

1 **AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN**
2 **SNOHOMISH COUNTY AND THE CITY OF MUKILTEO REGARDING**
3 **INTERJURISDICTIONAL REVIEW AND MITIGATION FOR DEVELOPMENT**
4 **IMPACTS ON THEIR RESPECTIVE TRANSPORTATION INFRASTRUCTURE**
5

6 This Amendment No. 1 to the Interlocal Agreement between Snohomish County and
7 the City of Mukilteo Regarding Interjurisdictional Review and Mitigation for
8 Development Impacts on their Respective Transportation Infrastructure is made and
9 entered into by and between Snohomish County (the "County") and the City of
10 Mukilteo (the "City"), collectively the "Parties".
11

12 WHEREAS, the County and the City entered into that "Interlocal Agreement
13 between Snohomish County and The City of Mukilteo Regarding Interjurisdictional
14 Review and Mitigation for Development Impacts on their Respective Transportation
15 Infrastructure" on April 29, 2009 (hereinafter the "Original Agreement"), attached as
16 Exhibit A; and
17

18 WHEREAS, the Original Agreement is intended to provide for consideration
19 and evaluation of interjurisdictional impacts to transportation infrastructure that result
20 from development and to allow for coordinated governmental actions to mitigate
21 those impacts based upon the Parties' designated mitigation policies; and
22

23 WHEREAS, Sections 3.6, and 4.6 of the Original Agreement are intended to
24 define the actions of each jurisdiction when one Party proposes not requiring some or
25 all of the mitigation requested by the other Party; and
26

27 WHEREAS, Sections 3.5 and 4.5 of the Original Agreement are intended to
28 define the actions of each jurisdiction when one Party agrees to require all of the
29 mitigation requested by the other Party; and
30

31 WHEREAS, Section XII of the Original Agreement provides that the Parties
32 shall execute an amendment to the Agreement in the same manner as provided by
33 law for the execution of the Original Agreement; and
34

35 WHEREAS, the Parties wish to amend the Original Agreement to make the
36 language in Sections 3.5, 3.6, 4.5 and 4.6 consistent and to amend Section XII to
37 better clarify its provisions and to extend the term of the Original Agreement;
38

39 NOW, THEREFORE, in consideration of the mutual promises and covenants
40 contained herein, it is agreed that the Original Agreement shall be amended as follows:
41
42

1 **GENERAL TERMS AND CONDITIONS**

2
3 **Section 1: Amend the language in Section 3.5** – Section 3.5 of the Original Agreement
4 is amended to read as follows:

5
6 **3.5** If the County determines that the mitigation measures requested by the City are
7 reasonably related a development's traffic impacts, the County shall impose the
8 mitigation measures requested by the City as a condition of the County's administrative
9 determination or include such mitigation measures as proposed conditions of
10 development approval to the County Hearing Examiner or other approving official, as
11 appropriate.

12
13 **Section 2: Amend the language in Section 3.6** – Section 3.6 of the Original Agreement
14 is amended to read as follows:

15
16 **3.6** If the County does not either agree to impose the mitigation measures requested
17 by the City in the County's administrative determination or to recommend the mitigation
18 measures as a condition of approval by the County Hearing Examiner or other
19 approving official, the County shall give timely advance written notice of that decision
20 to the City. After providing such notice to the City, and before the County makes its
21 administrative determination or recommendation to the County Hearing Examiner or
22 other approving official, representatives from the County and City shall meet to discuss
23 the City's requested mitigation.

24
25 If after this meeting, the City and County still cannot agree upon mitigation measures
26 to be imposed, the County will issue its administrative decision or recommendation to
27 the County Hearing Examiner or other approving authority including mitigation
28 measures the County determines to be appropriate under applicable County Code
29 provisions. The City shall be granted an opportunity to either formally address or
30 submit comments to the County Hearing Examiner before or at the project's public
31 hearing or other approving authority prior to the issuance of an administrative decision,
32 to explain how its requested mitigation is consistent with City mitigation policies and
33 state and case law, or, in the case of an administrative decision, the City shall retain
34 the right to file an appeal of the decision.

35
36 **Section 3: Amend the language in Section 4.5** – Section 4.5 of the Original Agreement
37 is amended to read as follows:

38
39 **4.5** If the City determines that the mitigation measures requested by the County are
40 reasonably related to a development's traffic impacts, the City shall impose the
41 mitigation measures requested by the County as a condition of the City's administrative
42 determination or include such mitigation measures as proposed conditions of

1 development approval to the City Hearing Examiner or other approving official, as
2 appropriate.

3
4 Section 4: Amend the language in Section 4.6 – Section 4.6 of the Original Agreement
5 is amended to read as follows:
6

7 4.6 If the City does not either agree to impose the mitigation measures requested
8 by the County in the City's administrative determination or to recommend the mitigation
9 measures as a condition of approval by the City Hearing Examiner or other approving
10 official, the City shall give timely advance written notice of that decision to the County.
11 After providing such notice to the County, and before the City makes its administrative
12 determination or recommendation to the City Hearing Examiner or other approving
13 official, representatives from the City and County shall meet to discuss the County's
14 requested mitigation.
15

16 If after this meeting, the County and City still cannot agree upon mitigation measures
17 to be imposed, the City will issue its administrative decision or recommendation to the
18 City Hearing Examiner or other approving authority including mitigation measures the
19 City determines to be appropriate under applicable City Code provisions. The County
20 shall be granted an opportunity to either formally address or submit comments to the
21 City Hearing Examiner before or at the project's public hearing or other approving
22 authority prior to the issuance of an administrative decision, to explain how its
23 requested mitigation is consistent with County mitigation policies and state and case
24 law, or, in the case of an administrative decision, the County shall retain the right to file
25 an appeal of the decision.
26

27 Section 5: Amend the language in Section XII – Section XII of the Agreement is
28 amended to read as follows:
29

30 XII. EFFECTIVE DATE, DURATION, AMENDMENT AND EXTENSION

31

32 This Agreement shall be effective 60 days following the approval of the Agreement by
33 the official action of the governing bodies of each of the parties and the signing of the
34 Agreement by the duly authorized representative of each party, and the recording of
35 the Agreement with the County Auditor. The Agreement shall remain in full force and
36 effect until the end of the calendar year 2029.
37

38 Any amendments shall be in writing and executed in the same manner as provided
39 by law for the execution of this Agreement and shall be effective following the
40 approval of the amendment by the official action of the governing bodies of each of
41 the parties and the signing of the amendment by an authorized representative of
42 each party and the posting of the amendment on the County's website pursuant to

1 RCW 39.34.040; PROVIDED, that prior to termination, the term of this Agreement
2 may be extended administratively by written agreement signed by the County's
3 Public Works Director, or his or her designee, and by an authorized City
4 representative after receiving City Council approval.
5
6

7 IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.
8 One, effective on the latest date shown below. The signatories below represent and
9 warrant that they possess the authority to execute this Amendment No. 1 and bind
10 their respective entities.
11

12 SNOHOMISH COUNTY

CITY OF MUKILTEO

13
14
15 By: 
16 Dave Somers
17 Snohomish County Executive
18

19
20
21 By: 
22 Jennifer Gregerson
23 City of Mukilteo Mayor

24 ATTEST:

ATTEST:

25
26 By: 
27
28

By: _____

29 Approved as to Form Only:

Approved as to Form Only:

30
31 By:  10/2/19
32 Deputy Prosecuting Attorney
33
34

35
36 By: 
37 City Attorney
38
39

COUNCIL USE ONLY	
Approved.	12.18.19
Docfile	D-19

EXHIBIT A

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND
THE CITY OF MUKILTEO REGARDING INTERJURISDICTIONAL REVIEW AND
MITIGATION FOR DEVELOPMENT IMPACTS ON THEIR RESPECTIVE
TRANSPORTATION INFRASTRUCTURE**

[See Attached]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

