

**Interlocal Agreement by and between
the City of Mukilteo, Edmonds Community College, and Friends of
Narbeck Wetland Sanctuary regarding Anthropology and Archaeology
Field Training in the City of Mukilteo and Narbeck Wetland Sanctuary**

THIS AGREEMENT: The parties to this agreement are the City of Mukilteo, a Washington municipal corporation (hereafter "CITY"), EDMONDS COMMUNITY COLLEGE, a state college of the State of Washington (hereafter "EDCC"), and Friends of Narbeck Wetland Sanctuary, a Washington non-profit organization (hereafter "FNWS") are collectively referred to as "the Parties." The parties are located in and exist under the laws of the State of Washington.

RECITALS

WHEREAS, On March 22, 2009 the City of Mukilteo and Snohomish County (hereafter "Paine Field Airport") entered into an Interlocal Agreement (ILA) to improve fish passage in Japanese Gulch; and

WHEREAS, There are four main phases to the Japanese Gulch Fish Passage project. Phases 1, 2, & 4 address fish passage barriers in the lower portions of the creek and Phase 3 of the project addresses the realignment of the creek from an existing engineered channel back to its historical channel with additional habitat enhancement elements; and

WHEREAS, Through the combined partnership of the City of Mukilteo and Paine Field Airport, Phase 1 and Phase 2 of the fish passage project have been completed; and

WHEREAS, Prior to construction of Phase 3 – Stream Realignment, an archaeological survey revealed remnants of the historic Japanese village and such discovery closed the project down for the 2011 construction season; and

WHEREAS, The City and EDCC wish to partner together to complete the state archaeology permitting requirements for the project and to establish an archaeology field training class site for higher education learning; and

WHEREAS, EDCC will create a field training course for their Learn and Serve Environmental Anthropology Field (LEAF) School to provide opportunities for students to apply traditional ecological and archaeological knowledge and science in the field to learn about archaeology, cultural awareness, habitat restoration and preservation of the historic value of Japanese Gulch; and

WHEREAS, The LEAF School will add Japanese Gulch and Big Gulch as a wildlife monitoring sites which will document which animals are present in the Gulches and when they are using it. The City will then be able to use the data to help with long-term planning in the gulches and as a means of documenting the impact of restoration efforts or other activities on wildlife; and

WHEREAS, The CITY and EDCC strongly support this opportunity to partner in ecological and cultural education because of the unique opportunity Japanese Gulch presents for habitat restoration, cultural awareness, and higher education learning; and

WHEREAS, At the conclusion of this partnership the City will have completed its archaeology permit requirements and constructed the final phases of the Japanese Gulch Fish Passage Project and EDCC will have implemented a new hands-on anthropology field study program for students enrolled in their LEAF School; and

WHEREAS, on October 24, 2007 EDCC and FNWS entered into a Letter of Intent to partner in promoting environmental education; and

WHEREAS, FNWS invested Five Hundred Dollars (\$500.00) in the Japanese Gulch Fish Passage project video as a means of expanding their environmental education partnership with EDCC to also include the CITY; and

WHEREAS, the CITY, EDCC and FNWS agree to further implement their environmental education partnerships by establishing multiple environmental and archaeology (hereafter “anthropology”) field training sites for higher education learning that include, at a minimum, the Japanese Gulch Fish Passage and Narbeck Wetland Sanctuary sites; and

WHEREAS, EDCC intends to create a field training course for their Learn and Serve Environmental Anthropology Field (LEAF) School to provide opportunities to apply traditional cultural knowledge and wetland / critical area science in the field to learn about protecting the environment through sustainable manufacturing and development; and

WHEREAS, FNWS intends to create an Environmental Education Center in Narbeck Wetland Sanctuary to be designed, in part, to serve as classroom, laboratory, library and artifact exhibit space for LEAF anthropology field studies.

NOW, THEREFORE, the CITY, EDCC and FNWS agree:

1. AUTHORITY AND PURPOSE

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

B. Purpose.

a. The first purpose of this AGREEMENT is to create a binding contract between the CITY and EDCC with respect to the City obtaining archaeology permit approval for the Japanese Gulch Fish Passage Project and providing EDCC LEAF student’s field and class room experience with archaeology permitting, archaeology preservation, habitat restoration, cultural awareness, and higher education learning in Japanese Gulch.

b. The second purpose of this Agreement is to allow EDCC to offer appropriate college-level anthropology curriculum(s) that will be used in formal

classes by EDCC at multiple field training sites, including, at a minimum, Japanese Gulch Creek and Narbeck Wetland Sanctuary.

c. The third purpose of this Agreement is to confirm the agreement of FNWS to allow EDCC access to the Narbeck Wetland Sanctuary. Such relationship is between FNWS and EDCC only; however, the City acknowledges FNWS' contribution to community environmental education.

2. PROJECT DESCRIPTION

The City and EDCC agree to work together cooperatively to complete the remaining phases of the Japanese Gulch Fish Passage project which removes fish passage barriers in Japanese Gulch and to create a field laboratory for learning under the LEAF school. The two remaining elements of the Japanese Gulch Fish Passage project include:

- Phase 3: Realign a portion of Japanese Gulch Creek from the existing engineered channel along the west side of the Burlington Northern Rail Road Spur (which accesses the Boeing Company) to its historical channel in Japanese Gulch. Copies of these plans are attached in Appendix A.
- Phase 4: Install a natural log stepped / notched fish ladder at the mouth of Japanese Gulch Wetland where the outfall flows into Japanese Gulch Creek. Copies of these plans are attached in Appendix B.

To accomplish this project, the CITY and EDCC have agreed to enter into a partnership to provide archaeology, environmental stewardship, habitat restoration, and anthropology courses to enrolled college students through the LEAF School under the umbrella of Edmonds Community College by establishing a student curriculum around the City of Mukilteo Japanese Gulch Fish Passage Project. Students will have the opportunity to work with restoration ecologists, archaeologists, city planners, and engineers and others while learning about the social, cultural and ecosystems of Western Washington.

At the conclusion of the archaeological field and lab work for each phase, the City of Mukilteo (through its standard practices and procedures) will construct the corresponding phase of the project. Students will then be given the opportunity to revisit the site to see how their field work was integral to the completed project. Students will also be given the opportunity to present their findings or describe their experiences to the Mukilteo City Council at a date mutually agreed upon by the CITY and EDCC.

As a parallel student learning opportunity, the City and EDCC have agreed to establish a LEAF School wildlife monitoring sites in Mukilteo. The wildlife monitoring program serves as term projects for students in the human ecology courses and includes installing one or two motion-sensitive infrared digital cameras within City owned property to document species and habits of animals present in the City. Students will check the cameras on a monthly basis and then prepare a quarterly report summarizing the results

of their site checks. This opportunity gives students real life data to work with and furthers the monitoring goals of the City's Habitat Management Plan.

3. PROJECT LOCATION

The lower reaches of Japanese Gulch shall be used as the location of the anthropology and archaeology field site and EDCC LEAF School on-site training program. The site is located south of Mukilteo Lane, north of 5th Street in Japanese Gulch and is located on both the east and west side of the Burlington Northern rail road spur line that services Boeing.

Big Gulch will be used as a second wildlife monitoring site which will document which animals are present in the Gulch. The exact location of field monitoring will be left to the LEAF School to determine the best location based on animal tracks and low human activity. Additional wildlife monitoring sites may be added in other parts of the City if jointly agreed upon by the City and EDCC.

4. CONSIDERATION

A. Consideration. The project shall include work by both the CITY and EDCC for a total amount of thirty-six thousand forty six dollars (\$36,046.00) and shall be divided as follows:

- CITY shall pay twenty-five thousand nine hundred and sixty six dollars (\$25,966.00) to meet the federal permitting, archaeology recovery, and reporting requirements necessary to complete the Japanese Gulch Fish Passage project.
- EDCC shall pay up to ten thousand eighty dollars (\$10,080) to support the data recovery efforts in Japanese Gulch and to create a LEAF school archaeology / anthropology curriculum for the 2012 calendar year.

5. TIMING

A. Timing. CITY and EDCC have agreed to the following project field archeology class implementation schedule:

- Archaeologist: The CITY and EDCC shall agree upon a scope of work and hire an archaeologist by January 31, 2012.
- Archaeological Peer Advocate Training: Training student peer advocates, per the agreed upon scope of work, shall take place at EDCC during spring quarter 2012.
- Field Laboratory Work: Archaeology data recovery field work for the Japanese Gulch Fish Passage project, Phase 3 – Stream Relocation, shall be conducted in Japanese Gulch during the summer 2012 quarter and shall be completed by September 1, 2012 to allow for construction of the Phase 3 project.

- Curation and Reporting: Curation of the recovered materials shall be completed per the agreed upon scope of work and in partnership with the archaeologist consultant and students enrolled in the LEAF School during the summer and fall quarter of 2012.
- Timing and Implementation of Japanese Gulch, Phase 4 – Wetland Connection, shall be determined by joint agreement between the City, EDCC, and archaeological consultant.

B. The EDCC LEAF School will establish wildlife monitoring sites in both Japanese Gulch and Big Gulch to document which animals are present in the Gulch and their habits. The students will prepare an annual report based upon the data collected and present their results at the end of each quarter. Wildlife monitoring will be a continuous effort until one or both parties decide to discontinue the program.

C. Further education opportunities not referenced in this Agreement shall be agreed upon by both the CITY and EDCC through an addendum to this Agreement.

6. CITY RESPONSIBILITY.

A. The CITY shall design, permit, and construct the stream enhancements in Japanese Gulch as outlined in Appendix A and B, which details the City's Japanese Gulch Fish Passage Project, and in accordance with approved Hydraulic Permit Approvals from the Department of Fish and Wildlife and the approved 404 Corp permit from the Seattle Office of the Corp of Engineers.

B. The CITY shall manage and oversee all aspects of the Work, according to CITY standards and policies and the law of the State of Washington, including, but not be limited to:

- i. The City shall prepare an archaeology contract, including general terms and technical specifications, consistent with the CITY's standard consultant contract, to hire a qualified archaeologist(s) to support the City in obtaining and implementing State and Federal cultural resources permits as required by the Corp of Engineers for the Fish Passage project.
- ii. The CITY shall provide EDCC access to Japanese Gulch for a field laboratory for the purposes of implementing a teaching curriculum with regard to archaeological data monitoring and recovery. The City anticipates field work will begin in the spring of 2012 and continue through the fall of 2012.
- iii. The CITY shall manage the Work, including all activities of an owner normally associated with a consultant contract, including but not limited to:
 - a. ensuring the Work is completed per consultants scope of work and contract terms and specifications;

- b. making all payments as provided in the consultant contract; and
- c. preparing and maintaining all records normally prepared for consultant contracts.
- iv. At the conclusion of the archaeological field and lab work for each phase, the City of Mukilteo (through its standard practices and procedures) will construct the corresponding phase of the project.

7. EDMONDS COMMUNITY COLLEGE RESPONSIBILITY.

- A. Archaeology and field anthropology program:
 - EDCC shall create an archaeology curriculum using Japanese Gulch as the field site under the LEAF School in the Anthropology Department.
 - EDCC and the City shall jointly select an archaeology consultant to work with the EDCC facility and students to perform the major tasks necessary to meet the cultural resource permitting requirements for the Japanese Gulch Fish Passage project.
 - EDCC shall create an archaeology / anthropology curriculum for the 2012 school year that concentrates on the archaeological permitting and data recovery efforts in Japanese Gulch. Work shall include: training of staff and students on field methodologies, data recovery, and curation of artifacts. Work shall be completed in accordance with the time lines established in Section 5.
 - i. *Training*: EDCC and the selected archaeology consultant will select and train up to seven LEAF students to act as team leaders during the field work exercise. Training will concentrate on site preparation and standard data collection and storage methodologies.
 - ii. *Field Work*: EDCC staff, LEAF team leaders, and the selected archaeology consultant shall conduct data recovery efforts at the Japanese Gulch stream restoration sites as described in this ILA as part of the 2012 curriculum.
 - iii. *Curation and Lab Work*: EDCC staff, LEAF team leaders and students, and the selected archaeologist shall use EDCC's lab space for cleaning, recording, and prepare data descriptions of the materials recovered during the field work exercise listed above.
- B. Wildlife Monitoring Program:
 - EDCC will establish a wildlife monitoring program in the City of Mukilteo through its LEAF School. This service will be offered to the City of Mukilteo free of charge and will serve as term projects for students in the human ecology courses. Location of the field monitoring equipment shall be jointly agreed upon by the City of Mukilteo and EDCC's LEAF School staff.

8. FRIENDS OF NARBECK WETLAND SANCTUARY RESPONSIBILITY TO EDCC.

A. FNWS shall provide EDCC's LEAF School unrestricted access to the Narbeck wetland property for environmental research and formal college-level programs that provide hands-on, broad based anthropology education classes that promotes environmental protection, sustainable manufacturing and development practices, and human ecology. Time and dates for classes and environmental education programs shall be agreed upon by FNWS and EDCC prior to start of each quarter.

B. FNWS shall work with EDCC to pursue further opportunities to construct a Narbeck Environmental Education Center in the Sanctuary with the intent of EDCC to use the site for college level environmental courses as described in subsection A above. FNWS shall also endeavor to pursue grants and contributions that can be used in support of the purposes and objectives of the Narbeck Environmental Education Center.

9. INDEMNIFICATION.

A. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

10. CONSULTANT INDEMNIFICATION AND INSURANCE.

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

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

C. The CITY shall require the consultant 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 consultant shall be required to comply with all applicable CITY and State regulations, ordinances, orders, and codes regarding safety, and any specific requirements of EDCC applied generally to all projects undertaken by EDCC.

11. TERMINATION.

A. 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.

B. Either party may terminate this Agreement at any time for convenience and without cause by delivering to the other party written notice of termination. Such termination will take effect no sooner than thirty (30) days after delivery of the notice of termination.

C. This Agreement may be terminated upon provision of written notice not less than (14) fourteen days prior to the effective date of termination, if the City's funding is reduced or becomes unavailable through failure of appropriation or otherwise.

12. PROJECT RECORDS

During the progress of the contract 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

This section shall govern any disagreements between the CITY and EDCC regarding interpretation or implementation of any provision of this AGREEMENT. The parties agree to mediate any such dispute with Judicial Dispute Resolution (JDR) in Seattle, Washington. If JDR is not in existence or able to hear the dispute, the parties agree to mediate any such dispute with JAMS in Seattle, Washington. If neither JDR nor JAMS is in existence or able to hear the dispute, the mediator shall be appointed by the American Arbitration Association. All costs for mediation services shall be divided equally between the CITY and EDCC. Each agency shall be responsible for the costs of their own legal representation. On the tenth day after the first mediation session either party may commence litigation for the enforcement or interpretation of this AGREEMENT. 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

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

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.

B. Staff contact for each party is as follows:

City of Mukilteo
Patricia Love
Assistant Director of Community Development
11930 Cyrus Way
Mukilteo, WA 98275
425-263-8041
plove@ci.mukilteo.wa.us

Edmonds Community College
Thomas Murphy, Ph.D.
Chair, Department of Anthropology
20000 68th Avenue West
Lynnwood, WA 98036
425-640-1076
tmurphy@edcc.edu

Friends of Narbeck Wetland Sanctuary
Bill Lewallen
Vice President Finance
522-235th Avenue NE
Sammamish, WA 98074
425-868-3141
dblewallen@comcast.net

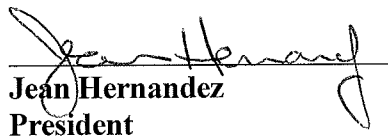
16. ENTIRE AGREEMENT

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.

17. 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.

**EDMONDS
COMMUNITY
COLLEGE
SANCTUARY**

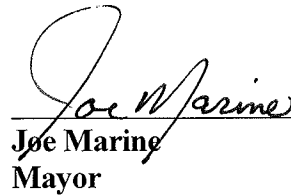


Jean Hernandez
President

2-10-2012

Date

**CITY OF
MUKILTEO**



Joe Marino
Mayor

1/31/12

Date

**FRIENDS OF
NARBECK**

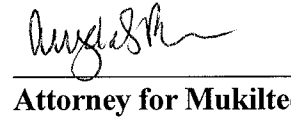
Bill Lewallen
Vice- President

Date

**APPROVED AS
TO FORM**

Attorney for EDCC

**APPROVED AS
TO FORM**



Attorney for Mukilteo

Jim Maynard
President

Date

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**EDMONDS
COMMUNITY
COLLEGE
SANCTUARY**

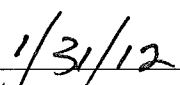
**Jean Hernandez
President**

Date

**CITY OF
MUKILTEO**




**Joe Marino
Mayor**

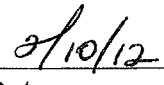


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**FRIENDS OF
NARBECK**



**Bill Lewallen
Vice- President**

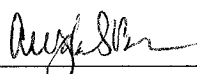


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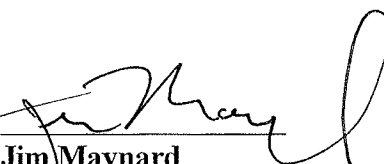
**APPROVED AS
TO FORM**

Attorney for EDCC

**APPROVED AS
TO FORM**



Attorney for Mukilteo



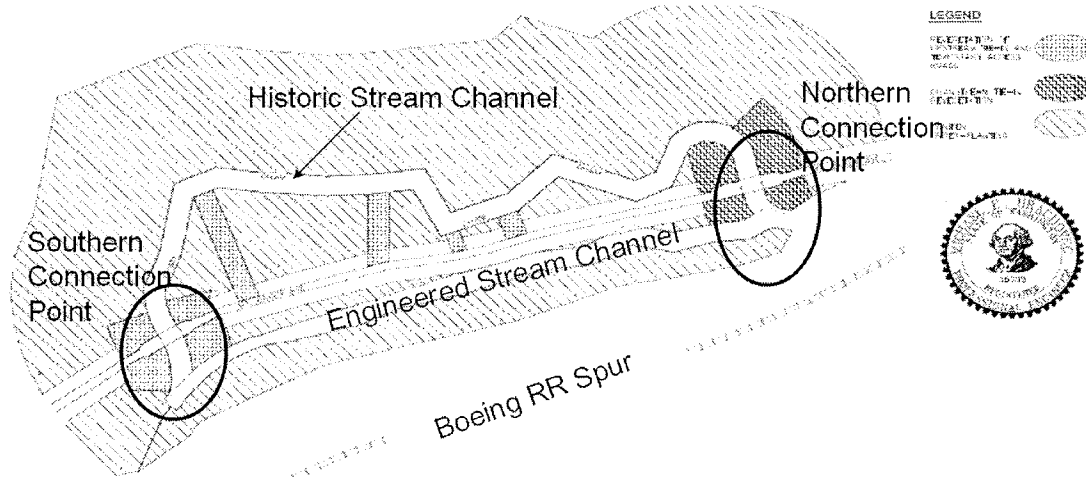
**Jim Maynard
President**



Date

Appendix A: Japanese Gulch Fish Passage Project, Phase 3 – Stream Realignment Plans

Phase 3 Design – Historic Channel

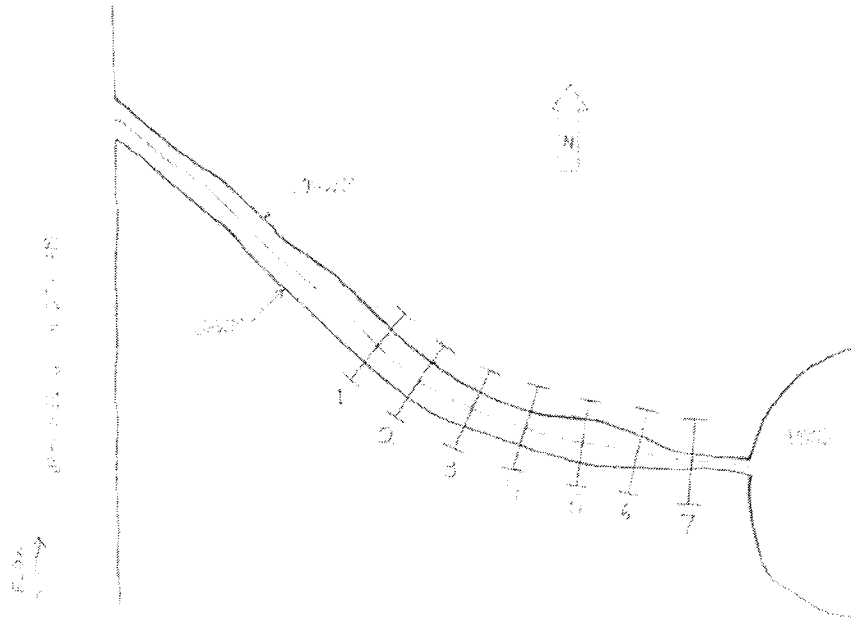


Habitat Improvements:

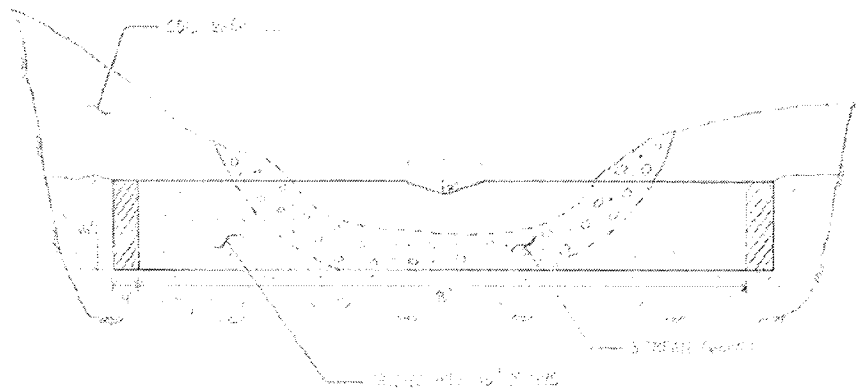
- Add Cobbles, LWD, Plantings

These plans are subject to change based on archaeology permitting requirements and consultation with the Corp of Engineers.

Appendix B: Japanese Gulch Fish Passage Project, Phase 4 – Wetland Connection



Cross Section Detail



These plans are subject to change based on archaeology permitting requirements and consultation with the Corp of Engineers.