

1 APPROVED: 2/22/2023
2 EFFECTIVE: 3/04/2023

3
4 SNOHOMISH COUNTY COUNCIL
5 SNOHOMISH COUNTY, WASHINGTON

6
7 ORDINANCE NO. 23-004
8
9

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

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

20 WHEREAS, special purpose flood control districts have been formed under
21 chapter 85.38 RCW within Snohomish County, including Snohomish County Dike
22 Improvement District No. 1 and Stillaguamish Flood Control District; and
23

24 WHEREAS, for purposes of this ordinance the Snohomish County Dike
25 Improvement District No. 1 and Stillaguamish Flood Control District, shall be collectively
26 referred to as the "Districts"; and
27

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

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

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

40 WHEREAS, as a part of Snohomish County's 2023 Budget for the Division of
41 Surface Water Management (SWM) of the Department of Conservation and Natural
42 Resources, the County Council established a Snohomish County Flood Damage

1 Reduction Grant Program (the “Program”) having a total funding amount of One Hundred
2 Thousand Dollars (\$150,000) (the “Grant Funds”); and

3
4 WHEREAS, SWM solicited and accepted applications requesting a portion of the
5 Grant Funds for use in proposed projects to repair flood control facilities; and

6
7 WHEREAS, SWM received and reviewed two applications requesting some or all
8 of the Grant Funds for use in proposed projects to repair flood management facilities as
9 described in Exhibit A; and

10
11 WHEREAS, SWM recommends awarding the \$150,000 available in Grant Funds
12 equally to the two Districts that applied in the amount \$75,000 each as described in
13 Exhibit A attached hereto; and

14
15 WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, allows local
16 governmental entities to make efficient use of their resources by cooperating with each
17 other on a basis of mutual advantage to meet the needs of local communities; and

18
19 WHEREAS, the Interlocal Agreements with the Districts authorize the Director of
20 the Snohomish County Department of Conservation and Natural Resources to approve
21 and execute a written amendment with each District to extend or renew each Interlocal
22 Agreement for up to one additional one year term; and

23
24 WHEREAS, the County Council held a public hearing on February 22, 2023, to
25 hear public comment and consider (i) approving the recommendation of SWM,
26 (ii) authorizing the distribution of the Grant Funds, and (iii) authorizing the Snohomish
27 County Executive (“County Executive”) to execute Interlocal Agreements with the Districts
28 regarding the expenditure of the Grant Funds.

29
30 NOW, THEREFORE, BE IT ORDAINED:

31
32 Section 1. The County Council hereby adopts the foregoing recitals as findings of
33 fact and conclusions as if set forth in full herein.

34
35 Section 2. The County Council approves the recommendation of SWM for the
36 Snohomish County Flood Damage Reduction Grant Program regarding the distribution of
37 the Grant Funds and authorizes the distribution of those funds in the manner described
38 in Exhibit A hereto.

39
40 Section 3. The County Council authorizes the County Executive to execute the
41 Interlocal Agreement Between Snohomish County and Snohomish County Dike
42 Improvement District No. 1 for Flood Damage Reduction in the form set forth as
43 Exhibit B hereto.

1
2 Section 4. The County Council authorizes the County Executive to execute the
3 Interlocal Agreement Between Snohomish County and the Stillaguamish Flood Control
4 District for Flood Damage Reduction in the form set forth as Exhibit C hereto.
5
6

7 PASSED this 22nd day of February, 2023.
8
9

10
11 ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

12
13 M. Glendon
14
15 Deputy Clerk of the Council

Jared Mead
Council Chair

16
17
18
19 APPROVED

DATE: February 22, 2023

20
21 EMERGENCY

22
23 VETOED

D. S.
County Executive

24
25
26
27 ATTEST:

28
29
30 Melissa Geraghty
31
32
33

34 Approved as to form only:

35
36 [Signature] December 2, 2022
37
38 Deputy Prosecuting Attorney
39

EXHIBIT A

**2023 Snohomish County Flood Damage Reduction Grant Program
Award Recommendations**

[See Attached]

ORDINANCE NO. 23-004 RELATING TO THE SNOHOMISH COUNTY
FLOOD DAMAGE REDUCTION GRANT PROGRAM; AWARDING THE
SNOHOMISH COUNTY PROGRAM FUNDS AND AUTHORIZING THE
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS

EXHIBIT A

2022 Snohomish County Flood Damage Reduction Grant Program Award Recommendations

The 2022 FDRP Project Proposals

The Snohomish County Surface Water Management Division (SWM) sent an e-mail in March 2022 with grant application information describing the detail necessary to apply for 2022 Flood Damage Reduction Program funding. This message was sent out to diking and drainage districts around Snohomish County informing them of available County funding to protect County road systems from flooding.

Two proposals were submitted on May 23, 2022, requesting a total of \$400,000. The proposal from Snohomish County Dike Improvement District No. 1 (Ebey Island) was a request for \$250,000 to reinforce weathered pipes and place new tide gates along the district's west side near the Snohomish River. The Stillaguamish Flood Control District requested \$150,000 to replace their Church Creek tide gates at the old Stillaguamish River Channel located just south of Stanwood that are failing due to corrosion, weathering, and deterioration.

Project Site Visits

David Wilson scheduled site visits to both sites with the project sponsors to verify each project meets the Flood Damage Reduction Program funding criteria, including protection of County roads from flooding.

The Snohomish County Dike Improvement District No. 1 commissioners, Kim Henderson and Stan Roth provided a tour of the pump house near the SR 2 Trestle to County staff on June 16, 2022, during low tide. The tour included the new timber framework to support the pumping system and other site work completed with a prior 2018 FDRP award. The visit was scheduled to view the corrosion in the half dozen pipes and tide gates that drain Ebey Island's interior waterways. Stan and Kim explained that there is a leakage/seepage problem with the pipe systems as their pumping costs have risen in the last couple of years due to water pouring into the district during high tide, periods of flooding, and seasonal snowmelt. This proposed project assists with the drainage of the 14-mile Ebey Island diking system interior areas, including all County road systems on Ebey Island.

The Church Creek tide gates and conveyance pipes (located near the historic Reverend Jorgensen Home south of Stanwood and west of Marine Drive) are proposed for replacement by the Stillaguamish Flood Control District. According to Chuck Hazelton, the existing pipes draining the northwest corner of the district are from the late 1960s, before the November 1990 floods that prompted the formation of the Stillaguamish Flood Control District. The Church Creek tide gates convey water from the area northeast of Stanwood, across the flood plain (agricultural areas) to the old Stillaguamish River Slough that is drained by the daily tidal cycle. Earlier this year, the District dredged portions of the floodplain pathway of Church Creek from the Pioneer Highway and the BNSF rail system to Marine Drive. The dredging primarily protects Marine Drive, Pioneer Highway, and Miller Road, as does the proposed tide gate and pipe replacements.

History of Flood Control Districts and Consistency with Flood Planning

The Ebey Island 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. This planning document supports this system’s maintenance and has been included in the 2005, 2010, 2015, and 2020 versions of the County Natural Hazards Mitigation Plan. Additionally, Snohomish County worked with Snohomish County Dike Improvement District No. 1 to reconstruct the supporting framework for pipe systems utilized in the pump house as well as associated site work on the pipe intake systems to pump interior waters over the levee system as part of the 2018 Flood Damage Reduction program.

The Stillaguamish Flood Control District was part of the planning process for the Stillaguamish Comprehensive Flood Hazard Management Plan and has worked with the County over many years on projects like new high-capacity flood gates near the Stanwood Wastewater Treatment Plant (to reduce flooding duration times over Marine Drive, south of Stanwood). The old Stillaguamish River (former river outlet prior to Hat Slough diversion in 1930) drainage improvements were coordinated historically between the County and the district. With a goal of addressing water quality in the old river channel where tidal exchanges are not adequate to drain the old river system during summer months as well as many other smaller projects around the district over the years.

Committee Recommendations

Reviewing the grant applications and the site visits, it is clear that both projects are worthy and important. Since only \$150,000 is budgeted for the flood damage reduction program for 2022, it was determined/recommended to split the available funds between the two flood control districts by awarding \$75,000 (including a 25% local match) to support each of the important projects submitted for funding assistance.

| District | Project | Project cost | County funds* | District Funding | Total Costs |
|--|------------------------------------|--------------|---------------|----------------------|-------------|
| Ebey Island/Diking Improvement District No. 1 | Sealing pipes and tide gates | \$250,000 | \$ 75,000 | \$18,750 - \$193,750 | \$250,000 |
| Stillaguamish Flood Control District | Church Creek tide gate replacement | \$150,000 | \$ 75,000 | \$18,750 - \$93,750 | \$150,000 |

**Note: 2022 funds were budgeted at \$150,000 (assuming a 25% match from special purpose districts).*

Submitted by:

David JH Wilson, PE, CFM Department of Conservation and Natural Resources/Snohomish County

**EXHIBIT B
to
ORDINANCE NO. 23-004**

**Interlocal Agreement Between Snohomish County and Snohomish County
Dike Improvement District No. 1 for Flood Damage Reduction**

[See Attached]

ORDINANCE NO. 23-004 RELATING TO THE SNOHOMISH COUNTY
FLOOD DAMAGE REDUCTION GRANT PROGRAM; AWARDED THE
SNOHOMISH COUNTY PROGRAM FUNDS AND AUTHORIZING THE
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY
AND SNOHOMISH COUNTY DIKE IMPROVEMENT DISTRICT NO. 1
FOR FLOOD DAMAGE REDUCTION

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND SNOHOMISH COUNTY DIKE IMPROVEMENT DISTRICT NO. 1 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 Snohomish County Dike Improvement District No. 1, 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 One Hundred Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2022 Surface Water Management Budget to benefit flood management in Snohomish County; and

WHEREAS, Surface Water Management publicized the existence of the Flood Damage Reduction Grant Program and solicited and accepted applications requesting a portion of the Grant Funds for use in proposed flood management projects; and

WHEREAS, the District submitted an application to Surface Water Management requesting Grant Funds for use in repairing the District's diking facilities, the estimated cost of which is Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, after evaluating all applications submitted for the Grant Funds, Surface Water Management has recommended allocating Grant Funds to the District in the amount of Seventy-Five Thousand Dollars (\$75,000) to support the District's proposed project; and

WHEREAS, the County Council has, through Ordinance No. 23-004, approved Surface Water Management'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 Dollars (\$75,000) (the "Contribution"), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
 - a. Ebey Island Sealing Pipes and Tide Gates, as described in the District's application submitted to Surface Water Management, a copy of which is attached hereto as Exhibit A.

Table 1 – Project Funding

| Project | Project Cost | Grant Request | Grant Award | Required Match |
|--|---------------------|----------------------|--------------------|-----------------------|
| Ebey Island Sealing Pipes and Tide Gates | \$250,000 | \$250,000 | \$75,000 | \$18,750 |
| TOTAL | \$250,000 | \$75,000 | \$75,000 | \$18,750 |

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. Snohomish County Dike Improvement District No. 1:

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 project.
2. The District agrees to pay for all costs associated with the project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.
3. The District agrees to acquire all permits necessary to perform the work.
4. 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 3 months after the project is complete.

5. The District agrees to allow County staff to inspect the completed project.
6. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
7. Should the District fail to complete the project 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, 2023, 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, 2022, 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.

Snohomish County Dike Improvement District No. 1
2415 40th St
Everett, WA 98201
Attn: Kim Henderson, 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:

By **Dave Somers** Digitally signed by Dave Somers
Date: 2023.02.22 15:32:07
-08'00'
County Executive

THE DISTRICT:

By 
Title: Commissioner

Approved as to Form:

Hart, Alethea Digitally signed by Hart, Alethea
Date: 2022.12.06 10:55:27
-08'00'
Deputy Prosecuting Attorney

Approved by Risk Management:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.01.06 16:35:15 -08'00'
Risk Management Designee

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

| | |
|-------------------------|-------------------------|
| COUNCIL USE ONLY | |
| Approved | <u>2/22/2023</u> |
| ECAF # | <u>2023-0013</u> |
| MOT/ORD | <u>Ordinance 23-004</u> |

Exhibit A

**SNOHOMISH COUNTY DIKE IMPROVEMENT DISTRICT NO. 1
2022 APPLICATION FOR FLOOD DAMAGE REDUCTION GRANT**

FLOOD DAMAGE REDUCTION GRANT APPLICATION 2022

Name of Applicant Dike District #1 Date 5/23/2022

Mailing Address: 2415 40th St, Everett, WA 98201

Contact Person for Project Coordination Kim Henderson

Contact phone number: 425-508-2092 Contact email: masterworkroofing@msn.com

Location of Project (attach Map): See attached

Scope of Project (Explain problem, project and benefits. Attach preliminary plans and photos.):
The culvert through our dike that the tide gates attach to has deteriorated to the point that we can no longer get a good connection. Therefore, we have a significant amount of water running onto the island on an almost constant basis. This project is to reline our culverts and attach new tide gates to the new pipes.

Estimate of Project Cost: \$250,000.00 Applicant Grant Match: 25%

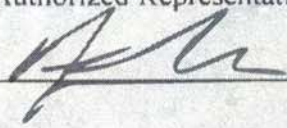
Work to be performed by: Contractor Owner District City Other

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

Dike District I maintenance

Estimated start date: ASAP depending on the availability of products and contractor Estimated completion date: 30 days after the start of project

Signature of Authorized Representative of Applicant:



Date: 5/23/2022

Commissioner

(Title)

Attach additional pages as needed.



Camera: 179 m 47°58'39"N 122°09'55"W 14 cm

20 m

Oregon CCB # 138553- Washington # CC01 NEHALMM916KO- California #902558
Phone # 503-322-0219 Cell # 801-4605 Fax # 322-0211 E-mail nehalmmarine@gmail.com
Leo Kuntz-Pres.



NEHALEM MARINE MFG.
24755 MIAMI RIVER RD.
NEHALEM, OR. 97131

5/20/22

Estimate

Estimate To:

Snohomish Dike District #1

c/o Kim Henderson

425-508-2092

Kwh800@yahoo.com

Estimate For:

Site 1- existing 4.5'x4.5'x75'

NSG4oa tide gate assembly w/ custom adaptor to liner- \$8316

Pipe option 1- Snaptite or Vylon \$28324

Pipe option 2- Krah \$14308

Site 2-existing 6.0'x6.0'x75'

NSG5oa tide gate assembly w/ custom adaptor to liner- \$12936

Pipe option 1- Snaptite or Vylon \$28324

Pipe option 2- Krah \$18396

Site 3- existing 6.0'x6.0'x75'

NSG5oa tide gate assembly w/ custom adaptor to liner- \$12936

Pipe option 1- Snaptite or Vylon \$28324

Pipe option 2- Krah \$18396

Site4- existing 4.5'x4.2'x75'

NSG4oa tide gate assembly w/ custom adaptor to liner- \$8316

Pipe option 1- Snaptite or Vylon \$28324

Pipe option 2- Krah \$14308

Snohomish DD #1 Estimate Cont.

| | |
|--|----------------|
| Misc. Installation Supplies: (all four) | |
| (8) polyurethane foam kits @ \$460 | \$3680 |
| (4) sets concrete pumping plumbing | \$4000 |
| Misc. Wedges, blocking and fasteners | \$1000 |
| Ap. 40yds special concrete mix @160 | \$6400 |
| Total----- | \$15260 |

| | |
|--|----------------|
| Labor and Machine time: | |
| Mobilize (3) tide gate service trucks, reach lift, long reach | |
| Excavator and misc rigging | \$8000 |
| Concrete pumping | \$2000 |
| Labor and Machine time @ 7000 x 4 | \$28000 |
| Total----- | \$38000 |

| | |
|----------------------------------|-----------------|
| Pipe and gate summary: | |
| Option 1 total (all four) | \$155800 |
| Option 2 total (all four) | \$134912 |

| | |
|--|-----------------|
| Total Job Summary: | |
| Option 1 (all four including supplies, labor, machine | |
| time----- | \$209060 |
| including Wash. Tax----- | \$229547 |
| Option 2 (all four including supplies, labor, machine | |
| time----- | \$188172 |
| including Wash tax----- | \$206613 |

**EXHIBIT C
to
ORDINANCE NO. 23-004**

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

[See Attached]

ORDINANCE NO. 23-004 RELATING TO THE SNOHOMISH COUNTY
FLOOD DAMAGE REDUCTION GRANT PROGRAM; AWARDED THE
SNOHOMISH COUNTY PROGRAM FUNDS AND AUTHORIZING THE
EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH GRANT
RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS

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 One Hundred Fifty Thousand Dollars (\$150,000) (the “Grant Funds”) in the 2022 Surface Water Management Budget to benefit flood management in Snohomish County; and

WHEREAS, Surface Water Management publicized the existence of the Flood Damage Reduction Grant Program and solicited and accepted applications requesting a portion of the Grant Funds for use in proposed flood management projects; and

WHEREAS, the District submitted an application to Surface Water Management requesting Grant Funds for use in repairing the District’s diking facilities, the estimated project cost of One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, after evaluating all applications submitted for the Grant Funds, Surface Water Management has recommended allocating Grant Funds to the District in the amount of Seventy-Five Thousand Dollars (\$75,000) to support the District’s proposed project; and

WHEREAS, the County Council has, through Ordinance No. 23-004, approved Surface Water Management’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 Dollars (\$75,000) (the “Contribution”), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
 - a. Church Creek Tide Gate Replacement, as described in the District’s application submitted to Surface Water Management, a copy of which is attached hereto as Exhibit A.

Table 1 – Project Funding

| Project | Project Cost | Grant Request | Grant Award | Required Match |
|------------------------------------|---------------------|----------------------|--------------------|-----------------------|
| Church Creek Tide Gate Replacement | \$150,000 | \$150,000 | \$75,000 | \$18,750 |
| TOTAL | \$150,000 | \$150,000 | \$75,000 | \$18,750 |

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 project.
2. The District agrees to pay for all costs associated with the project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.
3. The District agrees to acquire all permits necessary to perform the work.
4. 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 3 months after the project is complete.

5. The District agrees to allow County staff to inspect the completed project.
6. To maintain future eligibility for County grant funding, the District agrees to include project elements to improve riparian and/or fish habitat.
7. Should the District fail to complete the project 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, 2023, 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, 2022, 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
23224 Marine Dr
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:

By Dave Somers Digitally signed by Dave Somers
Date: 2023.02.22 15:32:57
-08'00'
County Executive

THE DISTRICT:

By Chad Negleton
Title: Chair

Approved as to Form:

Hart, Alethea Digitally signed by Hart, Alethea
Date: 2022.12.06 12:34:24
-08'00'
Deputy Prosecuting Attorney

Approved by Risk Management:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.01.06 16:35:35
-08'00'
Risk Management Designee

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

2/22/2023
2023-0013
Ordinance 23-004

Exhibit A
STILLAGUAMISH FLOOD CONTROL DISTRICT
2022 APPLICATION FOR FLOOD DAMAGE REDUCTION GRANT

FLOOD DAMAGE REDUCTION GRANT APPLICATION 2022-Amended

Name of Applicant Stillaguamish Flood Control District Date May 23, 2022

Mailing Address: Chuck Hazleton, 23224 Marine Dr, Stanwood, WA 98292 or

Henry E. Lippek, 1626 N 52nd St., Seattle WA 98103

Contact Person for Project Coordination:

Chuck Hazleton, 360 652-9233, eagletreefarm@frontier.com (Commissioner/Chair) or

Henry E. Lippek, 206 632-1626, lippek@aol.com (administrative services, legal advisor)

Location of Project (attach Map): Map attached (coordinates 48.23391, -122.35220)

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

This project is to replace the failed Church Creek three tubes and associated tidegates located off Marine Dr. This project will open native fish passage, now blocked by the existing failed 4' diameter tubes. The project is within the boundaries of the Flood District in unincorporated Snohomish County that will provide ongoing flood protection to County roads, including arterials, and the citizens of Snohomish County. The grant here applied for is urgently needed as this project exceeds the financial resources of the Flood District. Attached are easements, maps, photos, and certificate of liability insurance. The project is consistent with applicable flood reduction and habitat conservation plans. The project will prevent flooding on an estimated 250 acres of prime commercial ag lands.

Amended Estimate of Project Cost: \$150,000 Applicant Grant Match: \$37,500

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

Required Project Permits. Please list, or attach, documentation of exemptions. The Flood District has property-owner consent and easements to perform this work. This Project is a qualifying restoration project not subject to environmental review nor local or state permits or approvals other than the HPA issued by WDFW under the pilot program established pursuant to Engrossed 2nd Substitute House Bill 1382 signed by the Governor on April 16, 2021

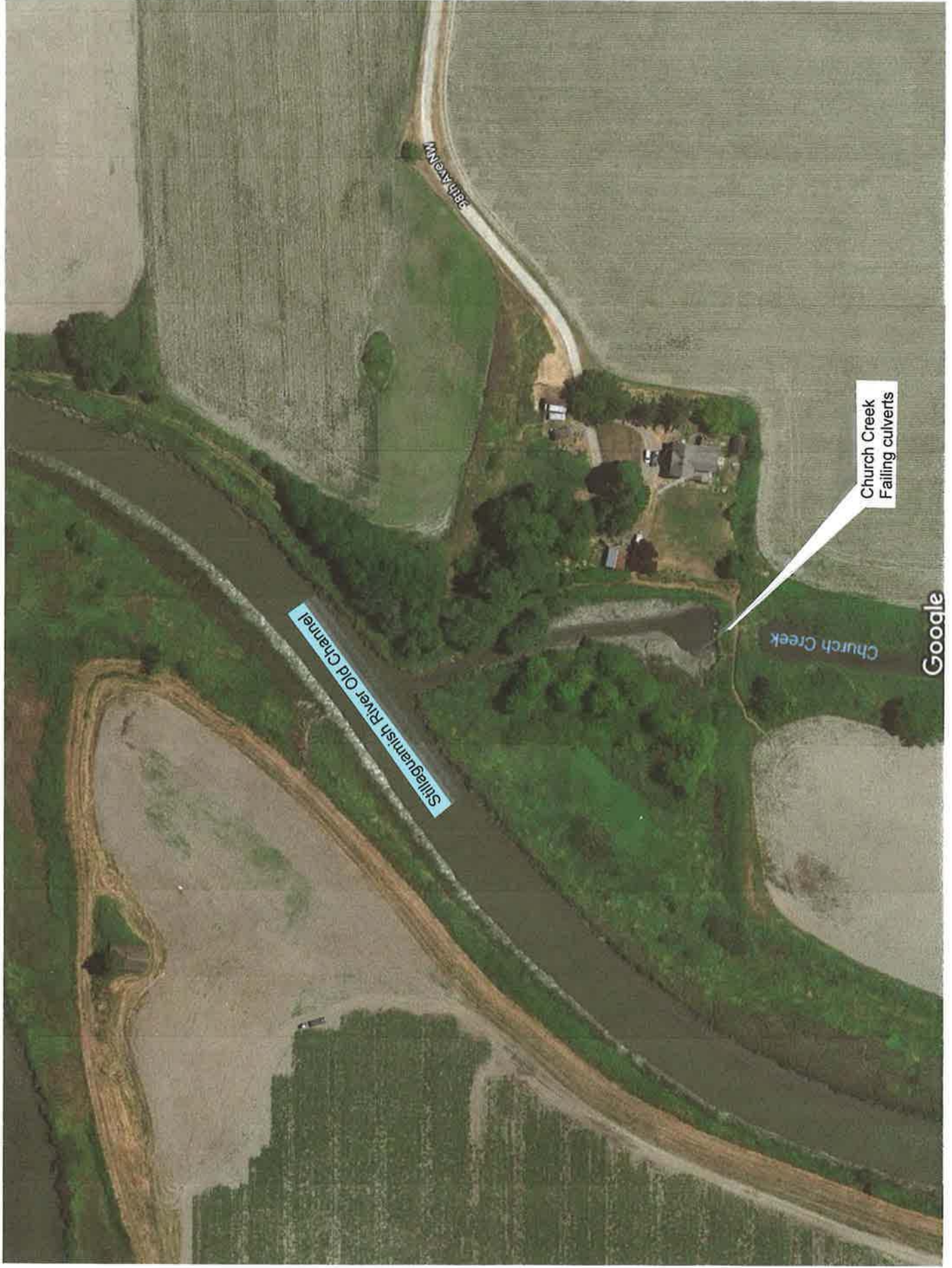
Estimated start date: August 1, 2022 Estimated completion date: December 31, 2022

Signature of Authorized Representative of Applicant:

Chuck Hazleton Date: May 23, 2022

Chuck Hazleton, *Commissioner/Chair*





| QUARTER | SECTION | TOWNSHIP N.W.B.L | RANGE E.W.M. | ALL RIGHTS RESERVED AND INTENTIONALLY LEFT UNREGISTERED. THESE RIGHTS ARE RESERVED BY THE COUNTY ASSESSOR'S OFFICE. THE DATA IS PROVIDED AS AN APPROXIMATE GUIDE TO THE LOCATION OF THE PROPERTY. THE COUNTY ASSessor'S OFFICE IS NOT RESPONSIBLE FOR THE DATA. THE DATA IS PROVIDED AS AN APPROXIMATE GUIDE TO THE LOCATION OF THE PROPERTY. THE COUNTY ASSessor'S OFFICE IS NOT RESPONSIBLE FOR THE DATA. |
|---------|---------|------------------|--------------|---|
| NW | 30 | 32 | 4 | |

Centerline --- Lot --- Block --- Section --- City Limits [Red dashed box]
Gov Lot --- Subdiv --- ROW --- Quarter --- Tax Acct [Dotted box]
Major Water --- Other Lot --- Vac ROW --- 16th --- Easement [Dotted box]
Minor Water --- Other Subdiv --- Vac Lot --- [Dotted box]

1 inch = 200 feet
Map produced on December 07, 2016
A product of the Assessor's Office
Snohomish County, Washington

