records will be subject to an interlocal agreement between the CITY and COUNTY relating to records retention and standards

2 3 Consistent with statutory requirements, the CITY and COUNTY wish to fully cooperate in the transfer, retention and access to public records when the CITY annexes areas within unincorporated Snohomish County

3. **RECORDS TRANSFER**

3 1 Records to be Transferred Prior to and following annexation of unincorporated area into the CITY, and upon the CITY's request, some COUNTY records relevant to jurisdiction and provision of government services within the annexation area may be transferred to the CITY Said records shall include, but are not limited to, the following records from the Department of Public Works, the 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, approved zoning files, code enforcement files, fire inspection records, easements, plats, data bases 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 and jurisdiction from the COUNTY to the CITY. Provided, the COUNTY reserves the right to withhold confidential or privileged records, but in such cases where the COUNTY opts to withhold such records, it shall provide the CITY with a list identifying the record(s) withheld.

3.2 Procedure for transfer or copying. Following a written request by the CITY for identifiable records, the COUNTY shall have a reasonable time to collect, copy, and prepare for transfer of the requested records. When practical, the appropriate COUNTY department or office may provide the CITY with an index or list of the available files or records in its custody in response to the CITY's request. From said index or list, the CITY shall select the records it requires and that are affected by the annexation and request their transfer as set forth herein. Any copying costs associated with this process shall be borne by the CITY.

Original documents may be transferred to the CITY only if the COUNTY determines (i) that the records are not required by law to be maintained by the COUNTY and (ii) the COUNTY no longer has an ongoing need for the original record or file because of continuing jurisdiction, ownership, or responsibility relating to the subject of the record or file. When such conditions are found to exist, the CITY may retain original records and a copy provided to the COUNTY. If COUNTY staff determines they have a need to maintain a copy of any original records transferred to the CITY, a copy shall be prepared for the COUNTY, at the CITY's expense, prior to transfer.

When the records are available for transfer to the CITY, the COUNTY shall notify the CITY and the CITY shall arrange for their delivery. Once the records are out of the possession of the COUNTY, the CITY shall be deemed the custodian thereof in accordance with Section 4 of this agreement.

3.3 Temporary Custody of Records. As an alternative to the COUNTY preparing copies of requested records for the CITY, the COUNTY may allow the CITY temporary custody of said files and records so that the CITY may make copies of the same. In cases where the CITY takes temporary custody of files for purposes of making copies, a checkout and return process shall be administratively established to ensure the security of said records. The COUNTY shall agree on any third-party copy services to be used.

3.4 If, after the transfer of original files or records, the COUNTY determines it needs copies thereof, the CITY may allow the COUNTY temporary custody of said files and records so that the COUNTY may make necessary copies. A checkout and return process shall be established administratively to ensure the security of said records.

3.5 In the event that electronic data or files are requested by the CITY, the CITY shall be responsible for acquiring any software licenses that are necessary to use the transferred information.

4 CUSTODY OF RECORDS. The transfer of any original COUNTY records to the permanent custody of the CITY will be fully documented by itemized receipts signed by both the original COUNTY custodian of the records and the City Clerk. For all original records transferred from the COUNTY to the CITY, the CITY shall be deemed the custodian thereof. Until physical transfer of such original records from the COUNTY to the CITY, the COUNTY shall be the custodian of said records. The designated custodian of original records shall be

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responsible for compliance with all legal requirements relating to public records, including, but not limited to, records retention and destruction, as more specifically described below

5 **RECORDS RETENTION AND DESTRUCTION** All original records and files transferred to the CITY shall be retained and destroyed in accordance with the applicable provisions of Chapter 40 14 RCW and consistent with the rules and regulations of the Secretary of State, Division of Archives and Records Management Similarly, the COUNTY agrees to retain and destroy all public records that are retained by it 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 **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 17 RCW and other applicable law The CITY 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 **INTERGOVERNMENTAL COOPERATION** Both parties shall maintain adequate records to document the obligations performed under this agreement Both parties shall have the right to review the other party's records with regard to the subject matter of this agreement, upon reasonable notice

8 **DISPUTE RESOLUTION** The CITY and COUNTY agree to use a formal dispute process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this agreement

9 **RELATIONSHIP TO EXISTING LAWS AND STATUTES** This agreement in no way modifies or supersedes existing laws and statutes In meeting the commitments encompassed in this agreement, all parties shall comply with the requirements of the Open Meetings Act, Growth Management Act, State Environmental Policy Act, Public Disclosure laws, Public Records laws, Annexation Statutes and all other applicable federal, state or local laws

10 **EFFECTIVE DATE, DURATION AND TERMINATION**

10 1 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.

10 2 Each party may terminate its obligations under this agreement upon thirty (30) days' advance written notice to the other party. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this agreement All commitments of this agreement shall remain in effect and shall survive termination with respect to records transferred

11 **INDEMNIFICATION AND LIABILITY**

11 1 The CITY 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 CITY's

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performance of this agreement, including claims by the CITY's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees or agents

11.2 The COUNTY shall protect, save harmless, indemnify and defend, at its own expense, the CITY, 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 solely caused by the negligence or willful misconduct of the CITY, its elected and appointed officials, officers, employees or agents

11.3 In the event of liability for damages of any nature whatsoever arising out of the performance of this agreement by the CITY and the COUNTY, including claims by the CITY'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 CITY, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence

11.4 No liability shall be attached to the CITY or the COUNTY by reason of entering into this agreement except as expressly provided herein

12 **SEVERABILITY** Should a court of competent jurisdiction declare any clause, phrase, sentence or paragraph of this agreement or its application invalid or void, the remaining provisions of this agreement not so declared shall remain in full force and effect

13 **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

14 **ENTIRE AGREEMENT** This agreement constitutes the entire agreement between the parties with respect to the transfer of records issues for annexations. All records and information provided to the CITY under this agreement are provided as is and where is. The COUNTY will provide accurate copies of the documents in the COUNTY's possession, however, the COUNTY does not verify the accuracy of all the information as the COUNTY often relies on information from third parties including private property owners and developers

15 **GOVERNING LAW AND STIPULATION OF VENUE** The laws of the State of Washington shall govern this agreement. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County

16 **CONTACTS FOR AGREEMENT** The contact persons for this agreement are

Kathy Peterson
City Clerk
City of Arlington
238 N Olympic Avenue
Arlington WA 98223
(360) 435-0724

Karen E. Watkins
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Avenue
Everett WA 98201
(425) 388-3311

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238 N Olympic Avenue
Arlington WA 98223
(360) 435-0724


3000 Rockefeller Avenue
Everett WA 98201
(425) 388-3311

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

CITY OF ARLINGTON
BY

SNOHOMISH COUNTY
BY


Robert Kraski
Mayor



for Robert J Drewel
County Executive
GARY WEIKEL
Executive Director

Date 9/29/99

Date Sept 22, 1999

ATTEST


ATTEST



Kathy Peterson
City Clerk


for Kathryn Bratcher
Clerk of the County Council

Approved as to form
Office of the City Attorney

Approved as to form
Snohomish County Prosecutor


Steve Peiffle
Attorney for the City of Arlington


Jason J Cummings
Deputy Prosecuting Attorney for Snohomish
County

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