

After Recording Return To:
Snohomish County Public Works
Program Planning - 7th Floor
Attn: John Davis
2930 Wetmore Avenue
Everett, Washington 982012-4044

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF SULTAN ON RECIPROCAL MITIGATION OF TRANSPORTATION IMPACTS

I. PARTIES AND CITATIONS

This Interlocal Agreement (hereinafter "AGREEMENT") is entered into pursuant to Chapter 36.70A RCW (the Growth Management Act), Chapter 43.21C RCW (SEPA), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), Chapter 36.115 (Service Agreements) and Chapter 39.34 RCW (the Interlocal Cooperation Act) by the City of Sultan, a Washington municipal corporation (hereinafter "CITY") and Snohomish County, a political subdivision of the State of Washington (hereinafter "COUNTY").

II. PURPOSE AND RECITALS

- A. This AGREEMENT between the CITY and the COUNTY relates to the policies and procedures for reciprocal review and mitigation of interjurisdictional transportation system impacts of land development.
- B. Within their own jurisdictions, the COUNTY and the CITY each have responsibility and authority derived from the Washington State Constitution, State laws, and any local charter to plan for and regulate uses of land and resultant environmental impacts, and by law must consider the impacts of governmental actions on adjacent jurisdictions.
- C. The CITY and the COUNTY recognize that planning and land use decisions can have extra-jurisdictional impacts and that intergovernmental cooperation is an effective manner to deal with impacts and opportunities that transcend local jurisdictional boundaries.
- D. The CITY and COUNTY have entered into a generalized, framework interlocal agreement for annexation within the Urban Growth Area (UGA) which includes general statements of principle and policy. This AGREEMENT addresses joint transportation system planning and impact mitigation consistent with the framework interlocal agreement.

- E. The CITY has taken numerous actions to address mitigation of environmental and other impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Section V below shall be collectively referred to as the CITY's mitigation policies. Among the CITY's mitigation policies are Titles 16 and 17 of the Sultan Municipal Code (SMC) which provide the regulatory authority under which the CITY conditions land-use approvals to require developments in the CITY to mitigate their transportation impacts on COUNTY roads or the streets of other cities.
- F. The COUNTY has also taken numerous actions to address mitigation of environmental and transportation impacts generated by development proposals. The regulations, plans, codes, and mitigation policies designated in Section VI below shall be collectively referred to as the COUNTY's mitigation policies. Among the COUNTY's mitigation policies is Snohomish County Code Title 26B, including SCC 26B.55.080, which provides the regulatory authority under which the COUNTY conditions land-use approvals to require developments in the unincorporated COUNTY to mitigate their transportation impacts on city streets or other counties' roads.
- G. It is in the best interest of the citizens of both jurisdictions to initiate through interlocal agreement the reciprocal imposition of mitigation requirements and improvements.

III. MITIGATION FOR IMPACTS IN THE CITY BY DEVELOPMENTS IN THE UNINCORPORATED COUNTY

- A. Transportation Service Areas (TSAs) and the City Street System. For purposes of this AGREEMENT and implementing the provisions of Title 26B SCC, it has been determined that the CITY is located in TSA C as shown on the TSA Map in the Snohomish County Transportation Needs Report referenced in Section VI. Pursuant to this AGREEMENT the CITY shall determine the transportation impacts of COUNTY developments in TSA C on the CITY street system including State highways within the CITY.
- B. Role of Chapter 43.21C RCW (SEPA). For most COUNTY developments, compliance with this AGREEMENT will satisfy the requirements to mitigate adverse and significant adverse impacts under Chapter 43.21C RCW (SEPA) for impacts on CITY streets. However, consistent with SCC 26B.50.030, this AGREEMENT does not limit the ability of the CITY to request additional mitigation pursuant to Chapter 43.21C RCW (SEPA) where the specific impacts of the development are not addressed by this AGREEMENT or for developments outside of TSA C.
- C. Applicability to COUNTY Developments. This AGREEMENT applies to all developments located in unincorporated Snohomish County, inside TSA C, which are not exempt from the requirements of SEPA, and which have submitted a complete application, as determined by Snohomish County Planning and Development Services (SnoCoPDS) on or after the effective date of this

AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred to hereinafter as "COUNTY DEVELOPMENTS."

- D. Providing Notice. SnoCoPDS shall give the CITY agency notice and afford the CITY a timely opportunity for review, comment, staff consultation as provided by the Snohomish County Code, and, where applicable, participation in the COUNTY's development review and approval process, related to the impacts that COUNTY DEVELOPMENTS may have on the CITY's transportation system under the CITY's designated mitigation policies.
- E. Traffic Study. The COUNTY, through this AGREEMENT, shall require a traffic study from any COUNTY DEVELOPMENT that may have impacts on the CITY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such COUNTY DEVELOPMENT shall submit the requested traffic study to SnoCoPDS as part of its initial development application.
1. The CITY shall provide the criteria for preparation of the traffic study.
 2. The COUNTY may waive the requirement for all or part of the traffic study if the CITY indicates that all information necessary to assess the impact of the development is available.
 3. The Snohomish County Department of Public Works (SnoCoDPW) shall inform applicants, at the pre-submittal conference, of the CITY's requirements for traffic studies and mitigation.
 4. Following review of the traffic study, the CITY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT. The COUNTY shall require the proposed development to submit the supplemental information and analysis to the extent that the COUNTY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT.
- F. Mitigating Measures. If it is determined by the CITY that a COUNTY DEVELOPMENT will impact the CITY's transportation system, the CITY shall notify the COUNTY of specific measures reasonably necessary to mitigate said impacts in accordance with the CITY's designated mitigation policies referenced in Section V. For each mitigating measure requested the CITY shall identify the specific impacts and reference the relevant CITY mitigation policy. Notification of the specific mitigating measures shall be provided by the CITY within twenty-one (21) days of the date of notice of application provided in accordance with Section III (D) except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended.
1. If SnoCoPDS does not receive timely the CITY's notification of mitigating measures consistent with Section III (F) above, SnoCoPDS may assume that the CITY has no comments or information relating to potential

impacts of the development on CITY facilities and may not require any mitigation from the development for impacts on CITY facilities.

2. The provisions of this section do not apply if SnoCoPDS fails to provide the CITY with notice of the development consistent with Section III (D) above.
- G. Scope of Mitigating Measures. Under this AGREEMENT, COUNTY DEVELOPMENTS may be required to mitigate impacts on CITY streets for any of the following: safety, access and circulation, and level of service. Any COUNTY development may be required to meet any adopted minimum countywide urban growth area (UGA) standards for on-site transportation facilities (e.g., roads, sidewalks, planting strips, etc.) Any COUNTY development which fronts on the right-of-way of the CITY may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements consistent with CITY standards, as adopted in Section V of this AGREEMENT.
- H. Mitigation for Impacts on Safety. Mitigation of impacts on documented safety problem locations is required prior to the impacts of the traffic from COUNTY DEVELOPMENT in order to improve such locations in accordance with adopted standards. If such conditions are found to be existing in the CITY at the time of development application review and the COUNTY DEVELOPMENT will put 30 or more average daily trips through the identified location, or if the COUNTY DEVELOPMENT'S traffic will cause a safety problem location at the time of full occupancy of the development, the CITY may request that the development not be approved until provisions are made to remedy the safety problem condition.
- I. Mitigation for Impacts on Access and Circulation. The CITY may request that any COUNTY DEVELOPMENT impacting CITY streets with 30 or more average daily trips be required to provide for access and transportation circulation on CITY streets in accordance with the CITY'S designated mitigation policies referenced in Section V, to design and construct such access in accordance with the CITY'S adopted policies and standards, and to improve existing CITY streets that provide access to the development in order to comply with the CITY'S adopted design policies and standards.
- J. Mitigation for Impacts on Level of Service. COUNTY DEVELOPMENTS which generate more than 50 trips in the development's peak hour may be required to conduct traffic studies to determine their impacts on the level of service (LOS) of CITY streets. The CITY may request mitigation for impacts on the LOS of the CITY street system from any such COUNTY DEVELOPMENT that causes a LOS deficiency, or that impacts a current or future LOS deficiency with three or more peak-hour trips. For the purposes of this AGREEMENT, a future LOS deficiency means that a level of service deficiency is forecast to occur at the time of or prior to the development's certificate of occupancy. No mitigation will be requested if the CITY'S current six-year transportation improvement program (TIP) identifies improvements that are scheduled and fully-funded which will remedy the forecast LOS deficiency.

- K. The CITY shall make recommendations to the COUNTY regarding application of its designated mitigation policies to COUNTY DEVELOPMENTS that impact the CITY's transportation system in a manner consistent with the CITY's application of mitigation policies to CITY DEVELOPMENTS that impact the CITY's transportation system.
- L. Consistent with SCC 26B.55.080(2), COUNTY staff shall recommend imposing the mitigating measures requested by the CITY in accordance with this AGREEMENT as a condition of the COUNTY's development approval to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the COUNTY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the SnoCoDPW determines that it may not recommend imposing the mitigating measures requested by the CITY, the SnoCoDPW will notify the CITY as soon as possible, and work with the CITY to mutually resolve any differences prior to development approval.
- M. The CITY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review (including the private property protection process of RCW 36.70A.370) of any recommendation made by the CITY for imposition of mitigation measures on COUNTY development. The CITY shall provide all supporting documentation to the COUNTY for inclusion in the record for the COUNTY DEVELOPMENT. The CITY shall be responsible for all accounting, administration and compliance with Chapter 82.02 RCW related to mitigation by COUNTY DEVELOPMENTS for impacts in the CITY.
- N. Administrative Provisions for Mitigating Measures
1. The time of construction and/or payment to mitigate impacts in the CITY shall be in accordance with SCC 26B.55.080.
 2. Any proportionate share impact mitigation payment or construction of improvements to be made in accordance with this AGREEMENT shall be the subject of a voluntary agreement between the developer and the CITY.
 3. The requirements of SCC 26B.55.010(1), (2), (3), (4) and (7) shall apply in the determination of developer obligations. These provisions address time of determination, developer proposal of mitigation, validity of mitigating measures imposed, reinvestigation of traffic impacts and requests to amend a proposed development.

IV. MITIGATION FOR IMPACTS IN THE COUNTY BY DEVELOPMENTS IN THE CITY

- A. Transportation Service Areas (TSAs) and Urban Growth Areas (UGAs). For purposes of this AGREEMENT, the COUNTY shall determine the transportation impacts of CITY developments on the COUNTY road system in TSA C as shown on the TSA Map in the Snohomish County Transportation Needs Report referenced in Section VI below. It is recognized that all developments within the CITY are located inside the Urban Growth Area (UGA) as established in the Snohomish County GMA Comprehensive Plan referenced in Section VI below.
- B. Role of Chapter 43.21C RCW (SEPA). For most CITY developments, compliance with this AGREEMENT will satisfy the requirements to mitigate adverse and significant adverse impacts under Chapter 43.21C RCW (SEPA) for impacts on COUNTY roads. However, This AGREEMENT does not limit the ability of the COUNTY to request additional mitigation pursuant to Chapter 43.21C RCW (SEPA) where the specific impacts of the development are not addressed by this AGREEMENT or for developments with impacts outside of TSA C.
- C. Applicability to CITY Developments. This AGREEMENT applies to all developments located in the CITY which are not exempt from the requirements of SEPA, and which have submitted a complete application, as determined by the CITY, on or after the effective date of this AGREEMENT. For the purpose of this AGREEMENT, developments meeting these conditions will be referred hereinafter as "CITY DEVELOPMENTS."
- D. Providing Notice. The CITY shall give the COUNTY agency notice and afford the COUNTY a timely opportunity for review, comment, staff consultation as provided by the Sultan Municipal Code, and, where applicable, participation in the CITY's development review and approval process, related to the impacts that a CITY DEVELOPMENT may have on the COUNTY's transportation system under the COUNTY's designated mitigation policies.
- E. Traffic Study. The CITY, through this AGREEMENT, shall require a traffic study from any CITY DEVELOPMENT that may have impacts on the COUNTY's transportation system requiring mitigation in accordance with this AGREEMENT. Any such CITY DEVELOPMENT shall submit the requested traffic study to the CITY as part of its initial development application.
1. The criteria for preparation of the traffic study shall be provided by the COUNTY.
 2. The CITY may waive the requirement for all or part of the traffic study if the COUNTY indicates that all information necessary to assess the impact of the development is available.
 3. The CITY shall inform applicants, at the pre-application stage, of the COUNTY's requirements for traffic studies and mitigation.

4. Following review of the traffic study, the COUNTY may request supplemental information and analysis as necessary to determine the impacts of the development in accordance with this AGREEMENT. The CITY shall require the proposed development to submit the supplemental information and analysis to the extent that the CITY determines that it is necessary to determine the impacts of the development in accordance with this AGREEMENT.
- F. Mitigating Measures. If it is determined by the COUNTY that a CITY DEVELOPMENT will impact the COUNTY's transportation system, the COUNTY shall notify the CITY of specific measures reasonably necessary to mitigate said impacts in accordance with the COUNTY's designated mitigation policies referenced in Section VI. For each mitigating measure requested the COUNTY shall identify the specific impacts and reference the relevant COUNTY mitigation policy. Notification of the specific mitigating measures shall be provided by the COUNTY within twenty-one (21) days of the date of notice of application provided in accordance with Section IV (D), except where notice is for review of an environmental impact statement, in which case the review period shall be as established in accordance with WAC 197-11-502 as now existing or hereafter amended.
1. If the CITY does not receive timely the COUNTY's notification of mitigating measures consistent with Section IV (F) above, the CITY may assume that the COUNTY has no comments or information relating to potential impacts of the development on COUNTY facilities and may not require any mitigation from the development for impacts on COUNTY facilities.
 2. The provisions of this section do not apply if the CITY fails to provide the COUNTY with notice of the development consistent with Section IV (D) above.
- G. Scope of Mitigating Measures. Under this AGREEMENT, CITY DEVELOPMENTS may be required to mitigate impacts on COUNTY roads for any of the following: safety, access and circulation, and level of service. CITY DEVELOPMENTS which front on the right-of-way of the COUNTY may also be required to provide frontage improvements, dedicate or deed right-of-way, and meet access-point requirements.
- H. Mitigation for Impacts on Safety. Mitigation of impacts on documented safety problem locations (designated "inadequate road conditions" in the unincorporated COUNTY) is required prior to the impacts of the traffic from CITY DEVELOPMENT in order to improve such locations in accordance with adopted standards. If such conditions are found to be existing in the COUNTY at the time of development application review and the CITY DEVELOPMENT will put 30 or more average daily trips through the identified location, or if the CITY DEVELOPMENT'S traffic will cause an inadequate road condition at the time of full occupancy of the development, the COUNTY may request that the development not be approved until provisions are made to remedy the inadequate road condition.

- I. Mitigation for Impacts on Access and Circulation. The COUNTY may request that any CITY DEVELOPMENT impacting COUNTY roads with 30 or more average daily trips be required to provide for access and transportation circulation on COUNTY roads in accordance with the COUNTY's designated mitigation policies referenced in Section V, to design and construct such access on COUNTY roads in accordance with the COUNTY's adopted policies and standards, and to improve existing COUNTY roads that provide access to the development in order to comply with the COUNTY's adopted design policies and standards.
- J. Mitigation for Impacts on Level of Service. CITY DEVELOPMENTS which generate more than 50 trips in the development's peak hour may be required to conduct traffic studies to determine their impacts on the level of service (LOS) of COUNTY roads. The COUNTY may request mitigation for impacts on the LOS of the COUNTY road system from any such CITY DEVELOPMENT that causes an arterial unit in arrears, as defined in SCC 26B.51.005, or that impacts a current or future arterial unit in arrears with three or more peak-hour trips. For the purposes of this AGREEMENT, a future arterial unit in arrears means that a level of service deficiency is forecast to occur on an arterial unit at the time of or prior to the development's certificate of occupancy and that the COUNTY's current six year transportation improvement program (TIP) does not identify improvements that are scheduled and fully-funded which will remedy the forecast LOS deficiency on the arterial unit.
- K. The COUNTY shall make recommendations to the CITY regarding application of its designated mitigation policies to CITY DEVELOPMENTS that impact the COUNTY's transportation system in a manner consistent with the COUNTY's application of mitigation policies to COUNTY DEVELOPMENTS that impact the COUNTY's transportation system.
- L. The CITY shall recommend imposing the mitigating measures requested by the COUNTY in accordance with this AGREEMENT as a condition of the CITY's development approval to the extent that such requirements are reasonably related to the impact of the development and consistent with the terms of this AGREEMENT and applicable law. The approving authority for the CITY will impose such mitigating measures as a condition of approval of the development in conformance with the terms of this AGREEMENT unless such action would not comply with existing laws or statutes. If the CITY determines that it may not recommend imposing the mitigating measures requested by the COUNTY, then the CITY will notify the COUNTY as soon as possible, and work with the COUNTY to mutually resolve any differences prior to development approval.
- M. The COUNTY shall be responsible for individualized analysis, documentation, hearing testimony, and legal review (including the private property protection process of RCW 36.70A.370) of any recommendation made by the COUNTY for imposition of mitigation measures on CITY development. The COUNTY shall provide all supporting documentation to the CITY for inclusion in the record for the CITY DEVELOPMENT. The COUNTY shall be responsible for all accounting, administration and compliance with Chapter 82.02 RCW related to mitigation by CITY DEVELOPMENTS for impacts in the COUNTY.

N. Administrative Provisions for Mitigating Measures

1. The time of construction and/or payment of mitigating measures shall be as follows:
 - a) For plats, prior to or at the time of recording.
 - b) For all other developments prior to issuance of permits.
2. Any proportionate share impact mitigation payment or construction of improvements to be made in accordance with this AGREEMENT shall be the subject of a voluntary agreement between the developer and the COUNTY.

V. COUNTY RECOGNITION OF CITY'S DESIGNATED REGULATIONS, PLANS, CODES AND MITIGATION POLICIES FOR PURPOSES OF SEPA REVIEW AND/OR DEVELOPMENT REVIEW

This AGREEMENT addresses the procedures for identification, documentation, and mitigation of interjurisdictional traffic impacts. The COUNTY recognizes the following designated mitigation policies of the CITY as a basis for the COUNTY's exercise of review and mitigation authority pursuant to state and local law:

- A. The CITY's Environmental Policy Regulations and Ordinances, and the CITY's adopted policies for the substantive authority of SEPA as identified in SMC 17.04 SEPA Ordinance, as now existing or hereafter amended:
 1. SMC Titles 16 (Building and Construction), 17 (Environmental Regulations), as now existing or hereafter amended; and
 2. The Sultan GMA Comprehensive Plan adopted by ordinance in June 1995 including, but not limited to, the General Policy Plan Land Use Element, Capital Facilities Element and the Transportation Element, as now existing or hereafter amended.
- B. CITY codes, chapters, resolutions, plans or reports incorporated by reference in titles, chapters, documents, or plans cited above.
- C. CITY adopted policies by Council.

VI. CITY RECOGNITION OF COUNTY'S DESIGNATED REGULATIONS, PLANS, CODES, AND MITIGATION POLICIES FOR PURPOSES OF SEPA REVIEW AND/OR DEVELOPMENT REVIEW

This AGREEMENT addresses the procedures for identification, documentation, and mitigation of interjurisdictional traffic impacts. The CITY recognizes the following designated mitigation policies of the COUNTY as a basis for the CITY's exercise of review and mitigation authority pursuant to state and local law.

- A. The COUNTY's Environmental Policy Ordinances, Title 23 SCC, and the COUNTY's adopted policies for the substantive authority of SEPA as identified in SCC 23.36.030, including, but not limited to, as now existing or hereafter amended:
 - 1. Title 26B SCC as now existing or hereafter amended; and
 - 2. The Snohomish County GMA Comprehensive Plan adopted by Ordinance 94-125 in June 1995 including, but not limited to, the General Policy Plan, Capital Facilities Element and the Transportation Element, as now existing or hereafter amended.

- B. COUNTY codes, chapters, resolutions, plans or reports incorporated by reference in titles, chapters, documents, or plans cited above, including, but not limited to:
 - 1. Snohomish County's Engineering Design and Development Standards (EDDS) adopted under Chapter 13.05 SCC, as now existing or hereafter amended; and
 - 2. The Snohomish County Transportation Needs Report, as now existing or hereafter modified.

VII. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This AGREEMENT in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties shall comply with the requirements of the Open Public Meetings Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes and other applicable laws and regulations. The COUNTY and CITY retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decision-making responsibility vested in them by law.

VIII. RELATIONSHIP TO FUTURE PLANNING AND RECIPROCAL IMPACT MITIGATION AGREEMENTS

The CITY and COUNTY understand that many multi-jurisdictional planning and growth management issues will need to be addressed as growth continues. Both parties also understand that joint planning agreements will be required to accomplish the planning and plan implementation requirements of the Growth Management Act of 1990 as amended. Such agreements may focus on particular issues and delineate specific responsibilities that are beyond the scope of this AGREEMENT.

IX. DEVELOPMENT AND REVIEW OF ENVIRONMENTAL STANDARDS

The COUNTY and the CITY will continue to work toward the establishment of coordinated transportation system development standards and development mitigation policies. The COUNTY and the CITY will periodically review their existing mitigation policies for consistency in the implementation of this AGREEMENT, and will promptly notify the other in the event of any material change in such policies. In that event, the parties agree to amend this AGREEMENT as appropriate.

X. 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, the signing of the AGREEMENT by the duly authorized representative of each of the parties hereto, and recording of the executed AGREEMENT with the County Auditor.
- B. This AGREEMENT may be modified or terminated upon mutual agreement of the parties. Any modification shall become effective 30 days following written amendment to the AGREEMENT executed by both parties. Any mutual termination shall become effective 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, including recording with the County Auditor.
- C. Either party may terminate its obligations under this AGREEMENT upon 180 days advance written notice to the other party.
- D. Following any amendment or termination, the COUNTY and CITY are mutually responsible for fulfilling any outstanding obligations under this AGREEMENT incurred prior to the effective date of the amendment or termination. The COUNTY and CITY agree to follow the terms of this AGREEMENT for any developments submitted prior to the effective date of the amendment or termination.

XI. INDEMNIFICATION AND LIABILITY

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

negligence of the COUNTY and the CITY, 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 the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. The CITY shall hold the COUNTY harmless and defend at its expense any legal challenges to the CITY's requested mitigation and/or any failure by the CITY to comply with RCW 82.02.020 or RCW 82.02.070.

XII. COMPLIANCE WITH THE LAW

The COUNTY and the CITY shall comply with all applicable federal, state and local laws in performing this AGREEMENT.

XIII. 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.

XIV. RECORDS

Both parties shall maintain adequate record to document obligations performed under this AGREEMENT. Both parties shall have the right to review the other party's records with regard to the subject matter of this AGREEMENT, upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this AGREEMENT.

XV. 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.

XVI. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement between the parties with respect to the reciprocal mitigation of traffic impacts.

XVII. 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.

XVIII. CONTACTS FOR AGREEMENT

The contact persons for this AGREEMENT are:

Laura Koenig
City Clerk
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
(360) 793-2231

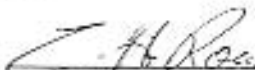
Laura.K.C@cityofsultan.com

John Davis
Transportation Specialist
Snohomish County Public Works
2930 Wetmore AV
Everett, WA 98201
(425) 388-3488

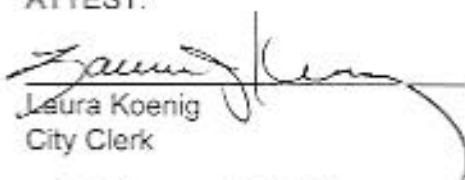
IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the date indicated below.

Dated this 31st day of October 19 2001.


CITY OF SULTAN
BY:


C.H. Rowe
Mayor

ATTEST:


Laura Koenig
City Clerk

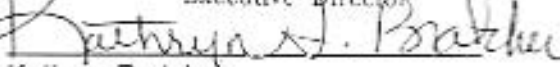
Approved as to form:
Office of the City Attorney


Thom Graafstra
City Attorney for
Sultan

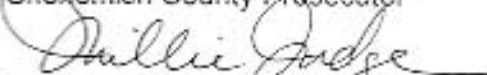
SNOHOMISH COUNTY
BY:


Robert J. Drewel
County Executive

ATTEST: STEPHEN L. HOLT
Executive Director


Kathryn Bratcher
Clerk of the County Council

Approved as to form:
Snohomish County Prosecutor


Millie Judge
Deputy Prosecuting Attorney for
Snohomish County