

1 APPROVED: 03/20/2024
2 EFFECTIVE: 04/01/2024
3

4 SNOHOMISH COUNTY COUNCIL
5 SNOHOMISH COUNTY, WASHINGTON
6

7 ORDINANCE NO. 24-010
8
9

10 RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT
11 PROGRAM; AWARDING PROGRAM FUNDS AND AUTHORIZING THE EXECUTIVE
12 TO EXECUTE AN INTERLOCAL AGREEMENT WITH MARSHLAND FLOOD
13 CONTROL DISTRICT
14
15

16 WHEREAS, chapter 86.09 RCW allows local communities to create special purpose
17 districts to provide diking, drainage and/or flood control facilities and services; and
18

19 WHEREAS, special purpose flood control districts have been formed under
20 chapter 86.09 RCW within Snohomish County, including Marshland Flood Control District
21 (the "District"); and
22

23 WHEREAS, the District manages its respective flood control and protection
24 facilities to improve the farming and use of agricultural land along the Snohomish River
25 and to drain flood waters after major floods; and
26

27 WHEREAS, the Snohomish County Council ("County Council") recognizes the
28 importance of maintaining District levees to protect homes, farms and County roads from
29 flooding; and
30

31 WHEREAS, as a part of Snohomish County's 2023 Budget for the Division of
32 Surface Water Management (SWM) of the Department of Conservation and Natural
33 Resources, the County Council established a Snohomish County Flood Damage
34 Reduction Grant Program (the "Program") having a total funding amount of One Hundred
35 Fifty Thousand Dollars (\$150,000) (the "Grant Funds"); and
36

37 WHEREAS, SWM solicited and accepted applications requesting a portion of the
38 Grant Funds for use in proposed projects to repair and maintain flood control facilities;
39 and
40

41 WHEREAS, SWM received and reviewed one application requesting Grant Funds
42 for use in proposed projects to repair or maintain flood management facilities; and
43

44 WHEREAS, SWM recommends awarding \$120,000 available in Grant Funds to
45 the District as described in Exhibit A attached hereto; and
46

ORDINANCE NO. 24-010
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
MARSHLAND FLOOD CONTROL DISTRICT

1 WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, allows local
2 governmental entities to make efficient use of their resources by cooperating with each
3 other on a basis of mutual advantage to meet the needs of local communities; and
4

5 WHEREAS, the County Council held a public hearing to hear public comment and
6 consider (i) approving the recommendation of SWM, (ii) authorizing the distribution of the
7 Grant Funds, and (iii) authorizing the Snohomish County Executive ("County Executive")
8 to execute an interlocal agreement with the District regarding the expenditure of the Grant
9 Funds.
10

11 NOW, THEREFORE, BE IT ORDAINED:
12


13 Section 1. The County Council hereby adopts the foregoing recitals as findings of
14 fact and conclusions as if set forth in full herein.
15

16 Section 2. The County Council approves the recommendation of SWM for the
17 Snohomish County Flood Damage Reduction Grant Program regarding the distribution of
18 the Grant Funds and authorizes the distribution of those funds in the manner described
19 in Exhibit A hereto.
20

21 Section 3. The County Council authorizes the County Executive to execute the
22 Interlocal Agreement Between Snohomish County and Snohomish County Marshland
23 Flood Control District for Flood Damage Reduction in the form set forth as Exhibit B
24 hereto.
25

26 PASSED this 20th day of March, 2024.
27


28
29 ATTEST:

30 
31
32 Deputy Clerk of the Council
33
34

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


35 Council Chair
36

35 (X) APPROVED
36 () EMERGENCY
37 () VETOED
38

DATE: March 22, 2024
39 
40 County Executive
41

39 ATTEST: Melissa Geraghty
40

41 Approved as to form only:

42  12/28/23
43 Deputy Prosecuting Attorney
44

EXHIBIT A

2023 Snohomish County Flood Damage Reduction Grant Program Award Recommendations

[See Attached]

ORDINANCE NO. 24-010 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 RECIPIENT REGARDING THE
EXPENDITURE OF GRANT FUNDS

Flood Damage Reduction Grant (FDRG) 2023 Grant Round

Wednesday September 13, 2023 from 1pm to 2pm

Reviewers: Kit Crump, Evan Russell, Jessica Hamill

Proposals Reviewed: 1 from Marshlands FCD for Tree Maintenance and Removal

Summary of Proposal:

Proposal is to remove 20 trees a year per requirements of their levee enrollment in the US Army Corps of Engineers Public Law (PL) 84-99 Levee Program. The work would happen over three years (2023, 2024 and 2025) from roughly June 1 to September 1 each year.

Request and Matching funds: The estimated project costs of \$40,000 in 2023, \$55,000 in 2024 and \$65,000 in 2025 with a total of \$160,000. The required match is 25% of the actual cost of the tree removals. .

Status of Permits:

- Flood Hazard Management Permit No. 22-101860 (Through April 6, 2025). Will need to reapply to extend work window to Fall 2025
- Shoreline Exemption authorized per RCW
- No other County permits needed
- No Hydraulic Projects Approval (HPA) needed due to work above waterline
- No Section 404/10 Army Corps Permit needed due to work above waterline

Summary of Review:

Based on these findings, we recommend funding Marshlands FCD Tree Maintenance at a maximum of \$120,000 over the next three-year period.

EXHIBIT B

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

[See Attached]

ORDINANCE NO. 24-010 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 RECIPIENT REGARDING THE
EXPENDITURE OF GRANT FUNDS

**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 and to drain flood waters after major floods; and

WHEREAS, the District, as part of its ongoing maintenance program, needs to remove hazard trees on the levee in order to remain in the PL84-99 Program administered by the US Army Corps of Engineer (the "Corps") as described herein; and

WHEREAS, the District and the County recognize the value of maintaining District levees to protect homes, farms and County roads from flooding; 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 2023 Surface Water Management Budget to benefit flood management in Snohomish County; and

WHEREAS, the Snohomish County Department of Conservation and Natural Resources Surface Water Management Division ("SWM") 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 removing hazard trees on the levee in 2023, 2024, and 2025, the estimated total cost of which is One Hundred Twenty Thousand Dollars (\$120,000); and

WHEREAS, after evaluating all applications submitted for the Grant Funds, Surface Water Management recommended allocating Grant Funds to the District that will not exceed a total amount of One Hundred Twenty Thousand Dollars (\$120,000) for the combined years 2023, 2024 and 2025 to support the District's proposed project; 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 up to One Hundred Twenty Thousand Dollars (\$120,000) (the "Contribution"), as specified in Table 1, to the District to be used for the following project:

Removal of Hazard Trees on the Levee ("Hazard Trees Project"): The District will remove approximately 20 hazard trees per year on the levee as required by the U.S. Army Corps of Engineers to protect the integrity of the levee. The trees will be removed between stations 2019-66 and 2019-50 or, even as far as Station 2019-43 as reflected on the map attached hereto as Exhibit A.

Table 1 – Project Funding

Hazard Trees Project	Estimated Project Cost	Grant Request	Grant Award	Required Match
2023	\$40,000	\$20,000	75% of Project Cost	\$25%
2024	\$55,000	\$20,000	75% of Project Cost	25%
2025	\$65,000	\$20,000	75% of Project Cost	25%
Total	\$160,000	\$60,000	Not to Exceed \$120,000	

2. The County will reimburse the District for actual work performed under this Agreement consistent with Table 1. The County shall provide reimbursement each year only upon receipt of a written invoice detailing the cost of tree removal and required match documentation.

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. The District agrees to contribute matching funds for the Hazard Trees Project in an amount not less than 25% per year.
3. The District agrees to acquire all permits necessary to perform the work.

4. The District agrees, upon completion of the Hazard Trees Project work each year, 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. 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 Hazard Trees Project.
6. To maintain future eligibility for County grant funding, the District agrees to include habitat design 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: (i) has been duly executed by both Parties, and (ii) is 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. The County's obligations after December 31, 2023, are contingent upon local legislative appropriation of the necessary funds in accordance with applicable law. In the event funding becomes unavailable for work to be performed pursuant to this Agreement, all work shall continue at the sole, unreimbursed from grant funds, expense of the District in order to remain in the PL 84-99 Corps program.

- D. Notwithstanding the effective date of this Agreement, this Agreement shall govern work performed by the District starting from January 1, 2023, through the effective date of the Agreement, as the parties agree to ratify each party's conduct from January 1, 2023, through the effective date of the Agreement.

III. Amendments 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 or email 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: Erik Stockdale
erik.stockdale@snoco.org

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

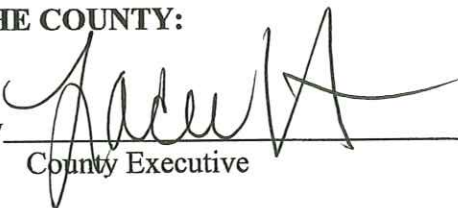
The District shall furnish the County with a certificate of insurance and endorsement(s) required by this Agreement.

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 hazard tree removal along the levee to stabilize and protect 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 
County Executive

THE DISTRICT:

By 
Title: Chairperson 11/24/24

Approved as to Form:

Kisielius,

Laura

Digitally signed by
Kisielius, Laura
Date: 2024.01.23
10:30:22 -08'00'

Deputy Prosecuting Attorney

Approved by Risk Management:


Risk Management Designee

Exhibit A
Maps of the location of trees to be removed.

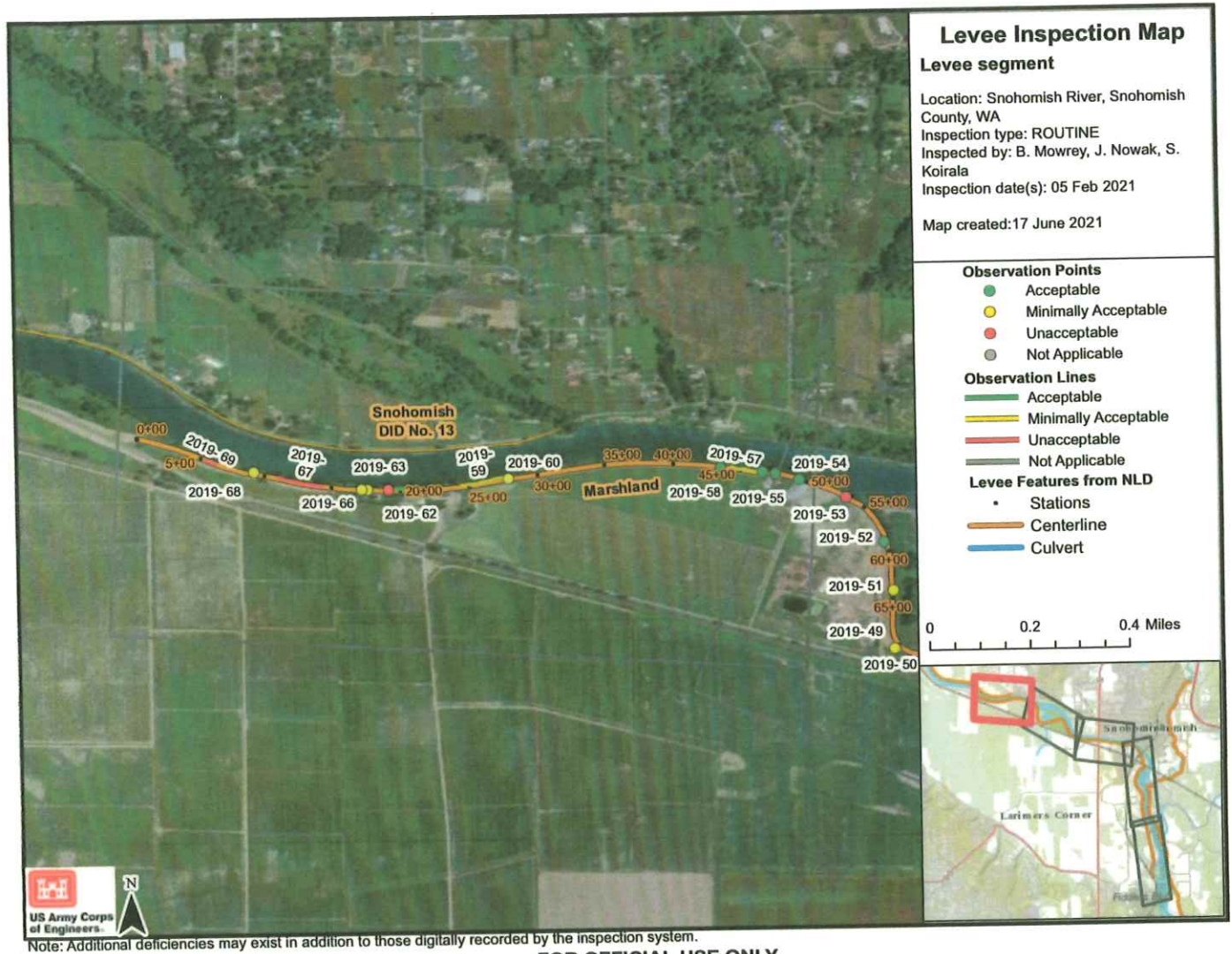


Exhibit A Continued

