

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 Gold Bar  
Tax Account No.: N/A  
Legal Description: N/A  
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Filed with the Auditor pursuant to RCW 39.34.040  
Documents Title:

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF GOLD BAR 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 Gold Bar, 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 annexation-related agreement entitled "Interlocal Agreement Between the City of Gold Bar and Snohomish County Concerning Annexation and Urban Development Within the Gold Bar Urban Growth Area," hereinafter "AGREEMENT."
- 2.2. Section 5 of the AGREEMENT relating to records transfer 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 Procedure for Copying. Before the CITY sends a written request for specific records, it is recommended that the CITY records staff set up a meeting with the appropriate COUNTY records staff to discuss the types of records available, the format of the records, the number of records, and any additional information pertinent to request of 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 written request. From said index or list, the CITY may select the records it requires that are affected by the annexation and request their transfer as set forth herein. 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. All copying costs associated with this process shall be borne by the CITY. When the copied 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.
- 3.2 Records to be Transferred. Prior to and following annexation of unincorporated area into the CITY, and upon the CITY's request in writing, copies of some COUNTY records relevant to jurisdiction and provision of government services within the annexation area may be copied and 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, databases 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. The COUNTY reserves the right to withhold confidential or privileged records. In such cases where the COUNTY opts to withhold such records, it shall provide the CITY with a list identifying the record(s) withheld.
- 3.4 Electronic data. 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 COUNTY shall retain permanent custody of all original records. No original records shall be transferred from the COUNTY to the CITY. As the designated custodian of original records, the COUNTY shall be 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**

The COUNTY agrees to retain and destroy all public records 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 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 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 is 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:

January M. Sadler  
Deputy Clerk  
City of Gold Bar  
107 5<sup>th</sup> Street  
Gold Bar, WA 98251  
(360) 793-1101

Janet Little, Planning & Development Services  
Dennis Frimml, Public Works  
Carolyn Diepenbrock, Auditor's Office  
Snohomish County Records Specialists  
Dept. of Planning & Development Services  
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 GOLD BAR

SNOHOMISH COUNTY

BY:

BY:

\_\_\_\_\_  
Steven C. Fuller  
Mayor

\_\_\_\_\_  
Robert J. Drewel  
County Executive

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
January M. Sadler  
Deputy City Clerk

\_\_\_\_\_  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form:  
Office of the City Attorney

Approved as to form:  
Snohomish County Prosecuting Attorney

\_\_\_\_\_  
Phil A. Olbrechts  
Attorney for the City of Gold Bar

\_\_\_\_\_  
Brent D. Lloyd  
Deputy Prosecuting Attorney for  
Snohomish County