# RECEIVED

JUL 16 2004

CITY OF MUKILTEO CLERKS OFFICE

# INTERLOCAL AGREEMENT Between SNOHOMISH COUNTY, WASHINGTON And

CITY OF ARLINTON, CITY OF BRIER, TOWN OF DARRINGTON, CITY OF EDMONDS, CITY OF GOLD BAR, TOWN OF GRANITE FALLS, TOWN OF INDEX, CITY OF LAKE STEVENS, CITY OF LYNNWOOD, CITY OF MARYSVILLE, CITY OF MILL CREEK, CITY OF MONROE, CITY OF MOUNTLAKE TERRACE, CITY OF MUKILTEO, CITY OF SNOHOMISH, CITY OF STANWOOD, CITY OF SULTAN, TOWN OF WOODWAY

For the Purposes of Administering the AFFORDABLE HOUSING TRUST FUND

WHEREAS, Washington State Laws of 2002, Chapter 294, directs each county auditor to collect a surcharge of \$10.00 on all instruments, except assignments or substitutions of previously recorded deeds of trust, recorded within his county; and

WHEREAS, a portion of the revenue generated by the surcharge is to be retained by the county and must be used by the county and its cities and towns for the purposes set forth in Washington State Laws of 2002, Chapter 294; and

WHEREAS, by enacting Ordinance 02-065, the Snohomish County Council created the Affordable Housing Trust Fund to provide additional funding resources for building operation and maintenance activities for housing projects affordable to very low-income people as well as to assist in development and preservation of affordable low-income housing; and

WHEREAS, the Washington State Laws of 2002, Chapter 294 § 2 requires the Affordable Housing Trust Fund to be allocated according to an interlocal agreement

between the county and the cities and towns within the county, consistent with countywide and local housing needs and policies; and

WHEREAS, the parties to this agreement are members of the Urban County Consortium which was established through an interlocal agreement to administer Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), and such other funds as may be available from the U.S. Department of Housing and Urban Development; and

WHEREAS, the Interlocal Cooperation Act of 1967 (Chapter 39.34, Revised Code of Washington) permits local governmental units to cooperate in a manner that will accord best with geographic, economic, demographic and other factors influencing the development of local communities;

NOW, THEREFORE, Snohomish County, a political subdivision of the State of Washington (hereafter referred to as "County"), and the City of Arlington, City of Brier, Town of Darrington, City of Edmonds, City of Gold Bar, Town of Granite Falls, Town of Index, City of Lake Stevens, City of Lynnwood, City of Marysville, City of Mill Creek, City of Monroe, City of Mountlake Terrace, City of Mukilteo, City of Snohomish, City of Stanwood, City of Sultan, Town of Woodway, each a Municipal Corporation of the State of Washington, (hereafter referred to as "Participating Municipalities"), pursuant to the Interlocal Cooperation Act of 1967, in consideration of the promises and covenants hereinafter set forth, agree as follows:

## Section 1, Definitions

A. <u>Eligible Project</u>. A housing project, or units within a housing project, that is consistent with countywide and local housing needs and policies and that falls within one of the following categories:

1. Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very low income persons

with incomes at or below fifty percent of the area median income;

2. Supporting building operation and maintenance costs of housing projects or units within housing projects built with housing trust funds, affordable to very low-income persons with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover

ongoing operating expenses;

3. Rental assistance vouchers for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the area median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with the United States department of housing and urban development's section 8 rental assistance voucher program standards; and

4. Operating costs for emergency shelters and licensed overnight youth shelters.

Construction of new housing is not an "eligible project" if the vacancy rate for available low-income housing within the county, as determined by applying the standard developed by the real estate research center at Washington State University, rises above ten percent.

B. <u>Program Year</u>. The initial Program Year shall begin June 13, 2002 and end August 31, 2003. Subsequent Program Years shall begin September 1 of each year and ending the following August 31.

# Section 2, Emergency Shelter Operations

- A. Fifteen percent of the funds collected in the Snohomish County Affordable Housing Trust Fund each Program Year shall be designated for operating costs of emergency shelters and licensed overnight youth shelters within Snohomish County.
- B. The County will seek advice regarding the selection of award recipients and the administration of Affordable Housing Trust Fund resources for operating costs of emergency shelters and licensed overnight youth shelters from the Participating Municipalities, the City of Everett, and/or from the Policy Advisory Board created by this Agreement. However, the County shall ultimately select the recipients of and administer the allocation of these funds.

# Section 3, City of Everett

- A. The parties acknowledge and agree that the City of Everett is a participating jurisdiction under the U.S. Department of Housing and Urban Development CDBG program and receives a set-aside of HOME funds as a member of the Snohomish County HOME Consortium. The parties further acknowledge and agree that as a recipient of CDBG and HOME funds the City of Everett maintains its own citizen participation process, housing and community development policies and allocation process. As such, the City of Everett has asked the County to disburse directly to the City of Everett a portion of the Affordable Housing Trust Fund equal to the percentage of the County's HOME funds that are disbursed directly to the City of Everett. The City of Everett would like to administer these funds directly through its preexisting process for administering CDBG and HOME funds.
- B. Following the set-aside for emergency shelter operations, of the balance of funds remaining that have been deposited into the Snohomish County Affordable Housing Trust Fund each Program Year, 21 percent shall be allocated to the City of Everett.
- C. Such funds allocated to the City of Everett shall be administered pursuant to the terms of a separate interlocal agreement entered into between the County and the

City of Everett. In the event that the County and the City of Everett fail to enter into such an interlocal agreement or said interlocal agreement is terminated, the funds set-aside for the City of Everett shall revert to the general Affordable Housing Trust Fund and shall be spent pursuant to the terms of this agreement.

# Section 4, Policy Advisory Board and Technical Advisory Committee

- A. An Affordable Housing Trust Fund Policy Advisory Board (hereinafter "Policy Advisory Board") is hereby established. The Policy Advisory Board shall consist of the Snohomish County Executive (or his/her designee); three (3) members of the Snohomish County Council; one (1) Mayor or Council member to represent all Participating Municipalities whose population, independently, is 10,000 or greater; one (1) Mayor or Council member to represent all Participating Municipalities whose population, independently, is between 3,000 and 10,000; one (1) Mayor or Council member to represent all Participating Municipalities whose population, independently, is less than 3,000; one (1) Mayor or Council member to represent all Participating Municipalities at large; and one (1) Snohomish County citizen selected and appointed by the other eight (8) members of the Policy Advisory Board to serve ex officio as Chairperson of the Board. The four members representing Participating Municipalities are each selected and appointed in a manner agreed upon by the units of local government represented. Each Policy Advisory Board member has one vote in the Board's proceedings, except that the ex officio Chairperson votes only in the event of a tie.
- B. The Policy Advisory Board shall adopt bylaws, hold public hearings, and advise the County Council and County Executive in matters of planning and administration of the Affordable Housing Trust Fund including program management policies; countywide and local housing needs; policies and priorities; and public and intergovernmental information and consultation processes. The Policy Advisory Board shall also review and make recommendations to the County Council and County Executive regarding proposed funding applications.
- C. An Affordable Housing Trust Fund Technical Advisory Committee (hereinafter "Technical Advisory Committee") is hereby established. The Technical Advisory Committee shall consist of one (1) representative appointed by each of the Participating Municipalities; two (2) representatives of the County appointed by the Snohomish County Executive; one (1) representative appointed by the Housing Authority of Snohomish County; and eight (8) Snohomish County residents appointed by the Policy Advisory Board to represent the following population groups: two residents representing low-income persons; two residents representing handicapped persons; two residents representing senior citizens; and two residents representing minority persons. Each Committee member has one vote.

- D. The Technical Advisory Committee shall make recommendations to the Policy Advisory Board for the purpose of assisting in assessing funding applications for such characteristics as community need, conformance with adopted plans and priorities, nature and extent of benefit, financial or technical feasibility, or other factors bearing upon the merit of proposals competing for funding.
- E. To the extent possible, the individuals appointed to serve on the Affordable Housing Trust Fund Policy Advisory Board and Technical Advisory Committee created by this agreement shall be the same individuals as those appointed to serve on the Urban County Consortium policy advisory board and technical advisory committee, created by a separate interlocal agreement between the County and the individual Participating Municipalities.

# Section 5, Award and Administration of Affordable Housing Trust Funds

Following the set-asides for emergency shelter operations, as provided in section two of this agreement, and for the City of Everett, as provided in section three of this agreement, the remaining funds deposited into the Snohomish County Affordable Housing Trust Fund each Program Year shall be allocated for eligible projects selected by the County.

- A. Eligible project proposals selected by the County shall be sited outside the boundaries of the City of Everett, unless the County determines that a project proposal to be sited within the City of Everett provides an essential countywide benefit in which case a project may be sited within the boundaries of Everett.
- B. Snohomish County assumes full decision-making authority, including final funding, award selections and policy making.
- C. Awards of all funds administered by the County under this agreement shall be pursuant to written contractual agreements, in the form prescribed by the County, between the County and the participating municipalities or other eligible public and private nonprofit award recipients. All activities receiving such financial assistance shall be carried out in compliance with those agreements and with all other applicable laws and regulations.

# Section 6, Term and Termination of Agreement

A. This agreement shall become effective upon execution by the parties and after it is recorded as required by RCW 39.34.040 and shall remain in full force and effect until August 31, 2008. At the end of the initial term this agreement shall automatically renew for an additional five-year term, and thereafter at successive five-year intervals, unless terminated in writing pursuant to the provisions of Section 6(b).

- B. 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 on all other parties, or such later time as is stated in the notice.
- C. Any other party may terminate this agreement as to that party 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 on all other parties, or such later time as is stated in the notice. Termination by a party other than the County shall not affect the terms of this agreement as to the other parties hereto.

# Section 7, Hold Harmless/Indemnification

Each party agrees to be responsible and assume liability for its own wrongful and negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent allowed by law, and agrees to save, indemnify, defend and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party; and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

## Section 8, Modifications

The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. This agreement may be amended at any time by mutual written agreement of the parties executed with the same formalities as the original agreement.

# Section 9, Governing Law and Venue

This agreement has been and shall be construed as having been entered into and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington and applicable Federal laws and regulations both as to interpretation and performance. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County, unless either party determines that a Federal forum is appropriate to the issues raised.

# Section 10, Notices

Written notices and other written communications by and between the parties hereto shall be addressed as follows unless or until a party hereto has, in writing, communicated a different address to the other party hereto.

### COUNTY:

Snohomish County Planning and Development Services Office of Housing and Community Development, M/S 304 3000 Rockefeller Avenue Everett, WA 98201

# CITY OF ARLINGTON:

238 N. Olympic Arlington, WA 98223

# TOWN OF DARRINGTON:

P.O. Box 397 Darrington, WA 98241

## CITY OF GOLD BAR:

107 5<sup>th</sup> Street Gold Bar, WA 98251

#### TOWN OF INDEX:

P.O. Box 88 Index, WA 98256

## CITY OF LYNNWOOD:

P.O. Box 5008 Lynnwood, WA 98046

#### CITY OF MILL CREEK:

15728 Mill Creek Blvd. Mill Creek, WA 98012

# CITY OF MOUNTLAKE TERRACE:

23204-58<sup>th</sup> Avenue W. Mountlake Terrace, WA 98043

### CITY OF SNOHOMISH:

116 Union Avenue S. Snohomish, WA 98290

#### CITY OF BRIER:

2901-228<sup>th</sup> SW Brier, WA 98036-8399

#### CITY OF EDMONDS:

121-5<sup>th</sup> Avenue N. Edmonds, WA 98020

# **TOWN OF GRANITE FALLS:**

P.O. Box 1440 Granite Falls, WA 98252

# CITY OF LAKE STEVENS:

P.O. Box 257 Lake Stevens, WA 98258

### CITY OF MARYSVILLE:

4822 Grove Street Marysville, WA 98270

#### CITY OF MONROE:

806 West Main Monroe, WA 98272

## CITY OF MUKILTEO:

4480 Chennault Beach Road Mukilteo, WA 98275

#### CITY OF STANWOOD:

10220-270<sup>th</sup> Street NW Stanwood, WA 98292

CITY OF SULTAN:

P.O. Box 750 Sultan, WA 98294 TOWN OF WOODWAY:

23920-113<sup>th</sup> Place W. Woodway, WA 98020

# Section 11, Acquiring, Holding and Disposing of Property

Since the parties are not establishing a separate legal entity to implement this agreement, property acquired in furtherance of the purpose of this agreement shall be acquired and held in the name of the party possessing the same. Upon termination of this agreement, all property shall be retained by the party in possession.

## Section 12, Legal Requirements

Each party shall comply with all applicable federal, state and local laws, rules and regulations in performing this agreement.

## Section 13, No Third Party Beneficiary

It is the specific intent of the parties, and all parties agree, that this agreement shall not confer third party beneficiary status on any non-party, including but not limited to the citizens of either the County or of the Participating Municipalities.

## Section 14, No Joint Venture

This agreement does not create a partnership or joint venture, and in carrying out this agreement, the parties shall act in their individual capacities and not as agents, employees, or partners of one another.

# Section 15, Severability

If any section or provision of this agreement is adjudicated to be invalid, such action shall not affect the validity of any section or provision not so adjudged.

# Section 16, Execution by Counterpart

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of all of the parties reflected hereon as the signatories.

# Section 17, Recordation of Agreement

Pursuant to RCW 39.34.040, this agreement shall be recorded with the Snohomish County Auditor after execution by the parties hereto.

Page 8 of 12

IN WITNESS WHEREOF, the under signed parties have executed this Agreement on the dates indicated:

FOR SNOHOMISH COUNTY	ATTEST
By Paul Rohn S PAUL A. ROBERTS	By Corne merrie
Title Executive Director	Title Executive Admin. ASST
Date Signed 6-8-99	
Approved as to form:	
Cindy Larsen, Deputy Prosecuting Attorney File NoGAGB	
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FOR THE CITY OF ARLINGTON	ATTEST
By Walest Casks	By tacky Peterson  Title Finance Director
By Water Casker Title Mayor	Title Finance Director
Date Signed 12 - 18 - 03	
FOR THE CITY OF BRIER	ATTEST
Ву	Ву
Title	Title
Date Signed	
FOR THE TOWN OF DARRINGTON	ATTEST
Ву	Ву
Title	Title
Date Signed	

IN WITNESS WHEREOF, the under signed parties have executed this Agreement on the dates indicated:

FOR SNOHOMISH COUNTY	ATTEST
Ву	By
Title	Title
Date Signed	
Approved as to form:	
Cindy Larsen, Deputy Prosecuting Attorney File NoGACT-COS	
FOR THE CITY OF ARLINGTON	ATTEST
Ву	By
Title	Title
Date Signed	
FOR THE CITY OF BRIER  By Many Lee Hours	ATTEST By Paula Swishy
Title Wayor	Title City Clark
Date Signed 4-5-64	
FOR THE TOWN OF DARRINGTON	ATTEST
Ву	Ву
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IN WITNESS WHEREOF, the under signed parties have executed this Agreement on the dates indicated:

FOR SNOHOMISH COUNTY	ATTEST
Ву	By
Title	Title
Date Signed	
Approved as to form:  Cindy Larsen, Deputy Prosecuting Attorney	
Cindy Larsen, Deputy Prosecuting Attorney File NoGAGE-GCS	
FOR THE CITY OF ARLINGTON	ATTEST
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FOR THE CITY OF BRIER	ATTEST
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FOR THE TOWN OF DARRINGTON	ATTEST
By Jayee a Jones	Ву
Title Mayor  Date Signed 4-29-2004	Title
Date Signed 4-29-2004	발생님, 함께 발생 모습니다 되었다.

FOR THE CITY OF EDMONDS	ATTEST
By Harden	Ву
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FOR THE CITY OF GOLD BAR	ATTEST
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FOR THE TOWN OF GRANITE FALLS	ATTEST
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FOR THE TOWN OF INDEX	ATTEST
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FOR THE CITY OF LAKE STEVENS	ATTEST
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FOR THE CITY OF GOLD BAR	ATTEST
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FOR THE CITY OF LAKE STEVENS	ATTEST
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FOR THE CITY OF LYNNWOOD	ATTEST
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Title Mayor  Date Signed 1/27/4	
FOR THE CITY OF MARYSVILLE	ATTEST
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FOR THE CITY OF LYNNWOOD	ATTEST
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FOR THE CITY OF MARYSVILLE  By Danis & Karoll	ATTEST
Title <u>Mayor</u> Date Signed <u>4-02-04</u>	By Biece Lein Title Deputy City Clerk
Date Signed 4-02-04	
FOR THE CITY OF MILL CREEK	ATTEST
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FOR THE CITY OF MONROE	ATTEST
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FOR THE CITY OF MOUNTLAKE TERRACE	ATTEST
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FOR THE CITY OF MILL CREEK	ATTEST
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Title City Manager	Title Executive Asst/CityClick
Date Signed 3/16/04	
FOR THE CITY OF MONROE	ATTEST
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FOR THE CITY OF MOUNTLAKE TERRACE	ATTEST
Title City Manager	By
Title City Manager	Title
Date Signed 2/9-/04	

FOR THE CITY OF MURILITEO	ATTEST 12 ,
By Jonard L. DORAN, JR.	By Bowhman
Title MAYOR	CHRISTINA J. BOOGHMAN Title CITY CLERK
Date Signed 1-9-04	
FOR THE CITY OF SNOHOMISH	ATTEST
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Page 12 of 12 Affordable Housing Trust Fund Interlocal Agreement

FOR THE CITY OF MUKILTEO	ATTEST
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FOR THE CITY OF SNOHOMISH	ATTEST
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FOR THE CITY OF STANWOOD  By Zukala  Title Mayor  Date Signed 4-19-04	By Afrida & John Title City Clark
FOR THE CITY OF SULTAN	ATTEST
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FOR THE TOWN OF WOODWAY	ATTEST
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Date Signed Was 2 2003	그 그 그 그렇지 않는 것 같아 없는 것이 없어요. 플레티, 스크