

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 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 Ebey Island Pump Rebuild at the estimated cost of Fifty Thousand Dollars (\$50,000); 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. 25-004, 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 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. Ebey Island Pump Rebuild, 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 Pump Rebuild	\$50,000	\$50,000	\$50,000	\$12,500
TOTAL	\$50,000	\$50,000	\$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. 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 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 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 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, 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, 2025, 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
3914 52nd St SE
Everett, WA 98201
Attn: Maria Foster, Secretary

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:

By Klein, Ken Digitally signed by Klein, Ken
Date: 2025.02.20
16:03:25 -08'00'
County Executive Ken Klein
Executive Director

THE DISTRICT:

By Stanley Rothfuss Digitally signed by Stanley Rothfuss
Date: 2024.11.20
19:15:14 -08'00'
Title: Commissioner

Approved as to Form:

Richmond, Christina Digitally signed by Richmond, Christina
Date: 2024.11.18
08:42:10 -08'00'
Deputy Prosecuting Attorney

Approved by Risk Management:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2024.11.27
06:52:33 -08'00'
Risk Management Designee

Exhibit A

SNOHOMISH COUNTY DIKE IMPROVEMENT DISTRICT NO. 1
2024 APPLICATION FOR FLOOD DAMAGE REDUCTION GRANT

FLOOD DAMAGE REDUCTION GRANT APPLICATION 2024

Name of Applicant Snohomish County Dike Improvement District No. 1 Date 07/24/2024

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

Contact Person for Project Coordination Kim Henderson, Commissioner

Contact Phone Number: 425-508-2092 Contact E-mail: snohomishcountydikedistrict1@gmail.com

Location of Project (Attach Map): Sno. Co. Dike Improvement District No. 1 Pump House off 51st Ave SE (see attached map), Ebey Island, Washington.

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

Ebey Island contains a vast network of drainage ditches designed to convey water from the interior of the island to outside of its diking system. During floods, dike breaches, high tide events, and winter and spring rainfall, it is often necessary for Diking District No. 1 to operate large pumps to pump the water out of these ditches and into Deadwater Slough in order to lower water levels on the interior of the island. Being able to pump water out of the interior of Ebey Island is vital to the protection of our diking district residents, property, and wildlife. Ditches that are filled to capacity cannot accept runoff from roads and fields. Without the pumps, water overflows out of the ditches and onto public roadways, creating unsafe driving conditions and causing road closures. Homeacres Road and 20th Street SE under the US-2 trestle are important, heavily traveled alternative routes for traffic when there is congestion on US-2, US-204 and 20th Street SE at Cavelero Hill. Homeacres Road is the only safe bicycle route from Everett to Snohomish. Overflowing ditches cause water to stand on essential farmland, which damages crops, drowns vegetation, and is detrimental for the health and grazing of livestock. Water that overflows out of ditches can carry fish with it and displace wildlife. It disturbs soils and surface sediments that

eventually flow back into the ditches when the surface water drains, which plug them up, destroy habitat and cause more maintenance work for the diking district.

One of our three pumps is currently worn out and in desperate need of rebuilding. It is running at approximately only 20% efficiency and wastes a significant amount of electricity and money to operate for the little benefit it provides. Having this pump essentially out of commission puts undue strain on our other two pumps to keep up, which will increase wear and tear on them and cause maintenance to be required sooner. This is our only submersible pump and also our deepest reaching pump, and is therefore vital to pumping the drainage ditches to low levels. This project entails lifting the pump up out of its housing, rebuilding, and re-installing. There is no disturbance to surrounding fish, wildlife, or habitat.

By bringing our submersible pump back into working condition, we can more effectively and quickly pump water out of the interior of Ebey Island. Maintaining low water levels in our drainage ditches allows for proper surface water runoff that prevents hazardous driving conditions and keep roads open, which would in turn save the Snohomish County Road Maintenance Department time and money. Preventing flooding out of ditches would protect fish, wildlife and their habitat. It also protects important lowland farming activities and WA Dept. of Fish and Wildlife endeavors on Ebey Island.

Estimate of Project Cost: \$50,000 Applicant Grant Match: \$12,500

Work to be performed by: [Contractor] Owner District City Other _____

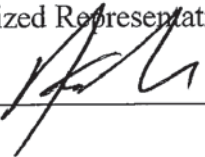
Required Project Permits. Please list, or attach, documentation of exemptions. _____

None necessary for this project.

Estimated start date: Immediately upon approval.

Estimated completion date: By October 31, 2024.

Signature of Authorized Representative of Applicant:

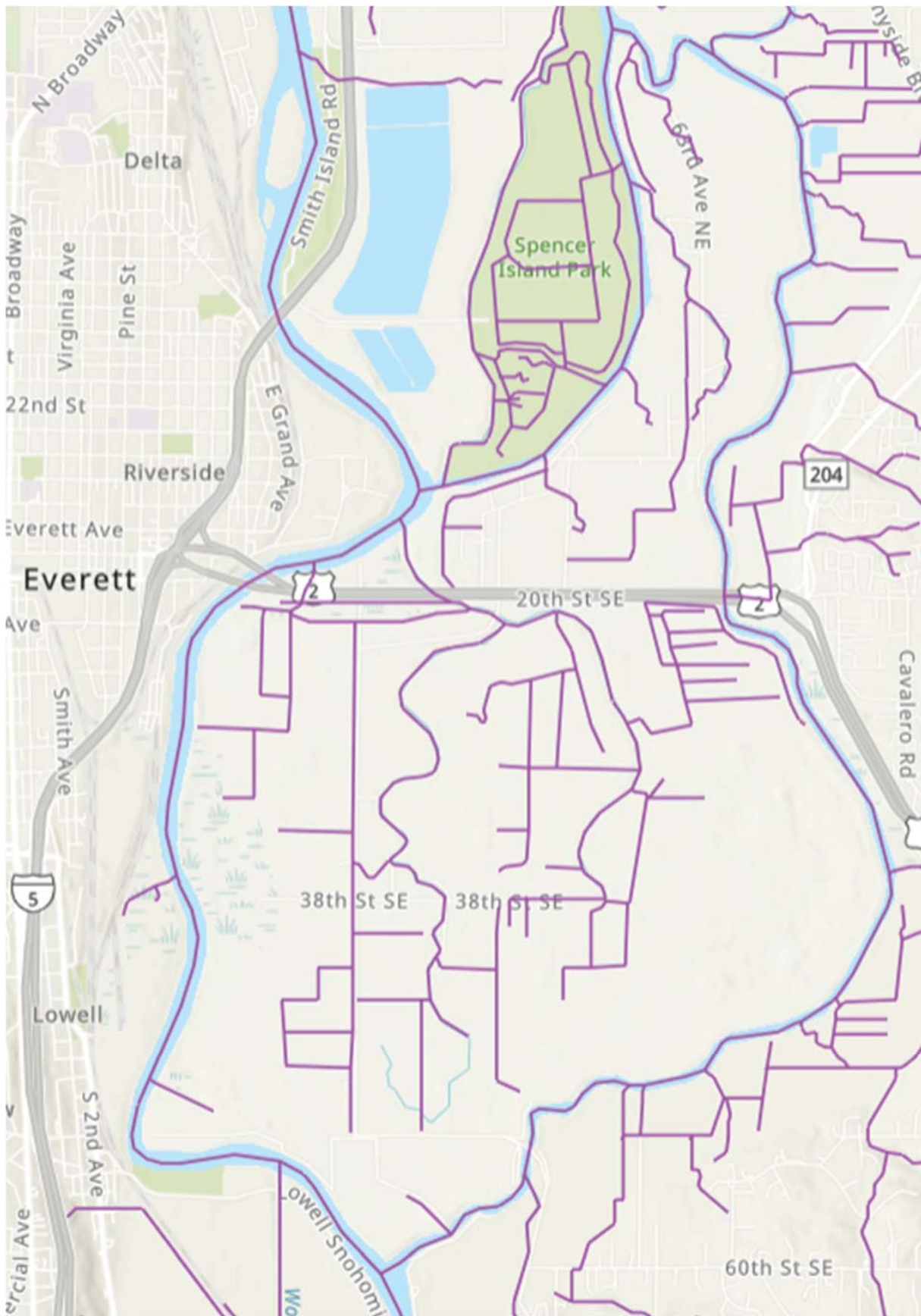


Commissioner
(Title)

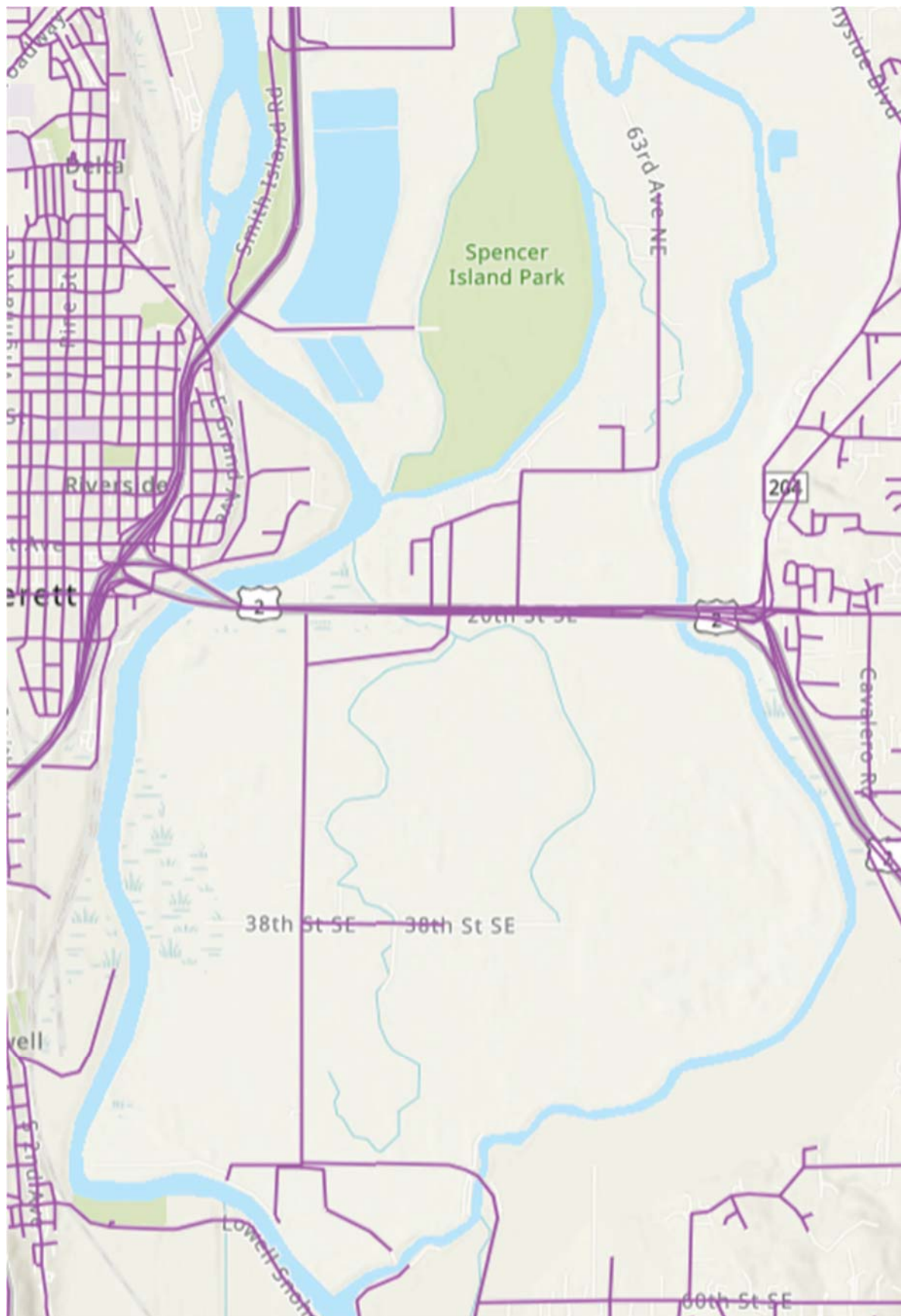
Date: 7-25-24

Attach additional pages as needed.

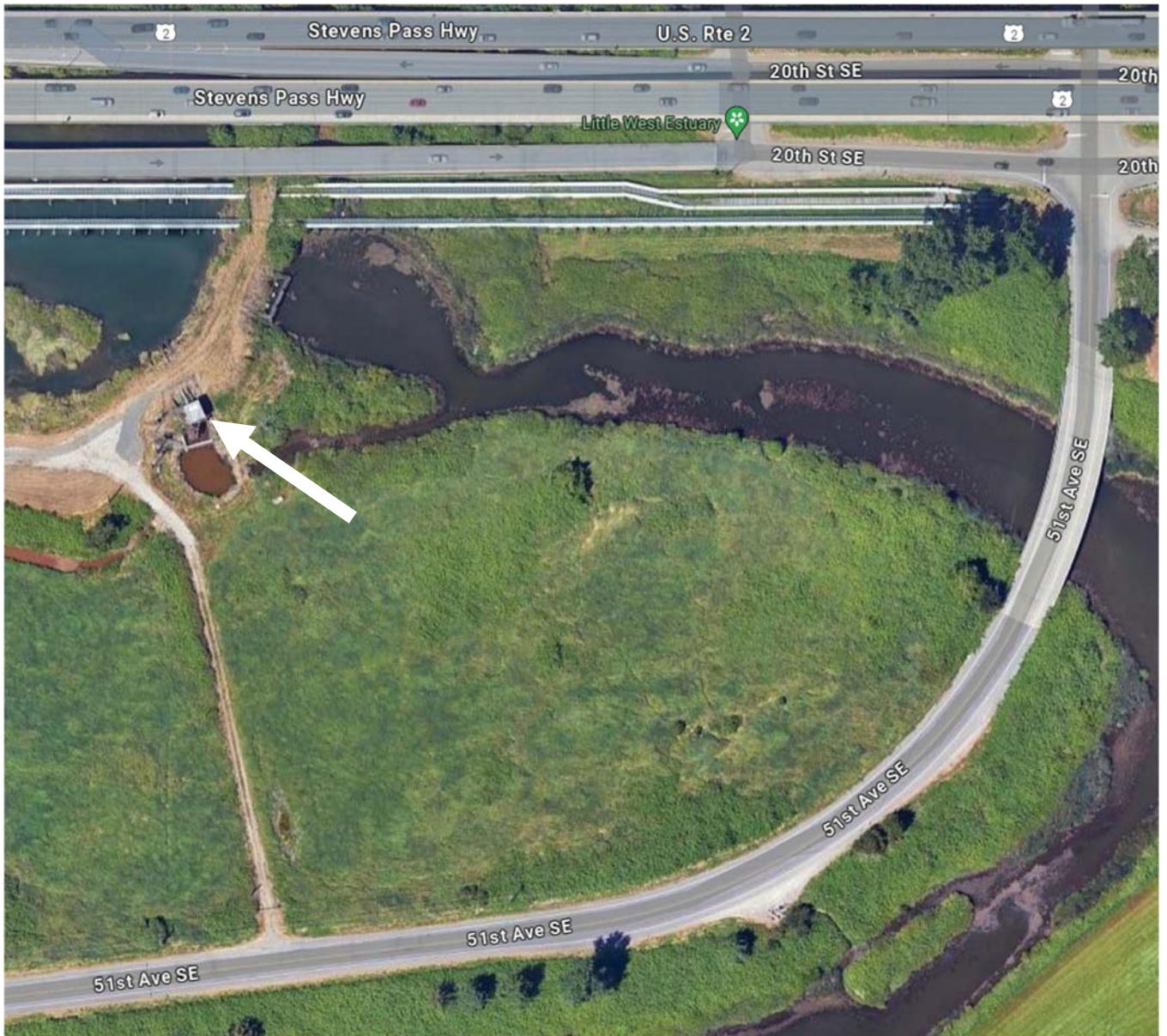
Map of Ebey Island showing drainage ditches that DD1 is responsible for maintaining.



Map of Ebey Island showing county roads that are potentially impacted by overflowed ditches.



Aerial view showing location of pump station (arrow) in relation to
US-2 trestle, 20th St SE and 51st Ave SE



Aerial view showing submersible pump (arrow) at DD1 pump station.



Photo of submersible pump housing (arrow) at DD1 pump station.

