

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SNOHOMISH AND SNOHOMISH COUNTY
CONCERNING ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES
FOR THE NORTH LAKE ANNEXATION AREA WITHIN
THE SNOHOMISH URBAN GROWTH AREA PURSUANT TO RCW 35A.14.296**

1. PARTIES

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the City of Snohomish (“City”), 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 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, INTENT, AND APPLICABILITY

- 2.1 Primary purpose. The purpose of this Agreement is to facilitate the annexation of the North Lake Annexation Area, pursuant to RCW 35A.14.296, herein referred to as the “Annexation Area”, as depicted in Exhibit A and legally described in Exhibit B, and incorporated herein by this reference, and to facilitate the orderly transition of services and, if applicable, responsibility for capital projects from the County to the City at the time of annexation of unincorporated areas of the County to the City.
- 2.2 Orderly transition of services and capital projects. The City and County recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.
- 2.3 Subsequent agreements and interpretations. The Parties recognize that amendments to existing interlocal agreements or government service agreements or subsequent agreements on specific topical subjects relating to annexation and service transition may be executed. In the event that any term or provision in this Agreement conflicts with any term or provision in any subsequent agreement, addendum, or amendment, the term or provision in the subsequent agreement, addendum, or amendment shall prevail unless specifically stated otherwise in this Agreement.

2.4 Applicability. This Agreement applies to the Annexation Area by the City, for that geographic area described in Subsection 2.5.1 of this Agreement and will become operational after the effective date of this Agreement.

2.5 Geographic area for annexation.

2.5.1 This agreement shall only be applicable to that portion of the Snohomish Urban Growth Area (UGA) known as the Annexation Area, as depicted in Exhibit A and legally described in Exhibit B. The Annexation Area is generally described as follows, however, in the event of a discrepancy between the legal description contained in Exhibit B and the description below, Exhibit B governs:

a) The entirety of the Snohomish UGA located north of the City that includes the area east of and including 99th Ave SE, west of and including South Machias Rd, and Tax Parcels 28050100101400, 28050100101300, 28050100101200, and 28050100101500.

2.5.2 The Parties recognize that corrections to the legal description (Exhibit B) or map (Exhibit A) or both may be needed after this Agreement has been effectuated to correct errors in accordance with RCW 36.93.130(3). In the event of any such correction, the Parties authorize the annexation to proceed provided that the Parties concur with the correction and the legal description and map submitted as part of the Notice of Intention to Annex filed with Snohomish County Boundary Review Board under RCW 36.93.130.

2.5.3 The Annexation Area does not contain a public use airport and is not within an airport influence area or an airport compatibility area, nor does the Annexation Area include any 100-year flood hazard areas, Snohomish County transfer of development rights receiving areas, and lands designated as an Urban Center, Transit Pedestrian Village, or Urban Village by the County in its comprehensive plan.

3. GENERAL AGREEMENT REGARDING ANNEXATION

3.1 Applicability of Master Annexation ILA. The Parties recognize the existence of a certain *Interlocal Agreement Between the City of Snohomish and Snohomish County Concerning Annexation and Urban Development Within the Snohomish Urban Growth Area*, effective March 26, 2003, and recorded under Auditor's File #200304070094 ("Master Annexation ILA"), that addresses certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA shall have applicability, force, and effect with respect to the Annexation contemplated herein, except where specifically amended in Section 4 of this Agreement to update language for relevancy and where specific issues are identified that are not contained in the Master Annexation ILA.

3.2 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles; however, in the event of a conflict between such Principles and this Agreement, this Agreement shall prevail. For the purpose of this Agreement, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit C. As used in this Agreement, the term “Six Year Annexation Plan” means the six-year time schedule which will guide annexation goals, as described in the Snohomish County Tomorrow Annexation Principles.

3.3 Compliance with RCW 35A.14.296 – Residential Zoning. Under the annexation method in RCW 35A.14.296, the annexation agreement must ensure for a period of five (5) years after the annexation that any parcel zoned for residential development within the annexed area shall maintain a zoning designation that provides for residential development and that the minimum gross residential density of such parcel(s) not be reduced below the density allowed for by the zoning designation for that parcel prior to annexation.

3.4 Consistency of annexation. If the Snohomish County Council finds that the proposed annexation of the Annexation Area is consistent with this Agreement and the factors and objectives established in RCW 36.93.170 and 36.93.180, that the health, safety, and general welfare of Snohomish County citizens is not adversely affected by the annexation, the County may not oppose the proposed annexation and may transmit to the Boundary Review Board its support of the proposed annexation.

3.5 Public hearings on annexation. In compliance with RCW 35A.14.296(3) and (4), properly noticed hearings on this agreement were held on the following dates:

Snohomish County: _____

City of Snohomish: _____

The public was afforded the opportunity to be heard at all public hearings, and the Parties considered all public comments relating to the City’s annexation prior to approval of this Agreement by their legislative bodies.

3.6 Inclusion of Agreement in Notice of Intention. This Agreement shall be included in the City’s Notice of Intent to annex the Annexation Area to be filed with the Snohomish County Boundary Review Board. The Parties agree that this Agreement evidences the support of each Party for the Annexation.

3.7 Effective date of annexation. The annexation of the Annexation Area by the City shall become effective five (5) days after passage and publication of the City's adoption of an annexation ordinance pursuant to RCW 35A.14.296.

4. AMENDMENTS TO THE MASTER ANNEXATION ILA

4.1 Amendment to Subsection 3.1 of the Master Annexation ILA.

The City and the County agree to delete Subsection 3.1 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

3.1 Urban density requirements. Except as may be otherwise allowed by law, the City agrees to adopt land use designations and zones for the Annexation Area that will ensure that new residential subdivisions and development will achieve a minimum net density¹ of six dwelling units per acre and that will accommodate within its jurisdiction the population, housing, and employment allocation assigned by the County under the GMA for the City and the Annexation Area as established in Appendix B of the Countywide Planning Policies for Snohomish County. Nothing in this subsection shall be deemed as a waiver of the City's right to appeal the assignment of such population and employment allocation under the GMA. After the effective date of an annexation, the zoning adopted by the City for the Annexation Area shall apply to all new permit applications submitted to the City relating to real property within the annexation area.

4.2 Amendment to Section 4 of the Master Annexation ILA.

The City and the County agree to delete Section 4 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

4. PROCESSING OF PERMITS IN THE ANNEXATION AREA

4.1 Definitions. For the purposes of this Agreement, the following definitions apply:

"Building permit application" shall mean an application for permission issued by the authorizing jurisdiction that allows for the construction of a structure, and includes repair, alteration, or addition of or to a structure.

¹ For the purposes of this agreement, minimum net density is the density of development excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, and critical areas and their required buffers. Minimum net density is determined by rounding up to the next whole unit or lot when a fraction of a unit or lot is 0.5 or greater.

“Associated permit application” shall mean an application for mechanical, fire-related, plumbing and/or sign permit for a structure authorized pursuant to a building permit.

“Land use permit application” shall mean an application for any land use or development permit or approval and shall include, by way of example and not by way of limitation, any of the following: subdivisions, planned residential developments, short subdivisions, binding site plans, site plan applications, single family detached unit developments, conditional uses, special uses, rezones, shoreline substantial development permits, grading or land disturbing activity permits, and variances. A “land use permit application” shall not include a “building permit application” except for non-single family building permits for structures greater than 4,000 square feet in size.

“Pending permit applications” shall mean all building permit applications, associated permit applications, and land use permit applications relating to real property located in an annexation area that are either (i) still under review by the County on the effective date of the annexation, or (ii) for which a decision has been issued but an administrative appeal is pending on the effective date of the annexation.

“Permit review phase” shall mean a discrete stage of or discrete activity performed during a jurisdiction’s review of a pending permit application that has logical starting and stopping points. By way of example, and not by way of limitation, applications for subdivisions and short subdivisions are deemed to have the following permit review phases: (i) preliminary plat approval; (ii) plat construction plan approval; (iii) revision, alteration or modification of a preliminary plat approval; (iv) construction inspection; (v) final plat processing; and (vi) final plat approval and acceptance. When it is not clear which activities related to the review of a particular pending permit application constitute a distinct permit review phase, the Parties shall determine same by mutual agreement, taking into account considerations of convenience and efficiency.

4.2 City consultation on County land use permit applications. After the effective date of this Agreement, the County agrees to give the City timely written notice and opportunity to view all land use permit applications (as that term is defined in Subsection 4.1 of this Agreement) inside the Annexation Area. When required and provided for in Title 30 of Snohomish County Code, the County will invite City staff to attend meetings between County staff and the applicant relating to such permit applications.

4.3 Review of County land use permit applications. The County will review all land use permit applications under County jurisdiction in the Annexation Area consistent with all applicable laws, regulations, rules, policies, and agreements including, but not limited to, the applicable provisions of this Agreement, the State Environmental Policy Act (Chapter 43.21C RCW) and the Snohomish County Code.

4.4 Permits issued by County prior to effective date of annexation. All building permits, associated permits, and land use permits and approvals relating to real property located in the Annexation Area that were issued or approved by the County prior to the effective date of the annexation shall be given full effect by the City after the annexation becomes effective. Any administrative appeals of such decisions that are filed after the effective date of the annexation shall be filed with the City and handled by the City pursuant to the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance on appeals of decisions made by the County prior to the effective date of the annexation.

4.5 Enforcement of County conditions. Any conditions imposed by the County relating to the issuance or approval of any of the permits described in Subsection 4.4 shall be enforced by the City after the effective date of the annexation to the same extent the City enforces its own permit conditions. The County agrees that it shall reasonably make its employees available, at no cost to the City, to provide assistance in enforcement of conditions on permits originally processed and issued by the County.

4.6 Pending permit applications.

4.6.1 Vesting. The Parties agree that any complete building permit application, associated permit application or land use permit application relating to real property located in the Annexation Area that is submitted to the County prior to the effective date of the annexation and that has vested under Washington statutory, common law, or the Snohomish County Code shall remain subject to the development regulations of the County that were in effect at the time the permit application was deemed complete by the County, notwithstanding any subsequent annexation.

4.6.2 Automatic transfer of authority regarding permits. The Parties understand and agree that the police power relating to real property located in the Annexation Area automatically transfers from the County to the City on the effective date of the annexation. The Parties understand and agree that it is the police power that provides local jurisdictions with the authority to impose and implement building and land use regulations. Accordingly, the Parties understand and agree that, as a matter of law, all responsibility for and authority over pending permit applications automatically transfers from the County to the City on the effective date of the annexation.

4.6.3 Completing the active phase of review. The Parties agree that to facilitate an orderly transfer of pending permit applications to the City after the effective date of the annexation, it is desirable for the County to continue processing all

pending permit applications through the completion of the permit review phase that was in progress on the effective date of the annexation. Accordingly, beginning on the effective date of the annexation governed by this Agreement, the County shall act as the City's agent for the limited purpose of reviewing and processing all pending permit applications until such time as County personnel have completed the permit review phase that was in progress on the effective date of the annexation at issue. Upon completion of such permit review phase relating to any particular pending permit application, the County shall transfer all materials relating to the pending permit application to the City. After such transfer, the City shall perform all remaining permit review, approval, and issuance activities.

4.6.4 Administrative appeals. Notwithstanding anything to the contrary contained in Subsection 4.6.3, the Parties agree that it is not desirable for the County's quasi-judicial hearing officers or bodies to act as agents for the City for the purposes of hearing and deciding administrative appeals of permit decisions on behalf of the City, but it is also not desirable to disrupt an administrative appeal that is already in progress on the effective date of the annexation. Accordingly, if the permit review phase that was in progress on the effective date of the annexation was an administrative appeal of a decision made by the County, then that administrative appeal shall be handled as follows:

- (i) If the appeal hearing has not yet occurred as of the effective date of the annexation, then all materials related to the appeal shall be transferred to the City as soon as reasonably possible after the effective date of the annexation and the appeal shall be handled by the City pursuant to the procedures specified in the City's municipal code. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals for decisions that were made by the County prior to the effective date of the annexation;
- (ii) If the appeal hearing has already occurred as of the effective date of the annexation, but no decision has yet been issued by the County's quasi-judicial hearing officer or body, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision regarding the administrative appeal on behalf of the City; or
- (iii) If a decision regarding the administrative appeal was issued by the County's quasi-judicial hearing officer or body prior to the effective date of the annexation, but a timely request for reconsideration was properly filed with the County prior to the effective date of the

annexation, then the County's quasi-judicial hearing officer or body shall act as an agent for the City and issue a timely decision on reconsideration on behalf of the City.

4.6.5 Effect of decisions by the County regarding permit review phases. The City shall respect and give effect to all decisions made in the ordinary course by the County regarding those permit review phases, as defined in Subsection 4.1, for a pending permit application within the Annexation Area that are completed by the County prior to the effective date of such annexation, or on behalf of the City after the effective date of annexation. Nothing herein shall deny the City its right to appeal, or continue an existing appeal, of any appealable decision made by the County prior to the effective date of an annexation.

4.6.6 Proportionate sharing of permit application fees. The Parties agree to proportionately share the Title 30 Snohomish County Code (SCC) permit application fees for pending permit applications. Proportionate shares will be calculated based on the County's permitting fee schedule. Relating to each pending permit application, the County shall retain that portion of the permit application fees that may be allocated to the phases of review completed by the County prior to the effective date of the annexation. In compensation for the County's work in reviewing pending permit applications on behalf of the City, the County shall also retain that portion of the Title 30 SCC permit application fees that may be allocated to the phase(s) of review completed by the County while acting as an agent of the City. Within a reasonable time after the completion of a permit review phase, the County shall transfer to the City any remaining portion of the Title 30 SCC permit application fees collected, which shall be commensurate with the amount of work left to be completed relating to the pending permit application at the time the pending permit application is transferred to the City.

4.6.7 Deferred impact fees. Impact fees that were deferred under the provisions of Chapter 30.66A, 30.66B, or 30.66C SCC for building permits issued by the County on properties within the Annexation Area prior to the effective date of the annexation shall be owed to the County per the requirements of the liens recorded against those properties. For permit applications submitted to the County but not yet issued prior to the effective date of the annexation, the City agrees to review any requests for impact fee deferral that were submitted to the County.

4.6.8 Dedications or conveyances of real property. The Parties acknowledge and agree that after the effective date of the annexation the County Council will have no authority to accept dedications or other conveyances of real property to the public relating to real property located in the area that has been annexed by the City; provided, however, that the County may accept dedication or other

conveyances of real property when granted, dedicated, or otherwise conveyed specifically to Snohomish County, for such purposes, that include but are not limited to, expanding County owned and operated facilities that were retained by the County within the annexed area. Accordingly, notwithstanding anything to the contrary contained elsewhere in this Section 4, after the effective date of the annexation governed by this Agreement, the approval and acceptance of final plats, final short plats, or other instruments or documents dedicating or conveying to the public an interest in real property located in the annexed area will be transmitted to the City for acceptance by the City.

4.7 Judicial appeals of permit decisions. The County shall protect, save harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that were issued by the County prior to the effective date of the annexation. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers and agents, from any loss or claim for damages of any nature whatsoever arising out of land use decisions regarding building permit applications, associated permit applications, and/or land use permit applications relating to real property located in the Annexation Area that are issued after the effective date of the annexation. The term "land use decision" as used in this Subsection 4.7 is the same as the definition of "land use decision" as defined in RCW 36.70C.020(2). The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to provide assistance to the City on appeals of decisions issued by the County prior to the effective date of the annexation or in its capacity as an agent of the City.

4.8 Permit renewal or extension. After the effective date of annexation, any request or application to renew or extend a building permit, an associated permit or a land use permit relating to real property located in the annexed area shall be submitted to and processed by the City, regardless of whether such permit was originally issued by the County or the City.

4.9 Administration of bonds. The County's interest in any outstanding performance security, maintenance security or other bond or security device of the bond or security device at issue or for some other reason, then the County shall continue to administer the bond or security device until the earlier to occur of the following: (i) the work guaranteed by the bond or security device has been properly completed; (ii) the City has been provided with an acceptable substitute bond or security device; or (iii) the bond or security device has been foreclosed. For bonds and security devices that the County continues to administer after the

effective date of annexation, the City shall notify the County when either the work guaranteed by the bond or security device is completed, or when the City is provided with an acceptable substitute bond or security device, at which time the County shall release the original bond or security device. Should it become necessary to foreclose any bond or security device the County continues to administer after the effective date of annexation, the Parties shall cooperate to perform such foreclosure.

4.10 Building and land use code enforcement cases. Any pending building or land use code enforcement cases relating to real property located in the Annexation Area will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City at the City's discretion. The County agrees that it shall reasonably make its employees available as witnesses at no cost to the City if necessary to prosecute transferred code enforcement cases. Upon request, the County agrees to provide the City with copies of any files and records related to any transferred case.

4.3 Amendment to Section 5 of the Master Annexation ILA.

The City and the County agree to delete Section 5 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

5. RECORDS TRANSFER AND ACCESS TO PUBLIC RECORDS FOLLOWING ANNEXATION.

5.1 Records to be transferred. Prior to and following the annexation, and upon the City's request in writing, copies of County records relevant to jurisdiction, the provision of government services, and permitting within the Annexation Area may be copied and transferred to the City in accordance with the procedure identified in Subsection 5.2 of this Agreement. Said records shall include, but are not limited to, the following records from the Snohomish County Department of Public Works, the Snohomish County 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, GIS data and maps in both printed and electronic versions, 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, permitting 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 records withheld and the basis for withholding each record.

5.2 Procedure for copying. The City records staff shall discuss with the County records staff the types of records identified in Subsection 5.1 of this Agreement that are available for the annexed area, the format of the records, the number of records, and any additional information pertinent to a request of records. Following this discussion, the County shall provide the City with a list of the available files or records in its custody. The City shall select records from this list and request in writing their transfer from the County to the City. The County shall have a reasonable time to collect, copy, and prepare for transfer 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.

5.3 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.

5.4 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 their retention and destruction as set forth in Subsection 5.5 of this Agreement.

5.5 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.

5.6 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 42.56 RCW and other applicable law. If the County considers any portion of a record provided to the City to be confidential, the County shall clearly identify the portion of the record it claims to be confidential. If the City receives a request for any portion of a record the County has identified as confidential, the City agrees to withhold from disclosure documents which the County has requested remain confidential and not be disclosed where disclosure is not, in the City's sole determination, mandated by law. In the event the City determines the release of the record is required, the City shall notify the County (i) of the request and (ii) of the date the record will be released unless the County obtains a court order to enjoin the disclosure pursuant to RCW 42.56.540. If the County fails to timely obtain a court order, the City will release the record on the date specified.

4.4 Amendment to Subsection 8.1 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.1 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

- 8.1 Annexation of County right-of-way. Except for noncontiguous municipal purpose annexations under RCW 35.13.180 or 35A.14.300, the City, pursuant to RCW 35A.14.410, agrees to annex all County right-of-way within and adjacent to this annexation area. As used in section 8 of this agreement, “County right-of-way” means “County right-of-way” as defined in SCC 13.02.340. The City agrees to assume full ownership, legal control, maintenance, monitoring, and other responsibility for all County right-of-way and associated drainage facilities within the annexed area upon the effective date of annexation, unless otherwise mutually agreed in writing.

- 4.5 Amendment to Subsection 8.4.2 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.4.2 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

8.4.2 Transfer of concurrency and road impact mitigation fees payments. The County collects impact fees payments as a condition of land development permits pursuant to Chapter 30.66B of the Snohomish County Code (SCC) for system improvements identified in the Transportation Element (TE) of the County’s Comprehensive Plan and the road system impact fee cost basis established in the County’s Transportation Needs Report (TNR). Where the annexation area includes system improvement(s) for which impact fees have been collected and which remain programmed for improvement(s), the County and City will negotiate fee transfers of all or a portion of these payments to the City for the improvements. Since the City is not annexing any impact fee cost basis system improvements as part of this annexation, no impact fees collected by the County will be transferred to the City.

- 4.6 Amendment to Subsection 8.4.3 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.4.3 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

8.4.3 Reimbursement for capital facilities investment. There will be no reimbursement from the City to the County for existing capital improvements included in this annexation area. However, the County and the City may agree to develop separate agreements for cost sharing for new capital improvement

projects.

4.7 Amendment to Subsection 8.6 of the Master Annexation ILA.

The City and the County agree to delete Subsection 8.6 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

8.6 Maintenance Services. Any County maintenance within the Annexation Area after the effective date of the Annexation will be by separate service agreement negotiated between the Parties. However, once the annexation is approved, a segment of South Machias Rd. approximately 600 feet in length, from where the southeastern most point of the North Lake Annexation meets South Machias Road northward to where South Machias Road intersects with Old Machias Road will be isolated from the rest of the City street system. The Parties agree that the County can more efficiently provide basic maintenance services for this section of roadway until the time that this section of roadway is connected to the rest of City street system or when more of South Machias Road is annexed. The Parties agree to negotiate and enter into an intergovernmental services agreement for the maintenance of this section of roadway to be executed as soon as is practicable after approval of the annexation.

4.8 Amendment to Subsection 9.1 of the Master Annexation ILA.

The City and the County agree to delete Subsection 9.1 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

9.1 Legal control and maintenance responsibilities. If an annexation area includes surface water management improvements or facilities (i) in which the County has an ownership interest, (ii) over or to which the County has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the County has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the City, effective by the date of the annexation, except as otherwise negotiated between the Parties. The County agrees to provide a list of all such known surface water management improvements and facilities to the City.

4.9 Amendment to Subsection 9.2 of the Master Annexation ILA.

The City and the County agree to delete Subsection 9.2 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

9.2 Taxes, fees, rates, charges and other monetary adjustments. The City 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 an annexation, the City 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 City intends for the County to continue providing surface water services beyond the calendar year after annexation, a separate interlocal agreement must be negotiated between the Parties.

4.10 Additional amendments to Section 9 of the Master Annexation ILA.

The City and the County agree to add new subsections 9.4, 9.5, and 9.6 to Section 9 of the Master Annexation ILA as follows for this Agreement only:

9.4 Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit. The Parties acknowledge that upon the effective date of any annexation, the annexation area will become subject to the requirements of the City's Phase II NPDES Municipal Stormwater Permit, and will no longer be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit. Notwithstanding the County's continued provision of stormwater management services in an annexation area pursuant to Subsection 9.2, the City expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the City shall be solely responsible for ensuring the requirements of the City's NPDES Permit are met relating to the annexation area, and (ii) any stormwater management services the County continues to provide in the annexation area pursuant to Subsection 9.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the City's Phase II NPDES Permit.

9.5 Access during remainder of calendar year in which annexation occurs. To ensure the County is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2, the City shall provide the County with reasonable access to all portions of the annexation area in which such services are to be performed.

9.6 Surface Water Facility Data. In addition to the list of County facilities and assets provided in Subsection 9.1, the County shall provide:

9.6.1 Available data on surface water facilities which the County has in its database, which may include but not be limited to: inspection and maintenance records, spatial and attribution data (ArcGIS), As-Built construction plans, ownership status (private, public), and current maintenance responsibility.

9.6.2 Available data on surface water programs concerning the annexation area, which may include but not be limited to: drainage complaints; water quality complaints; business inspections; facility inspections; education and outreach; monitoring; salmon recovery; and special studies.

4.11 Amendment to Section 12 of the Master Annexation ILA.

The City and the County agree to delete Section 12 of the Master Annexation ILA in its entirety and replace it with the following language for this Agreement only:

12. FIRE MARSHAL SERVICES.

12.1 Fire Marshal services after annexation. After the effective date of the annexation, the County shall no longer be responsible for fire inspections, fire code enforcement, or fire investigations within the annexed area, unless there is an established interlocal agreement for these services. Any further actions or enforcement will be at the discretion of the City.

5. 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.

6. DISPUTE RESOLUTION

Except as herein provided, no civil action relating to any dispute, claim or controversy arising out of or relating to this Agreement 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 jurisdiction shall be responsible for the costs of their own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties agree to mediate any disputes regarding the annexation process or responsibilities of the parties prior to any Boundary Review Board hearing on a proposed annexation, if possible.

7. HONORING EXISTING AGREEMENTS

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.

8. RELATIONSHIP TO EXISTING LAWS AND STATUTES

- 8.1 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 Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the Parties do not intend to abrogate the decision-making responsibility or police powers vested in them by law.
- 8.2 Without limitation of the foregoing, nothing in this Agreement shall be construed as waiving, abridging or otherwise limiting the future legislative discretion or authority of either the Snohomish County Council or the Snohomish City Council.

9. EFFECTIVE DATE, DURATION AND TERMINATION

- 9.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has: (i) been duly executed by both parties, and (ii) has either been filed with the County Auditor or posted on the County's Interlocal Agreements website.
- 9.2 Duration. This Agreement shall be in full force and effect through December 31, 2040. If the parties desire to continue the terms of the existing Agreement after the Agreement is set to expire, the parties may either negotiate a new agreement or extend this Agreement through the amendment process.
- 9.3 Termination. Either party may terminate this Agreement upon ninety (90) 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.

10. INDEMNIFICATION AND LIABILITY

- 10.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, at its own expense, the County, its elected and appointed officials, officers, employees, volunteers, and agents, from any loss, suit or claim (collectively "Claims") 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 caused solely by the negligence of the County, its elected and appointed officials, officers, employees, volunteers, or agents. The City's obligations under this Subsection 10.1 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "County Enactments") originally enacted by the County. The forgoing exclusion does not include any Enactments that are subsequently adopted by reference by the City.

- 10.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend at its own expense, the City, its elected and appointed officials, officers, employees, volunteers, and agents from any loss, suit or claim (collectively "Claims") 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 of the City, its elected and appointed officials, officers, employees, volunteers, or agents. The County's obligations under this Subsection 10.2 shall expressly exclude any Claims challenging or otherwise concerning the validity and/or substantive content of any ordinances, regulations, policies or rules (collectively "City Enactments") originally enacted by the City.
- 10.3 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the Parties, 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 Parties, their officers, officials, employees, and volunteers, each party's liability hereunder shall be only to the extent of that party's negligence.
- 10.4 Industrial Insurance. For purposes of indemnification only, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.
- 10.5 Hold harmless. No liability shall be attached to the City or the County by reason of entering into this Agreement except as expressly provided herein. The City shall hold the County harmless and defend at its expense any legal challenges to the City's requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City 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, and any liability for any loss or claim of damage of any nature whatsoever arising out of the County's processing of building permit applications, associated permit applications and land use permit applications prior to annexation.

10.6 Survivability. The provisions of this subsection shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the effective term hereof.

11. 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.

12. 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.

13. 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. Public records will be retained and destroyed according to Subsection 5.5 of the Master Annexation ILA, as amended in Section 4.3 of this Agreement.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning annexation within the Annexation Area, except as set forth in Subsection 2.3 and Sections 3 and 4 of this Agreement.

15. 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.

16. CONTINGENCY

The obligations of the Parties 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 City or County may terminate the Agreement under Subsection 9.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

17. FILING

A copy of this Agreement shall be filed with the Snohomish City Clerk and posted on the Snohomish County website pursuant to RCW 39.34.040.

18. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Brooke Eidem, Planning Director
City of Snohomish
City Hall
116 Union Avenue
Snohomish, WA 98290
(360) 568-3115

Mike McCrary, Director
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3311

19. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

20. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the Party for which they are signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein and that this Agreement is enforceable in accordance with its terms.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below or when the provisions of Subsection 9.1 are met, whichever date is later.

THE CITY:

The City of Snohomish, a Washington municipal corporation

By _____
Name: _____
Title: _____

Date: _____

THE COUNTY:

Snohomish County, a political subdivision of the State of Washington

By _____
Name: _____
Title: _____

Date: _____

ATTEST:

City Clerk/Treasurer

Approved as to Form:

City Attorney

ATTEST:

Clerk of the County Council

Approved as to Form:

Deputy Prosecuting Attorney

Reviewed by Risk Management:

APPROVED () OTHER ()

Explain.

Signed: _____

Date: _____

EXHIBIT B – LEGAL DESCRIPTION OF ANNEXATION AREA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 5 EAST AND THE NORTHEAST QUARTER, NORTHWEST QUARTER, SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 6 EAST AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 28 NORTH, RANGE 6 EAST WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 150 FEET OF THE SOUTH HALF OF THE EAST HALF OF THE EAST HALF OF GOVERNMENT LOT 1 OF SAID SECTION 1 BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 2052; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF GOVERNMENT LOT 1 OF SAID NORTHEAST QUARTER SECTION 1, TO THE EAST MARGIN OF 99TH AVE SE (LAKE ST);
THENCE SOUTH ALONG THE EAST MARGIN OF 99TH AVE SE (LAKE ST) TO THE NORTH LINE OF SNOHOMISH COUNTY SHORT PLAT 148 (3-78), AUDITORS FILE NUMBER 7804280348;
THENCE EAST ALONG SAID NORTH LINE OF SAID SHORT PLAT 148 (3-78) TO THE EAST LINE OF SAID SHORT PLAT 148 (3-78);
THENCE SOUTH ALONG THE EAST LINE OF SAID SHORT PLAT 148 (3-78) TO NORTH LINE OF THE SOUTH FIVE ACRES OF THE WEST HALF OF GOVERNMENT LOT 4 OF SAID NORTHWEST QUARTER SECTION 6;
THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 5 ACRES TO THE EAST LINE OF SAID WEST HALF GOVERNMENT LOT 4;
THENCE SOUTH ALONG THE EAST LINE OF THE SOUTH HALF OF THE WEST HALF OF SAID GOVERNMENT LOT 4 TO THE SOUTH LINE OF THE NORTH 396 FEET OF SAID GOVERNMENT LOT 4;
THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 396 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4;
THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID GOVERNMENT LOT 4 TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 4 TO THE WEST LINE OF GOVERNMENT LOT 3 OF SAID NORTHWEST QUARTER SECTION 6;
THENCE SOUTH ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 TO THE NORTH LINE OF THE SOUTH 284 FEET OF SAID GOVERNMENT LOT 3;
THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH 284 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3;
THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 3

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH AND SNOHOMISH COUNTY CONCERNING ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES FOR THE NORTH LAKE ANNEXATION AREA WITHIN THE SNOHOMISH URBAN GROWTH AREA PURSUANT TO RCW 35A.14.296

TO THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3;
THENCE EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID GOVERNMENT LOT 3 TO THE EAST LINE OF SAID GOVERNMENT LOT 3;
THENCE SOUTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 3;
THENCE EAST ALONG THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID NORTHEAST QUARTER OF SECTION 6 TO THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 2;
THENCE NORTH ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 TO THE NORTHWEST CORNER OF EXHIBIT "D" OF BOUNDARY LINE ADJUSTMENT NUMBER 119-84 AUDITOR FILE NUMBER 8410300330;
THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID EXHIBIT "D" TO A POINT OPPOSITE OF HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) LM 322+00 ON THE LM LINE SURVEY OF SR 2, FOBES HILL TO WESTWICK ROAD AND 180 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES LM 323+00 ON SAID SURVEY LINE AND 180 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHERLY TO A POINT OPPOSITE HES LM 324+00 ON SAID SURVEY LINE AND 320 FEET WESTERLY THEREFROM TO THE NORTHEASTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 AUDITOR FILE NUMBER 201311150461;
THENCE NORTHWESTERLY TO THE EASTERLY MARGIN OF OLD MACHIAS ROAD;
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF BOUNDARY LINE ADJUSTMENT 12-110745 TO A POINT 76.70 FEET, MORE OR LESS, WESTERLY OF AND PERPENDICULAR TO MR STATION 11 +50 OF SNOHOMISH COUNTY ENGINEER'S SURVEY #2464, SNOHOMISH-MACHIAS ROAD REVISION RIGHT OF WAY PLAN DA TED JULY 1981;
THENCE SOUTHEASTERLY TO THE EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO A POINT THAT IS 30.00 FEET RIGHT OF MR STATION 11+00 OF SAID SURVEY #2464;
THENCE SOUTHERLY ALONG THE SAID EASTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 TO THE EAST LINE OF SAID SECTION 6;
THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6 TO A POINT ON THE WESTERLY MARGIN OF SNOHOMISH-MACHIAS ROAD, BEING A POINT ON THE EXISTING CITY LIMITS OF SNOHOMISH, CITY OF SNOHOMISH ORDINANCE NUMBER 1710;
THENCE WESTERLY, NORTHERLY, SOUTHERLY AND EASTERLY ALONG THE EXISTING CITY LIMITS OF SNOHOMISH, ORDINANCE NUMBERS 1710, 1853, AND 2052 TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOHOMISH AND SNOHOMISH COUNTY CONCERNING ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES FOR THE NORTH LAKE ANNEXATION AREA WITHIN THE SNOHOMISH URBAN GROWTH AREA PURSUANT TO RCW 35A.14.296

EXHIBIT C – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a “roadmap” for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County’s current delivery of municipal services within the urban growth area while strengthening the County’s regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county’s Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.
2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

The report to the county council should be based upon each city’s internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads’ priority within the county’s current 6-year road plan. Where financing and other considerations are not compelling, the city and county may “re-visit” the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and

the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.
5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)
6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
 - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
 - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
 - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

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