

**Interlocal Agreement by and
the City of Mukilteo and Snohomish County
regarding Stream Mitigation**

ORIGINAL

THIS INTERLOCAL AGREEMENT is made by and between the CITY OF MUKILTEO, a Washington municipal corporation (hereafter "CITY"), and SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereafter "COUNTY"), and are collectively referred to as "the Parties." The Parties are located in and exist under the laws of the State of Washington.

WHEREAS, the COUNTY owns and operates the Snohomish County Airport (hereafter "Airport"), also known as Paine Field, a portion of which drains into Japanese Gulch and Big Gulch; and

WHEREAS, the Airport has identified four seasonal, non-fish bearing streams on the Airport that will likely be unavoidably impacted by future development: and

WHEREAS, the Washington Department of Fish and Wildlife (WDFW) has agreed to allow the Airport to install advance stream mitigation prior to actual impacts; and

WHEREAS, WDFW also agreed to allow the Airport to install their advance stream mitigation off site of Airport property within the Japanese Gulch drainage basin, or Big Gulch drainage basin; and

WHEREAS, through cooperation and consultation with the WDFW, CITY and Airport have identified the Japanese Gulch culvert replacement project as the ideal and preferred location to apply the Airport's advance mitigation efforts; and

WHEREAS, the Airport desires to pay an in-lieu mitigation fee to the CITY and WDFW will accept payment of such fee by Airport to CITY as full mitigation for the Airport's unavoidable future stream impacts; and

WHEREAS, the CITY will spend all of the Airport's in-lieu mitigation fee to install and monitor stream mitigation in either Japanese Gulch Creek or Big Gulch Creek; and

WHEREAS, the Airport and WDFW accept that the CITY is experienced in awarding and managing construction projects and is willing to allow the CITY to oversee and manage the work on behalf of the COUNTY on the following terms and conditions; and

WHEREAS, the CITY, COUNTY and WDFW strongly prefer installing mitigation in Japanese Gulch because of the unique opportunity of making the mouth of Japanese Gulch Creek accessible to salmonids; and

WHEREAS, WDFW has approved the use of the WDFW fee in lieu of mitigation policy by the CITY and authorized the CITY to accept funds and responsibility for the Airport's mitigation of Streams A, B, C and D located on Airport property to the extent authorized under this Agreement;

NOW, THEREFORE, the CITY and the COUNTY agree:

1. AUTHORITY, PURPOSE AND CONSIDERATION

A. Authority. This interlocal agreement (hereafter "AGREEMENT") is entered into pursuant to chapter 39.34 RCW (Interlocal Cooperation Act).

B. Purpose. The purpose of this AGREEMENT is to create a binding contract between the CITY and the COUNTY with respect to the Japanese Gulch culvert replacement project and the use of in-lieu fee stream mitigation.

C. Consideration. Airport shall pay the CITY a fee in-lieu of mitigation in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (hereafter the "FEE"). The COUNTY represents that payment of the FEE shall fully meet all stream mitigation requirements required of the Airport by WDFW for all future impacts to Streams A, B, C and D located on Airport property.

D. Timing of Mitigation. CITY and COUNTY prefer that this advance mitigation be installed in 2009, but in no case should it occur any later than December 31, 2010. If the entire FEE has not been invested in stream mitigation by the CITY by December 31, 2010, the COUNTY reserves the right to have any unobligated portion of the FEE transferred from the CITY to WDFW.

2. DURATION

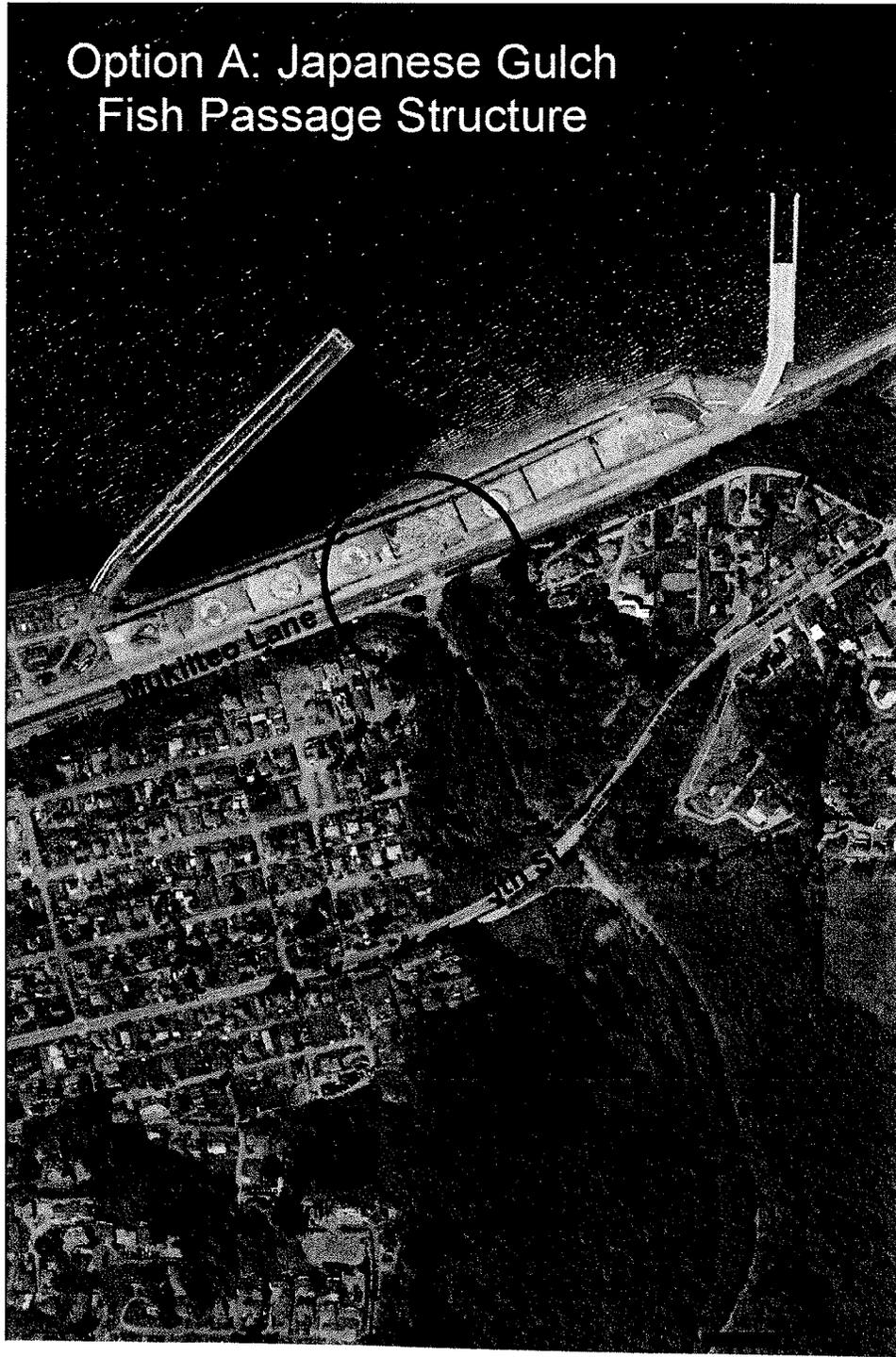
This AGREEMENT shall become effective upon execution by the Parties and recording with the Snohomish County Auditor, and shall remain in effect until the Work described below is completed by the CITY, unless terminated sooner, as provided herein.

3. PROJECT DESCRIPTION

The CITY shall make all reasonable attempts to install advance stream mitigation in Japanese Gulch by replacing the concrete culvert with a fish ladder as agreed by the COUNTY, WDFW and the CITY. If the CITY ultimately discovers that the Japanese Gulch mitigation option is not feasible, the CITY is to determine, after consulting with WDFW and the COUNTY, a suitable location in Big Gulch Creek to invest the FEE in stream enhancements to improve fish habitat in Big Gulch. The CITY will be responsible for design, permitting, installation, future monitoring and maintenance of the mitigation regardless of whether it is located in Japanese Gulch Creek or in Big Gulch Creek.

4. PROJECT LOCATION

The first option for the project location of in-lieu fee advance stream mitigation is to remove and replace the existing concrete culvert at the lower most reach of Japanese Gulch with a fish ladder.



The second project location option, if the first option becomes unfeasible is to extend stream enhancements in Big Gulch Creek.



5. APPROVAL BY WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

The COUNTY and WDFW have reached an understanding that supports this Agreement wherein WDFW acknowledges that the COUNTY's stream mitigation obligations are fully satisfied with the Airport's payment of an in-lieu mitigation fee in the amount of \$150,000 to the CITY. Attached as Exhibit A to this Agreement is a copy of WDFW's letter to the Airport dated **February 19, 2009** approving the FEE as full mitigation from Airport for their future impacts to Streams A, B, C and D located approximately on Airport property as presented by attached Exhibit B.

6. APPROVAL BY CITY OF MUKILTEO

The CITY agrees that payment of the FEE by Airport to CITY fully satisfies all stream mitigation required by the CITY for all future impacts to Streams A, B, C and D located on Airport property.

7. CITY RESPONSIBILITY.

A. The CITY shall perform or obtain the performance of the Work. The Work shall consist of designing, permitting, constructing and monitoring stream enhancements in Big Gulch as mitigation for development of County property depicted in the Paine Field Airport Sector 6, 7 and 8 Binding Site Plans and Records of Survey known as Stream A (760 lineal feet), Stream B (537 lineal feet), Stream C (789 lineal feet), and Stream D (925 lineal feet). Streams A, B, C and D have all been determined to be non fish-bearing and seasonal streams.

B. The CITY shall manage and oversee all aspects of the Work including, but not be limited to:

i. The CITY shall retain a consulting engineer to design the Work according to the CITY's adopted standards and specifications for the Work and to prepare cost estimates.

ii. The CITY shall prepare a public works contract, including general terms and technical specifications, consistent with the CITY's standard public works construction contract and the laws of the State of Washington.

iii. The CITY shall solicit bids for the Work according to the public works laws applicable to the CITY. The CITY shall evaluate bids for the Work and use its sole discretion to determine the lowest responsible, responsive bid for the Work. The CITY reserves to itself the sole discretion to determine whether to reject or accept any and all bids. The CITY shall award a contract to the lowest responsible, responsive bidder as determined by the CITY.

iv. The CITY shall manage the Work, including all activities of an owner normally associated with a public works contract, including but not limited to:

- a. inspecting or testing the Work for compliance with the contract's terms and specifications;
 - b. making all payments as provided in the public works contract; and
 - c. preparing and maintaining all records normally prepared for public works contracts, including, but not limited to, records relating to inspections, progress payments, change orders, retainage, close out and taxes.
- v. The CITY shall solicit bids for construction as required by permitting agencies. The CITY shall, at its sole expense, make restorations and, or, improvements to the Work that regulatory agencies require as the result of the monitoring process.

C. The CITY shall, at its sole expense, defend any claims brought by the contractor performing the Work, or any subcontractor, or the engineer; provided that the COUNTY shall indemnify the CITY for such cost of defense that resulted from the COUNTY's default, failure of performance or negligent conduct associated with the Work.

8 COUNTY RESPONSIBILITY.

A. The COUNTY shall pay the CITY the in-lieu fee within 30 days of execution of this Agreement by the parties.

B. The COUNTY may observe performance of the Work, but it shall not communicate directly with the contractor. Requests for information or suggestions concerning the Work shall be made to the CITY's construction manager.

9. INDEMNIFICATION AND HOLD HARMLESS.

A The COUNTY agrees to protect, defend and indemnify the CITY, its officers, officials, employees and agents from any and all costs, claims, claims for delay, judgments and/or awards of damages, arising out of or in any way resulting from the default, failure of performance, or negligent conduct associated with the Work by the COUNTY, its employees, subcontractors and agents.

B. The COUNTY agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the COUNTY's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the CITY only, and only to the extent necessary to provide the CITY with a full and complete indemnity of claims made by the COUNTY's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

C. The CITY agrees to protect, defend and indemnify the COUNTY, its officers, officials, employees and agents from any and all costs, claims, claims for delay, judgments and/or awards of

damages, arising out of or in any way resulting from the default, failure of performance, or negligent conduct associated with the Work by the CITY, its employees, subcontractors and agents.

D. The CITY agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the CITY's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the COUNTY only, and only to the extent necessary to provide the COUNTY with a full and complete indemnity of claims made by the CITY's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. CONTRACTOR INDEMNIFICATION OF COUNTY AND INSURANCE.

A. The CITY shall require the contractor installing the Work to have the COUNTY named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any contract(s) for the Work, with the CITY contractor installing the Work required to maintain Commercial General Liability Insurance, Commercial Automobile Insurance, and Workers Compensation insurance. The contractor's insurance shall be primary to the COUNTY's insurance.

B. The CITY shall require the contractor performing the Work to indemnify, defend, and save harmless the COUNTY and its officers, agents, or employees from any claim filed against the COUNTY or its officers, agents, or employees alleging damage or injury arising out of the contractor's performance of the Work.

C. The CITY shall require the contractor performing the Work to be solely and completely responsible for safety and safety conditions at the job site, including the safety of all persons and property during performance of the Work. The contractor shall be required to comply with all applicable CITY and state regulations, ordinances, orders, and codes regarding safety.

11. TERMINATION.

If a party fails to comply with any material provision(s) of this Agreement the other party may terminate this Agreement, in whole or in part, for default upon thirty (30) days written notice to the defaulting party. Any extra costs, expenses or damages incurred by the non-defaulting party as a result of the termination for default shall be borne exclusively by the party in default. The rights and remedies of this provision are in addition to any other rights or remedies provided to the non-defaulting party by law or under this Agreement. Any termination of this Agreement for default shall not relieve the defaulting party of any obligation, which may arise out of work already performed prior to such termination.

12. PROJECT RECORDS

During the progress of the construction and for the period specified by the applicable records retention laws, all records pertaining to the Project and accounting shall be kept available for inspection and audit by the State and copies of all records, accounts, documents or other data pertaining to this AGREEMENT and the Project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit may continue past the specified retention period.

13. DISPUTE RESOLUTION

If a dispute arises between the CITY and the COUNTY, the Parties agree that they will attempt to resolve the issues through mutual negotiation. In the event that the parties are not able to reach an agreement through such negotiation, the Parties agree to engage in mediation in order to resolve the dispute. Mediation may be requested by either party, and shall be attempted prior to the institution of any lawsuit arising under this AGREEMENT. The Parties agree to share the costs of mediation equally. Venue for any lawsuit arising under this AGREEMENT shall be Snohomish County Superior Court.

14. CHANGES AND MODIFICATIONS

Either party may request changes, amendments, or additions to any portion of this AGREEMENT; however, no such changes, amendments, or addition to any portion of this AGREEMENT shall be valid or binding upon either party unless it is in writing and executed by both parties. All amendments shall be attached to and made part of this AGREEMENT.

15. NOTICES AND CONTACTS

Unless otherwise directed in writing, notices, reports, invoices and payments shall be delivered to each party as follows:

If to the County:

Bill Lewallen
Deputy Airport Director
3220 100th St. SW, Suite A
Everett, WA 98204
Phone: 425.388.5116
Facsimile 425.355.9883

If to the City:

Patricia Love
Asst. Director of Community Development
11930 Cyrus Way
Mukilteo, WA 98275
Phone: 425.263.8000
Facsimile: 425.212.2068

Notices mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of reports, notices, invoices, or payments and/or designation of Project Manager by giving the other written notice of not less than seven (7) days prior to the effective date.

16. SEVERABILITY

Should any clause, phrase, sentence or paragraph of the AGREEMENT or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this AGREEMENT and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

17. ENTIRE AGREEMENT

These provisions represent the entire and integrated agreement of the parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written which is not incorporated herein is expressly excluded.

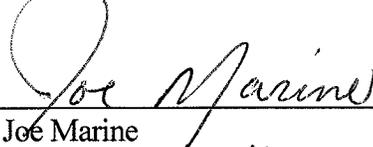
SNOHOMISH COUNTY



County Executive
Date: 5/29/09

PETER B. CAMP
Executive Director

CITY OF MUKILTEO



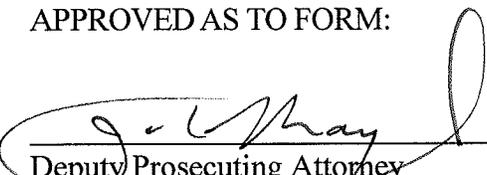
Mayor Joe Marine
Date: 4-22-09

ATTEST:



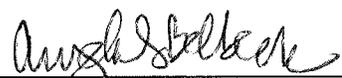
Christina J. Boughman, City Clerk

APPROVED AS TO FORM:



Deputy Prosecuting Attorney

APPROVED AS TO FORM:



City Attorney

COUNCIL USE ONLY
Approved: 5/27/09
Docfile: D-13



EXHIBIT A
Stream Mitigation ILA
City of Mukilteo & County
Page 1 of 2

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

16018 Mill Creek Boulevard • Mill Creek, Washington 98012-1296 • (425) 775-1311 FAX (425) 379-2323

February 19, 2009

Bill Lewallen
Deputy Airport Director-Land Development
Snohomish County Airport
3220 100 the Street SW, Suite A
Everett, WA 98204

SUBJECT: Approval of In Lieu Fee Stream Mitigation for the Snohomish County Airport by the Washington Department of Fish and Wildlife in cooperation with the City of Mukilteo

Dear Mr. Lewallen:

On January 13, 2009, the Washington Department of Fish and Wildlife (WDFW) met with the City of Mukilteo (City), Mukilteo Water and Wastewater District (District), the Snohomish County Airport (Airport) and their consultants to explore mitigation options for the upcoming development at the Airport. At that meeting, it was agreed that the Airport would contribute \$150,000 in stream mitigation, in advance, to serve as compensatory mitigation for the impacts to Streams A, B, C and D as a result of implementing the plans entitled Snohomish County Airport-Paine Field and dated January 11, 2009. This letter is to confirm that payment of the \$150,000 In Lieu Mitigation Fee by the Airport shall fully meet all stream mitigation requirements required by WDFW for implementing the above-referenced plans which identify the consequential impacts to Streams A, B, C and D located on Airport property.

The preferred mitigation option is to provide fish passage in the lower reaches of Japanese Gulch. This will be accomplished by modifying the existing concrete culvert at Mukilteo Lane. Engineering consultants advised that an effective fish ladder could be installed to make the lower reach of Japanese Gulch Creek accessible to salmonids. The consultants further advised that such design, permitting, installation and monitoring work could be accomplished within the Airport's \$150,000 stream mitigation budget.

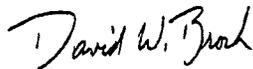
The Feasibility Group agreed that the City of Mukilteo could act under WDFW's In Lieu Fee policy umbrella to accept funds and responsibility for this mitigation. Such use of the In Lieu Fee mitigation option would satisfactorily address the Airport's schedule concerns.

Mr. Lewallen
February 19, 2009
Page 2 of 2

EXHIBIT A
Stream Mitigation ILA
City of Mukilteo & County
Page 2 of 2

The Washington Department of Fish and Wildlife is pleased to partner with the Snohomish County Airport and the City of Mukilteo as we collectively work together to ensure that this stream enhancement moves forward.

Sincerely,



David Brock
Regional Habitat Program Manager
Washington Department of Fish and Wildlife

Cc: Joe Hanan, City Administrator
Heather McCartney, City Planning Director
Patricia Love, City Deputy Planning Director
Dave Waggoner, Airport Director
Bill Dolan, Deputy Airport Director-Aviation
Andrew Rardin, Airport Environmental Manager

EXHIBIT B
Approximate Location of Airport Streams
Page 1 of 2

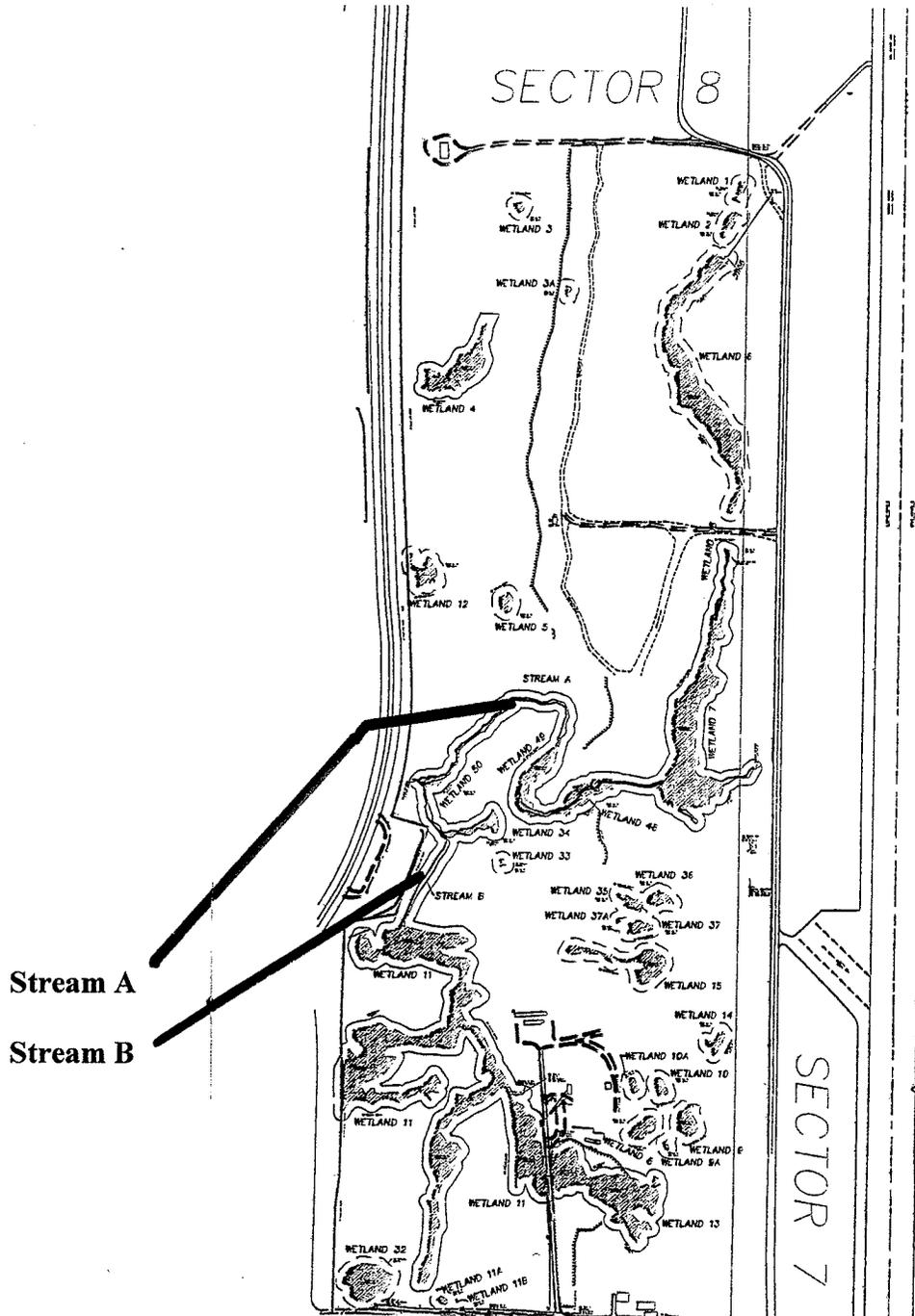
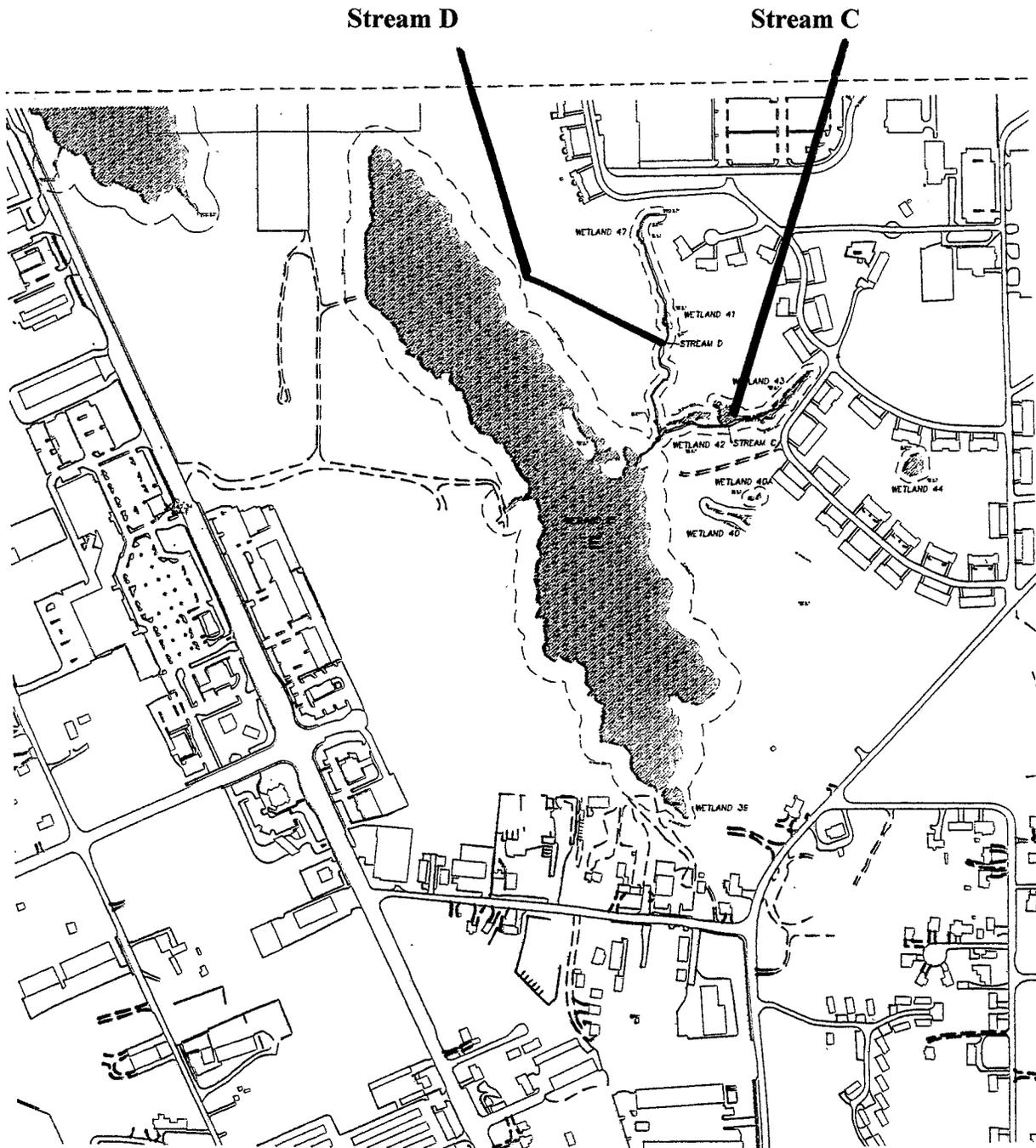


EXHIBIT B
Approximate Location of Airport Streams
Page 2 of 2



**Amendment No. 1 to Interlocal Agreement by and between
the City of Mukilteo and Snohomish County
regarding Stream Mitigation**

ORIGINAL

THIS AMENDMENT NO. 1 to INTERLOCAL AGREEMENT: is made by and between the City of Mukilteo, a Washington municipal corporation ("CITY") and SNOHOMISH COUNTY, a political subdivision of the State of Washington ("COUNTY") and are collectively referred to as "Parties." The Parties are located in and exist under the laws of the State of Washington.

WHEREAS, the CITY and COUNTY entered into an Interlocal Agreement regarding Stream Mitigation on May 29, 2009 which Agreement was recorded on June 3, 2009 under Snohomish County Auditor's File No 200906030679 (the "Agreement"); and

WHEREAS, a department of the COUNTY, the Snohomish County Airport ("Airport"), paid the CITY a fee in lieu of mitigation in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to install advance stream mitigation prior to actual impacts pursuant to the Agreement; and

WHEREAS, the Washington Department of Fish and Wildlife ("WDFW") approved the fee in lieu of mitigation for design and construction of a stream restoration project starting at the mouth of Japanese Gulch Creek, with lineal extensions of mitigation upstream in three construction phases referred to as the Japanese Creek Advance Stream Mitigation Project ("Project"); and

WHEREAS, volunteer monitoring by Adopt-A-Stream in 2013 and contracted monitoring by Edmonds Community College in 2014 verified success of the advance mitigation and documented substantial counts of salmonids in all three phases of the Project; and

WHEREAS, advance mitigation has been programmed for acceptance by WDFW as in lieu fee mitigation for COUNTY use for anticipated and unavoidable impacts to four seasonal, non fish-bearing streams located on the Airport; and

WHEREAS, the US Army Corps of Engineers ("CORPS") has approved use of the Project as advance mitigation for one project on Airport land and for COUNTY to propose use of the Project as advance mitigation for future unavoidable impacts to four seasonal, non fish-bearing streams located on the Airport

WHEREAS, COUNTY and City are using this Amendment to define and document their responsibilities regarding current advance mitigation designation requirements of CORPS regarding monitoring and long-term management .

NOW, THEREFORE, the CITY and the COUNTY agree to amend the Agreement as follows:

1. MONITORING OF ADVANCE MITIGATION PROJECT (2015-2019)

The CITY shall contract for and complete monitoring of advance mitigation as required by CORPS for a five (5) year period beginning January 1, 2015 and ending on December 31, 2019. The quality and substance of the 5-year monitoring will be similar in nature and technical scope for such monitoring contracted for by City and provided by Edmonds Community College in 2014, and copies of such five year monitoring reports will be submitted by CITY annually upon completion to the CORPS and COUNTY.

2. LONG TERM MANAGEMENT PLAN FOR ADVANCE MITIGATION

The COUNTY agrees to fund and develop an Advance Mitigation Long-Term Management Plan (the "Long-Term Plan"). The first step of the Long-Term Plan is attached hereto as **Exhibit A – the Plan Outline** and by this reference fully incorporated herein. The CORPS, CITY and COUNTY have reviewed and approved **Exhibit A** as representing the areas of content to be included in the final Long-Term Plan. The County agrees to fund and develop a final Long-Term Plan that will be consistent with **Exhibit A** no later than December 31, 2018. The parties acknowledge that the Long-Term Plan is subject to review and approval by CITY and COUNTY, and agree to work together in good faith to obtain CORPS approval of Long-Term Plan.

3. IMPLEMENTATION OF LONG-TERM PLAN

The COUNTY agrees to transfer to the CITY and the CITY agrees to manage implementation of the Long-Term Plan at such time as the CORPS determines that the advance mitigation merits long-term management status and the CORPS has approved the Long-Term Plan.

4. FUNDING OF MONITORING AND IMPLEMENTATION OF LONG-TERM PLAN. Upon full execution of this Amendment, COUNTY will pay CITY a sum of Eighty-Five Thousand Dollars (\$85,000) as an Advance Mitigation Fee for use by CITY in funding monitoring and long-term management of the Advance Mitigation. Thirty Thousand Dollars (\$30,000) of the Advance Mitigation Fee is to be applied by CITY to fund monitoring of Advance Mitigation, and Fifty-Five Thousand Dollars (\$55,000) of the Advance Mitigation Fee is to be applied by CITY to fund implementation of Advance Mitigation Long-Term Plan. The City agrees to fund costs of such Advance Mitigation monitoring and long-term management in excess of the Advance Mitigation Fee paid by County as needed.

5. ENVIRONMENTAL INTERNSHIP.

The COUNTY intends to initiate, fund, offer and manage a 2014 Summer Quarter Environmental Internship. The scope of studies for this internship may include the Advance Mitigation, and, as such, CITY will assist COUNTY in creating scope and managing intern access to Advance Mitigation as needed. It is the intent of COUNTY to require intern to present summary reports to both Snohomish County and the City of Mukilteo at end of internship.

6.

4. COUNTY ACCESS TO ADVANCE MITIGATION

A. **BNSF Private Property.** Burlington Northern Santa Fe Corp ("BNSF") owns and controls certain land containing a portion of the Project's advance mitigation which is not accessible to the public. The CITY represents that it has fully executed permits with BNSF providing the CITY with access to the BNSF property for purposes of Japanese Gulch Creek stream monitoring, inspection and maintenance. The CITY represents that it has the authority to assign such access to such BNSF property to COUNTY for the purposes approved by CITY.

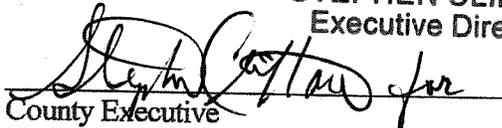
B. **Public and Private Property Access.** All of the Project's advance mitigation land accessible to the public is owned and controlled by the CITY. Additionally, a substantial land area surrounding Japanese Gulch Creek below and above the stream mitigation is owned and controlled by the CITY. The COUNTY does not have ownership of any land associated with the advance mitigation. The CITY hereby grants COUNTY access to the Project's advance mitigation area and areas below and above the stream mitigation, including private land owned by BNSF, as needed for purposes of COUNTY annual inspections and COUNTY Environmental Internship activities.

7.
5. OTHER TERMS AND CONDITIONS

All other terms and conditions of the Agreement, not inconsistent this Amendment, shall remain in full force and effect. This Amendment shall be attached to and made part of the Agreement.

SNOHOMISH COUNTY

STEPHEN CLIFTON
Executive Director


County Executive

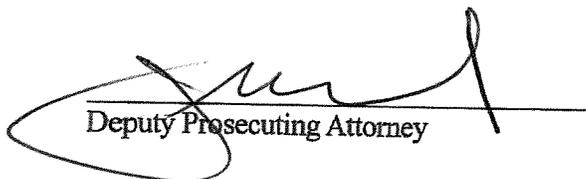
May 29, 2014
Date

CITY OF MUKILTEO

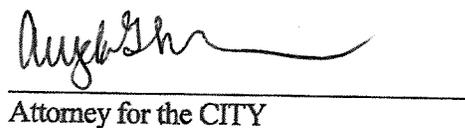

Mayor, Jennifer Gregerson

5/20/14
Date

APPROVED AS TO FORM


Deputy Prosecuting Attorney

APPROVED AS TO FORM


Attorney for the CITY

COUNCIL USE ONLY
Approved: 5-28-14
Docfile: D-4

EXHIBIT A
Long-Term Management Plan Outline
Japanese Gulch Creek Advance Mitigation



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EXHIBIT A
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Japanese Gulch Creek Advance Mitigation

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SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 14-218

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AMENDMENT NO. 1 TO
INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MUKILTEO AND
SNOHOMISH COUNTY REGARDING STREAM MITIGATION

WHEREAS, the City of Mukilteo ("CITY") and Snohomish County ("COUNTY") entered into an Interlocal Agreement regarding Stream Mitigation on May 29, 2009 which was recorded on June 3, 2009 under Snohomish County Auditor's File No 200906030679 (the "Agreement"); and

WHEREAS, Snohomish County Airport ("Airport") paid CITY \$150,000 to construct stream mitigation in Japanese Gulch Creek to mitigate for future unavoidable impacts to four seasonal non fish-bearing streams on Airport pursuant to the Agreement; and

WHEREAS, CITY applied the Airport funds together with CITY funds to construct stream mitigation in Japanese Gulch Creek that now makes the stream accessible to a substantial number of salmonids for the first time in 50 years; and

WHEREAS, Airport has applied to the U.S. Army Corps of Engineers ("Corps") to designate the stream mitigation as advance mitigation so as to expedite environmental permitting for future development of the Paine Field Aerospace Business Park; and

WHEREAS, the Corps is requiring five years of monitoring, plus provisions for long-term management for the Corps to designate the stream mitigation as being advance mitigation; and

WHEREAS, CITY agrees to accept responsibility for monitoring and long-term management of stream mitigation pursuant to Amendment No. 1 to the Agreement; and

WHEREAS, Airport agrees to pay CITY \$85,000, of which \$30,000 is to be applied to monitoring of stream mitigation and \$55,000 is to be applied to long-term management of stream mitigation pursuant to Amendment No. 1 to the Agreement; and

WHEREAS, the \$85,000 for monitoring and long-term management is programmed to be reimbursed to Airport by the State of Washington Department of Commerce under terms of a \$400,000 cash grant to expedite environmental permitting for the Paine Field Aerospace Business Park as accepted by County on April 28, 2014;

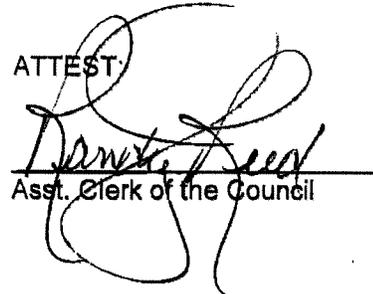
NOW, THEREFORE, ON MOTION, the Snohomish County Council hereby authorizes the County Executive to execute Amendment No. 1 to Interlocal Agreement by and between the City of Mukilteo and Snohomish County regarding Stream Mitigation in the form attached hereto.

PASSED this 28th day of May, 2014.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Council Chair

ATTEST:


Asst. Clerk of the Council