

**INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND  
THE CITY OF STANWOOD FOR FLOOD RISK MITIGATION**

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF STANWOOD FOR FLOOD RISK MITIGATION (this “Agreement”), is made and entered into this 9 day of June \_\_\_\_\_, 2026, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”), and the City of Stanwood, a Washington municipal corporation (the “City”), collectively the “Parties,” pursuant to **Chapter 39.34 RCW**.

**RECITALS**

A. The County Council determined that it is in the public interest of County residents to participate in joint undertakings with local municipalities; and

B. The City of Stanwood is coordinating local efforts to update and renovate Diking District 7’s levee system known as the Skagit Bay Dike; and

C. The City of Stanwood requested the County fund certain emergency repairs of the Skagit Bay Dike repair as described in **Attachment B** (“the Project”) and as set forth in the Project Budget in **Attachment C**, incorporated herein by reference. Snohomish County has agreed up to provide **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$1,750,000)** of general funds (the “Funds”) in support of the Project; and

D. The City of Stanwood provided the following: Proof of Insurance (**Attachment A**, incorporated herein by this reference); a description of the project (**Attachment B**, incorporated herein by this reference); a Project Budget (**Attachment C**, incorporated herein by reference); and a MOA between the City and Diking District 7 (**Attachment D**, incorporated herein by reference); and

E. Pursuant to this Agreement and **Chapter 39.34 RCW**, the County wishes to provide, and the City wishes to accept, the above-described Funds from the County for the purposes of completing emergency repairs to a portion of the Skagit Bay Dike.

**AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**1. Purpose of Agreement.**

This Agreement is authorized by and entered into pursuant to **Chapter 39.34 RCW**. The purpose and intent of this Agreement is to define the responsibilities of the County and the City as they relate to the County’s provision of the funds to the Project.

**2. Effective Date and Duration.**

This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County’s Interlocal Agreements website. This Agreement shall remain in effect through **December 31, 2026**, unless earlier

terminated pursuant to the provisions of **Section 12** below, PROVIDED HOWEVER, that each party's obligations are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law. The term of this Agreement may be extended or renewed for up to Two (2) additional One (1) year term, at the sole discretion of the County, by written notice from the County to the City. The County's obligations after December 31, 2026 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

### **3. Administrators.**

Each party to this Agreement shall designate an individual (an "Administrator"), 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:**

Kara Main-Hester, Chief Budget  
Officer  
3000 Rockefeller Ave. MS 407  
Everett, WA 98201  
(425) 262-2991 phone  
[Kara.main-hester@snoco.org](mailto:Kara.main-hester@snoco.org)

#### **City's Initial Administrator:**

Alan Lytton, City Engineer  
City of Stanwood  
10220 270th St NW  
Stanwood, Washington 98292  
(360) 502-1326  
[alan.lytton@ci.stanwood.wa.us](mailto:alan.lytton@ci.stanwood.wa.us)

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

### **4. Project Performance.**

- 4.1. Legal Rights Necessary to Complete the Project. Except as set forth in Section 4.3, the City is solely responsible for obtaining permission, through rights of entry, permits, temporary easements, licenses, or other legal instruments, from the owners of real property upon which Project work will occur, for ingress, egress, and any other legal rights necessary to complete the Project.
- 4.2. City's Financial Commitment. The City certifies to the County that the City has monies sufficient to complete the Project by the Project deadline identified in **Section 4.3** below (the "City's Financial Commitment").
- 4.3. Project Deadline. On or before **December 31, 2026**, the City shall complete the Project described in **Attachment B**. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all permits necessary to complete the Project. The City is relying on the Stillaguamish Tribe of Indians to obtain required permits from the U.S. Army Corps of Engineers. Under this Agreement, the City retains the responsibility for obtaining and complying with all permits, even those obtained by other Project partners, including the Stillaguamish Tribe of Indians.

- 4.4. Project Maintenance. The City shall be responsible for on-going capital improvements to, and maintenance of, the Project and the Property. The County makes no commitment to support the Project or Property beyond what is provided for in this Agreement and assumes no obligation for future support of the Project or Property except as expressly set forth in this Agreement.
- 4.5. Availability to County Residents. As consideration for the financial assistance provided to the City for the Project, the City shall make all elements of the Skagit Bay Dike Repair project available to all County residents on the same terms as to residents of the City, including community improvements such as public walking paths, trails, and parking lots. This provision shall survive the expiration, abandonment, or termination of the Agreement.
- 4.6. Emergency Authorization and Permitting Requirements. The City may not submit a reimbursement request under this Interlocal Agreement unless and until the City, the Stillaguamish Tribe, and Diking District 7 receive all required emergency authorizations from the Army Corp of Engineers, FEMA, or any other agency to perform the levee repairs that are the subject of this Agreement. Following activity permitted under such emergency authorizations, the City agrees to obtain all required non-emergency authorizations or permits for the Project. In executing the Project, the City shall obtain and, upon request, provide the County with copies of all authorizations and permits necessary to complete the Project. The City is relying on the Stillaguamish Tribe of Indians to obtain required permits from the U.S. Army Corps of Engineers. Under this Agreement, the City retains the responsibility for obtaining and complying with all permits, even those obtained by other Project partners, including the Stillaguamish Tribe of Indians.
- 4.7. Subcontracting. The City may use subcontractors and partners such as Diking District 7 and the Stillaguamish Tribe of Indians to perform work under the Project. In no event shall the existence of a subcontract or cooperative agreement with another governmental entity operate to release or reduce the liability of the City to the County for any breach in the performance of the City's duties, including securing required permits and completing the Project in a timely and professional manner.

## **5. Invoicing and Payment.**

- 5.1. Invoicing. No reimbursement may be paid by the County unless and until the City, Stillaguamish Tribes, and Diking District 7 receive all required emergency authorizations from the Army Corps of Engineers, FEMA, or any other agency to perform the levee repairs that are the subject of this Agreement. When requesting reimbursement for eligible Project expenses under this Agreement, the City shall invoice(s) to the County. The City shall provide invoice(s) with line-item detail for materials, labor and overhead as they apply to individual budget line item included by reference in **Attachment C**. The City shall include any documentation requested by the County, including but not limited to documentation as to what amounts have been spent by the City on the Project.
- 5.2. Payment. If the County disputes the amount of a particular line item in an invoice, the County shall provide written notice to the CITY within twenty (20) days of receipt of invoice. Absent a dispute, the County shall pay invoices within thirty (30) calendar days of receipt.
- 
- 5.3. No Overpayments. Should an overpayment occur, the County shall give written notice to the City of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the

County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of the overpayment, and within thirty (30) days of the notice of overpayment the City shall return to the County the overpaid Funds plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of the notice of overpayment.

- 5.4. Accounting. The City shall maintain a system of accounting and internal controls that complies with generally accepted accounting principles and governmental accounting and financial reporting standards and provisions concerning preservation and destruction of public documents in accordance with applicable laws, including **Chapter 40.14 RCW**.
- 5.5. Recordkeeping. The City shall maintain adequate records to support invoices. The records shall be maintained by the City for a period of five (5) years after completion of this Agreement. The County, or any of its duly authorized representatives, shall have access to books, documents, or papers and records of the City relating to this Agreement for purposes of inspection, audit, or the making of excerpts or transcripts.
- 5.6. Audit and Repayment. The City shall return Funds disbursed to it by the County under this Agreement upon the occurrence of any of the following events:
- 5.6.1. If overpayments are made; or
  - 5.6.2. If an audit of the Project by the State or the County determines that the Funds have been expended for purposes not permitted by applicable law, the State, the County, or this Agreement.

In the case of **5.6.1** or **5.6.2**, the County shall make a written demand upon the City for repayment, and the City shall be obligated to repay to the County the Funds demanded within sixty (60) calendar days of the demand. The County's right to demand repayment from the City may be exercised as often as necessary to recoup from the City all Funds required to be returned to the County.

The City is solely responsible for seeking repayment from any subcontractor in conformance with its debt collection policy.

The City acknowledges and agrees that its obligations under this Section 8 will survive expiration, abandonment, or termination of this Agreement.

## **6. Independent Contractor.**

The City will perform all work associated with the Project as an independent contractor and not as an agent, employee, or servant of the County. The City shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the City and not the County. The County shall only have the right to ensure performance.

## **7. Indemnification/Hold Harmless.**

The City shall assume the risk of liability for damage, loss, costs and expense arising out of the activities under this Agreement and all use of any improvements funded under this

Agreement.

The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the activities funded under this Agreement or the use of any improvements funded under this Agreement, including but not limited to claims arising from flooding, water intrusion, erosion, structural failure, or environmental impacts; provided that the City's obligation to defend shall arise immediately upon tender of any claim by the County and shall be performed with counsel reasonably acceptable to the County. PROVIDED that this indemnification applies to all claims, including those caused in part by the negligence of the County, except to the extent such damages are caused by the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of City, and City, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including **Title 51 RCW**, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

The City's obligation under this Section shall not be limited by the availability of insurance but shall be supported by any insurance coverage required under this agreement.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

#### **8. Liability Related to City Ordinances, Policies, Rules and Regulations.**

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City/Town, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

#### **9. Insurance.**

The City 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, by the City, its agents, representatives, and employees/subcontractors. The cost of such insurance shall be paid by the City.

By requiring the minimum insurance coverage set forth in this **Section 9**, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this

Agreement. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

9.1. Minimum Scope and Limits of Insurance.

9.1.1. General Liability: \$6,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$7,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations.

9.1.2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

9.1.3. Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement.

9.1.4. Employers' Liability or "Stop Gap" coverage: \$1,000,000.

9.2. Other Insurance Provisions.

9.2.1. Coverage shall be written on an "Occurrence" form.

9.2.2. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City, in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance; "CG 2026 07/04" and "CG 20 37" or its equivalent are required.

9.2.3. The City's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.3. Verification of Coverage. The City shall furnish the County with certificate(s) of insurance and endorsement(s) required by this Agreement.

9.4. In lieu of the insurance required in this **Section 9**, the City may, upon request of and acceptance by the County, provide the County a letter certifying the City's self-insurance program.

**10. Subcontractor Insurance Requirements.**

The City shall require and verify that all subcontractors and any tier performing work under this Agreement maintain insurance coverage appropriate to the scope and risks of their work. At a minimum, such insurance shall be consistent with the types and limits of coverage required of the City under this Agreement, unless otherwise approved in writing by the County.

The City shall be solely responsible for ensuring that its subcontractors comply with these insurance requirements and shall obtain and maintain proof of such coverage. Upon request, the

City shall provide the County with certificates of insurance or other evidence demonstrating that required coverage is in place for subcontractors.

Failure of the City to ensure subcontractor compliance with the insurance requirements shall not limit or relieve the City of any liability, indemnification, or other obligations under this Agreement. The City shall be responsible for any acts or omissions of its subcontractors as if they were the acts or omissions of the City.

#### **11. Compliance with Laws.**

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

#### **12. Default and Remedies.**

12.1. Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

12.2. Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to **Section 12.1** above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

#### **13. Early Termination.**

13.1. Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

13.2. Termination for Breach. In the event the City fails to complete the Project funded by Snohomish County as set forth in **Attachment B** by **December 31, 2026**, commits a Default as described in **Section 12**, or otherwise fails to appropriate the funds necessary to complete the Project, the County may terminate this Agreement immediately by delivering written notice to the City. Within thirty (30) days of such early termination, the City shall return to the County all funds previously provided by the County to the City for the Project plus interest at the rate of twelve percent (12%) per annum beginning thirty (30) days from the date of early termination.

#### **14. Dispute Resolution.**

In the event differences between the Parties should arise over the terms and conditions or

the performance of this Agreement, the Parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter may be referred for mediation to a mediator mutually selected by the Parties. If mediation is not successful or if a party waives mediation, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorney's fee and court costs.

## **15. Notices.**

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in **Section 3** of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

## **16. Miscellaneous.**

- 16.1. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.
- 16.2. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.
- 16.3. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.
- 16.4. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- 16.5. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other

persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

- 16.6. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- 16.7. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- 16.8. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- 16.9. No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the Parties.
- 16.10. No Separate Entity Necessary. The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- 16.11. Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.
- 16.12. No Third-Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.
- 16.13. Public Records. 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 City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City 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 City 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 City 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 City(a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to **RCW 42.56.540**. If the City 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 City to claim

any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

16.14. Prevailing Wage. City shall comply with Washington State Prevailing Wage laws. Compliance with this section is material to this Agreement, any breach of this **Section 16.14** is cause for County termination under **Section 13**.

16.15. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

*(Signature Page to follow)*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By: \_\_\_\_\_  
County Executive Date

CITY:

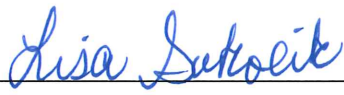
City of Stanwood, a Washington Municipal Corporation

  
\_\_\_\_\_  
Name: Sid Roberts Date: 6/11/2026  
Title: Mayor

Approved as to insurance and indemnification provisions:

\_\_\_\_\_  
Risk Management

Attest/Authenticate

  
\_\_\_\_\_  
Name: Lisa Sokolik 6/11/2026  
Title: City Clerk

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

Approved as to Form:

  
\_\_\_\_\_  
Office of the District General Counsel

ATTACHMENT A  
Proof of Insurance



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

[www.wciapool.org](http://www.wciapool.org)

5/29/2026

Ref#: 17164

Snohomish County, Office of Recovery and Resilience  
Attn: Catherine Weatbrook  
3000 Rockefeller Ave., M/S 407  
Everett, WA 98201

**APPROVED**

*By Stephanie Rousseau at 8:44 am, Jun 02, 2026*

Re: City of Stanwood  
Stanwood Diking District 7 Project

**Evidence of Coverage**

The City of Stanwood is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$6 million per occurrence limit of liability coverage that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Stanwood. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Stanwood all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe  
Deputy Director

cc: David Hammond  
Alan Lytton



**ATTACHMENT B**  
Project Description

The City of Stanwood shall oversee the management of a capital project to repair approximately 1000 linear yards of a flood-damaged levee (Damaged Portion of DD7 Levee) and a site in need of subsurface remediation near downtown Stanwood as shown in Figure 1. The Damaged Portion of DD7 Levee, owned and maintained by Diking District 7, currently protects from flood risk approximately 2,200 acres of agricultural land, the City of Stanwood, surrounding communities and businesses, and State Highway 532. Stanwood shall widen the Damaged Portion of DD7 Levee to a uniform width of 12' and raise the Damaged Portion of DD7 Levee to a crest elevation of 14' NAVD88.

Additionally, Stanwood shall manage the subsurface remediation of contaminated soil and ground water around a decommissioned underground storage tank identified during inspections of the flood-damaged levee. The location of the area for subsurface remediation is set forth on Figure 1.

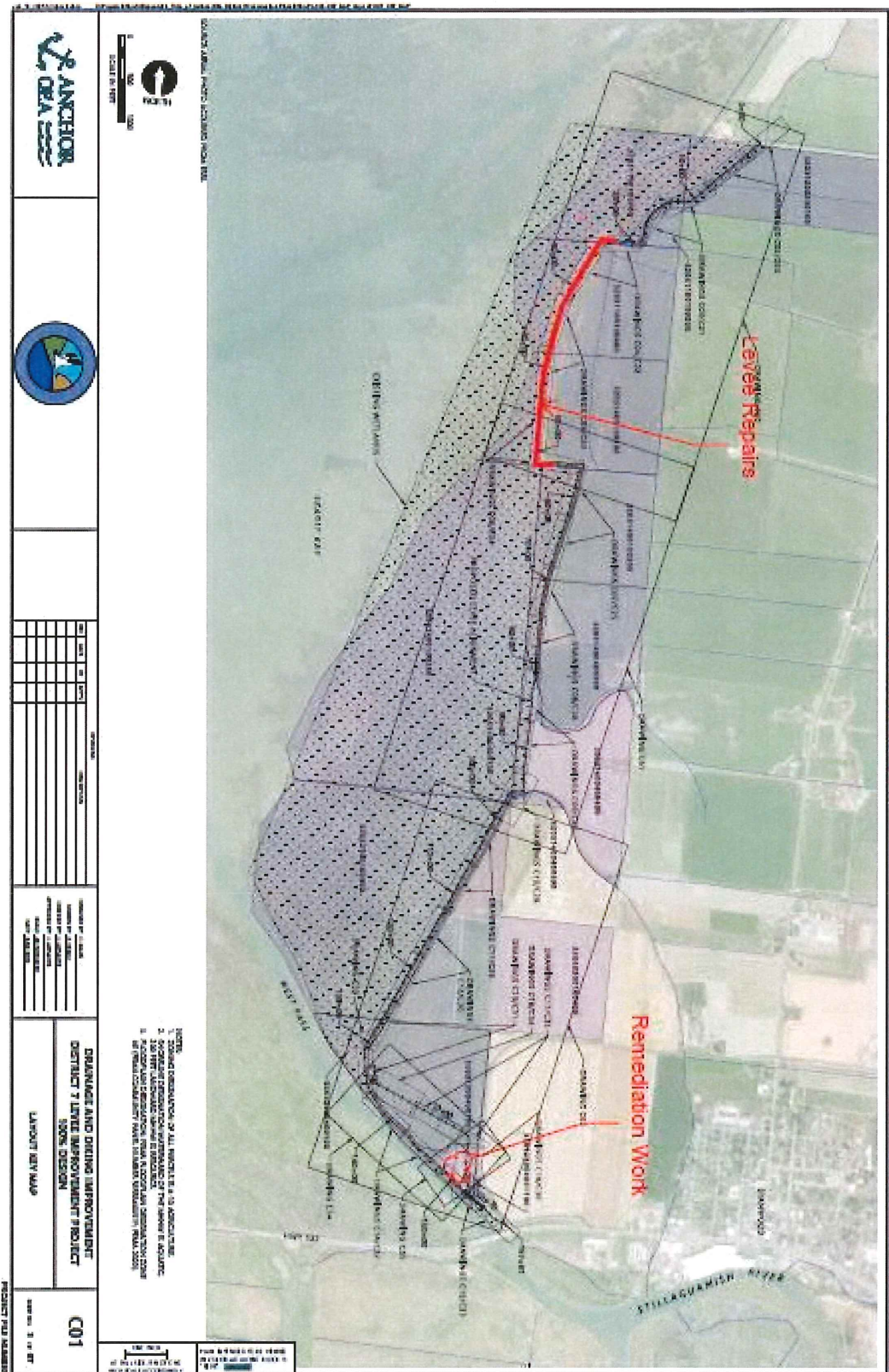
Stanwood shall repair the Damaged Portion of DD7 Levee according to the specifications depicted in Figure 2 below. The City shall repair the Damaged Portion of DD7 Levee per the specifications therein and restore flood protection along its to the same and raise the Damaged Portion of DD7 Levee to a height of 14 feet.

Stanwood's work under this Agreement shall include the following in its repair of the Damaged Portion of DD7 Levee and subsurface remediation.

- Clearing and grubbing
- Subsurface Remediation
- Subgrade Preparation, and
- Placement of fill to achieve the design elevation

Stanwood's work under this Agreement shall be consistent with the plans set forth in Figures 1-3 below and all local, state, and federal permits obtained for the Project as set forth in the Agreement.

Figure 1 – Job Site Placement



### Figure 2 – Work Site Detail

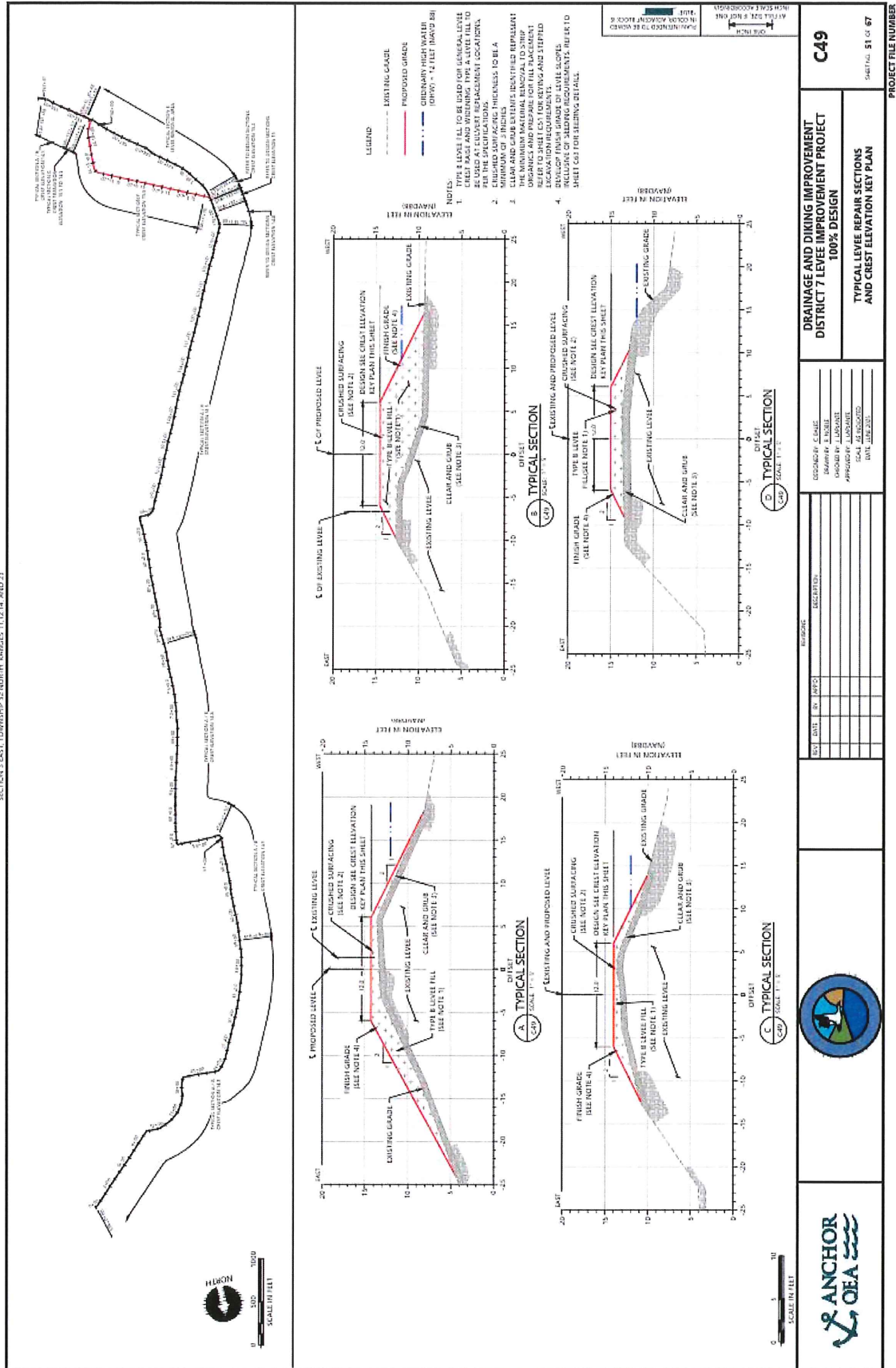
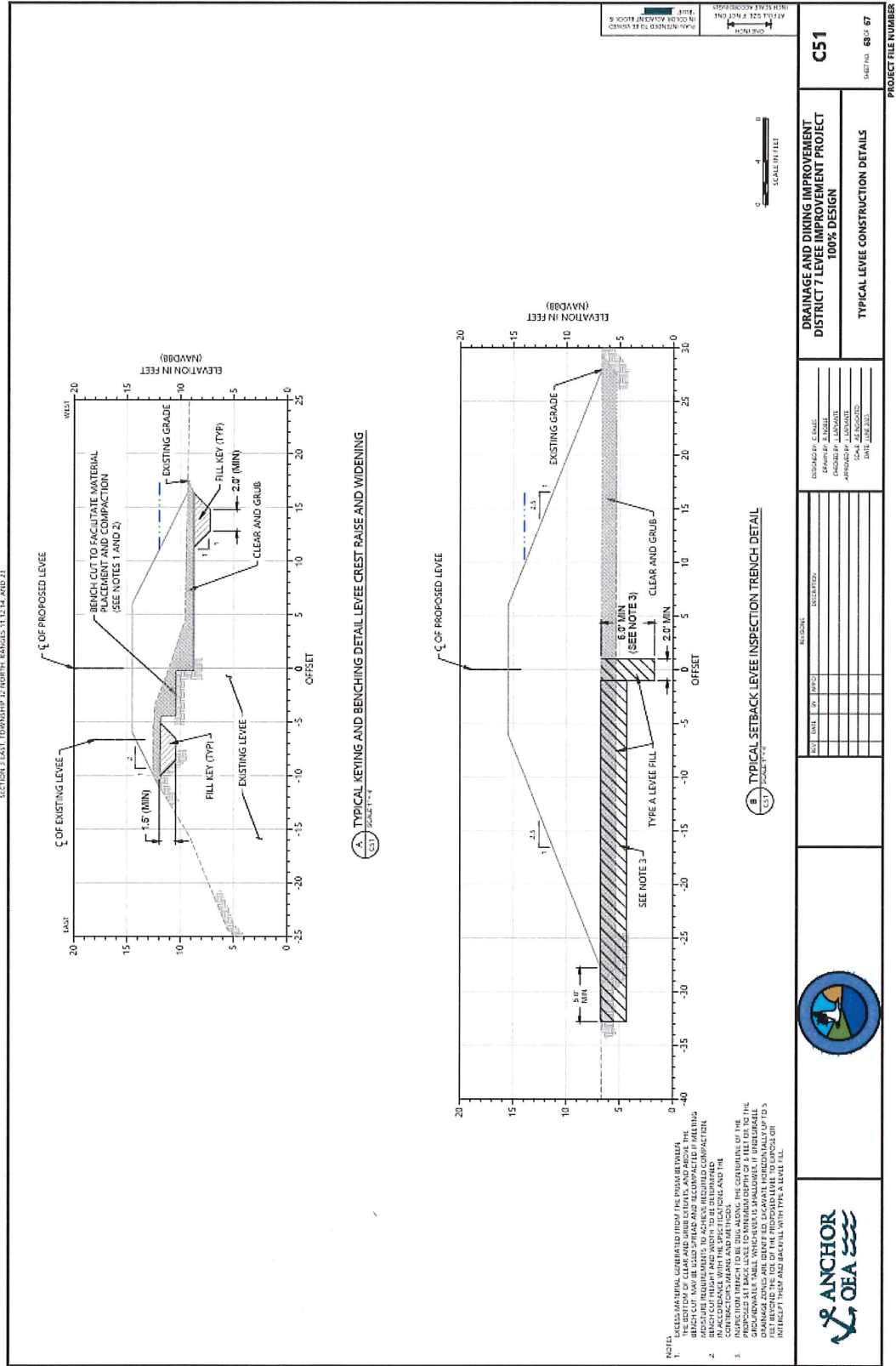


Figure 3 – Fill Detail



### Estimated Project Timeline

| <b>TASKS</b>  | <b>ACTIVITIES AND DELIVERABLES</b>                                                                                                                                                                                                                                                   | <b>MONTH/YEAR<br/>TASK WILL BE<br/>COMPLETED</b> |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>Task 1</b> | <b>Project Administration (Required task)</b><br>Submit reimbursement request forms, backup documentation for billing, and progress reports quarterly through the end of the funding. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request. | Throughout project                               |
| <b>Task 2</b> | Clear and Grub                                                                                                                                                                                                                                                                       | August 2026                                      |
| <b>Task 3</b> | Subsurface Remediation                                                                                                                                                                                                                                                               | August 2026                                      |
| <b>Task 4</b> | Remove debris such as woody debris, fencing, structures, and rubble.                                                                                                                                                                                                                 | August 2026                                      |
| <b>Task 5</b> | Subgrade Preparation                                                                                                                                                                                                                                                                 | August 2026                                      |
| <b>Task 6</b> | Haul and Place Levee Fill                                                                                                                                                                                                                                                            | August 2026                                      |

ATTACHEMENT C  
Budget Table

| Construction Costs                                | Extended Cost |                    |
|---------------------------------------------------|---------------|--------------------|
| <b>Site Preparation</b>                           |               |                    |
| Mobilization/Demobilization                       | 108,000       |                    |
| Sub-Surface Environmental Remediation             | 324,000       |                    |
| Site Restoration and Final Cleanup                | 75,000        |                    |
| <b>Site Preparation Sub-Total</b>                 |               | <b>\$507,000</b>   |
| <br><b>Levee Crest Raise + Widening</b>           |               |                    |
| Clear and grub including roots in the levee       | 78,750        |                    |
| Subgrade preparation                              | 38,115        |                    |
| Removing riprap/concrete rubble/woody debris      | 36,880        |                    |
| Removing fencing                                  | 1,620         |                    |
| Import Levee Fill - Material, haul, placement     | 231,000       |                    |
| Riprap Armoring - Material, haul, placement       | 481,250       |                    |
| Quarry Spalls - Material, haul, placement         | 99,993        |                    |
| Crushed surfacing - 3" thickness over crest width | 29,700        |                    |
| WSST 7.8%                                         | 92,022        |                    |
| <b>Construction Sub-Total</b>                     |               | <b>\$1,089,330</b> |
| <br><b>Non Construction Costs</b>                 |               |                    |
| Construction Management                           | 90,000        |                    |
| Supplemental Design                               | 31,835        |                    |
| Project Management                                | 31,835        |                    |
| <b>Non Construction Sub-Total</b>                 |               | <b>\$153,670</b>   |
| <br>Contingency                                   |               | <b>\$0</b>         |
| <br><b>GRAND TOTAL</b>                            |               | <b>\$1,750,000</b> |

The City may shift funds within line items set forth in the Budget Table of Attachment C subject to the following condition: Funds may be shifted among the line items set forth in Budget Table, so long as the City has received prior written consent from the County.

**ATTACHMENT D**  
**MOA between City of Stanwood and Diking District 7**

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of any warranty contained in the document itself.

|                                  |                                                                                                                                                                                             |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Document Title:</b>           | Interlocal Cooperation Agreement Between the City of Stanwood and Snohomish County Drainage and Diking Improvement District 7 for the Dike District 7 Levee Realignment and Repairs project |
| <b>Grantor(s):</b>               | Snohomish County Drainage and Diking Improvement District 7                                                                                                                                 |
| <b>Grantee(s):</b>               | City of Stanwood                                                                                                                                                                            |
| <b>Assessor's Parcel Number:</b> | 332032300401100, 32032300100300, 32031400100200, 32031400400400, 32031400400200, 32031400100300, 32031400100100, 32031100100400, 32031100100300, 32031100100200, 32031200300100             |

**Interlocal Cooperation Agreement Between the City of Stanwood and  
Snohomish County Drainage and Diking Improvement District 7 for Dike  
District 7 Levee Realignment and Repairs project.**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is hereby entered into this date by and between Snohomish County Drainage and Diking Improvement District 7 (the "District") and the City of Stanwood (the "City"), collectively referred to as the "Parties."

**RECITALS:**

1. The City is in the process of designing a Levee Realignment and Repairs Project in the District (the "Project"). The project is anticipated to be completed in June 2026.
2. The District desires the city to manage construction and grant management for the Project.
3. The City desires the ability to construct a new setback levee and repair the existing levee on Dike District 7 controlled lands.
4. The City and the District desire to cooperate in the design and construction of each agency's planned improvements, thus creating design, bidding, construction, and administrative efficiencies that provide a greater value to taxpayers.
5. The City and the District enter into this interlocal cooperation agreement under the authority of Chapter 39.34 RCW to provide for the joint and cooperative exercise of their powers, privileges, and authorities to improve infrastructure.

City of Stanwood  
2025-072

6. A supplemental agreement to this Agreement will be executed prior to the completion of construction of the Project that details the ongoing repair, cleaning, and maintenance roles and responsibilities of both the City and the District.

**NOW, THEREFORE,** in consideration of the foregoing, the City and the District agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for the design and construction of the Project.
2. **SCOPE OF WORK.** The scope of work set forth by this Agreement includes all items of work necessary for the Project including but not limited to the design, permitting, bidding, construction, and related construction services.
3. **CITY'S OBLIGATIONS.** The City shall:
  - 3.1. Administer the bidding and contract award for the Project, including:
    - 3.1.1. Preparing bid documents;
    - 3.1.2. Advertising for construction bids; and
    - 3.1.3. Awarding of the construction contract to the lowest responsible bidder based on the lowest total submitted for all schedules of work.
  - 3.2. Administer the construction contract, including:
    - 3.2.1. Preparation and delivery of Notice of Award and Notice to Proceed to the contractor;
    - 3.2.2. Scheduling the construction work with the contractor;
    - 3.2.3. Inspection of all Project work;
    - 3.2.4. Communicating with the contractor;
    - 3.2.5. Disbursement of payments to the Project contractor;
    - 3.2.6. Administration of change orders, although the District shall have final authority for review and approval of any change order that affects the District's improvements; and
    - 3.2.7. Contract closeout.
  - 3.3. Provide construction observation, documentation, material testing, and field-testing services for the construction of the District's improvements.
  - 3.4. Be responsible for the administration, management, and budget for this Project.
4. **THE DISTRICT'S OBLIGATIONS.** The District shall:
  - 4.1. Execute any documentation requested by the City to effectuate change orders requested by the District. Provide for and make reimbursement of any and all costs incurred

by the City associated with processing of change orders requested by the District for the Project.

4.2. Be responsible for its staff coordination with the City and the City's consultant.

4.3. Provide access to the site of the Project for all activities within the Scope of Work and execute any necessary permissions.

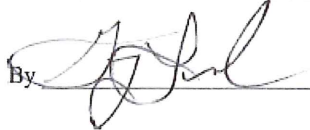
5. **UNEXPECTED CHANGES.** The District and the City recognize that unanticipated or unexpected changes to the Project plans may be necessary as the project develops. The District and the City will cooperate to address any unanticipated or unexpected circumstances that may require a change in the design or construction of the Project and/or that may require additional expenditures beyond those budgeted. The District and the City will further cooperate in the allocation of any such additional costs with consideration of the party (if any) responsible for the cost and the extent to which the changes benefit the District or the City.
6. **DURATION AND TERMINATION.** This Agreement shall become effective upon the filing of the executed Agreement with the Snohomish County Auditor pursuant to RCW 39.34.040. This Agreement will terminate when the Project is completed and when the final payment for the District's portion of the Project is received by the City from the District.
7. **RECORDS.** The City shall keep and maintain accurate and complete cost records pertaining to the Project and this Agreement. The District shall have full access and the right to examine any such records during the term of this Agreement. All records, books, documents, and other materials maintained, prepared, or issued by the District in the implementation of this Agreement shall be the property of the District, which shall have the responsibility of the retention and release of those materials. In the event of any public records requests, City and the District shall cooperate in responding to such requests.
8. **MUTUAL INDEMNITY.** The City shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the City, its officers, agents, and employees, in connection with the work described in this agreement, or arising out of the City's non-observance or non-performance of any law, ordinance, or regulation applicable to the City's portion of the Project.

The District shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the District, its officers, agents and employees, in connection with the work described in this agreement, or arising out of the District's non-observance or non-performance of any law, ordinance or regulation applicable to the District's portion of the Project.

9. **INSURANCE COVERAGE.** Each party shall provide evidence of and shall maintain liability insurance or coverage for potential liabilities arising from this Agreement.
10. **PROPERTY.** Any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein, except as expressly provided to the contrary elsewhere in this Agreement.
11. **NO THIRD-PARTY BENEFICIARIES; NO JOINT VENTURE.** This Agreement is for the sole benefit of the City and the District and shall not confer third-party beneficiary status on any non-party to this Agreement. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.
12. **SEVERABILITY.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.
13. **CONSTRUCTION.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.
14. **GOVERNING LAW; VENUE.** This Agreement is governed by the laws of the State of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Snohomish County, Washington.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 11th day of September, 2025.

**SNOHOMISH COUNTY DRAINAGE AND  
DIKING IMPROVEMENT DISTRICT 7**

By  \_\_\_\_\_

**CITY OF STANWOOD**

By  \_\_\_\_\_  
Sid Roberts, Mayor

Attest:

By  \_\_\_\_\_  
Lisa Sokolik, City Clerk

Note: Signatory for DD7 is Gary Lund