## SNOHOMISH COUNTY COUNCIL PUBLIC HEARING PACKET

ORDINANCE 21-020 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE

AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND FRENCH SLOUGH FLOOD CONTROL DISTRICT FOR ACCOMMODATING SURFACE WATER IN

FRENCH SLOUGH FLOOD CONTROL DISTRICT

ECAF: 2021-0105

Date/Time: Wednesday, May 19, 2021, at 10:30 a.m.

Staff Person: Jim Martin

DPA: Laura Kisielius

### **EXHIBIT LIST**

### Click on Exhibit # to view document.

Exhibit #	Date	Exhibit Description
1	4/15/21	Council Staff Report
2	4/02/21	ECAF Received
3	4/07/21	Ordinance Introduction Sheet Signed

1	SNOHOMISH COUNTY COUNCIL
2 3	SNOHOMISH COUNTY, WASHINGTON
5 4 5	ORDINANCE NO. 21-020
6	AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL
7	AGREEMENT BETWEEN SNOHOMISH COUNTY AND FRENCH SLOUGH FLOOD
8	CONTROL DISTRICT FOR ACCOMMODATING SURFACE WATER IN
9	FRENCH SLOUGH FLOOD CONTROL DISTRICT
10	
11	WHEREAS, development of upland areas adjacent to the French Slough Flood
12	Control District (the "District"), some of which are within unincorporated Snohomish
13	County, contributes storm and surface water into some portions of the District which are
14	also within unincorporated Snohomish County; and
15	
16	WHEREAS, the County adopted Ordinance No. 15-069 repealing Title 25 of the
17	Snohomish County Code (SCC) and enacting a new Title 25 relating to storm and
18	surface water management which established a watershed management area (WMA)
19	adjacent to and including the District known as the Snohomish WMA and provides for
20	the imposition of service charges on property within such WMA; and
21	MUEDEAO (L. O ) - L. (. L. A L. L. O. P N 47 000 - P
22	WHEREAS, the County adopted Amended Ordinance No. 17-020, eliminating
23	watershed management areas in favor of a single surface water management utility
24 25	district, which includes territory adjacent to and including the District; and
25 26	WHEREAS, the District assists the County manage storm and surface water from
20 27	and within the surface water management utility district; and
28	and within the surface water management utility district, and
29	WHEREAS, in 2007 the District and the County executed the "Interlocal Agreement
30	for Accommodating Surface Water in French Slough Flood Control District" (County
31	Auditor recording #200709200147), under which the County distributed \$17,000 of
32	service charges to the District in 2007, \$8,500 of service charges to the District each
33	year for the years 2008-2009, and an additional \$8,500 in 2010 through Amendment
34	No. 1 (County Auditor recording #201005170501) to the 2007 Interlocal Agreement; and
35	
36	WHEREAS, in 2011 the District and the County executed the "Interlocal Agreement
37	For Accommodating Surface Water in French Slough Flood Control District" (County
38	Auditor recording #20114180245), under which the County distributed \$8,500 of service
39	charges to the District each year for the years 2011-2015; and
40	
41	WHEREAS, in 2016 the District and the County executed the "Interlocal Agreement
42	For Accommodating Surface Water in French Slough Flood Control District"), under

which the County distributed a total of \$59,8 years 2016-2020, with the final payment in	•
, i.e. i.e. i.e. i.e. i.e. i.e. i.e. i.e	<b>3</b>
WHEREAS, the County and the District	have negotiated the terms of a new
certain costs incurred each calendar year 2	021 through 2025; and
•	
•	
· · · · · · · · · · · · · · · · · · ·	evious year's payment to which the CPI will
be applied; and	
WHEREAS the District approved the 20	221 Interlocal Agreement on February 11
·	D21 Interlocal Agreement on February 11,
2021, and	
WHEREAS, the county council held a n	ublic hearing on 2021 to
·	
<u> </u>	<del>_</del>
,	The state of the s
NOW, THEREFORE, BE IT ORDAINED	):
Section 1. The county council hereb	y adopts the foregoing recitals as findings of
fact and conclusions as if set forth in full he	rein.
	y authorizes the county executive to execute
	,
	<u> </u>
District" in the form set forth as Exhibit A he	ereto.
DACOED (I.)	0004
PASSED this day of	, 2021.
	SNOHOMISH COUNTY COUNCIL
ATTECT:	
ATTEST.	Snohomish County, Washington
Clerk of the Council	Council Chair
	years 2016-2020, with the final payment in WHEREAS, the County and the District "Interlocal Agreement Between Snohomish District for Accommodating Surface Water is ("2021 Interlocal Agreement") under which certain costs incurred each calendar year 2 WHEREAS, the 2021 Interlocal Agreement on the consumer price index for the previous increase per year. The 2021 payment calculated 2020 County payment of \$12,571 as the probe applied; and  WHEREAS, the District approved the 202021; and  WHEREAS, the county council held a proposition of the county and French Slough Flood Consumption of the county and French Slough Flood Consumption of the county council hereby fact and conclusions as if set forth in full hereby the "Interlocal Agreement Between Snohom Control District for Accommodating Surface District" in the form set forth as Exhibit A here PASSED this day of

43

2	( ) APPROVED	DATE:
3 4	( ) EMERGENCY	
5 6	( ) VETOED	
7 8		David Somers
9		County Executive
10	ATTEST:	
11 12		
13	Approved as to form only:	
14	Laun Chinhic 3/31/21	
15	0/01/21	
16	Deputy Prosecuting Attorney	

1	EXHIBIT A
2	to
3	ORDINANCE NO. 21
4	
5	
6	INTERLOCAL AGREEMENT BETWEEN
7	SNOHOMISH COUNTY AND
8	FRENCH SLOUGH FLOOD CONTROL DISTRICT
9	FOR ACCOMMODATING SURFACE WATER IN
10	FRENCH SLOUGH FLOOD CONTROL DISTRICT
11	
12	
13	[See Attached]
14	- · ·

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

### ACCOMMODATING SURFACE WATER IN FRENCH SLOUGH FLOOD CONTROL DISTRICT

THIS INTERLOCAL AGREEMENT is entered into by and between the FRENCH SLOUGH FLOOD CONTROL DISTRICT, a Special Purpose District in the State of Washington formed under chapter 86.09 RCW (hereinafter the "District"), and SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter the "County"), pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The District and County may also be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, the County adopted Ordinance No. 15-069 repealing Title 25 of the Snohomish County Code (SCC) and enacting a new Title 25 relating to storm and surface water management which established a watershed management area (WMA) adjacent to and including the District known as the Snohomish WMA and provides for the imposition of service charges on property within such WMA; and

WHEREAS, the County adopted Amended Ordinance No. 17-020, eliminating watershed management areas in favor of a single surface water management utility district, which includes territory adjacent to and including the District; and

WHEREAS, in 2007 the District and the County executed the "Interlocal Agreement for Accommodating Surface Water in French Slough Flood Control District" (hereinafter the "2007 Interlocal Agreement") (County Auditor recording #200709200147), under which the County distributed \$17,000 of service charges to the District in 2007, \$8,500 of service charges to the District each year for the years 2008-2009, and an additional \$8,500 in 2010 through Amendment No. 1 (County Auditor recording #201005170501) to the 2007 Interlocal Agreement; and

WHEREAS, in 2011 the District and the County executed the "Interlocal Agreement For Accommodating Surface Water in French Slough Flood Control District" (hereinafter the "2011 Interlocal Agreement") (County Auditor recording #20114180245), under which the County distributed \$8,500 of service charges to the District each year for the years 2011-2015 to partially offset the costs the District incurred in accommodating the drainage originating from upland development within the Snohomish WMA; and

WHEREAS, in 2016 the District and the County executed the "Interlocal Agreement For Accommodating Surface Water in French Slough Flood Control District" (hereinafter the "2016 Interlocal Agreement"), under which the County distributed a total of \$59,812 of service charges to the district for the combined years 2016 – 2020 to partially offset the costs the District incurred in accommodating the drainage originating from upland development within the Snohomish WMA, with the final payment in 2020 being \$12,571; and

WHEREAS, the County and the District have negotiated the terms of this new "Interlocal Agreement between Snohomish County and French Slough Flood Control District for Accommodating Surface Water in French Slough Flood Control District" ("2021 Interlocal Agreement") under which the County shall reimburse the District for costs incurred each calendar year 2021 through 2025 to partially offset the costs the District will incur in accommodating the drainage originating from upland development within the Snohomish surface water management utility district; and

WHEREAS, the County and the District are agreeable to an annual payment from the County to the District, and

WHEREAS, the County and the District are also agreeable to provide for payment adjustments based on the consumer price index for years 2021 through 2025, not to exceed a three percent increase per year;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Interlocal Agreement, the County and District agree to the following:

- I. **Payment by County.** The County agrees to pay the District annually from 2021 to 2025 an amount to reimburse the District for assisting with the suitable conveyance of quantities of storm, surface, and drainage water from and within the surface water management utility district over and across the District to a suitable and adequate outlet (its pump plant/station), such reimbursement not to exceed the amounts established in this section. Beginning with the payment for 2021, annual payments shall be adjusted from the previous year based on the lesser of (1) the annual increase or decrease, as applicable, in the consumer price index for the previous year (Consumer Price Index for Seattle-Tacoma-Bremerton, WA, All Urban Consumers, All Items, published every other month by the U.S. Department of Labor, Bureau of Labor Statistics, in which 1982-84 equals 100 (the "CPI")) or (2) three percent increase per year. The 2021 payment calculation under this Agreement shall use the 2020 County payment of \$12,571 as the previous year's payment to which the CPI will be applied. The payments are to partially offset the costs the District incurred in accommodating the drainage originating from upland development within the Snohomish surface water management utility district. Payments shall be made in accordance with Section IV & V of this agreement.
- II. Use of Funds by District. The District shall use all funds distributed by the County to the District under this Agreement as reimbursement for District expenditures only for the following purposes in relation to the District's assistance with and the conveyance of storm, surface, and drainage water from and within the surface water management utility district:

Paying all or any part of the cost and expense of maintaining and operating its drainage, storm water control, and surface water control facilities as defined in RCW 85.38.180(2), all or any part of the cost and expense of planning, designing, establishing, acquiring, developing, constructing and improving any of such facilities, or to pay or secure the payment of all or any portion of any issue of general obligation or revenue bonds issued for such purpose. The following expense categories, as listed in the 2021 Budget (which is attached as Exhibit B hereto and

incorporated herein by reference), are approved for reimbursement: PUD, Repair and Maintenance, and Ditch Maintenance. Additional expense categories may be approved for reimbursement subject to the County's review and approval by the Director of Surface Water Management.

- III. District Responsibilities. The District Board of Commissioners or its designee shall, within its geographical jurisdiction and boundaries, serve as administrator of the storm and surface water control activities for which funds are provided under this Agreement and, within such boundaries, but not throughout the entirety of the surface water management utility district, shall be solely responsible for obtaining all necessary permits and for compliance with all local, state and federal requirements related to its activities under this Agreement, including but not limited to the Endangered Species Act and the Clean Water Act.
- **IV.** County Responsibilities. No later than January 15<sup>th</sup> of each year starting in 2021 the County will provide the District with a letter documenting the previous year's CPI as specified in Section I of this Agreement, along with the calculation of the new funding rate for the current year. Calculation of the annual funding rate will be within the sole discretion of the County. An example of the letter is shown in Exhibit A.
- **V. Requests for Payment.** The District shall submit an annual invoice, no later than December 31st of each year to:

PWInvoices@snoco.org (preferred)

Or

Snohomish County Public Works – Contract Admin Attn: Gidget Ames 3000 Rockefeller, M/S 607 Everett, WA 98201

The District shall keep records of all expenditures for which reimbursement by the County is requested in accordance with this Agreement. The District shall prepare and present an invoice to the County showing the actual services provided and the total amount of expenditures made or obligations incurred. The County shall provide payment on approved invoices within thirty (30) days of receipt. All invoices shall provide the following for each expense:

- 1. The applicable category or categories in Section II of this Agreement under which the expense qualifies for reimbursement.
- 2. The amount of the expense.
- 3. The date and location of the work within the District.
- 4. A description of the work accomplished.

Invoices shall include a signed and dated certification from a District Commissioner verifying that payment is for work completed in fulfillment of this Agreement

VI. Non-Discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The District shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the District of the District's compliance with the requirements of Chapter 2.460 SCC. If the District is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the District's obligations under other federal, state, or local laws against discrimination.

- VII. Indemnity. The District shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the District's acts, errors or omissions in the performance of this Agreement; PROVIDED, HOWEVER, that the District's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, elected and appointed officials, employees or agents; PROVIDED FURTHER, that in the event of the concurrent negligence of the Parties, the District's obligations hereunder shall apply only to the percentage of fault attributable to the District, its employees or agents.
- VIII. Effect. The Parties agree that this Agreement shall not relieve them of any obligation, authority or responsibility imposed upon them by law.
- **IX. Duration.** The Parties intend this Agreement to be effective upon execution and remain in force until December 31, 2025, unless earlier terminated as provided in Section X.
- X. Termination. Either Party may terminate this Agreement, for any reason, upon providing thirty (30) days written notice to the other Party. The County shall reimburse the District for all approved invoices as set forth in Section V; PROVIDED, HOWEVER, that the invoices are reimbursable only to the extent that such expenditures were incurred prior to or on the date of termination. Section V and Section VII shall survive the early termination of this Agreement set forth in this Section X.
- XI. Administration of Agreement. Each party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer such party's

participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:
Surface Water Management Director
Snohomish County
3000 Rockefeller Ave, M/S 607
Everett, WA 98201

<u>District's Initial Administrator:</u> David Remlinger, Chairperson French Slough Flood Control District

- XII. Amendment. This Agreement may be amended, altered, clarified, or extended only by written agreement of both Parties. Amendment must be accomplished with the same formalities as are required for execution of this Agreement.
- XIII. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the District are needed for the County to respond to a request under the Act, as determined by the County, the District agrees to make them promptly available to the County. If the District considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the District and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the District (a) of the request and (b) of the date that such information will be released to the requester unless the District obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the District fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the District to claim any exemption from disclosure under the Act. The County shall not be liable to the District for releasing records not clearly identified by the District as confidential or proprietary. The County shall not be liable to the District for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

- **XIV.** Contingency. The obligation of the County to make payments under this Agreement is contingent upon local legislative appropriation of necessary funds in accordance with law. Any payment is subject to appropriation by the County Council. In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement, either Party may terminate this Agreement under Section X.
- XV. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the applications thereof to any other person and the same shall remain in full force and effect.

**XVI.** Complete Agreement. This Agreement represents the entire integrated Agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

**XVII. Authority.** The Parties represent to each other that the persons executing this Agreement have authority to do so and to bind the parties hereunder.

IN WITNESS THEREOF, the undersigned Parties have executed this Agreement on the day of the last party to sign.

### **SNOHOMISH COUNTY**

### FRENCH SLOUGH FLOOD CONTROL DISTRICT

By:	By:
David Somers Snohomish County Executive	David Remlinger, CHAIRPERSON
	By: Michelle Canfield, COMMISSIONER
	By: Scott Gunning, COMMISSIONER
Approved as to Form Only:  Some Line 1/15/21	
TanaChurlic	
Deputy Prosecuting Attorney	

### **Exhibit A**



Public Works

January 14, 2021

3000 Rockefeller Ave., M/S 607 Everett, WA 98201-4046 (425) 388-3488 www.snoco.org

> Dave Somers County Executive

### EXAMPLE ONLY

Mr. Scott Gunning Chairperson French Slough Flood Control District

RE: Interlocal Agreement between French Slough Flood Control District and Snohomish County for Accommodating Surface Water in French Slough Flood Control District

Mr. Gunning,

Per Section IV. COUNTY RESPONSIBILITIES, of the above mentioned agreement, "No later than January 15th of each year the County will provide the District with a letter regarding the previous years' Consumer Price Index for Seattle-Tacoma-Bremerton, WA, as specified in Section 1, along with the calculation of the new funding rate for the current year."

	CPI	Rate
2021	1.5%	\$12,571
2022		\$14,456
2023		
2024		
2025		

Please feel free to contact me at 425-262-2360 or <a href="mailto:gidget.ames@snoco.org">gidget.ames@snoco.org</a> if you have any quustions regarding this information.

Sincerely,

Gidget Ames Contract Specialist

### **EXHIBIT B**

# French Slough Flood Control District, Snohomish County, Washington 2021-Budget

Trash Rake Reserve	\$20,000.00	
Reserve/Emergency	\$156,000.00	
Reserve/Flood Related	\$188,546.00	
	\$364,546.00	\$ 364,546.00

### **REVENUES:**

Cash on Hand/Balance Forward 2020 Income:SWM Annaul Funding Snohomish County Flood Reduction	\$27,324.00 \$12,500.00	
Grant	\$ 50,000.00	
		\$ 89,824.00
Assessment:		
City of Monroe		\$ 124,052.00
Property Owners Inc. ROW Assessment		\$ 353,624.00
		\$ 567,500.00

### **EXPENDITURES:**

Operating Buget:	
Pilchuck Dike Repair	\$ 102,000.00
PUD	\$ 140,000.00
Payroll/Dir. Fees/Consulting	\$ 95,000.00
Administrative, Legal/Consulting	\$ 40,000.00
Insurance	\$ 28,000.00
Repair & Maintenance	\$ 22,000.00
Ditch Maintenance	\$ 60,000.00
Trash Rake Reserve	\$ 5,000.00
Emergency Flood Repair	\$ 10,000.00
Emergency Fund Undesignated	\$ 25,000.00
Brush Control	\$ 18,000.00
Dike O&M	\$ 12,500.00
Tree Removal	\$ 5,000.00
Revegatation/HPA Project	\$ 5,000.00
Total Expenditures	\$ 567,500.00



OP ID: TJ



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

th	SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to the	ie tei certi	rms and conditions of the ificate holder in lieu of si	ne policuch end	y, certain porsement(s)	olicies may	require an endorsement	t. As	statement on
	DUCER	-				T William				
Fletcher Nance & Associates Inc			PHONE 206-628-0020 FAX 206-629-0644							
140	30 NE 24th St, Ste 102				(A/C, No, Ext): 200-020-0044 E-MAIL ADDRESS:				-10 0011	
Bellevue WA 98007				ADDRES	ALCOHOLD BY THE REAL PROPERTY OF THE PERSON	NIDED(C) APP	DDING COVERNACE			
								RDING COVERAGE		NAIC #
		T THE R	-		1		iale ilisural	nce Company		71237
ren	ch Slough Flood Control				INSURER			-		
:/o F	Paula Hutchinson Box 553				INSURER					
Sno	homish, WA 98291-0553				INSURE				*******	
		B			INSUREF					
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				NUMBER:			The second secon	REVISION NUMBER:		
IN	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	QUIR	EMEN	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	ст то	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL :	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	x		CPS7258112		12/03/2020	12/03/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
		^						MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	25.4.4.2.2.2.4.2.4.2.4.2.4.2.4.2.2.2.2.2							GENERAL AGGREGATE	s	2,000,000
	X POLICY PRO- JECT LOC									2,000,000
								PRODUCTS - COMP/OP AGG	\$	
	OTHER:							COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)	\$	
	ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS									
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							PER OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
								E.L. DISEASE - EA EMPLOYEE	s	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	S	
									100	
Sno	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Dhomish County, its officers, elec litional insured per form CG2026	ted o	offici	als, agents and emplo			re space is requi	red)		
					CANIC	CELL ATION				
CE	RTIFICATE HOLDER			SNOHO02	LANC	CELLATION				
				311011002	SHO	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C	ANCE	LLED BEFORE
	Snohomish County				THE	EXPIRATIO	N DATE TH	EREOF, NOTICE WILL CY PROVISIONS.	BE D	ELIVERED IN
	3000 Rockefeller Ave M/S Everett, WA 98201	607				RIZED REPRESE am L Nance				

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):

#### SCHEDULE

SNOHMISH	COUNTY	3000	ROCKEFELLER	AVE	M/S	607	EVERETT	WA	98201	
Information	required to	o comr	lete this Schedu	ıle if	not sh	OWn	ahove will	ho s	hown in the Declarations	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
  - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
  - 1. Required by the contract or agreement; or
  - Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



EXHIBIT # 1
FILE Ord. 21-020

Committee: Public Works Analyst: Jim Martin

**ECAF:** 2021-0105

**Proposal:** Ord 21-020 **Date:** April 15, 2021

### **Consideration:**

Authorizing the Executive to execute an interlocal agreement between Snohomish County and French Slough Flood Control District for accommodating surface water in French Slough Flood Control District.

### **Background**

Snohomish County and French Slough Flood Control District have been parties to interlocal agreements regarding the management of storm and surface water from and within the surface water management utility district since 2007. The most recent agreement, which ran started in 2016, expired at the end of 2020, and included a five-year total of \$59,812 of service charges paid by the County to the District.

A new interlocal agreement has been negotiated for the years 2021 through 2025, and includes annual service charges tied to the Consumer Price Index, with the 2020 total of \$12,571 as the baseline. Increases in the amount of the service charges shall be limited to a maximum of three percent.

### **Current Proposal**

Adoption of this ordinance authorizes the County Executive to execute the interlocal agreement with French Slough Flood Control District for the years 2021-2025.

Duration: Date of Execution through December 31, 2025

Fiscal Implications: \$14,456 in 2021, yearly increases tied to CPI, capped at 3%

2021 Budget: Yes

**Future Budget Impacts:** Tied to CPI, capped at 3% yearly increases.

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 28<sup>th</sup> to set time and date for a Public Hearing.



### **Snohomish County Council**

**SNOHOMISH COUNTY COUNCIL** 

EXHIBIT # \_\_\_\_\_\_2

**Legislation Text** 

FILE	Ord, 21-020	

File #: 2021-0105, Version: 1

### **Executive/Council Action Form (ECAF)**

### ITEM TITLE:

Ordinance 21-020, authorizing the County Executive to Execute an Interlocal Agreement between Snohomish County and French Slough Flood Control District for Accommodating Surface Water in French Slough Flood Control District

**DEPARTMENT: Public Works** 

**ORIGINATOR:** Lori White

**EXECUTIVE RECOMMENDATION:** Approve

**PURPOSE:** Approval of the Interlocal Agreement between French Slough Flood Control District and Snohomish County for Accommodating Surface Water in French Slough Flood Control District

### **BACKGROUND:**

- Since 2007 Snohomish County and French Slough Flood Control District
   Accommodating Surface Water in French Slough Flood Control District.
- Under the see agreement is the County distributes a service charge to the District each year to partially offset the costs
  the District incurred in accommodating the drainage originating from upland development within the Snohomish WMA.
- The County and the District wish to continue these payments for years 2021 through 2025
- The County and D istrict have negotiated a new Interlocal Agreement and if approved the County will pay the district \$12,772 in 20 21 for surface water accommodation. Years 20 22-202 5 will be adjusted based on the previous year' consumer price index for the Greater Seattle area.
- The term of the agreement will be from execution through December 31, 202

This agreement is entered into under the regulatory authority of the Interlocal Cooperation Act, Chapter 39.34 RCW.

### **FISCAL IMPLICATIONS:**

### ### ### ### ### ### ### ### ### ##	File #: 2021-0105, Version: 1			
TOTAL \$12,772 \$13,115 \$67,768  REVENUE: FUND, AGY, ORG, REV, SOURCE CURRENT YR 2ND YR 1ST 6 YR 415 3065111770 SWM Utility Fee - Base \$12,772 \$13,115 \$67,768  TOTAL \$12,772 \$13,115 \$67,768  DEPARTMENT FISCAL IMPACT NOTES: Funds are included in the 2021 adopted budget.  CONTRACT INFORMATION: ORIGINAL X CONTRACT# AMOUNT \$67,768.00  AMENDMENT CONTRACT# AMOUNT  Contract Period	<b>EXPEND</b> : FUND, AGY, ORG, ACTY, OBJ,	AU CURRENT YR	2ND YR	1ST 6 YRS
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Contract Period		ŧ	AMOUNT	\$67,768.00
	AMENDMENTCONTRACT#	ŧ	AMOUNT	
ORIGINAL START 01/01/2021 END 12/31/2025		4/2024	END 12/31/	2025

**OTHER DEPARTMENTAL REVIEW/COMMENTS:** Approved as to form by PA (Laura Kisielvs) Approved by Finance/Risk

END

**AMENDMENT** 

**START** 

### ECAF NO.: ECAF RECEIVED:

### ORDINANCE INTRODUCTION SLIP

**SNOHOMISH COUNTY COUNCIL** 

EXHIBIT # 3 TO: Clerk of the Council FILE Ord. 21-020 TITLE OF PROPOSED ORDINANCE: 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 \_\_\_\_\_ \_\_\_\_\_ 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)

Committee Chair