

Approved: 6/14/2023  
Effective: 7/10/2023

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-045

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE  
TO SIGN FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
BETWEEN SNOHOMISH COUNTY AND THE TULALIP TRIBES OF  
WASHINGTON TO IMPLEMENT PORTIONS OF THE COMMUNITY  
FLOODPLAIN SOLUTIONS - PHASE II PROJECT

WHEREAS, Snohomish County (“County”) was awarded grant funds from the Washington State Department of Ecology (“Ecology”) (#SEAFBD-2123-SnCoPW-00013) to implement the Community Floodplain Solutions – Phase II Project. The grant identifies the Tulalip Tribes of Washington (“Tribes”) as a project partner and requires the County and the Tribes enter into an Interlocal Agreement to implement portions of the grant. The grant also requires the County provide a percentage of funds to “match” funds provided by the grant; and

WHEREAS, the County and the Tribes executed an agreement entitled *Interlocal Agreement between Snohomish County and the Tulalip Tribes of Washington to Implement the Community Floodplain Solutions - Phase II Project* (the “Agreement”), on October 17, 2022. The Agreement required the Tribes provide a matching amount of funds to parallel the match required in the Ecology grant; and

WHEREAS, the County has fulfilled the match required in the Ecology grant, therefore, it is no longer necessary for the Tribes to fulfill the match required in the Agreement. The County and the Tribes wish to revise the Agreement to eliminate the Tribes’ match requirement; and

WHEREAS, the first amendment to the Agreement is authorized by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on June 14, 2023, to consider approving and authorizing the County Executive to sign the first amendment on the County’s behalf;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

1 Section 2. The County Council approves and authorizes the County  
2 Executive to execute the *First Amendment to the Interlocal Agreement Between*  
3 *Snohomish County and the Tulalip Tribes of Washington to Implement Portions*  
4 *of the Community Floodplain Solutions – Phase II Project* in the form attached  
5 hereto as Exhibit A.  
6


7  
8 PASSED this 14<sup>th</sup> day of June, 2023.  
9

10 SNOHOMISH COUNTY COUNCIL  
11 Snohomish County, Washington  
12

13   
14 \_\_\_\_\_  
15 Council Chair

16 ATTEST:

17 DATE: June 30, 2023

18   
19 \_\_\_\_\_  
20 Deputy Clerk of the Council

21   
22 \_\_\_\_\_  
23 Dave Somers  
24 County Executive

25 (X) APPROVED

26 ( ) EMERGENCY

27 ( ) VETOED  
28

29  
30 ATTEST:   
31

32  
33 Approved as to form only:  
34

35  3/10/23  
36 \_\_\_\_\_  
37 Deputy Prosecuting Attorney

**EXHIBIT A**  
to  
**ORDINANCE NO. 23-045**

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN  
SNOHOMISH COUNTY AND THE TULALIP TRIBES OF WASHINGTON TO  
IMPLEMENT PORTIONS OF THE COMMUNITY FLOODPLAIN SOLUTIONS –  
PHASE II PROJECT

*[See Attached]*

**AMENDMENT NO. 1 TO  
INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE  
TULALIP TRIBES OF WASHINGTON TO IMPLEMENT PORTIONS OF THE  
COMMUNITY FLOODPLAIN SOLUTIONS – PHASE II PROJECT**

This Amendment No. 1 to Interlocal Agreement Between Snohomish County and the Tulalip Tribes of Washington for the Community Floodplain Solutions – Phase II Project (the “First Amendment”) is made and entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Tulalip Tribes of Washington, a federally recognized Indian Tribe (the “Tribes”).

- A. The County was awarded grant funds from the Washington State Department of Ecology (“Ecology”) (#SEAFBD-2123-SnCoPW-00013) to implement the Community Floodplain Solutions – Phase II Project. The grant identifies the Tribes as a project partner and requires the County and the Tribes to enter into an Interlocal Agreement to implement portions of the grant. The grant also requires the County provide a percentage of funds to “match” funds provided by the grant;
- B. The County and the Tribes executed an agreement entitled *Interlocal Agreement between Snohomish County and the Tulalip Tribes of Washington to Implement the Community Floodplain Solutions - Phase II Project* (the “Agreement”), on October 17, 2022. The Agreement required the Tribes provide a matching amount of funds to parallel the match required in the Ecology grant;
- C. The County has fulfilled the match required in the Ecology grant, therefore, it is no longer necessary for the Tribes to fulfill the match required in the Agreement. The County and the Tribes wish to revise the Agreement to eliminate the Tribes’ match requirement.

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

**Section 1** Section 7, paragraph one of the Agreement is amended to read as follows:

The budget for work to be performed under the Agreement is six hundred forty-four thousand, four hundred twelve dollars (\$644,412), as set forth in Appendix B to the Agreement, attached hereto and incorporated herein. The County shall have no obligation to pay any invoice from the Tribes that would cause the total payments made to the Tribes by the County under this Agreement to exceed six hundred forty-four thousand, four hundred and twelve dollars (\$644,412) as set forth in Appendix B. The County shall compensate the Tribes only for such costs that are: 1) incurred during the term of this Agreement; and 2) are necessary to perform the work described in Appendix A of this Agreement.

**Section 2** Appendix B-1, attached hereto, by this reference is made part of the original Agreement and replaces the original Appendix B.

**Section 3** Appendix C-1, attached hereto, by this reference is made part of the original Agreement and replaces the original Appendix C.

**Section 4** All other terms and conditions of the Agreement shall remain in full force and effect except as expressly modified by this First Amendment.

**Section 5** This First Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto enter into this First Amendment as of the date of the last party to sign.

**SNOHOMISH COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By Ken Klein Digitally signed by Ken Klein  
Date: 2023.06.28 08:44:45  
-07'00'  
Date \_\_\_\_\_  
Title: Executive Director

**THE TULALIP TRIBES:**

Tulalip Tribes of Washington, a federally recognized Indian Tribe

By Len Gobin  
Date \_\_\_\_\_  
Title: Chairwoman 3/31/2023

**Approved as to Form:**

Kisielius, Laura Digitally signed by Kisielius,  
Laura  
Date: 2023.03.10 13:12:27  
-08'00'  
Deputy Prosecuting Attorney

**Approved as to Form:**

Tyler Eastman Digitally signed by Tyler Eastman  
Date: 2023.04.20 12:08:55 -07'00'  
Tulalip Tribes Attorney

## APPENDIX B-1

### BUDGET

The budget for work to be performed under the Agreement is six hundred forty-four thousand, four hundred and twelve dollars (\$644,412). The County shall have no obligation to pay any invoice from the Tribes that would cause the total payments made to the Tribes by the County under this Agreement to exceed six hundred forty-four thousand, four hundred and twelve dollars (\$644,412).

#### Contract Task and Dollar Summary

<b>Task</b>	<b>Description</b>	<b>County Grant</b>
1	Integration Team Support	\$170,000
2	Riparian Forest Health Implementation	\$100,000
3	Riley and Haskel Slough Water Conveyance and Connectivity Improvements	\$374,412
	<b>Interlocal Agreement Grand Total</b>	<b>\$644,412</b>

**APPENDIX C-1**  
**INVOICE DOCUMENTS**

The following are examples only of the kind of information needed when billing for reimbursement.

**Tribe's invoices** will clearly communicate Interlocal Agreement task numbers associated with charges, and include sufficient backup documentation for billing and audit purposes, such as:

**Task 1 – Integration Team Support**

*Reimbursement*

<i>Payee</i>	<i>Job Title</i>	<i>Description</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Overhead</i>	<i>Total</i>
J. Doe	Project Manager						