

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

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND MARSHLAND 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 Marshland Flood Control District, a special purpose district organized under chapter 86.09 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 Eighty Thousand Dollars (\$180,000) (the “Grant Funds”) in the 2024 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 the Levee Rehabilitation Project at the estimated cost of Two Hundred Fifty-Three Thousand Dollars (\$253,000); 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 Fifty Thousand Dollars (\$50,000) to support the District’s proposed project; and

WHEREAS, the County Council has, through Ordinance No. 25-_____, 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 Fifty Thousand Dollars (\$50,000) (the “Contribution”), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
 - a. Levee Rehabilitation Project, 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
Levee Rehabilitation Project	\$253,000	\$180,000	\$50,000	\$12,500
TOTAL	\$253,000	\$180,000	\$50,000	\$12,500

2. The County will reimburse the District for work accomplished pursuant to this Agreement. 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. Marshland 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 performance under the agreement.
2. The District agrees to pay for all costs associated with the project, including, but not limited to, purchase, design, engineering, survey, environmental studies, and mitigation.
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 immediately upon execution of this agreement..
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 specified by the Snohomish County Department of Planning and Development Services for permit issuance.
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.
8. The District agrees to retain public records associated with this Agreement consistent with the Public Records Act, chapter 42.56 RCW.
9. The District shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The District's records shall be available for inspection and audit by the County, the State Auditor, federal auditors, and any persons duly authorized by the parties. The District shall preserve and make such records available to said parties until expiration of six (6) years from the date of final payment under this Agreement.

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, 2025.
- C. Notwithstanding the effective date of this Agreement, this Agreement shall govern work performed by the District starting from January 1, 2024, through the effective date of the Agreement, as the parties agree to ratify each party's conduct from July 1, 2024, through the effective date of the Agreement.

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.
- 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.

Marshland Flood Control District
PO Box 85
Snohomish WA 98291-0085
Attn: Gary Brandstetter, Secretary/Manager
marshlandfloodcontrol@gmail.com

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:

THE DISTRICT:

By _____
County Executive Ken Klein
Executive Director

By _____ Date _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

Approved by Risk Management:

Risk Management Designee

Exhibit A
MARSHLAND FLOOD CONTROL DISTRICT
2024 APPLICATION FOR FLOOD DAMAGE REDUCTION GRANT

FLOOD DAMAGE REDUCTION GRANT APPLICATION 2024

Name of Applicant MARSHLAND FLOOD CONTROL Date JUNE 10, 2024

Mailing Address: P.O. Box 85
SNOHOMISH, WA 98291-0085

Contact Person for Project Coordination GARY BRANDSTETTER

Contact Phone Number: (360) 568-6044 Contact E-mail: marshlandfloodcontrol@gmail.com

Location of Project (Attach Map): See Harvey Airfield EA Figure 3-28 and
U.S. Army Corps of Engineers (USACE) Levee Inspection Map, both attached
Scope of Project (Explain problem, project and benefits. Attach preliminary plans and photos.):

Please see attached Narrative with Exhibits from the
USACE Project Information Report (PIR) providing the
most detailed information available at this time.

Estimate of Project Cost: \$253,000.00 Applicant Grant Match: Not less than \$73,000.00
See Attached Page

Work to be performed by: Contractor Owner District City Other

Required Project Permits. Please list, or attach, documentation of exemptions. The USACE
gets all permits under PL 84-99

Estimated start date: July 2024 Estimated completion date: August 2024

Signature of Authorized Representative of Applicant:

Don Bailey Date: June 10, 2024

Don Bailey, Chairperson
(Title)

Attach additional pages as needed.

NARRATIVE

Attached is Harvey Airfield's Environmental Assessment (EA) Figure 3-28 on Page 3-83. It establishes that the Marshland Levee on Lance Harvey's property is located on an extremely *outside* bend in the Snohomish River. Not only is the outside bend huge and wide, it is also directly across the Snohomish River from the mouth of the Pilchuck River as it enters into the Snohomish. This pushes the Snohomish River even more into the outside curve and Marshland's levee. There is also an obvious buildup of a sandbar on the inside of that curve downstream from the mouth of the Pilchuck. This also pushes water more forcefully to the outside of the curve on the Marshland side.

The erosion in Marshland's levee at this point between Army Corps Levee Inspection Map Stations 2019-22 and 2019-20 is very severe. Therefore, the Corps did a \$554,300 levee rehabilitation project on a 300 linear foot portion of that curve in 2023. Marshland had to pay \$110,860 as its 20% share of construction costs which is required under the PL 84-99 Corps Program. SWM was also involved in this project because its former hydrologist, Aaron Copp, told his superiors this was an extremely dangerous reach of the river which required levee rehabilitation. Therefore, SWM contributed to Marshland's 20% cost share under its Flood Damage Reduction Grant Program.

Based on flood stage being reached this past winter, the Corps will undertake another 350 linear foot rehabilitation this summer. The estimated cost this year is \$1,265,100, making Marshland's 20% PL 84-99 payment \$253,000. Attached is the Corps' Project Information Report (PIR) with Estimated Construction Costs to verify this narrative. Hopefully, SWM will again make some Flood Damage Reduction Funds available this year, once the project is completed. Whether or not that occurs, Marshland had to pay its 20% share of PL 84-99 funds -- \$253,000 -- on May 22, 2024.

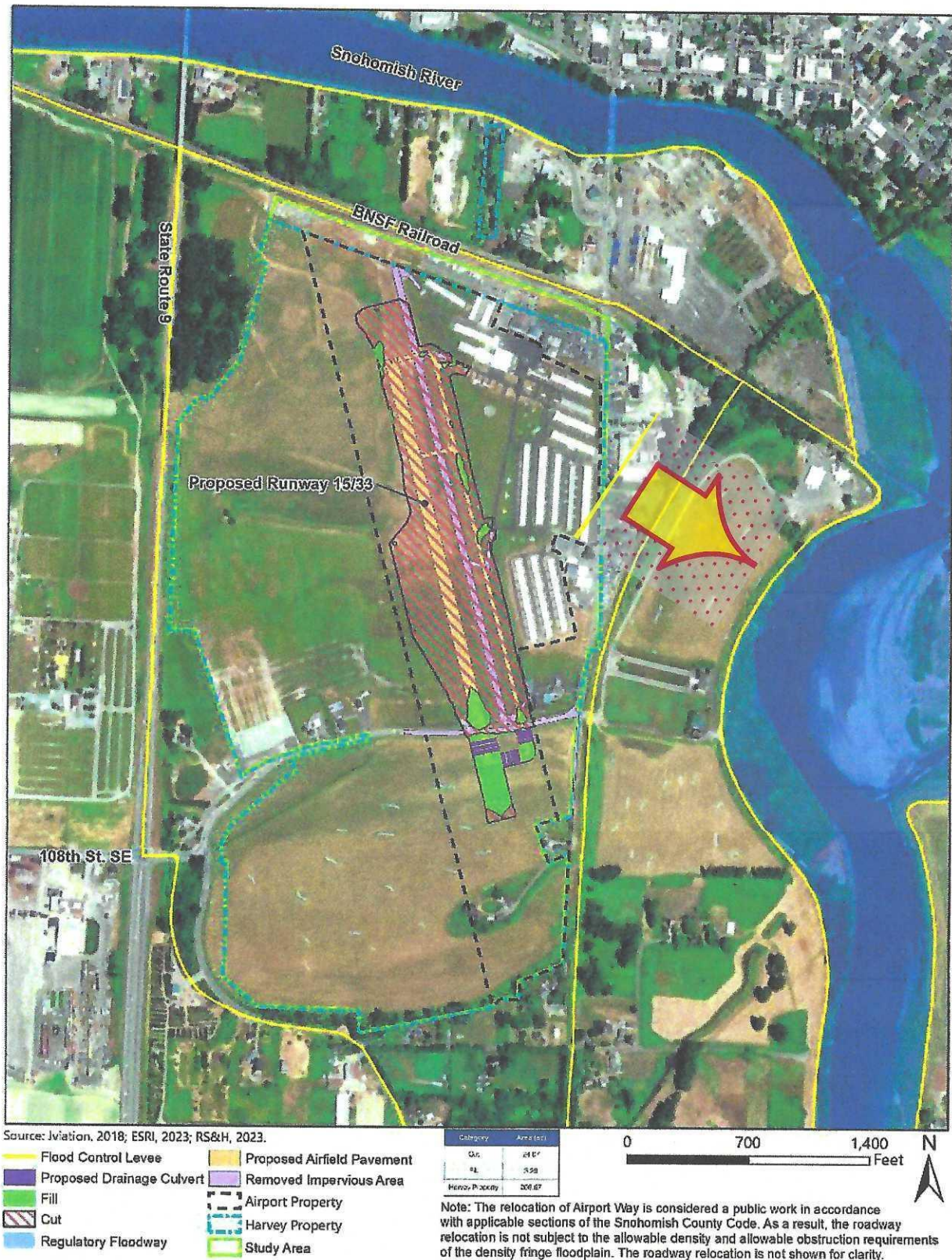
If there is an overtopping flood anywhere north of Thomas' Eddy and Baileys, water will find its way to Batt Slough and Hanson Slough. And if (or should we say "when") there is an overtopping flood across Lance Harvey's property on the outside curve of the river, water will flow directly through the trestle east of 99th Avenue SE and into Hanson Slough.

There is a significant need to complete this year's Corps Levee Rehabilitation Project in the public interest and for the public benefit. It will directly protect roads, homes and businesses along Airport Way, 99th and 100th Avenues SE, Hwy 9, Springhetti Road, 111th and 109th Streets SE and County owned former Railroad Right of Way designated for future extension of Centennial Trail through Marshland.

MARSHLAND'S GRANT MATCH

Marshland has already paid \$253,000. The County has a total of \$180,000 to grant. If the County were to grant the entire \$180,000 to Marshland (which it won't), Marshland's 25% match would be \$60,000 for a total of \$240,000. That would still leave Marshland with \$13,000 paid and not reimbursed by grant funds. Marshland's \$60,000 25% match plus \$13,000 unreimbursed would be a minimum match of \$73,000. Obviously, Marshland's actual match will be higher than that.

Figure 3-28
Proposed Action Cut/Fill Areas



Levee Inspection Map

Levee segment

Location: Snohomish River, Snohomish County, WA

Inspection type: ROUTINE

Inspected by: B. Mowrey, J. Nowak, S. Koirala

Inspection date(s): 05 Feb 2021

Map created: 17 June 2021

Observation Points

- Acceptable
- Minimally Acceptable
- Unacceptable
- Not Applicable

Observation Lines

- Acceptable
- Minimally Acceptable
- Unacceptable
- Not Applicable

Levee Features from NLD

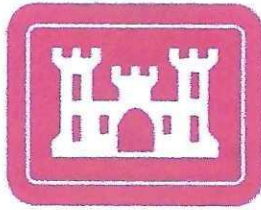
- Stations
- Centerline
- Culvert

0 0.2 0.4 Miles



Note: Additional deficiencies may exist in addition to those digitally recorded by the inspection system.

FOR OFFICIAL USE ONLY



NORTHWESTERN DIVISION PIR APPROVAL

☐ Federal Project
☒ Non Fed Project

Project: Marshland Levee

PIR Received From: USACE Seattle District

Date: 23 Feb 2024

City/County/State: Snohomish, WA

CWIS #: 445143

Estimated Costs:

Engineering & Design: \$151,800

Construction Costs: \$1,265,100

Federal Share: \$1,012,100

Non-Federal Share: \$253,000

Total Estimated Costs: \$1,416,900

Benefit/ Cost Ratio: 4.37:1

Approved ☒

BG Geoff Van Epps, Commander, NWD

NWD PIR Review Team:

FCCE PgM: Erik Lowe

Levee Safety: Glen Bellew

Addl Engineering: NA

Economist: Thomas Topi

Environmental: Aaron Quinn

Legal: Amanda Kranz

2024.03.05

08:35:16 -08'00'

PROJECT INFORMATION REPORT
REHABILITATION OF FLOOD CONTROL WORKS
SNO-01-24

Marshland Levee



Site Visit
Fiscal Year 2024

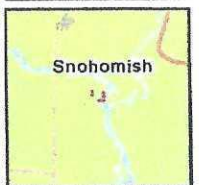
Details

NLD Segment ID: 5504000169
Location: Snohomish County,
Washington

Legend

- Levee Stations
- Centerline

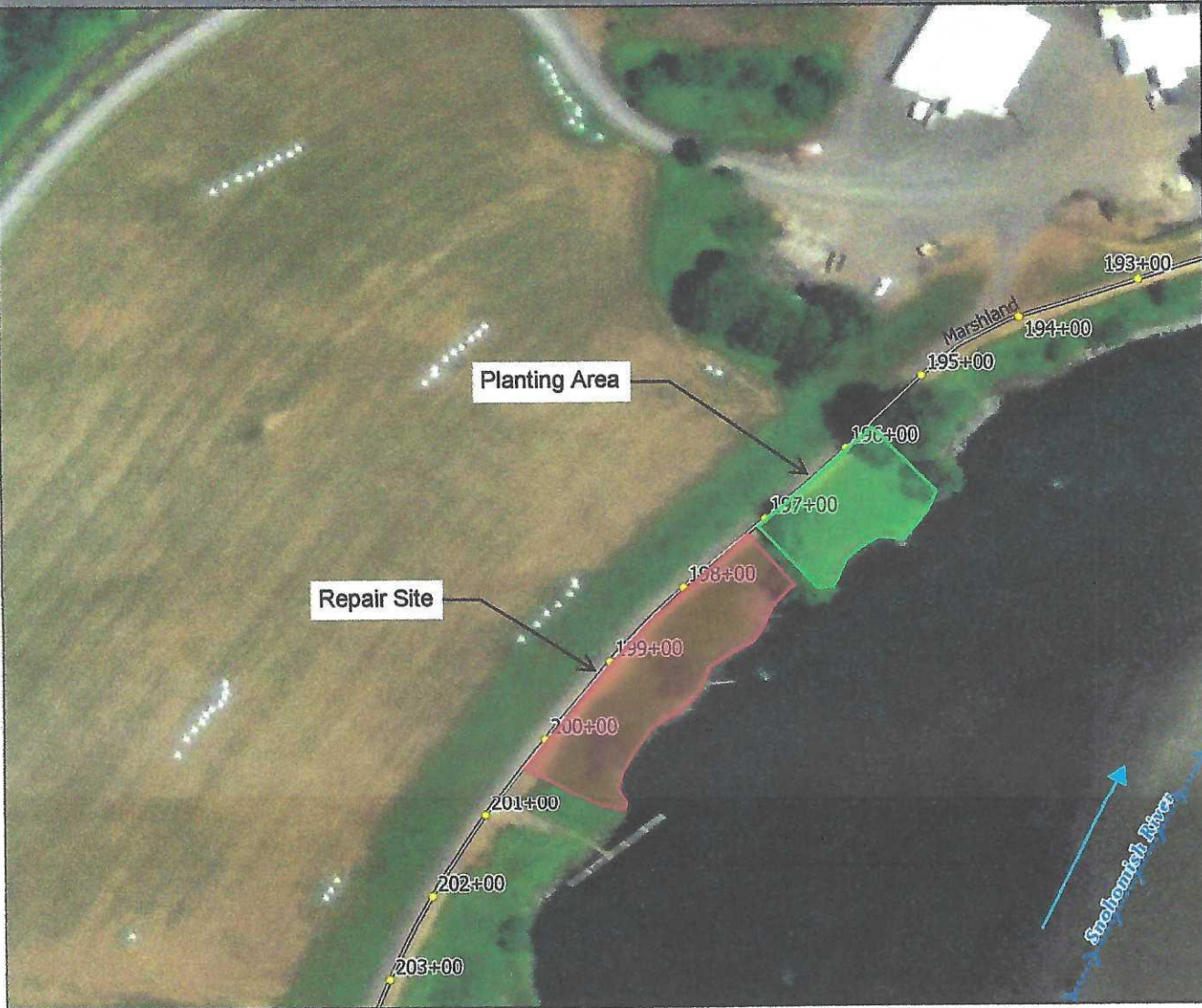
Location Map



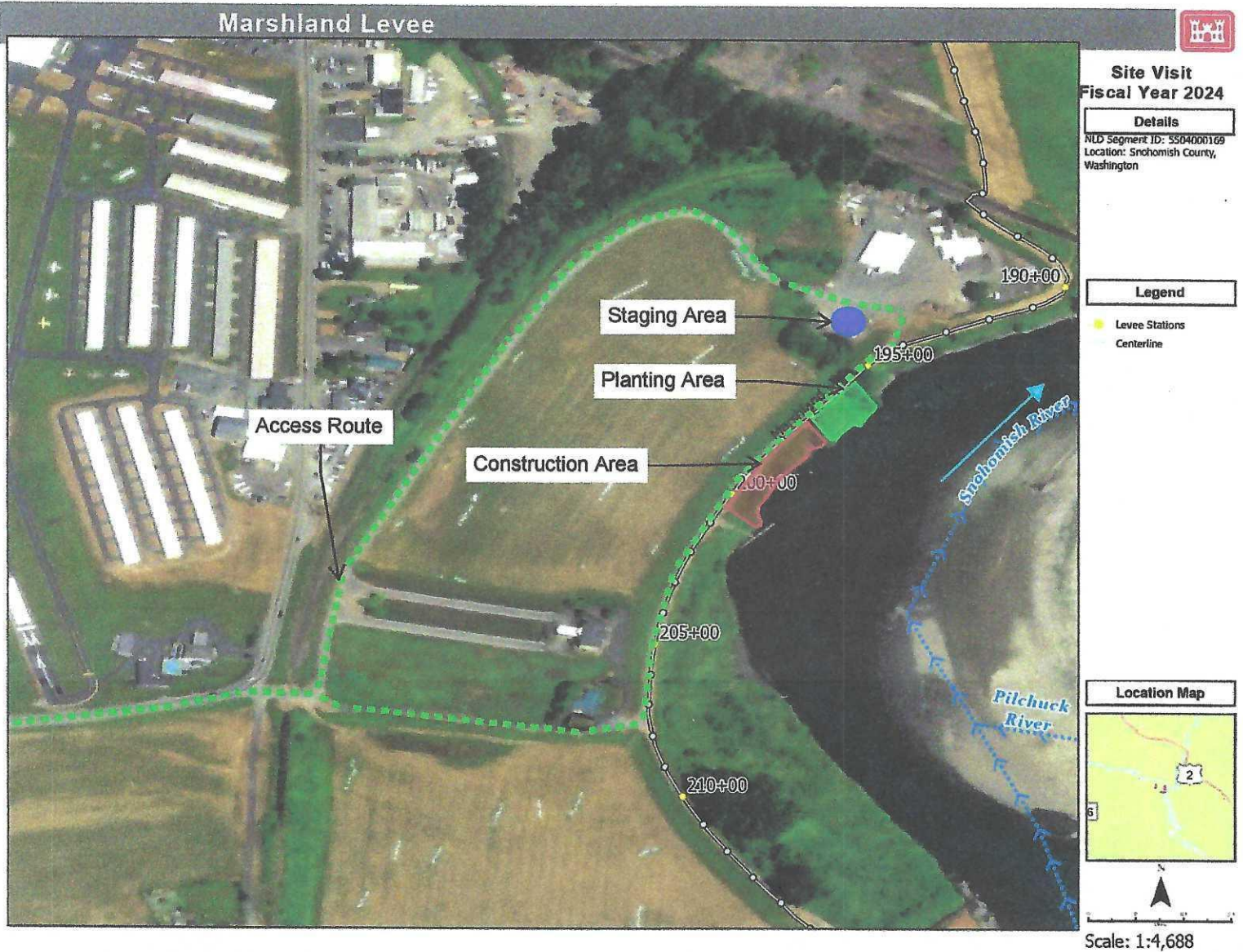
Scale: 1:1,891

Planting Area

Repair Site



PROJECT INFORMATION REPORT
REHABILITATION OF FLOOD CONTROL WORKS
SNO-01-24



PROJECT INFORMATION REPORT
REHABILITATION OF FLOOD CONTROL WORKS
SNO-01-24

APPENDIX D – DAMAGES



Photo D1: Riverbank Erosion, shown in red, downstream oriented (197+50).



Photo D2: Scour hole, shown in red, on the riverward slope, downstream oriented (198+00).

PROJECT INFORMATION REPORT
REHABILITATION OF FLOOD CONTROL WORKS
SNO-01-24



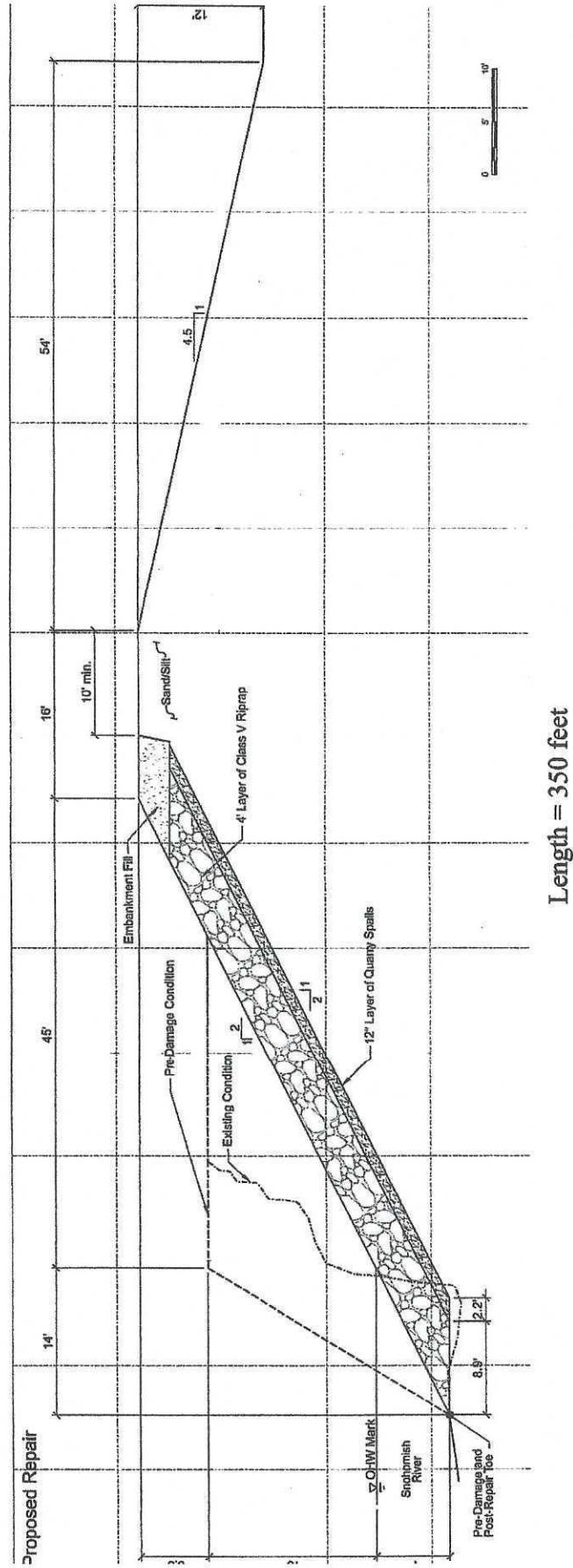
Photo D3: Sloughing landward of the trees on the riverward slope, downstream oriented (199+50).



Photo D4: Scour hole and subsequent sloughing on the riverward slope, upstream oriented (STA 199+50).

PROJECT INFORMATION REPORT
REHABILITATION OF FLOOD CONTROL WORKS
SNO-01-24

Marshland Levee



Length = 350 feet

Figure E-1. Cross section of the recommended alternative.