



**CITY COUNCIL WORK SESSION
MONDAY, MAY 4, 2026 — 7:00 PM
501 DELTA AVENUE
MARYSVILLE, WA 98270**

AGENDA

To listen to the meeting without providing public comment:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/29183429449985?p=Gvrc8twB15fSB5KfD6>

Meeting ID: 291 834 294 499 85

Passcode: 8i6sd6sN

Call to Order

Pledge of Allegiance

Roll Call

Approval of the Agenda

Presentations

1. Legal Department — Managing Records and Information to Deliver Municipal Services

Discussion Items

2. Project Cascade Arlington-Marysville Interlocal Agreement

Approval of Minutes (Written Comment Only Accepted from Audience)

Consent

Review Bids

Public Hearing

New Business

Legal

Mayor's Business

Staff Business

Call on Councilmembers and Committee Reports

Adjournment/Recess

Executive Session

Reconvene

Adjournment

Special Accommodations: The City of Marysville strives to provide accessible meetings for people with disabilities. Please contact the City Clerk's office at (360) 363-8000 or 1-800-833-6384 (Voice Relay), 1-800-833-6388 (TDD Relay) two business days prior to the meeting date if any special accommodations are needed for this meeting.



Agenda Bill

AGENDA ITEM NO. 1.

DATE: May 4, 2026

SUBMITTED BY: Tina Brock, City Clerk

PRESENTED BY: Jon Walker, City Attorney
Rochelle Barker, Legal Services Manager
Tina Brock, City Clerk

ITEM TYPE: Presentation

AGENDA SECTION: Presentations

SUBJECT:

Legal Department — Managing Records and Information to Deliver Municipal Services

SUGGESTED ACTION:

SUMMARY:

ATTACHMENTS:

None



Agenda Bill

AGENDA ITEM NO. 2.

DATE: May 4, 2026

SUBMITTED BY: Emily Morgan, Senior Planner

PRESENTED BY: Jeff Wilson, Community Development Director

ITEM TYPE: Discussion Item

AGENDA SECTION: Discussion Items

SUBJECT:
Project Cascade Arlington-Marysville Interlocal Agreement

SUGGESTED ACTION:

SUMMARY:

Project Cascade is a proposed development of an approximate 1.2+/- million sq. ft. warehouse/distribution type facility on contiguous parcels and crosses the city limits lines of Marysville and Arlington. The subject site(s) is located in the northeast corner of the city within the CIC (see attached site plan). Approximately 80-+% of the project will lie within the City of Arlington and the balance within the City of Marysville. The project applicant will be Panattoni Development.

Since the proposed development of a single building will be built across the city limits of Maryville and Arlington, an ILA between Maryville and Arlington will be necessary to address several issues of jurisdiction, permitting responsibilities and development standards together with other complimentary issues. The proposed draft is attached and is being presented to both city councils in study sessions (Marysville on 5/4; and Arlington on 5/11) to review the draft language to reach a consensus for the agreement, which would then be brought back for approvals by both councils no later than the first available meeting in June, provided there are not substantive changes by either jurisdiction which would require further review.

The substantive issues/authorities in the ILA to be addressed are:

Establishing the Lead Agency for Environmental Review (City of Arlington). Guidance provided by the WAC's.

Address mitigation measures to address traffic improvements (impact fees according to the existing development agreement for the CIC

Address off-site street improvements required to support the project traffic, etc.

Establishing the City of Arlington as the lead for the review and issuance of permits.

Since the site development and structure will exist across city limit lines, a single permitting authority should be established for consistency. Arlington would be responsible for permit issuance, but all permitting agencies (Cities, Fire Districts, etc.) who have permitting responsibilities would have a role in the review and commenting on the permit applications prior to issuance. Items covered by this include but are not limited to:

Civil permit reviews (excluding rights-of-way)

Building and fire permits

All on-site civil and building inspections

Creating a mechanism for each city to collect appropriate permit review fees to cover staff review time

Establishing permit review timelines, etc

Establishing that all right-of-way permits and improvements would be reviewed and issued by the respective jurisdiction.

Establishing responsibility for providing water and sewer service. Arlington is the most appropriate agency to provide these services, but in order to do so, both Marysville and Arlington will have to amend their comprehensive water and sewer service boundaries to have the subject property completely within Arlington's service boundary. This will require an amendment to each City's Comprehensive Plan (Capital Facilities) element. This will also likely involve a provision on how to address utility fee revenues.

Potential for the requirement of a Boundary Line Adjustment to have the project located on a single parcel. This issue is still under discussion by the respective City's attorneys.

Establishing the procedures and standards for issuance of Temporary and Final Certificates of Occupancy. Arlington would be the issuing agency.

Establishing the process and procedures for review and issuance of subsequent permits after issuance of the initial Final Occupancy Permit. Since the project will exist in perpetuity within both Marysville and Arlington, we have to define how future permits will be addressed.

Effective Date of Agreement and mechanisms to amend or terminate.

Liability protections.

Dispute Resolution procedures.

Maintenance of records.

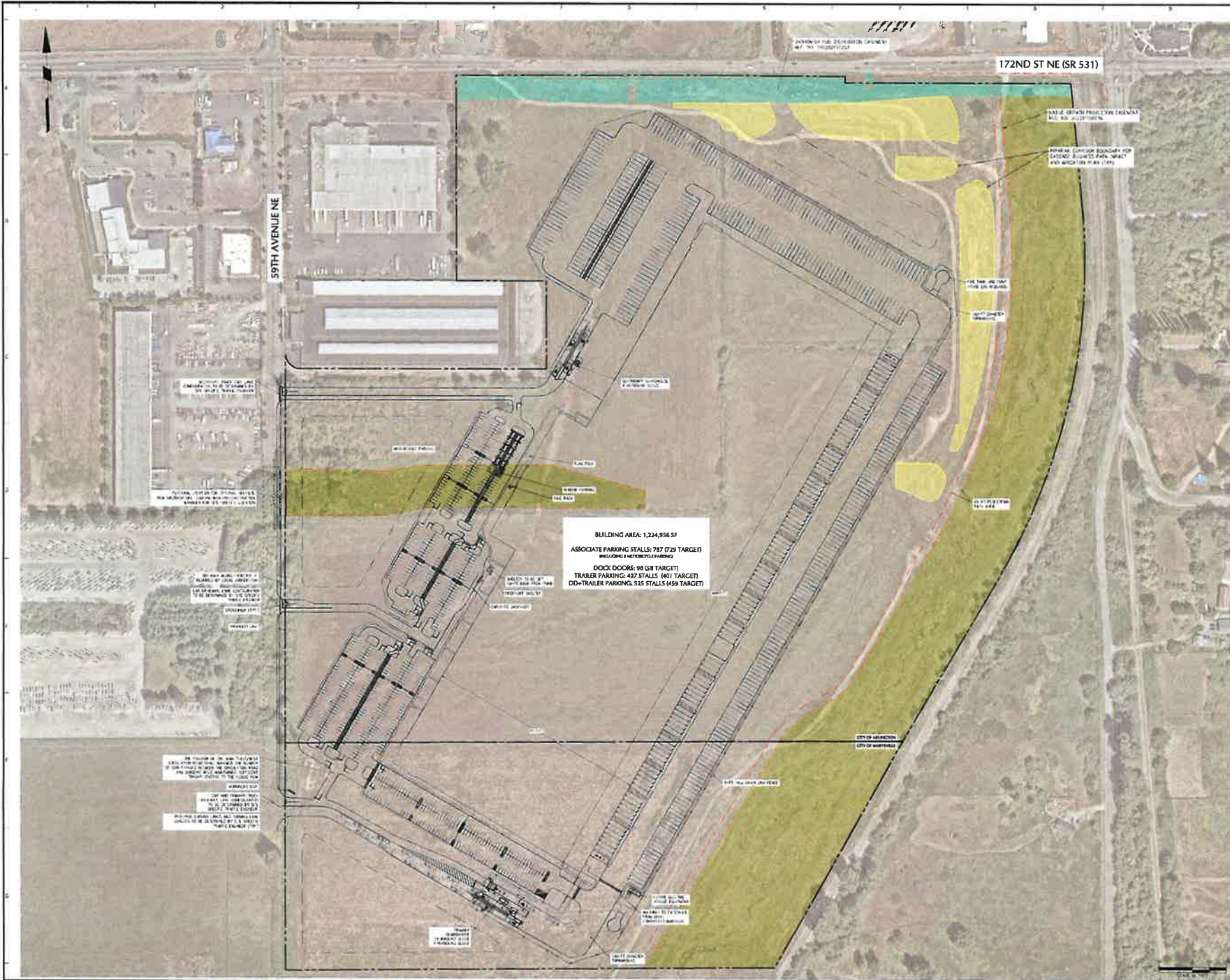
Other general legal standards and requirements.

Staff anticipates bringing the ILA back to council for action at the May 26th meeting, with allowance for staff to make non-substantive changes to address council comments

or minor changes requested by the City of Arlington, subject to any substantive changes made by the City of Arlington at their May 11th work session.

ATTACHMENTS:

Project Cascade Panattoni Site Plan, Sewer Service Area Map with Project Cascade, Water Service Area Map with Project Cascade, Marysville-Arlington Project Cascade Permitting DRAFT Interlocal for council workshop



- INDEX
- 1 DRAFT CONCEPTUAL SITE LAYOUT FOR PLANNING PURPOSES ONLY
 - 2 AERIAL IMAGE OBTAINED FROM AIRPHOTO
 - 3 PROPERTY LINES, WETLAND LIMITS, AND SITE FEATURES ARE APPROXIMATE AND OBTAINED FROM CS

Date	Description	No.
	Revisions	

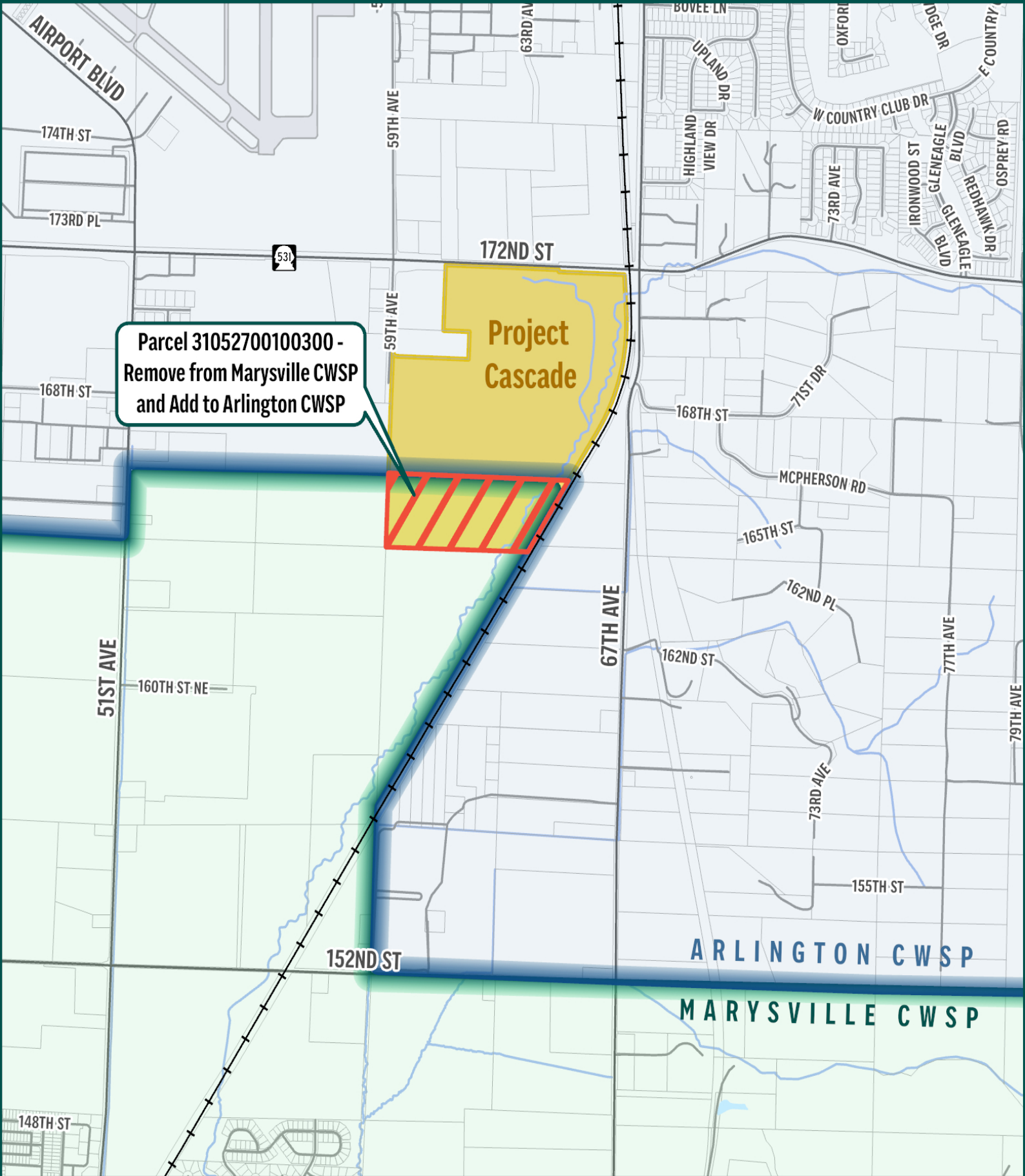
DRAFT
08/08/2025

LANGAN
Langan Engineering and
Environmental Services LLC
300 Kanaal Drive
Pasadena, NJ 07654
T 873.965.4900 F 973.589.4901 www.langan.com

PROJECT CASCADE
ENHANCING COMMUNITY WASHINGTON
CONCEPTUAL SITE
PLAN 3 (AERIAL)

Project No.	151249001	Drawing No.	CP-03 CS101
Site	000000001	Drawn By	CD
Checked By	CD	Sheet 1 of 1	

Project No. 151249001

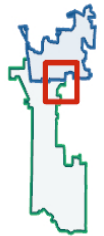


Parcel 31052700100300 -
Remove from Marysville CWSP
and Add to Arlington CWSP

Project
Cascade

ARLINGTON CWSP

MARYSVILLE CWSP



-  Marysville CWSP Removal
-  Project Cascade Boundary
-  Existing Marysville CWSP
-  Existing Arlington CWSP



INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF ARLINGTON FOR THE PROJECT CASCADE DEVELOPMENT

I. PARTIES AND CITATIONS

This interlocal agreement (hereinafter "AGREEMENT") is entered into between the City of Marysville (hereinafter "MARYSVILLE") and the City of Arlington (hereinafter "ARLINGTON") pursuant to chapter 36.70A RCW (the Growth Management Act, hereinafter "Act"), Chapter 43.21C RCW (SEPA), Chapter 39.34 RCW (the Interlocal Cooperation Act, hereinafter "ICA") which authorizes jurisdictions to enter into agreements with one another for joint or cooperative action. Individually, MARYSVILLE and ARLINGTON are a "Party" or a "City" and collectively the "Cities" or "Parties".

II. PURPOSE AND RECITALS

A. Panattoni Development has proposed a large commercial project known as CASCADE which would be located within the jurisdictional boundaries of both MARYSVILLE and ARLINGTON. As proposed, CASCADE, will be located on Snohomish County tax parcel numbers 31052700100300 and 31052700400300 in MARYSVILLE, and on Snohomish County tax parcel number 31052700100100 in ARLINGTON (collectively the "Subject Property"). As proposed, approximately 87% of CASCADE will be located in ARLINGTON and 13% will be located in MARYSVILLE. If CASCADE moves forward, the Parties will require the applicant to prepare a survey of the project footprint (building and site improvements) and land area within each jurisdiction prior to the issuance of an occupancy permit for the building. This Agreement is necessary to address the complexity of CASCADE.

B. This Agreement is intended to address several purposes:

1. Because CASCADE is located on multiple parcels across jurisdictional lines, the Parties will need to agree on a method to address (a) building setbacks and (b) the potential for a segregation of one of the parcels in a future sale. This is contemplated to be accomplished through covenants, a boundary line adjustment, variances, or some combination of these methods. After the submission of an application for CASCADE, the Parties will cooperate to determine the appropriate method(s) to address these issues.

2. The Coordinated Water System Plan (CWSP) will need to be amended so that ARLINGTON is designated as the water and sewer utility provider for CASCADE. The Parties agree that any amendment to the CWSP will be after an application for CASCADE and prior to the approval of civil utility plans.

3. This Agreement establishes a framework for a joint process for review, processing, and issuance of permits for the development of CASCADE.
 4. This Agreement establishes processes and procedures for ongoing permitting and inspections that may be required if any changes or improvements are made to the building or site requiring a permit after the issuance of the initial occupancy permit.
- C. MARYSVILLE and ARLINGTON each have responsibility and authority derived from the Washington State Constitution, State laws, and Chapter 35A.12 RCW to plan for and regulate uses of land and resultant environmental impacts, plan for and develop public streets through standards for design and protect the public health and safety through the administration of building construction standards in their respective jurisdictional limits.
- D. MARYSVILLE and ARLINGTON have adopted zoning, building, utility development codes and standards which apply to all development within their corporate limits.
- E. MARYSVILLE and ARLINGTON have determined that a unified environmental review, permit review, issuance and inspection process, where feasible, will conserve public resources while maintaining appropriate regulatory oversight of CASCADE.

III. EXISTING ENTITLEMENTS

- A. The predecessor-in-interest to Panattoni Development previously secured entitlements to develop a similar warehouse complex on the Subject Parcel, in addition to other adjacent lands (“Existing Entitlements”), including, but not limited to:
- i. Development Agreement between NorthPoint Development, LLC, a Missouri limited liability company, and Arlington, dated December 16, 2020, and recorded in the Snohomish County Records as Recording No. 202107260182, and amended by the First Amendment to Development Agreement between NP Arlington MIC Industrial, LLC, a Delaware limited liability company, and Arlington, dated March 25, 2022, recorded as Recording No. 202207010558 (collectively, “Arlington DA”);
 - ii. Binding Site Plan, PLN No. 880, approved by Arlington on February 14, 2022 (“Arlington BSP”);
 - iii. Development Agreement between NP Arlington MIC Industrial LLC, a Delaware limited liability company, and Marysville, dated June 21, 2021, recorded in the Snohomish County Records as Recording No. 2021207120853 (“Marysville DA”); and

- iv. Preliminary Binding Site Plan, PA 21006, approved by Marysville on May 12, 2021 (“Marysville BSP”).

IV. PERMITS, REVIEWS AND OTHER ACTIONS ANTICIPATED TO BE REQUIRED

- A. This section identifies the likely permits and approvals required for the project for each city. The approval process for each permit is set forth elsewhere in this Agreement.
- B. Based on preliminary conversations with representatives of CASCADE, the following are the likely permits and approvals required by MARYSVILLE and ARLINGTON, subject to change based on the actual permit applications by the CASCADE team:
- C. Marysville required permits. The following is a preliminary list of likely permits required for the project:
 - 1) Environmental Review - Chapter 43.21C RCW (SEPA).
 - 2) Pre-application meeting
 - 3) Site Plan Review/Special Use Permit
 - 4) Boundary Line Adjustment, covenant, or other process to address multi-parcel nature of project
 - 5) Amendment to the existing Binding Site Plan (if needed)
 - 6) Land Development Activity/Grading permit/Civil (includes Stormwater permit)
 - 7) More work on traffic impact analysis and distribution and mitigation (SEPA).
 - 8) Potential Early Grading permit
 - 9) Right-of-Way permits
 - 10) Building
 - 11) Mechanical
 - 12) Plumbing
 - 13) Electrical
 - 14) Fire Sprinkler
 - 15) Fire Alarm
 - 16) Exterior Signage
 - 17) Racking and Storage
 - 18) ERRCS/ERCES System
 - 19) Required Special Inspections as required by the Engineer of Record and Chapter 17 of the 2021 IBC.
 - 20) Amend Water and Sewer Service Boundary

D. Arlington required permits. The following is a preliminary list of likely permits required for the project:

- 21) Special Use Permit
- 22) Design Review Board
- 23) Variance (if needed)
- 24) Grading
- 25) Site Civil
- 26) Utility Availability
- 27) Utility Service
- 28) Right of Way
- 29) Commercial Building
- 30) Fire Alarm
- 31) Fire Sprinkler
- 32) Commercial Mechanical
- 33) Commercial Alteration
- 13) Sign Installation
- 14) Amend Water and Sewer Service Boundary

V. OBJECTIVES

- A. Establish a consolidated process for environmental review pursuant to WAC 197-11-932 to establish Arlington as the lead agency for processing SEPA which ensures that all project permits and environmental reviews are consistent with the regulations, policies, and procedures of both MARYSVILLE AND ARLINGTON.
- B. Establish a consolidated process to determine the responsibilities of each agency for the review and issuance of permits related to the Project.
- C. Establish a joint process to determine the applicable permit fees for each jurisdiction, with a procedure for the collection and distribution of these fees to the appropriate jurisdiction.
- D. Ensure that all project permits and environmental reviews are consistent with the regulations, policies and procedures for both MARYSVILLE and ARLINGTON.
- E. Establish a process for review and approval of all future permits which may be required or applied for after the issuance of the initial certificate of occupancy permit for the initial building, so long as the project remains under the jurisdiction of both MARYSVILLE and ARLINGTON.
- F. Establish a process and procedure to resolve any regulatory or policy differences between MARYSVILLE and ARLINGTON prior to the issuance of any environmental determination or development permits.

VI. ROLES AND RESPONSIBILITIES

- A. Lead Agency: The Cities agree that ARLINGTON shall serve as the lead agency for all permits except those identified to be issued by MARYSVILLE.
- B. Environmental Review. ARLINGTON shall serve as the SEPA responsible official for the initial permitting for CASCADE. ARLINGTON shall consult with MARYSVILLE during the environmental review process and shall incorporate MARYSVILLE comments and project mitigation measures.
- C. On-site Permitting. ARLINGTON shall serve as the lead agency for all permits except those identified to be issued by MARYSVILLE. Permit reviews shall be subject to the following process and procedures:
 - 1. The Cities acknowledge and agree that each City retains the right to review and comment on a permit applied for by CASCADE, pursuant to the process set forth in this Agreement.
 - 2. The Cities shall prepare a list of each of their code provisions that may be used to review permits submitted by CASCADE and share that list with the other City.
 - 3. The Cities shall prepare and share a designated point of contact from each City for each permit type within 30 days of the signing of this agreement, or upon receipt of the first CASCADE permit application, whichever shall occur first.
- D. Marysville shall issue the following permits:
 - 1. Right-of-way permits for construction of, including but not limited to curb cuts, utility connections, frontage improvements, etc. within MARYSVILLE rights-of-way.
 - 2. Grading permits within MARYSVILLE'S jurisdiction.
 - 3. Construction permits for any signs or traffic impact improvements within rights-of-way.
- E. Environmental Review. ARLINGTON will serve as SEPA lead agency.
 - i. Many and possibly all environmental impacts from CASCADE may have been analyzed and appropriate mitigation required in connection with the Existing Entitlements. Therefore, pursuant to WAC 197-11-600, the Parties agree to utilize the Existing Environmental Documents to address SEPA review to the maximum extent allowed by law. The Parties understand that additional SEPA review may be required to address any impacts not previously analyzed, for example, through an Addendum or some other regulatory mechanism.
- F. Interlocal Agreement for traffic impact fees.
 - 1. All conditions of both ARLINGTON and MARYSVILLE Development Agreements referenced in Section III remain in full force and effect regarding all traffic impacts of this proposed development. This includes all evaluation of off-site and proportionate share traffic impacts.
 - 2. Consistent with the traffic concurrency determination for the overall site approved under Marysville Permit PA21-006 based on the traffic impact analyses dated December 2020 and March 19, 2021, CASCADE will submit new traffic studies in

conjunction with each parcel developed and subsequently contribute a proportionate share mitigation payment towards MARYSVILLE'S Traffic Impact Fee program consistent with its vesting for weekday PM peak hour trips to or from the project site and land uses within MARYSVILLE if it is determined that the new traffic impact study demonstrates impacts beyond what has already been mitigated. Trips to or from the project site and land uses within ARLINGTON using MARYSVILLE roadways are considered de minimis for proportionate share impacts and will not be used to determine MARYSVILLE Traffic Impact Fees.

3. Consistent with the comprehensive traffic study submitted on XXX, CASCADE will submit new traffic impact studies in conjunction with the Project, and subsequently contribute a proportionate share mitigation payment towards ARLINGTONS'S Traffic Impact Fee program consistent with its vesting for weekday PM peak hour trips to or from the project site and land uses within ARLINGTON if it is determined that the new traffic impact study demonstrates impacts beyond what has already been mitigated. Trips to or from the project site and land uses within MARYSVILLE using ARLINGTON roadways are considered de minimis for proportionate share impacts and will not be used to determine ARLINGTON Traffic Impact Fees.

G. Permit Fee Collection and Sharing.

1. Each City will charge their standard permit fees for any permit that CASCADE applies for in each respective jurisdiction. For any permit that is routed for review by the permitting City ("permitting City") to the reviewing City ("reviewing City"), the reviewing City will charge an hourly staff review fee as established by fee schedule.
2. The reviewing City will invoice CASCADE for the cost spent reviewing the permit, with a cc to the permitting City. Once CASCADE pays the reviewing city's invoice, the permitting City will issue the permit, assuming all other applicable requirements are met.

H. Permit Review Timeline.

1. For any permit that CASCADE applies for directly from a City, that City will concurrently (i) begin review and (ii) send the application to the other City to review. Both Cities will review and return comments to each other within 21 days of receiving the application. The Cities will then have 14 days from returning their respective comments to review and make any further comments.
2. The permit review timelines established above will be applied to any revision cycles but the cities will endeavor to process revisions submitted by CASCADE as expediently as possible.
3. Conflicts between code provisions that arise will be addressed as follows:
 - i. For land use permits, the Project will be reviewed against the Marysville Design Standards Smokey Point Master Plan Area, adopted under Ord. No. 2922 and the Marysville DA Deviations.

- ii. Outside of land use permits, the more restrictive code provision will prevail unless the jurisdiction with the more restrictive code agrees to the less restrictive code provision.
 - iii. For comments on all other permits, the scope of comments shall be limited to identifying life, health, and safety issues, with the permitting City's code prevailing.
- 4. If no comments are received by the reviewing City within the timelines set forth above, then the reviewing Party will be assumed to have no comments and waive further right to review or comment on that particular permit.
- 5. If all life/safety items have been approved, a temporary Certificate of Occupancy may be issued upon approval by all departments and/or agencies.
- 6. Once all permit and code requirements have been completed and passed inspection, and/or any required maintenance bonds have been received and approved by ARLINGTON, a Final Certification of Occupancy may be issued; provided that if a maintenance bond is required for infrastructure in MARYSVILLE, ARLINGTON will obtain approval from MARYSVILLE prior to approving the maintenance bond.

I. Distribution of Construction-Related Local Fees and Taxes.

- 1. Submittal to State: In determining the amount of local sales taxes to be paid on construction-related activities at the Site, the contractor hired by the CASCADE shall submit to the Washington State Department of Revenue the amount of local sales and/or use taxes to ARLINGTON or MARYSVILLE based on:
 - i. the percentage of building square footage that is located within the respective jurisdiction, regardless of where the actual improvements take place; and
 - ii. the percentage of the cost of Site improvements (e.g., streets, utilities, paving, improvements, etc.) that support the buildings on the Site based on the percentage of the Site improvements located within the respective jurisdiction.
- 2. Submittal to Cities: Documentation of construction sales tax payments for the building shall be submitted to ARLINGTON and MARYSVILLE.

VII. EFFECTIVE DATE, DURATION, MODIFICATION AND TERMINATION

- A. 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.

- B. This Agreement involves the issuance of many permits and other actions to be taken by the Parties. Once a permit has been issued or an action taken and any period for appeal has run, this Agreement does not require any further action by the Parties. The provisions of this Agreement for processing any permits issued after occupancy, for indemnification, and for dispute resolution remain effective until the Parties agree to terminate this Agreement or agree that a new agreement is required to address redevelopment of the site or CASCADE is demolished.
- C. This AGREEMENT may be modified or terminated upon mutual agreement of the parties. Any modification shall become effective thirty (30) days following written amendment to the AGREEMENT executed by both parties. Any mutual termination shall become effective ninety (90) days following written amendment to the AGREEMENT executed by both parties. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this AGREEMENT.
- D. Either party may terminate its obligations under this AGREEMENT upon one-hundred eighty (180 days) advance written notice to the other party and under the following conditions. The party seeking the unilateral termination, the "aggrieved party," shall agree to professional mediation with the other party if so requested. The other party must make its request in writing within sixty (60) days of receipt of the written notice from the aggrieved party. Under this AGREEMENT both parties agree to share equally in the expense of mediation in such cases.
- E. Following any amendment or termination, ARLINGTON and MARYSVILLE are mutually responsible for fulfilling any outstanding obligations under this AGREEMENT incurred prior to the effective date of the amendment or termination. ARLINGTON and MARYSVILLE agree to follow the terms of this AGREEMENT for any developments submitted prior to the effective date of the amendment or termination.

VIII. INDEMNIFICATION AND LIABILITY

- A. MARYSVILLE shall protect, save harmless, indemnify, and defend, at its own expense, ARLINGTON, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of MARYSVILLE's or its agents performance of this AGREEMENT, including claims by MARYSVILLE's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of ARLINGTON, its elected and appointed officials, officers, employees or agents.
- B. ARLINGTON shall protect, save harmless, indemnify, and defend, at its own expense, MARYSVILLE, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of ARLINGTON's or its agent's performance of this AGREEMENT, including claims by ARLINGTON's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of MARYSVILLE, its elected and appointed officials, officers, employees or agents.
- C. In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by MARYSVILLE and ARLINGTON, including claims by MARYSVILLE's or ARLINGTON's own officers, officials, employees, agents,

volunteers, or third parties, caused by or resulting from the concurrent negligence of ARLINGTON and MARYSVILLE, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

- D. No liability shall be attached to MARYSVILLE or ARLINGTON by reason of entering into this AGREEMENT except as expressly provided herein. MARYSVILLE shall hold ARLINGTON harmless and defend at its expense any legal challenges to MARYSVILLE'S requested mitigation and/or failure by MARYSVILLE to comply with RCW 82.02.020 or RCW 82.02.070.
- E. No liability shall be attached to MARYSVILLE or ARLINGTON by reason of entering into this AGREEMENT except as expressly provided herein. ARLINGTON shall hold MARYSVILLE harmless and defend at its expense any legal challenges to ARLINGTON's requested mitigation and/or failure by ARLINGTON to comply with RCW 82.02.020 or RCW 82.02.070.
- F. This Agreement is intended solely for the benefit of the Parties and their respective officers, employees, agents, and permitted successors and assigns. No provision of this Agreement is intended, nor shall it be construed, to create any rights in any third party, including but not limited to residents, taxpayers, ratepayers, or other persons or entities within or outside the municipal jurisdiction. No third party shall have any legal or equitable right, claim, or remedy of any kind arising from or relating to this Agreement. The Parties expressly disclaim any intent to create third party beneficiary status under this Agreement, consistent with applicable law in the State of Washington.

IX. COMPLIANCE WITH THE LAW

ARLINGTON and MARYSVILLE shall comply with all applicable federal, state and local laws in performance of this AGREEMENT.

X. 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.

XI. RECORDS

Both Parties will follow applicable records retention schedules for records pertaining to this Agreement. If either Party requests records pertaining to this Agreement from the other Party, the records will be provided to the requesting Party promptly and no later than 30 days after the request. Neither Party is required to make a public records request to obtain records that pertain to this Agreement from the other Party.

XII. SEVERABILITY

Should any clause, phrase, sentence or paragraph of this AGREEMENT or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this

AGREEMENT or its application of those provisions not so declared shall remain in full force and effect.

XIII. JOINT BOARD/SEPARATE LEGAL ENTITY

- A. It is not intended that a separate legal entity be established to conduct this cooperative undertaking.
- B. For purposes of this AGREEMENT, each party will appoint an administrator for purposes overseeing their respective jurisdiction's activities pursuant to this AGREEMENT. Each party's respective administrator and contact information is listed in Section XV below.

XIV. DISPUTE RESOLUTION

- A. The Parties agree to work collaboratively and in good faith to resolve any disagreement arising under this Agreement, including disputes related to the interpretation, administration, or implementation of joint land use or building permit processing. In the event a dispute arises, the Parties shall follow the steps below:
 - i. **Informal Staff-Level Resolution.** Upon identification of a dispute, each Party shall designate appropriate staff representatives to meet and attempt to resolve the matter informally. Staff shall make reasonable efforts to resolve the dispute within fifteen (15) business days.
 - ii. **Executive-Level Negotiation.** If the dispute is not resolved at the staff level, the matter shall be elevated to the Parties' chief administrative officers (or their designees). These representatives shall meet and confer in good faith to attempt resolution within thirty (30) calendar days.

B. **Deadlock.**

If, after completing the dispute resolution steps described above, the Parties' executives are unable to reach a mutually acceptable resolution, the matter shall be deemed a **deadlock**. Upon a deadlock, the Parties may take one or more of the following actions:

- a. **Referral to a Joint Committee.** The Parties may establish a joint committee composed of elected officials or senior staff from each jurisdiction to review the issue and provide a non-binding recommendation.
- b. **Referral to a Technical Expert.** For disputes involving technical, procedural, or regulatory matters, the Parties may jointly select a qualified independent expert to review the issue and issue a non-binding written recommendation. Costs shall be shared equally unless otherwise agreed.
- c. **Limited Suspension of Disputed Activity.** The Parties may mutually agree to temporarily suspend only the portion of joint permit processing activities directly affected by the dispute, while continuing all other cooperative functions.

- d. **Modification or Termination.** If the Parties determine that the deadlock cannot be resolved through the options above, either Party may initiate modification or termination of the Agreement in accordance with the AGREEMENT’s termination provisions and applicable law.

If the Parties cannot resolve a deadlock, either Party may pursue any available legal remedy.

- C. **Continued Performance.** During the pendency of any dispute or deadlock, the Parties shall continue to perform all obligations under this AGREEMENT that are not directly affected by the disputed matter, unless continuation would compromise public health, safety, or compliance with applicable law.
- D. **Preservation of Statutory Authority.** Nothing in this section shall be construed to limit, waive, or modify the independent regulatory authority of either Party under Washington law, including but not limited to authority under RCW Titles 35, 35A, 36, and 19.27, or any applicable local development regulations.

XV. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties.

XVI. PROPERTY ACQUISITION, HOLDING, AND DISPOSAL

The parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this AGREEMENT.

XVII. FINANCE AND BUDGET

No special budget or funds are anticipated, nor shall any be created. The parties are each responsible for their own finances in connection with this AGREEMENT, and nothing in this AGREEMENT shall be deemed or construed otherwise.

XVIII. 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.

XIX. CONTACTS FOR AGREEMENT

The contact persons for this AGREEMENT are:

???
???
City of Marysville
501 Delta Avenue
Marysville, WA 98270

Amy Rusko
CED Director
City of Arlington
18204 59th Ave NE
Arlington, WA 98201

(360) ???-????

(360) 403-3550

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

Dated this _____ day of _____ 2026

CITY OF MARYSVILLE
BY:

CITY OF ARLINGTON
BY:

Jon Nehring
Mayor

Don Vanney
Mayor

ATTEST:

ATTEST:

Tina Brock
City Clerk

Raelynn Jones
City Clerk

Approved as to form:
Office of the City Attorney

Approved as to form:
Office of the City Attorney

Jon Walker
City Attorney

Emily Romanenko
Attorney for the City of Arlington