

SNOHOMISH COUNTY COUNCIL  
PUBLIC HEARING PACKET

**ORDINANCE 21-017**

**ILA – French Slough  
Flood Control District**

**ILA – Stillaguamish  
Flood Control District**

**SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION  
GRANT PROGRAM; AWARDING THE SNOHOMISH  
COUNTY FLOOD DAMAGE REDUCTION GRANT  
PROGRAM FUNDS; AND AUTHORIZING THE  
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS  
WITH GRANT RECIPIENTS REGARDING THE  
EXPENDITURE OF GRANT FUNDS**

ECAF: 2021-0004  
Date/Time: Wednesday, May 5, 2021, at 10:30 a.m.  
Staff Person: Jim Martin  
DPA: Matt Otten

**EXHIBIT LIST**

***Click on Exhibit # to view document.***

<b>Exhibit #</b>	<b>Date</b>	<b>Exhibit Description</b>
<b>1</b>	4/02/21	Council Staff Report
<b>2</b>	3/26/21	ECAF Received
<b>3</b>	3/31/21	Ordinance Introduction Sheet Signed

1 APPROVED:  
2 EFFECTIVE:

3  
4 SNOHOMISH COUNTY COUNCIL  
5 Snohomish County, Washington

6  
7 ORDINANCE NO. 21-017  
8  
9

10 SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT PROGRAM;  
11 AWARDING THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT  
12 PROGRAM FUNDS; AND AUTHORIZING THE EXECUTIVE TO EXECUTE  
13 INTERLOCAL AGREEMENTS WITH GRANT RECIPIENTS REGARDING THE  
14 EXPENDITURE OF GRANT FUNDS  
15  
16

17 WHEREAS, chapter 85.38 RCW allows local communities to create special  
18 purpose districts to provide diking, drainage and/or flood control facilities and services;  
19 and  
20

21 WHEREAS, special purpose flood control districts have been formed under  
22 chapter 85.38 RCW within Snohomish County, including Stillaguamish Flood Control  
23 District, and French Slough Flood Control District; and  
24

25 WHEREAS, for purposes of this ordinance the Stillaguamish Flood Control District,  
26 and French Slough Flood Control District, shall be collectively referred to as the "Districts";  
27 and  
28

29 WHEREAS, the Districts manage their respective flood control and protection  
30 facilities to improve the farming and use of agricultural land along Snohomish County  
31 rivers and to drain flood waters after major floods; and  
32

33 WHEREAS, certain facilities owned, operated and/or maintained by the Districts  
34 located within Snohomish County and providing benefits to Snohomish County roads and  
35 lands recently suffered damage from severe weather events; and  
36

37 WHEREAS, the Snohomish County Council ("County Council") recognizes the  
38 importance of repairing damage to the various flood control and protection facilities that  
39 are owned, operated and/or maintained by the Districts; and  
40

41 WHEREAS, as a part of Snohomish County's 2019, 2020, and 2021 Budgets for  
42 the Division of Surface Water Management of the Department of Public Works, the  
43 County Council established a Snohomish County Flood Damage Reduction Grant

1 Program (the “Program”) having a total funding amount of Two Hundred Thousand  
2 Dollars (\$200,000) (the “Grant Funds”); and

3  
4 WHEREAS, a committee was established (the “Ad-Hoc Committee” or “Ad-Hoc  
5 Committee for the Snohomish County Flood Damage Reduction Grant Program”) to  
6 publicize the existence of the Program, and to solicit and accept applications requesting  
7 a portion of the Grant Funds for use in proposed projects to repair flood control facilities;  
8 and

9  
10 WHEREAS, the Ad-Hoc Committee has received and reviewed numerous  
11 applications requesting some or all of the Grant Funds for use in proposed projects to  
12 repair flood management facilities; and

13  
14 WHEREAS, the Ad-Hoc Committee recommends awarding the Grant Funds to the  
15 Districts in the amounts and for the purposes described in Exhibit A attached hereto; and

16  
17 WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, allows local  
18 governmental entities to make efficient use of their resources by cooperating with each  
19 other on a basis of mutual advantage to meet the needs of local communities; and

20  
21 WHEREAS, under the Interlocal Cooperation Act the County has prepared two  
22 interlocal agreements to award the Grant Funds: (i) Interlocal Agreement Between  
23 Snohomish County and French Slough Flood Control District for Flood Management; and  
24 (ii) Interlocal Agreement Between Snohomish County and Stillaguamish Flood Control  
25 District for Flood Management (the “Interlocal Agreements”); and

26  
27 WHEREAS, the Interlocal Agreements with the Districts also authorize the Director  
28 of the Snohomish County Department of Conservation and Natural Resources to approve  
29 and execute a written amendment with each District to extend or renew each Interlocal  
30 Agreement for up to one additional one-year term; and

31  
32 WHEREAS, the County Council held a public hearing on \_\_\_\_\_,  
33 2021, to hear public comment and consider (i) approving the recommendation of the Ad-  
34 Hoc Committee, (ii) authorizing the distribution of the Grant Funds, and (iii) authorizing  
35 the Snohomish County Executive (“County Executive”) to execute Interlocal Agreements  
36 with the Districts regarding the expenditure of the Grant Funds.

37  
38 NOW, THEREFORE, BE IT ORDAINED:

39  
40 Section 1. The County Council hereby adopts the foregoing recitals as findings of  
41 fact and conclusions as if set forth in full herein.

1 Section 2. The County Council approves the recommendation of the Ad-Hoc  
2 Committee for the Snohomish County Flood Damage Reduction Grant Program regarding  
3 the distribution of the Grant Funds and authorizes the distribution of those funds in the  
4 manner described in Exhibit A hereto.  
5

6 Section 3. The County Council authorizes the County Executive to execute the  
7 Interlocal Agreement Between Snohomish County and French Slough Flood Control  
8 District for Flood Damage Reduction in the form set forth as Exhibit B hereto.  
9

10 Section 4. The County Council authorizes the County Executive to execute the  
11 Interlocal Agreement Between Snohomish County and Stillaguamish Flood Control  
12 District for Flood Damage Reduction in the form set forth as Exhibit C hereto.  
13  
14  
15

16 *[The remainder of this page is intentionally left blank.]*  
17

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

ATTEST:

\_\_\_\_\_  
Clerk of the Council

\_\_\_\_\_  
Council Chair

( ) APPROVED

DATE: \_\_\_\_\_

( ) EMERGENCY

( ) VETOED

\_\_\_\_\_  
Dave Somers  
County Executive

ATTEST: \_\_\_\_\_

Approved as to form only:

*Mun Datto 11/13/21*  
Deputy Prosecuting Attorney

**EXHIBIT A  
to  
ORDINANCE NO. 21-017**

**2020 Snohomish County Flood Damage Reduction Grant Program Ad-Hoc  
Committee Recommendations**

*[See Attached]*

**Committee Members:**

David JH Wilson, PE, CFM Public Works/ Snohomish County

Scott Lane, French Slough Flood control district

Neil Wheeler, French Slough Flood control district

John Holdsworth, Emergency Management (invited did not participate)

Ryan Bartelheimer, PE Snohomish Conservation District Engineer (Invited did not participate)

**The 2020 FDRP Committee meet on the County plaza, socially distanced on July 30, 2020**

The two proposals were discussed and both proposals did seem like valid and eligible projects to all members, Chuck Hazelton proposed that the available funding be split 50% between both districts as the funding levels requested by both districts exceeded the funds available in 2020. No member dissented or disagreed with this proposal. After presenting the proposal to Public Works Management it was determined that this funding was not utilized in 2019, so the decision was made to fully fund both proposals less the required matching amount of 25%. So the county portion of funding for 2020 was increased from \$ 100,000 to \$ 135,450 by Public Works management as the road funding transferred in from engineering services to SWM over the 2019 and 2020 fiscal years amounts to \$ 200,000 which has been un-spent through both of those calendar years.

**Criteria of protecting county roads from flooding**

David Wilson was able to schedule site visits of both sites with the project sponsors, the French Slough project included re-habilitation and enhancement of the lower Pilchuck River Levee downstream of the Pilchuck River trailer park, Sound Equipment, and the old State Route 2 bridge (92<sup>nd</sup> Street). The project if constructed as proposed would protect the county road system from flooding, particularly 92<sup>nd</sup> street a main connecting road between the post 1980's highway 2 alignment and the eastern edge of the City of Snohomish.

The Church Creek dredging as proposed by the Stillaguamish Flood control District, is a re-occurring project that happens every ten years or so. As sediments accumulate in the Church Creek alluvial fan that forms as the creek drains into the low gradient portions of the Stillaguamish River Floodplain. Cleaning and dredging of this stream positively impact flooding reduction effects of the river on Marine Drive by creating a higher capacity drainage course for flood flows to be maintained withing the existing stream channel footprint.

**Consistency with existing flood planning documents**

French Slough Levee system is part of the agriculture-oriented levee system that is covered in the 1989 Snohomish River Comprehensive Flood management plan adopted by the county council in 1990. Maintenance of this system is supported in this planning document and has been included in the 2005, 2010, 2015, and 2020 versions of the County Natural Hazards Mitigation plan. Additionally, Snohomish County worked with French Slough to complete a "Levee visual assessment" and the area proposed was identified as a deficiency in the levee at the time of the assessment completed by the county.

Snohomish County 2020 Flood Damage Reduction Program, stakeholder committee recommendations

**Committee recommendation for award of funding:**

<b>District</b>	<b>Project</b>	<b>Project cost</b>	<b>County funds*</b>	<b>District Funding</b>	<b>USACE</b>	<b>Total Costs</b>
<b>French Slough</b>	Lower Pilchuck levee rehabilitation	\$ 100,600	\$ 75,450	\$ 25,150	\$ 402,400	\$ 503,000
<b>Stillaguamish</b>	Church Creek Dredging	\$ 80,000	\$ 60,000	\$ 20,000	\$ 0.00	\$ 80,000

*\*Note: 2020 funds were budgeted at \$ 100,000, but due to unspent funding from 2019, \$ 200,000 in county road fund is available for this eligible flood damage reduction activity so it was determined to fully fund both projects at a total cost of \$ 180,600, and \$ 135,450 in county cost share.*



**EXHIBIT B  
to  
ORDINANCE NO. 21-017**

**Interlocal Agreement Between Snohomish County and French Slough  
Flood Control District for Flood Damage Reduction**

*[See Attached]*

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND FRENCH SLOUGH FLOOD CONTROL DISTRICT  
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND FRENCH SLOUGH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (this “Agreement”) is made and entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and French Slough Flood Control District, a special purpose district organized under chapter 85.38 RCW (the “District”).

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Snohomish River to drain flood waters after major floods; and

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities as described herein; and

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads; and

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of Two Hundred Thousand Dollars (\$200,000) (the “Grant Funds”) in the 2020 Surface Water Management Budget to benefit flood management in Snohomish County; and

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects; and

WHEREAS, the District submitted an application to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District’s diking facilities, the estimated cost of which is Five Hundred Three Thousand Dollars (\$503,000); and

WHEREAS, the U.S. Army Corps of Engineers is providing funding or in-kind services in the amount of Four Hundred Two Thousand, Four Hundred Dollars (\$402,400) for the District’s proposed project; and

WHEREAS, the remaining costs for the District’s proposed project total One Hundred Thousand, Six Hundred Dollars (\$100,600); and

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Seventy-Five Thousand, Four Hundred Fifty Dollars, (\$75,450) to support the District’s proposed project; and

WHEREAS, the County Council has, through Ordinance No. 21-\_\_\_\_, approved the Ad-Hoc Committee’s recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an Interlocal agreement with the other.

NOW, THEREFORE, the County and the District agree as follows:

AGREEMENT

I. Responsibilities of the Parties:

A. Snohomish County:

1. The County agrees to contribute Seventy-Five Thousand, Four Hundred Fifty Dollars, (\$75,450) (the “Contribution”), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
  - a. Pilchuck River Levee Repair, as described in the District’s application submitted to the Ad-Hoc Committee, a copy of which is attached hereto as Exhibit A.

**Table 1 – Project Funding**

<b>Project</b>	<b>Project Cost</b>	<b>Grant Request</b>	<b>Grant Award</b>	<b>Required Match</b>
Pilchuck River Levee Repair	\$100,600	\$75,450	\$75,450	\$25,150
<b>TOTAL</b>	<b>\$100,600</b>	<b>\$75,450</b>	<b>\$75,450</b>	<b>\$25,150</b>

2. The County will reimburse the District for work accomplished pursuant to this Agreement and Exhibit A. The County shall provide reimbursement within thirty (30) days of receipt of a detailed written invoice, provided the invoice clearly identifies work performed, and costs incurred relating to the work specified in Exhibit A.

B. French Slough Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Projects.
2. The District agrees to pay for all costs associated with the Projects, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.

3. The District agrees, upon completion of the project, to provide to the County an itemized invoice for the District's total work. The invoice shall include copies of receipts for labor, materials, contractors, consultants and equipment which clearly shows the expenditure in an amount which meets or exceeds the grant award amount plus the required matching contribution (and/or in-kind Labor having an equivalent value) by the District as specified in Table 1. Invoices shall be provided no later than December 31, 2021.
4. The District agrees to allow County staff to inspect the completed Projects.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
6. Should the District fail to complete any of the Projects without good cause, the District agrees that such failure may make the District ineligible to receive future grant funds.

II. Effectiveness and Duration:

- A. As provided by RCW 39.34.040, this Agreement shall take effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.
- B. The Agreement shall terminate on December 31, 2021, PROVIDED however, that the term of this Agreement may be extended or renewed for up to one (1) additional one (1) year term, at the sole discretion of the County through a written amendment as specified in Section III below. The County's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

III. Amendments, Extension or Termination:

- A. This Agreement may not be modified or amended in any manner except by a written document signed by both parties; PROVIDED, that the County Director of Conservation and Natural Resources and the District Commissioner may approve and execute a written amendment to extend or renew this Agreement for up to one (1) additional one (1) year term.
- B. Either party may terminate this Agreement at any time, with or without cause, upon providing not less than thirty (30) days advanced written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND FRENCH SLOUGH FLOOD CONTROL DISTRICT  
FOR FLOOD DAMAGE REDUCTION

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

French Slough Flood Control District  
14928 Old Snohomish-Monroe Road  
Snohomish, WA 98290  
Attn: Scott Lane, Manager

Snohomish County Dept. of Conservation and Natural Resources  
Surface Water Management Division  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201-4046  
Attn: Director

VIII. Hold Harmless and Indemnification:

To the maximum extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of the County or its agents, representatives, or employees, the District shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of any act or omission of the District, its agents, representatives, employees, and invitees in connection with this Agreement. In addition, the District shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of or in connection with its indemnification obligations hereunder and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the District, and District, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act or other employee benefit act of any jurisdiction.

IX. Insurance Requirements:

The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement to the District, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the District.

A. Minimum Scope and Limits of Insurance:

General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

B. Other Insurance Provisions:

Coverage shall be written on an "Occurrence" form.

The insurance policies required in this Agreement are to contain or be endorsed to contain the *Snohomish County, its officers, elected officials, agents and employees* as additional insureds as respects liability arising out of activities performed by or on behalf of the District in connection with this Agreement.

C. Verification of Coverage

The District shall furnish the County with a certificate of insurance and endorsement(s) required by this Agreement.

X. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last party to sign.

**THE COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
County Executive

**THE DISTRICT:**

French Slough Flood Control District, a special purpose district organized under chapter 85.38 RCW

By Michelle Canfield Digitally signed by Michelle Canfield  
Date: 2021.02.04 21:48:38 -08'00'  
Title: Chair

**Approved as to Form:**

 1/13/21  
Deputy Prosecuting Attorney

**Approved by Risk Management:**

Sheila Barker Digitally signed by Sheila Barker  
Date: 2021.02.25 12:53:17 -08'00'  
Risk Management Designee

*[The remainder of this page is intentionally left blank.]*

Exhibit A  
FRENCH SLOUGH FLOOD CONTROL DISTRICT  
2020 APPLICATION(S) FOR FLOOD DAMAGE REDUCTION GRANT



## FLOOD DAMAGE REDUCTION GRANT APPLICATION

Name of Applicant French Slough Flood Control District Date 6-10-20

Mailing Address: Scott Lane, Manager 14928 Old Snohomish-Monroe Road  
Snohomish, WA 98290

Contact Person for Project Scott Lane, Manager/ Neil Wheeler, Man, Ret

Contact phone number: Scott 425-422-3266 Email: scottlane11t@gmail.com  
Contact phone number: Neil 425-308-9854 Email: neilwheeler@comcast.net

Location of Project (attach Map): South end of Pilchuck Trailer Park property. Project starts just north of Paintball Field property and extends North for about 550 feet.

Scope of Project (Explain problem, project and benefits. Attach preliminary plans and photos.):

On the riverside of the levee, over time, the Pilchuck River has washed away the protective surface so as it is now, the levee provides very little protection in this area. Without completion of this project there is significant danger in the levee being breached.

On the landside of the levee in this area are many businesses, homes, farms with buildings and livestock, some county roads and many acres of farmland. If the levee breached at this location, there would be millions of dollars of damage to this area and also possible loss of life.

The project will be an Army Corp of Engineers project. They will get all necessary permits, do all the engineering, secure and repair the levee to their engineers specifications. The project will change the slope on riverside from being so steep, will widen the top of levee to about 14 feet and make the backslope more gradual than it is now. FSFCD will work with property owner to increase the easement from 35 feet to 75 feet of easement in this area. The plans show how the ACE have tied in the project to the existing levee both at upstream and downstream portion of the project.

Estimate of Project Cost: \$503,000.00 Applicant Grant Match: \$100,600.00

Work to be performed by: Contractor Other Army Corp of Engineers

Required Project Permits. Please list, or attach, documentation of exemptions. \_\_\_\_\_

Army Corp of Engineers will acquire all permits

Estimated start date: Aug 18, 2020 Estimated completion date: Sept 23, 2020

Signature of Authorized Representative of Applicant:

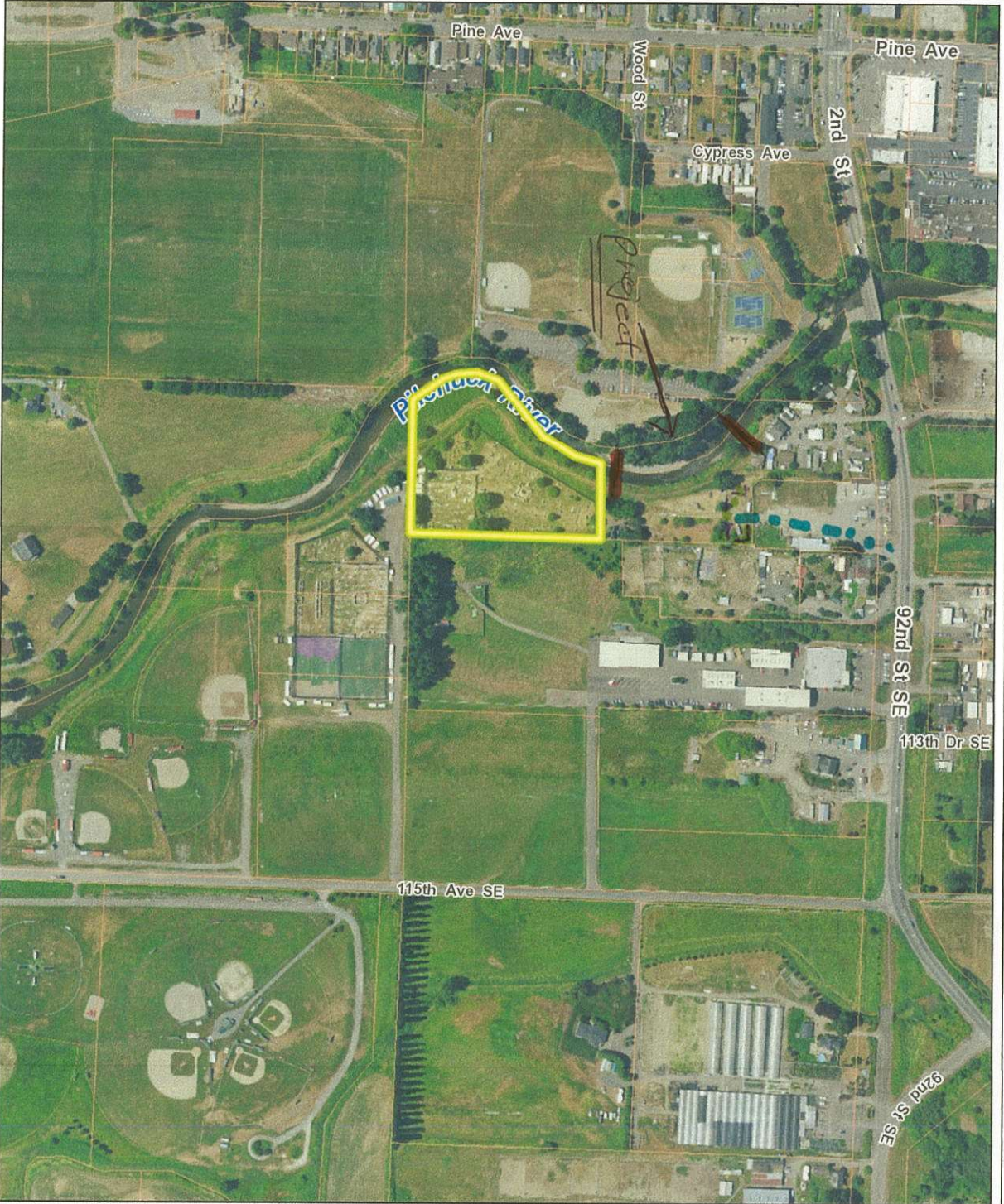
Dave Remlinger, Chairman, FSFCD Date: 6-11-2020



(Title)

Attach additional pages as needed.

# 2020 Army Corps Repairs Overview



4/9/2020



**Snohomish County**  
Assessor  
Washington

## Legend

- Parcel
- Recent Sales 2020
- Recent Sales 2019
- Recent Sales 2018
- City Boundary
- County Park
- National Forest
- Water
- Street Types**
- Interstate
- State Route
- Local Road

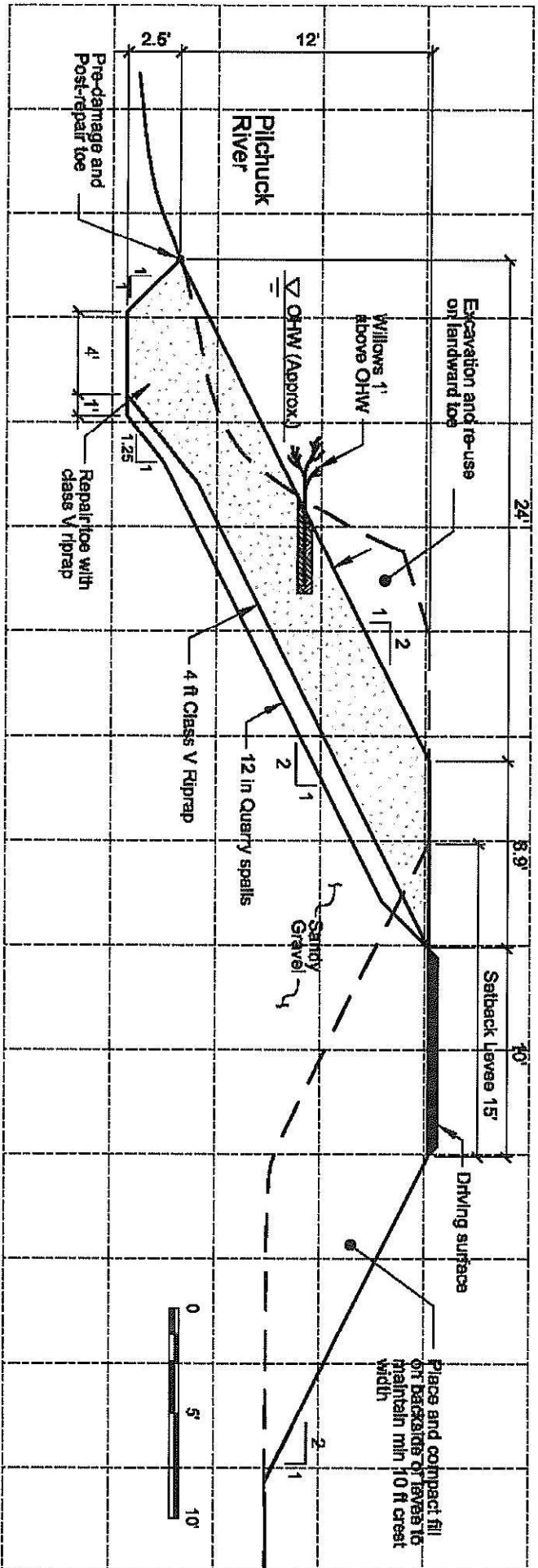
All maps, data, and information set forth herein ("Data") are for illustrative purposes only, and are not to be considered an official action by, or representation of, the Snohomish County/Cook Assessor and is subject to the Data, together with other applicable County/Cook provisions, including but not limited to, Snohomish County measures to representation or warranty concerning the content of the Data. Snohomish County/Cook Assessor does not warrant, represent, or otherwise assume any liability, or responsibility for any inaccuracies, omissions, or errors in the Data, or for any use of the Data for any purpose, or for any damages, or for any loss of any kind, or for any claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to maps of any Data except for use for commercial purposes and, thus, no commercial use may be made of any Data except for use for commercial purposes.







A&E drawing - cross section - of proposed project.



**EXHIBIT C  
to  
ORDINANCE NO. 21-017**

**Interlocal Agreement Between Snohomish County and Stillaguamish Flood  
Control District for Flood Damage Reduction**

*[See Attached]*

ORDINANCE NO. 21-017  
RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION  
GRANT PROGRAM; AWARDED THE SNOHOMISH COUNTY FLOOD DAMAGE  
REDUCTION GRANT PROGRAM FUNDS; AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT  
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS - 7



INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY  
AND STILLAGUAMISH FLOOD CONTROL DISTRICT  
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND STILLAGUAMISH FLOOD CONTROL DISTRICT FOR FLOOD DAMAGE REDUCTION (this “Agreement”) is made and entered into by and between Snohomish County, a political subdivision of the State of Washington (the “County”), and Stillaguamish Flood Control District, a special purpose district organized under chapter 85.38 RCW (the “District”).

RECITALS

WHEREAS, the District manages its facilities to improve the farming and use of agricultural land along the Snohomish River to drain flood waters after major floods; and

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities as described herein; and

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads; and

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of Two Hundred Thousand Dollars (\$200,000) (the “Grant Funds”) in the 2020 Surface Water Management Budget to benefit flood management in Snohomish County; and

WHEREAS, the County has established an Ad-Hoc Committee to publicize the existence of the Flood Damage Reduction Grant Program and solicit and accept applications requesting a portion of the Grant Funds for use in proposed flood management projects; and

WHEREAS, the District submitted an application to the Ad-Hoc Committee requesting Grant Funds for use in repairing the District’s diking facilities, the estimated cost of which is Sixty Thousand Hundred Dollars, (\$60,000); and

WHEREAS, after evaluating all applications submitted for the Grant Funds, the Ad-Hoc Committee has recommended allocating Grant Funds to the District in the amount of Sixty Thousand Dollars, (\$60,000) to support the District’s proposed project; and

WHEREAS, the County Council has, through Ordinance No. 21-\_\_\_\_, approved the Ad-Hoc Committee’s recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an Interlocal agreement with the other.

NOW, THEREFORE, the County and the District agree as follows:

## AGREEMENT

### I. Responsibilities of the Parties:

#### A. Snohomish County:

1. The County agrees to contribute Sixty Thousand Hundred Dollars, (\$60,000) (the “Contribution”), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
  - a. Church Creek/Jorgenson Slough Canary Grass Removal, as described in the District’s applications submitted to the Ad-Hoc Committee, a copy of which is attached hereto as Exhibit A.

**Table 1 – Project Funding**

<b>Project</b>	<b>Project Cost</b>	<b>Grant Request</b>	<b>Grant Award</b>	<b>Required Match</b>
Church Creek/Jorgenson Slough Canary Grass Removal	\$80,000	\$60,000	\$60,000	\$20,000
<b>TOTAL</b>	<b>\$80,000</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$20,000</b>

2. The County will reimburse the District for work accomplished pursuant to this Agreement and Exhibit A. The County shall provide reimbursement within thirty (30) days of receipt of a detailed written invoice, provided the invoice clearly identifies work performed, and costs incurred relating to the work specified in Exhibit A.

#### B. Stillaguamish Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure proper construction of the Projects.
2. The District agrees to pay for all costs associated with the Projects, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.
3. The District agrees, upon completion of the project, to provide to the County an itemized invoice for the District’s total work. The invoice shall include copies of receipts for labor, materials, contractors, consultants and equipment which clearly shows the expenditure in an amount which meets or exceeds the grant award amount plus the required matching contribution (and/or in-kind Labor having an equivalent value) by the District as specified in Table 1. Invoices shall be provided no later than December 31, 2021.

4. The District agrees to allow County staff to inspect the completed Projects.
5. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
6. Should the District fail to complete any of the Projects without good cause, the District agrees that such failure may make the District ineligible to receive future grant funds.

II. Effectiveness and Duration:

- A. As provided by RCW 39.34.040, this Agreement shall take effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.
- B. The Agreement shall terminate on December 31, 2021, PROVIDED however, that the term of this Agreement may be extended or renewed for up to one (1) additional one (1) year term, at the sole discretion of the County through a written amendment as specified in Section III below. The County's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

III. Amendments, Extension or Termination:

- A. This Agreement may not be modified or amended in any manner except by a written document signed by both parties; PROVIDED, that the County Director of Conservation and Natural Resources and the District Commissioner may approve and execute a written amendment to extend or renew this Agreement for up to one (1) additional one (1) year term.
- B. Either party may terminate this Agreement at any time, with or without cause, upon providing not less than thirty (30) days advanced written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

Stillaguamish Flood Control District  
P.O. Box 2512  
Stanwood, WA 98292  
Attn: Chuck Hazleton, Commissioner

Snohomish County Dept. of Conservation and Natural Resources  
Surface Water Management Division  
3000 Rockefeller Ave, M/S 303  
Everett, WA 98201-4046  
Attn: Director

VIII. Hold Harmless and Indemnification:

To the maximum extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of the County or its agents, representatives, or employees, the District shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of any act or omission of the District, its agents, representatives, employees, and invitees in connection with this Agreement. In addition, the District shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of or in connection with its indemnification obligations hereunder and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the District, and District, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act or other employee benefit act of any jurisdiction.

IX. Insurance Requirements:

The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement to the

District, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the District.

A. Minimum Scope and Limits of Insurance:

General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

B. Other Insurance Provisions:

Coverage shall be written on an "Occurrence" form.

The insurance policies required in this Agreement are to contain or be endorsed to contain the *Snohomish County, its officers, elected officials, agents and employees* as additional insureds as respects liability arising out of activities performed by or on behalf of the District in connection with this Agreement.

C. Verification of Coverage

The District shall furnish the County with a certificate of insurance and endorsement(s) required by this Agreement.

X. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last party to sign.

**THE COUNTY:**

Snohomish County, a political subdivision of the State of Washington

By \_\_\_\_\_  
County Executive


**THE DISTRICT:**

Stillaguamish Flood Control District, a special purpose district organized under chapter 85.38 RCW

By **Chuck Hazleton** \_\_\_\_\_  
Title: **Commissioner** \_\_\_\_\_

Digitally signed by Chuck Hazleton  
Date: 2021.01.20 06:43:49 -08'00'

**Approved as to Form:**

 1/13/21  
\_\_\_\_\_  
Deputy Prosecuting Attorney

**Approved by Risk Management:**

**Sheila Barker** \_\_\_\_\_  
Digitally signed by Sheila Barker  
Date: 2021.02.25 12:54:11 -08'00'  
Risk Management Designee

*[The remainder of this page is intentionally left blank.]*

Exhibit A  
STILLAGUAMISH FLOOD CONTROL DISTRICT  
2020 APPLICATION(S) FOR FLOOD DAMAGE REDUCTION GRANT

## FLOOD DAMAGE REDUCTION GRANT APPLICATION

Name of Applicant Stillaguamish Flood Control District Date July 8, 2020

Mailing Address: PO Box 2512, Stanwood WA 98296, copy to Henry E. Lippek,  
The Public Advocate, n.c., 1001 - 4<sup>th</sup> Ave., Suite 4400, Seattle WA 98154

Contact Person for Project Coordination Chuck Hazleton, chair, or  
Henry E. Lippek, administrative services

Contact phone number: 360.652.9233 and 206.389.1652

Contact email: eagletreefarm@frontier.com, copy to lippek@aol.com

Location of Project (attach Map): Church Creek at Confluence with Jorgenson Slough (site  
of the District's Jorgenson Slough Tidegate Replacement Project), Attachment 1, map.

Scope of Project (Explain problem, benefits and project. Attach preliminary plans and photos.):

Historically, Twin City Foods and many property owners within the District maintained drainage ditches and assisted the District in levee, sea dike and other flood mitigation facility maintenance. As older property owners retired and the Stillaguamish Tribe acquired properties within the District, the District assumed the work formerly done by property owners. The District substantially increased its budgets and assessments (from \$68,281 in 2016 to \$103,847 in 2020), but is not able to maintain current levels of protection of life and property and water quality without imposing an excessive burden on District residents, businesses and prime commercial ag land owners. This project is an example: Explosive infestation of reed canary grass, now over 6' tall (Attachment 2 photo), that was previously removed by affected property owners (now deceased or residing primarily out-of-state). The 6 to 7 acres of reed canary grass that will be removed choked the Jorgenson Slough/Church Creek channels and caused silt build up in an estimated 1,500' of channel that is to be removed to restore stream flows to achieve this project's over-arching goal: To make these stream segments fish friendly and to improve water quality.

Estimate of Project Cost: \$80,000, including a \$20,000 District match

Work to be performed by: District Commissioners, volunteers and contractor

Required Project Permits. Please list. Access permission from property owners for which the District does not yet have formal access, maintenance and construction easements.

Estimated start date: August 15, 2020 Estimated completion date: December 31, 2020

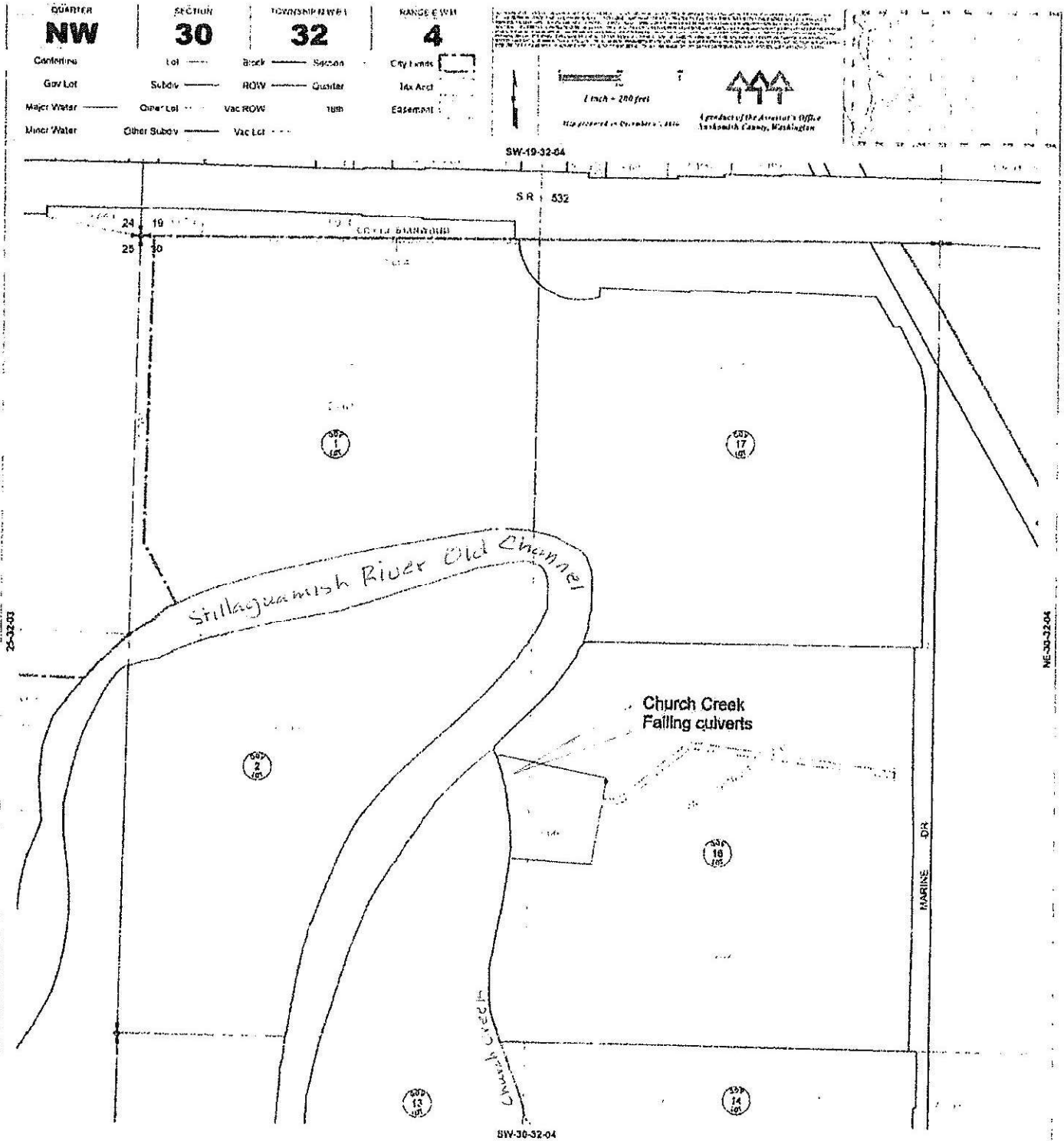
Signature of Authorized Representative of Applicant:

Chuck Hazleton

Date: July 8, 2020

Chuck Hazleton, *chair*





Attachment 1 MAP



*Attachment 2: Photo of reed canary grass over 6' high at Jorgenson Slough/Church Creek project site—taken on July 5, 2020 by Chuck Hazleton*

## FLOOD DAMAGE REDUCTION GRANT APPLICATION

Name of Applicant French Slough Flood Control District Date 6-10-20

Mailing Address: Scott Lane, Manager 14928 Old Snohomish-Monroe Road  
Snohomish, WA 98290

Contact Person for Project Scott Lane, Manager/ Neil Wheeler, Man, Ret

Contact phone number: Scott 425-422-3266 Email: scottlane11t@gmail.com  
Contact phone number: Neil 425-308-9854 Email: neilwheeler@comcast.net

Location of Project (attach Map): South end of Pilchuck Trailer Park property. Project starts just north of Paintball Field property and extends North for about 550 feet.

Scope of Project (Explain problem, project and benefits. Attach preliminary plans and photos.):

On the riverside of the levee, over time, the Pilchuck River has washed away the protective surface so as it is now, the levee provides very little protection in this area. Without completion of this project there is significant danger in the levee being breached.

On the landside of the levee in this area are many businesses, homes, farms with buildings and livestock, some county roads and many acres of farmland. If the levee breached at this location, there would be millions of dollars of damage to this area and also possible loss of life.

The project will be an Army Corp of Engineers project. They will get all necessary permits, do all the engineering, secure and repair the levee to their engineers specifications. The project will change the slope on riverside from being so steep, will widen the top of levee to about 14 feet and make the backslope more gradual than it is now. FSFCD will work with property owner to increase the easement from 35 feet to 75 feet of easement in this area. The plans show how the ACE have tied in the project to the existing levee both at upstream and downstream portion of the project.

Estimate of Project Cost: \$503,000.00 Applicant Grant Match: \$100,600.00

Work to be performed by: Contractor Other Army Corp of Engineers

Required Project Permits. Please list, or attach, documentation of exemptions. \_\_\_\_\_

Army Corp of Engineers will acquire all permits

Estimated start date: Aug 18, 2020 Estimated completion date: Sept 23, 2020

Signature of Authorized Representative of Applicant:

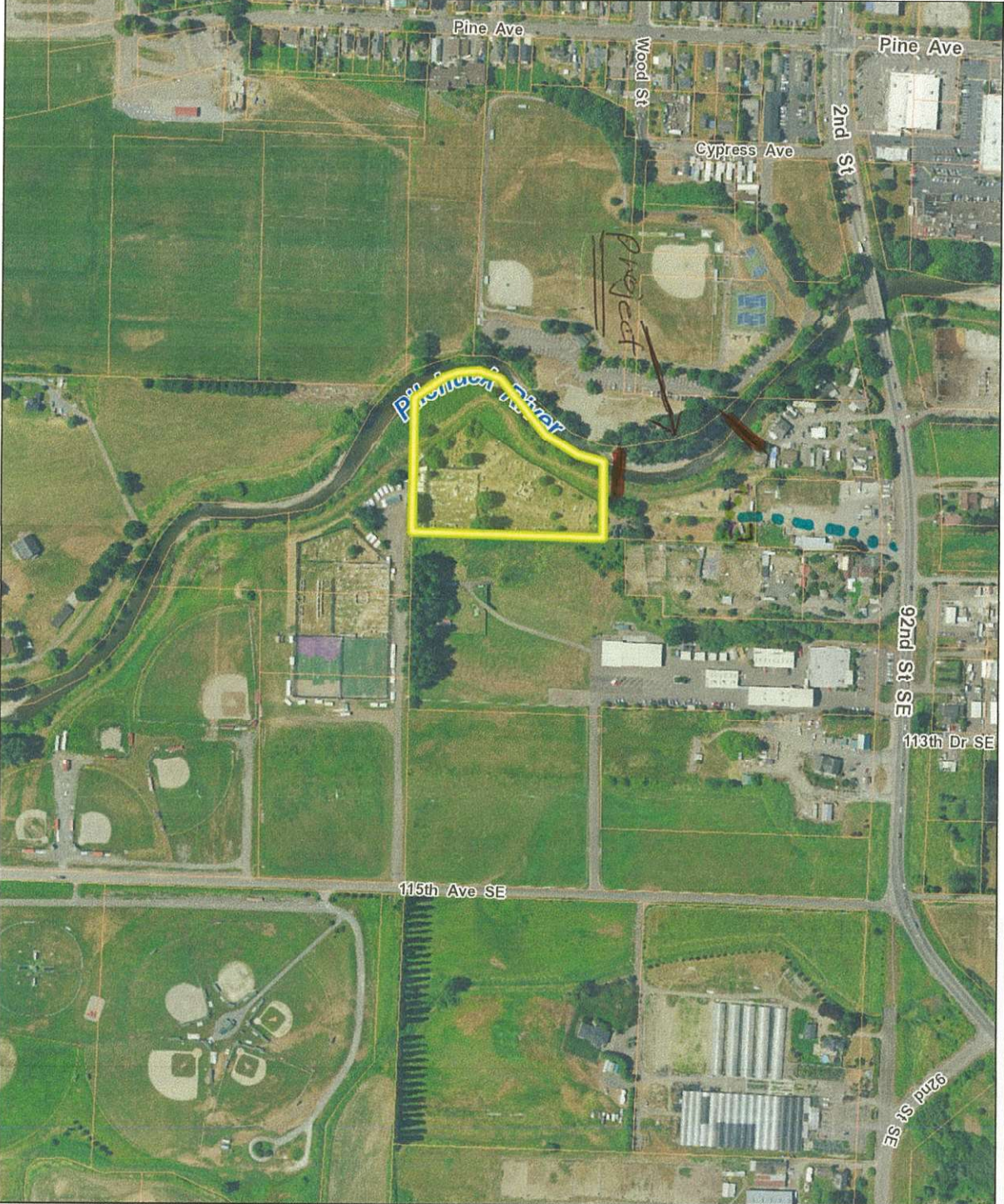
Dave Remlinger, Chairman, FSFCD Date: 6-11-2020



(Title)

Attach additional pages as needed.

# 2020 Army Corps Repairs Overview



4/9/2020

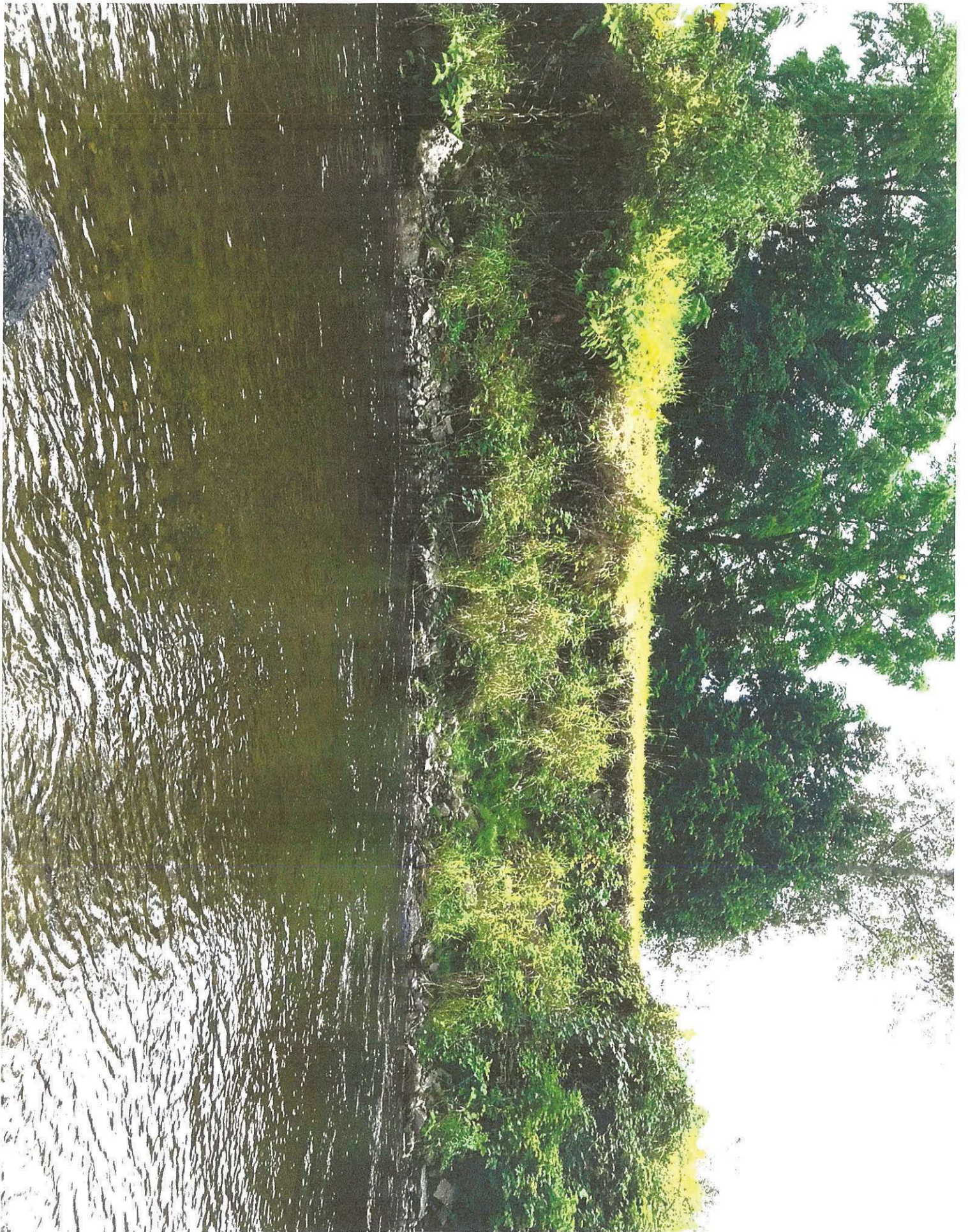


## Legend

- Parcel
  - Recent Sales 2020
  - Recent Sales 2019
  - Recent Sales 2018
  - City Boundary
  - County Park
  - National Forest
  - Water
- Street Types**
- Interstate
  - State Route
  - Local Road

All maps, data, and information are both herein ("Data") and for illustrative purposes only, and are not to be considered an official action by, or representation of, the Snohomish County/Clear Assessor and is provided to the Data, together with other applicable County/Clear Assessor provisions, for informational purposes only. Snohomish County makes no representation or warranty concerning the content, accuracy, or completeness of the Data. Snohomish County/Clear Assessor is not responsible for any errors or omissions in the Data, and is not responsible for any liability arising out of any error, defect or omission contained within said Data. Snohomish County/Clear Assessor is not liable for any damages, including but not limited to, direct, indirect, or consequential damages, arising from the use of the Data for any purpose, and, thus, no commercial use may be made of any Data except as provided herein.

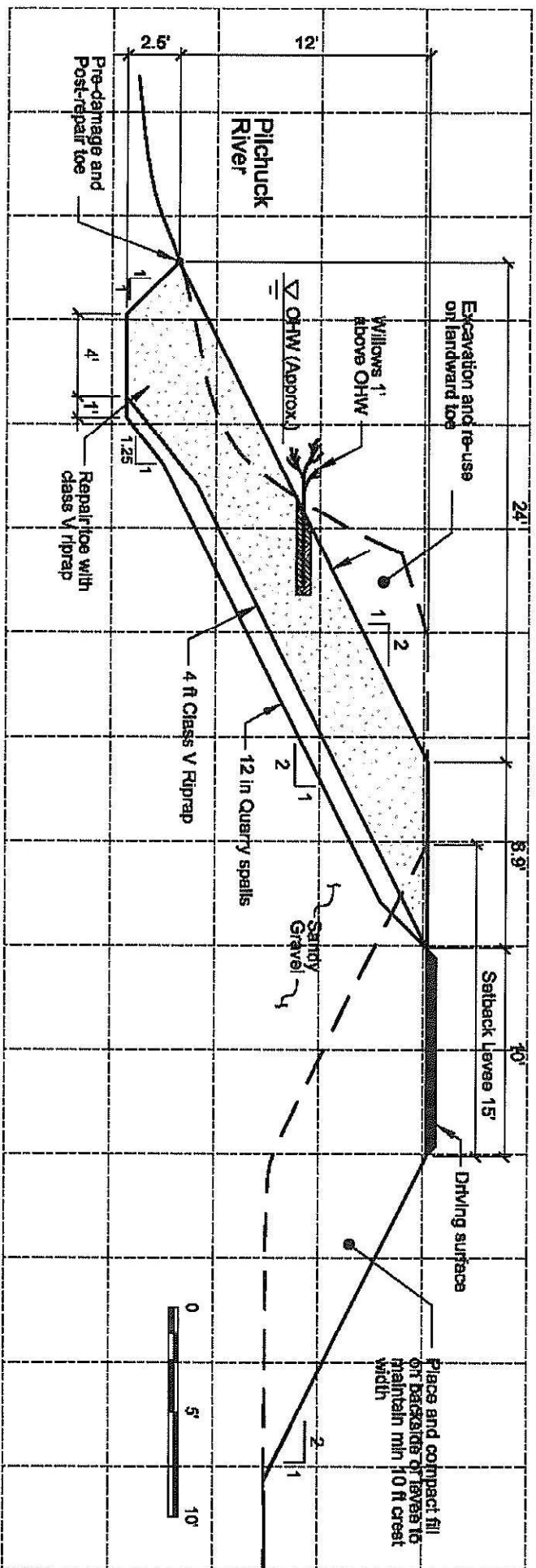








ACE drawing - cross section - of proposed project.





Snohomish County Council

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 1

FILE ORD. 21-017

**Committee:** Public Works  
**ECAF:** 2021-0004  
**Proposal:** Ord 21-017

**Analyst:** Jim Martin  
**Date:** April 2, 2021

**Consideration:**

Snohomish County Flood Damage Reduction Grant Program; Awarding the Snohomish County Flood Damage Reduction Grant Program funds; and authorizing the Executive to execute interlocal agreements with grant recipients regarding the expenditure of grant funds.

**Background**

As part of the Snohomish County's budget process, County Council approved the establishment of a Snohomish County Flood Damage Reduction Grant Program, with a total funding amount of \$200,000. An Ad-Hoc Committee was established to publicize the existence of the program, and to solicit and accept applications requesting grant funds for use in proposed projects to repair flood control facilities.

The Committee met in July of 2020, and discussed the two proposals that were received. Projects include French Slough rehabilitation and enhancement of the lower Pilchuk River Levee downstream of the Pilchuk River trailer park, Sound Equipment, and the old State Route 2 Bridge, and Church Creek dredging as proposed by the Stillaguamish Flood Control District. As carry-over funding was available, the Committee voted to fund the projects at the full 75% county Match, \$75,450 for French Slough and \$60,000 for Church Creek, for a total of \$135,450. Interlocal agreements have been negotiated and agreed to for both projects.

**Current Proposal**

Adoption of this ordinance approves the recommendation of the Ad-Hoc Committee, and authorizes the County Executive to execute the interlocal agreements with French Slough Flood Control District and with Stillaguamish Flood Control District.

*Duration:* Date of Execution through December 31, 2021

*Fiscal Implications:* \$135,450

**2021 Budget:** Yes

**Future Budget Impacts:** None.

**Handling:** NORMAL

**Approved-as-to-form:** Yes.

**Risk Management:** Yes.

**Executive Recommendation:** APPROVE.

**Attachments:** See ECAF packet.

**Amendments:** NONE.

**Request:** Move to GLS on April 14<sup>th</sup> to set time and date for a Public Hearing.



## Snohomish County Council

EXHIBIT # 2FILE ORD. 21-017

## Legislation Text

File #: 2021-0004, Version: 1

## Executive/Council Action Form (ECAF)

**ITEM TITLE:**

Ordinance 21-017, Snohomish County Flood Damage Reduction Grant Program; awarding the Snohomish County Flood Damage Reduction Grant Program funds; and authorizing the Executive to execute Interlocal Agreements with grant recipients regarding the expenditure of grant funds

**DEPARTMENT:** Public Works**ORIGINATOR:** Lori White**EXECUTIVE RECOMMENDATION:** Approve

**PURPOSE:** To approve recommendations of the committee to award the Snohomish County Flood Damage Reduction Grant Program funds and authorize the Executive to execute Interlocal agreements with special purpose districts to distribute grant funds.

**BACKGROUND:**

- The County recognizes the value of repairing damages to Special Purpose District (District) facilities to maintain flood protection to homes, County roads, farms, use of agricultural land and to drain flood waters after major floods.
- The County Council has established a Flood Damage Reduction Grant Program and approved a total funding amount of \$200,000 from 2019 and 2020 Surface Water Management budgets to benefit flood management in Snohomish County.
- Applications for the Grant Program were emailed out in May and two applications were returned from two Districts.
- An ad-hoc committee met on July 30, 2020 to review, rank and submit for Council approval, two recommendations for awarding the grant funds.
- Both applications were fully funded. Total amount awarded to two districts is \$135,450. See attached narrative of award process and recommendations, Exhibit A.
- Passage of this Ordinance will authorize the Executive to execute the attached Interlocal Agreements with French Slough Flood Control District, and Stillaguamish Flood Control District (Exhibits B, & C) as provided in RCW 39.34.

**FISCAL IMPLICATIONS:**

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
415 506 5115 4191 Special District Payments	\$135,450		\$135,450
<b>TOTAL</b>	\$135,450		\$135,450

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
415 306 111 9714 transfer from Road Fund	\$135,450		\$135,450

<b>TOTAL</b>	\$135,450		\$135,450

**DEPARTMENT FISCAL IMPACT NOTES:** Funds for this program have been approved in the 2020 and 2021 SWM budgets.

**CONTRACT INFORMATION:**

ORIGINAL	<u>X</u>	CONTRACT#	<u>French Slough ILA</u>	AMOUNT	<u>\$ 75,450</u>
AMENDMENT	<u>X</u>	CONTRACT#	<u>Stillaguamish ILA</u>	AMOUNT	<u>\$ 60,000</u>

**Contract Period**

ORIGINAL	START	<u>EXECUTION</u>	END	<u>12/31/2021</u>
AMENDMENT	START	<u>EXECUTION</u>	END	<u>12/31/2021</u>

**OTHER DEPARTMENTAL REVIEW/COMMENTS:** Approved as to form by PA (Matt Otten).  
Reviewed/Approved by Finance and Risk

ECAF NO.:  
ECAF RECEIVED:

**ORDINANCE  
INTRODUCTION SLIP**

**SNOHOMISH COUNTY COUNCIL**

**EXHIBIT # 3**

TO: Clerk of the Council

**FILE ORD. 21-017**

TITLE OF PROPOSED ORDINANCE:

~~~~~

*scf*

---

Councilmember Date

~~~~~

Clerk's Action: Proposed Ordinance No. \_\_\_\_\_

Assigned to: \_\_\_\_\_ Date: \_\_\_\_\_

**STANDING COMMITTEE RECOMMENDATION FORM**

On \_\_\_\_\_, the Committee considered the item and by \_\_\_\_ Consensus /  
\_\_\_\_ Yeas and \_\_\_\_ Nays, made the following recommendation:

\_\_\_\_\_ Move to Council to schedule public hearing \_\_\_\_\_

**Public Hearing Date \_\_\_\_\_ at \_\_\_\_\_**

\_\_\_\_\_ Move to Council as amended to schedule public hearing

\_\_\_\_\_ Move to Council with no recommendation

**This item \_\_\_\_ should/ \_\_\_\_ should not be placed on the Consent Agenda.**

(Consent agenda may be used for routine items that do not require public hearing and do not need discussion at General Legislative Session)

**This item \_\_\_\_ should/ \_\_\_\_ should not be placed on the Administrative Matters Agenda**

(Administrative Matters agenda may be used for routine action to set time and date for public hearings)

*Sh. J.*

---

Committee Chair