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INTERLOCAL AGREEMENT  
BETWEEN THE TULALIP TRIBES OF WASHINGTON AND SNOHOMISH COUNTY

RELATING TO THE APPRAISAL, ACQUISITION, RELOCATION AND ADMINISTRATION OF THE RIGHT-OF-WAY AND ACCESS CONTROL NECESSARY FOR THE I-5/88TH STREET NE INTERCHANGE PROJECT

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of September 1993 by and between Snohomish COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", and the Tulalip TRIBES of Washington, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 as amended, hereinafter referred to as "TRIBES".

WHEREAS, a multi-jurisdictional transportation improvement project involving federal, state, tribal, county and city interests relating to the Interstate 5 (I-5) and 88th Street NE Interchange and adjacent roads, including the Quilceda Creek Bridge No. 455, is planned; and

WHEREAS, the TRIBES are lead agency for the project in accordance with the "Interlocal Agreement Between The Tulalip Tribes of Washington and Snohomish County Relating to Development of Contract Plans, Specifications, and Estimates for the 88th Street N.E. County Road Improvements Between the East I-5 Ramps to the Vicinity of State Street, Including the Quilceda Creek Bridge No. 455 Replacement;" and

WHEREAS, the parties desire that the Right-of-Way (R/W) appraisal, environmental risk assessments, acquisition, including condemnation as necessary, relocation assistance, and related

services and administration for the I-5/88th Street NE Interchange and the 88th Street NE county road improvements be closely coordinated and acquired in the same time period in accordance with Federal Highway Administration (FHWA), Washington State Department of Transportation (WSDOT) and Snohomish COUNTY requirements; and

WHEREAS, the COUNTY is conducting the R/W appraisal, acquisition and relocation services for the 88th Street NE county road improvements between the East I-5 ramp and the vicinity of State Street; and

WHEREAS, the TRIBES is requesting the COUNTY to appraise, acquire, provide for relocation, and administrate the twelve (12) parcels of R/W for the I-5/88th Street NE Interchange, hereinafter referred to as the "Project", as shown in Exhibit "A;"

NOW THEREFORE, it is mutually agreed as follows:

I. PURPOSE AND DURATION

The purpose of this interlocal agreement is to set forth the mutual responsibilities of the parties relating to the appraisal, environmental risk assessments, acquisition, condemnation as necessary, relocation assistance, related services, and administration of the R/W and Access Control necessary for the Project as shown in Exhibit "A" in accordance with Federal Highway Administration, Washington Department of Transportation, and COUNTY requirements. The R/W necessary for the Project is shown on the attached Exhibit "A" which is

incorporated into this Agreement by reference. This Agreement shall remain in effect until R/W documents are complete and final payment is made, including final payments ordered under any settlement or judicial decree of appropriation.

## II. RESPONSIBILITY OF THE TRIBES

2.1. The TRIBES shall provide a R/W and Access Control plan approved by the Washington State Department of Transportation (WSDOT) for the Project as shown in Exhibit "A". The TRIBES are responsible for all limited access proceedings. The TRIBES shall provide all information which has been compiled or is available concerning the property interests to be acquired. The TRIBES shall furnish copies of plan sheets showing limits of parcels, rights to be acquired, and sufficient engineering data to develop legal descriptions.

2.2. The TRIBES shall pay the COUNTY for all costs incurred in the appraisal, environmental risk assessment, acquisition, relocation, condemnation, and administration of the R/W and access control necessary for the Project and a fifteen percent (15%) administrative fee on direct labor associated with services provided in this Agreement for the Project.

2.3. The TRIBES will facilitate and obtain all necessary Tribal, Federal, and State approvals to acquire the Tribal Trust property and any other necessary Tribal and Federal approvals for acquisition of property interests required for the Project. The parties agree that condemnation proceedings will not be necessary for any properties subject to Tribal Trust status

or Tribal and/or Federal approval of the acquisition.

2.4. The TRIBES will incorporate into their "City/County Agreement" (local agency agreement between the TRIBES and the WSDOT) for the Project provisions that the COUNTY will acquire the property indicated in Exhibit "A" on behalf of the WSDOT in the name of the State.

2.5. The TRIBES will review and approve the possession and use agreements, authorizations for condemnation proceedings, and/or orders for immediate possession and use and arrange for WSDOT review and approval of all possession and use agreements, authorizations for condemnation proceedings, and orders for immediate possession and use as necessary. The TRIBES and/or WSDOT will also guarantee payment of all costs and fees incurred in acquisition of parcels subject to possession and use agreements or orders for immediate possession and use. The obligation to pay all costs and fees required in any negotiated settlement or judicial decree of appropriation for parcels subject to immediate possession and use agreements or orders shall not be subject to the cost limitations provided in Section IV.

### III. COUNTY RESPONSIBILITY

3.1. The COUNTY shall appraise, perform environmental risk assessments, acquire, provide for relocation assistance, perform property management services, and administrate the R/W and Access Control necessary for the I-5/88th Street NE Interchange as shown in Exhibit "A". The COUNTY will acquire the R/W and Access

Control documents and deeds necessary for the I-5/88th Street NE Interchange in the name of WSDOT as an agent of the State. The COUNTY shall perform services under this Agreement in accordance with appropriate provisions of the FHWA and WSDOT regulations and requirements, including the WSDOT Local Agency Guidelines and Right of Way Manual.

3.2. The normal workload of the COUNTY shall have priority over any work performed under this Agreement. The COUNTY shall promptly notify the TRIBES of any hardship or other inability to perform under this Agreement. The scope of acquisition services may be increased or decreased if such change becomes necessary, but any such change shall be accomplished by written agreement between the COUNTY and the TRIBES and/or the WSDOT.

3.3. Condemnation actions deemed necessary will be commenced pursuant to RCW 8.08.090 through 8.08.130, or any other authority, in the name of the State. The Snohomish County Council retains full legislative discretion concerning commencement of condemnation proceedings for the necessary property interests for the Project.

3.4. The Snohomish County Prosecuting Attorney retains full discretion over legal proceedings instituted by the COUNTY under this Agreement. The COUNTY makes no commitments or representations concerning the discretionary decisions of the Snohomish County Council with respect to institution of condemnation proceedings or the legal determinations of the Snohomish County Superior Court or Federal Court concerning

adjudications in connection with any eminent domain proceedings or other legal proceedings. The COUNTY retains full discretion to determine the adequacy of title. The Snohomish County Prosecuting Attorney, on behalf of the COUNTY, reserves full authority to conduct and control any judicial proceedings, including determinations to settle and compromise any legal action or to discontinue litigation in whole or in part at any time.

#### IV. PAYMENT

4.1. The TRIBES, in consideration of the faithful performance of the work to be done by the COUNTY, shall pay the COUNTY for all costs, fees and expenses incurred in the appraisal, environmental risk assessment, negotiation, relocation assistance, property management, condemnation or other legal proceedings, administration, and 15% administrative fee on labor, as necessary for the I-5/88th Street NE Interchange R/W and Access Control acquisitions as shown in Exhibit "A", not to exceed the 1.5 million dollar (\$1,500,000.00) estimated cost for the R/W and Access Control acquisitions except as otherwise provided in this Agreement.

4.2. In the event any change in project design or conditions or any performance problems would result in the payment by the TRIBES of more than the \$1,500,000.00 limit provided by this Agreement, the TRIBES shall be notified immediately in writing. The parties will mutually agree on necessary project changes and/or the TRIBES will provide or

obtain funds for all additional R/W or Access Control acquisition costs. Unless otherwise provided, no such increase in cost to the TRIBES shall be allocated unless the TRIBES approves such increase in writing. If the Project is cancelled at any time, the TRIBES shall be responsible for all costs and fees incurred related to R/W or Access Control acquisitions involving TRIBES/WSDOT right-of-way shown on Exhibit "A" up to the maximum set forth in this Agreement.

4.3. The COUNTY shall provide the TRIBES with properly executed invoices showing expenditures on the Project (I-5/88th Street NE Interchange R/W and Access Control acquisitions). All costs and fees shall be clearly itemized. Invoices shall be paid by the TRIBES within sixty (60) days of receipt by the TRIBES. Payment by the TRIBES shall not constitute an agreement as to the appropriateness of any item or acceptance of the work so represented.

4.4. Upon completion of the Project, a final audit shall be conducted of the Project in accordance with standards of the Washington State Department of Transportation. At the time of the final audit, all adjustments required shall be made and shall be reflected in a final billing to the TRIBES. Within thirty (30) days of receipt of the audit and final billing, the TRIBES shall notify the COUNTY of any objections to the audit and/or billing. If no objections are filed, the TRIBES shall make final payment to the COUNTY and such final payment shall constitute an acceptance by the TRIBES of the COUNTY's

costs and accounting.

V. MAINTENANCE OF RECORDS

The COUNTY shall maintain the R/W records and accounts for a period of not less than three (3) years from the date of the final payment to the COUNTY. Records and accounts pertaining to the appraisal, environmental risk assessments, acquisition, relocation and administration of the R/W and Access Control and accounting therefor shall be kept available for inspection and audit by representatives of the TRIBES. Copies of the records shall be furnished to the TRIBES upon request.

VI. NONDISCRIMINATION CLAUSE

The COUNTY agrees that it will not discriminate on the basis of race, religion, color, sex, national origin, marital status, age or handicap, except for bona fide occupational qualifications, in its choice of consultants, contractors, or sub-contractors for the appraisal, acquisition, relocation and administration of the R/W and Access Control necessary for the I-5/88th Street NE Interchange. Consultant selection and nondiscrimination shall be in accordance with the provisions of chapter 39.80 RCW and chapter 49.60 RCW.

VII. LIABILITY

No liability shall attach to the COUNTY or to the TRIBES by reason of entering into this Agreement except as expressly provided herein.

VIII. TERMINATION

This Agreement may be terminated only by written agreement



of the parties. Should termination of the Agreement occur prior to the completion of the R/W and Access Control, copies of all documents, including all data, notes, studies, and other supporting information, will be provided to the TRIBES.

IN WITNESS WHEREOF, the parties here have executed this Agreement as of the day and year first written above.

SNOHOMISH COUNTY

TULALIP TRIBES OF WASHINGTON

JOAN M. EARL  
Deputy Executive

BY: Joan M. Earl  
ROBERT J. DREWEL  
SNOHOMISH COUNTY EXECUTIVE

BY: Stanley G. Jones Sr.  
STANLEY G. JONES, SR.  
CHAIRMAN

Date: 9-15-93

Date: 8/18/93

APPROVAL RECOMMENDED:

ATTEST:

BY: Peter Hahn  
PETER HAHN, DIRECTOR  
DEPARTMENT OF PUBLIC WORKS

BY: Marie M. Zackuse  
MARIE M. ZACKUSE, SECRETARY

Date: 8/24/93

Date: 8/16/93

Approved as to form only:  
[Signature]  
Deputy Prosecuting Attorney  
MARYA J. SILVERNALE

Approved as to form only:  
[Signature]  
Certifying Attorney

# T30N R5E W1M

NEVA SEVA SECTION 20

TULALIP INDIAN RESERVATION

SEVA NEVA SECTION 20

SEVA NEVA SECTION 20

TAJIO-0000 POT  
GAINING OF PLAN

**LEGEND**

Access to be Prohibited Shown Thus  
Property Ownership Numbers  
Utility Lines

MINIMUM  
(3/3/55)

JGRANNIS TRACTS

**CURVE DATA**

STATION	A	R	T	L
17134-9935	97.30	150	124.34	23890

NOTE: For Total Parcel Details See Sheet No. 1

**OWNERSHIPS**

ACRES	NAMES	TOTAL AREA	TAKE	UT. REMAINDER	AT
1718A	UNDIVIDED PART	3.88	SHEET	110 B	
1718B	UNDIVIDED PART	3.88	SHEET	NO B	
1718C	UNDIVIDED PART	3.88	SHEET	NO B	
1718D	UNDIVIDED PART	3.88	SHEET	NO B	
1718E	UNDIVIDED PART	3.88	SHEET	NO B	
1718F	UNDIVIDED PART	3.88	SHEET	NO B	
1718G	UNDIVIDED PART	3.88	SHEET	NO B	
1718H	UNDIVIDED PART	3.88	SHEET	NO B	
1718I	UNDIVIDED PART	3.88	SHEET	NO B	
1718J	UNDIVIDED PART	3.88	SHEET	NO B	
1718K	UNDIVIDED PART	3.88	SHEET	NO B	
1718L	UNDIVIDED PART	3.88	SHEET	NO B	
1718M	UNDIVIDED PART	3.88	SHEET	NO B	
1718N	UNDIVIDED PART	3.88	SHEET	NO B	
1718O	UNDIVIDED PART	3.88	SHEET	NO B	
1718P	UNDIVIDED PART	3.88	SHEET	NO B	
1718Q	UNDIVIDED PART	3.88	SHEET	NO B	
1718R	UNDIVIDED PART	3.88	SHEET	NO B	
1718S	UNDIVIDED PART	3.88	SHEET	NO B	
1718T	UNDIVIDED PART	3.88	SHEET	NO B	
1718U	UNDIVIDED PART	3.88	SHEET	NO B	
1718V	UNDIVIDED PART	3.88	SHEET	NO B	
1718W	UNDIVIDED PART	3.88	SHEET	NO B	
1718X	UNDIVIDED PART	3.88	SHEET	NO B	
1718Y	UNDIVIDED PART	3.88	SHEET	NO B	
1718Z	UNDIVIDED PART	3.88	SHEET	NO B	

NOTE: All Bearings and Distances Preceded by an Asterisk are Taken From Title Reports and/or Plat Maps.

SCALE OF STA. 100' 00"



NOTE: For R/W & U/A Dist. See PSH (SR-5) Map available to District Court, Sheet 16 of 10 Sheets, F 10 April 17, 1967.

This sheet supersedes PSH (SR-5) Union Shoshone North Plan Showing Access, Sheet 2 (part) of 4 Sheet Approved Sept. 19, 1951.

OUTCROA CREEK TO POINTING

RIGHT OF WAY & LIMITED ACCESS TO STATE HIGHWAY 100

BY CHIEFS, DISTRICT COURT

REDEVELOPED PASTORAL ROAD

UNDIVIDED PART

UNDIVIDED PART

UNDIVIDED PART

UNDIVIDED PART

UNDIVIDED PART

UNDIVIDED PART

T. 30 N. R. 5 E. W.M.

NE 1/4 SE 1/4 Section 20

SE 1/4 SE 1/4 Section 20

NE 1/4 NE 1/4 Section 20

MILITARY RESERVATION

STORAGE DEPOT

TULLALIP

RELOCATED PATROL ROAD

PROPOSED R.R. 5

GRADE INTERSECTION ST. 5271 AVE. N.E. 1347.42' = 5271 AVE. N.E. 1074.00'

ST. 1400 R.D. N.E. 1377.33' APPROXIMATE

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LEGEND  
 Access to Be Prohibited Shown Thus  
 Property Ownership Numbers  
 Property Lines

OWNERSHIPS

PACEL No.	NAMES	TOTAL AREA	TAKE	LT. REMAINDER	RT.
1-2732	UNION PACIFIC	3.56	SHEET N-2-B		
1-2733	UNION PACIFIC	3.56	SHEET N-2-B		
1-2734	UNION PACIFIC	3.56	SHEET N-2-B		
1-2735	UNION PACIFIC	3.56	SHEET N-2-B		
1-2736	UNION PACIFIC	3.56	SHEET N-2-B		
1-2737	UNION PACIFIC	3.56	SHEET N-2-B		
1-2738	UNION PACIFIC	3.56	SHEET N-2-B		
1-2739	UNION PACIFIC	3.56	SHEET N-2-B		
1-2740	UNION PACIFIC	3.56	SHEET N-2-B		
1-2741	UNION PACIFIC	3.56	SHEET N-2-B		
1-2742	UNION PACIFIC	3.56	SHEET N-2-B		
1-2743	UNION PACIFIC	3.56	SHEET N-2-B		
1-2744	UNION PACIFIC	3.56	SHEET N-2-B		
1-2745	UNION PACIFIC	3.56	SHEET N-2-B		
1-2746	UNION PACIFIC	3.56	SHEET N-2-B		
1-2747	UNION PACIFIC	3.56	SHEET N-2-B		
1-2748	UNION PACIFIC	3.56	SHEET N-2-B		
1-2749	UNION PACIFIC	3.56	SHEET N-2-B		
1-2750	UNION PACIFIC	3.56	SHEET N-2-B		
1-2751	UNION PACIFIC	3.56	SHEET N-2-B		
1-2752	UNION PACIFIC	3.56	SHEET N-2-B		
1-2753	UNION PACIFIC	3.56	SHEET N-2-B		
1-2754	UNION PACIFIC	3.56	SHEET N-2-B		
1-2755	UNION PACIFIC	3.56	SHEET N-2-B		
1-2756	UNION PACIFIC	3.56	SHEET N-2-B		
1-2757	UNION PACIFIC	3.56	SHEET N-2-B		
1-2758	UNION PACIFIC	3.56	SHEET N-2-B		
1-2759	UNION PACIFIC	3.56	SHEET N-2-B		
1-2760	UNION PACIFIC	3.56	SHEET N-2-B		

NOTE: For Total Parcel Details See Sheet No. 1

FOR TRANSFER TO COUNTY

(Consent to Surrender of Right of Way)

Approved Sept. 15, 1951.

Approved Sept. 15, 1951.

Approved Sept. 15, 1951.

Approved Sept. 15, 1951.

Approved Sept. 15, 1951.

Approved Sept. 15, 1951.

Approved Sept. 15, 1951.

Approved Sept. 15, 1951.

CUILCEDA CREEK TC

RIGHT OF WAY & L

FULLY CONT

STA. 139+00 TO

STATIONARY

APPROVED

This sheet supersedes PSH(CSR), Union Slough North Plan Showing Access, Sheet 3 (part) of 4 Sheets, Approved Sept. 15, 1951.

Consent to Surrender of Right of Way issued Nov. 1951.

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