

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 Fifty Thousand Dollars (\$150,000) (the "Grant Funds") in the 2022 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 repairing the District's diking facilities, the estimated cost of which is Two Hundred Fifty Thousand Dollars (\$250,000); 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 Seventy-Five Thousand Dollars (\$75,000) to support the District's proposed project; and

WHEREAS, the County Council has, through Ordinance No. 23-004, 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 Seventy-Five Thousand Dollars (\$75,000) (the "Contribution"), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
  - a. Ebey Island Sealing Pipes and Tide Gates, 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**

<b>Project</b>	<b>Project Cost</b>	<b>Grant Request</b>	<b>Grant Award</b>	<b>Required Match</b>
Ebey Island Sealing Pipes and Tide Gates	\$250,000	\$250,000	\$75,000	\$18,750
<b>TOTAL</b>	<b>\$250,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$18,750</b>

2. The County will reimburse the District for work accomplished pursuant to this Agreement and Exhibit A. 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 proper construction of the project.
2. The District agrees to pay for all costs associated with the project, including, but not limited to, purchase, design, engineering, survey, environmental studies, mitigation, etc.
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 to improve riparian and/or fish habitat.
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.

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, 2023, 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, 2022, 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  
2415 40<sup>th</sup> St  
Everett, WA 98201  
Attn: Kim Henderson, Commissioner

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.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last party to sign.

**THE COUNTY:**

By **Dave Somers** Digitally signed by Dave Somers  
Date: 2023.02.22 15:32:07 -08'00'  
County Executive

**THE DISTRICT:**

By   
Title: Commissioner

**Approved as to Form:**

**Hart, Alethea** Digitally signed by Hart, Alethea  
Date: 2022.12.06 10:55:27 -08'00'  
Deputy Prosecuting Attorney

**Approved by Risk Management:**

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2023.01.06 16:35:15 -08'00'  
Risk Management Designee

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<b>COUNCIL USE ONLY</b>	
Approved	<u>2/22/2023</u>
ECAF #	<u>2023-0013</u>
MOT/ORD	<u>Ordinance 23-004</u>



**Exhibit A**

**SNOHOMISH COUNTY DIKE IMPROVEMENT DISTRICT NO. 1  
2022 APPLICATION FOR FLOOD DAMAGE REDUCTION GRANT**

**FLOOD DAMAGE REDUCTION GRANT APPLICATION 2022**

Name of Applicant Dike District #1 Date 5/23/2022

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

Contact Person for Project Coordination Kim Henderson

Contact phone number: 425-508-2092 Contact email: masterworkroofing@msn.com

Location of Project (attach Map): See attached

Scope of Project (Explain problem, project and benefits. Attach preliminary plans and photos.):  
The culvert through our dike that the tide gates attach to has deteriorated to the point that we can no longer get a good connection. Therefore, we have a significant amount of water running onto the island on an almost constant basis. This project is to reline our culverts and attach new tide gates to the new pipes.

Estimate of Project Cost: \$250,000.00 Applicant Grant Match: 25%

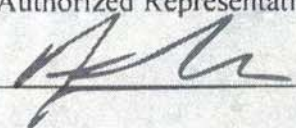
Work to be performed by: Contractor Owner District City Other

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

Dike District I maintenance

Estimated start date: ASAP depending on the availability of products and contractor Estimated completion date: 30 days after the start of project

Signature of Authorized Representative of Applicant:



Date: 5/23/2022

Commissioner

(Title)

Attach additional pages as needed.





Camera: 179 m 47°58'39"N 122°09'55"W 14 cm

20 m



Oregon CCB # 138553- Washington # CC01 NEHALMM916KO- California #902558  
Phone # 503-322-0219 Cell # 801-4605 Fax # 322-0211 E-mail nehalmmarine@gmail.com  
Leo Kuntz-Pres.



**NEHALEM MARINE MFG.**  
**24755 MIAMI RIVER RD.**  
**NEHALEM, OR. 97131**

**5/20/22**  
**Estimate**

**Estimate To:**  
**Snohomish Dike District #1**  
**c/o Kim Henderson**  
**425-508-2092**  
**Kwh800@yahoo.com**

**Estimate For:**

**Site 1- existing 4.5'x4.5'x75'**  
**NSG4oa tide gate assembly w/ custom adaptor to liner- \$8316**  
**Pipe option 1- Snaptite or Vylon \$28324**  
**Pipe option 2- Kraih \$14308**

**Site 2-existing 6.0'x6.0'x75'**  
**NSG5oa tide gate assembly w/ custom adaptor to liner- \$12936**  
**Pipe option 1- Snaptite or Vylon \$28324**  
**Pipe option 2- Kraih \$18396**

**Site 3- existing 6.0'x6.0'x75'**  
**NSG5oa tide gate assembly w/ custom adaptor to liner- \$12936**  
**Pipe option 1- Snaptite or Vylon \$28324**  
**Pipe option 2- Kraih \$18396**

**Site4- existing 4.5'x4.2'x75'**  
**NSG4oa tide gate assembly w/ custom adaptor to liner- \$8316**  
**Pipe option 1- Snaptite or Vylon \$28324**  
**Pipe option 2- Kraih \$14308**

**Snohomish DD #1 Estimate Cont.**

<b>Misc. Installation Supplies: (all four)</b>	
<b>(8) polyurethane foam kits @ \$460</b>	<b>\$3680</b>
<b>(4) sets concrete pumping plumbing</b>	<b>\$4000</b>
<b>Misc. Wedges, blocking and fasteners</b>	<b>\$1000</b>
<b>Ap. 40yds special concrete mix @160</b>	<b>\$6400</b>
<b>Total-----</b>	<b>\$15260</b>

<b>Labor and Machine time:</b>	
<b>Mobilize (3) tide gate service trucks, reach lift, long reach</b>	
<b>Excavator and misc rigging</b>	<b>\$8000</b>
<b>Concrete pumping</b>	<b>\$2000</b>
<b>Labor and Machine time @ 7000 x 4</b>	<b>\$28000</b>
<b>Total-----</b>	<b>\$38000</b>

<b>Pipe and gate summary:</b>	
<b>Option 1 total (all four)</b>	<b>\$155800</b>
<b>Option 2 total (all four)</b>	<b>\$134912</b>

<b>Total Job Summary:</b>	
<b>Option 1 (all four including supplies, labor, machine</b>	
<b>time-----</b>	<b>\$209060</b>
<b>including Wash. Tax-----</b>	<b>\$229547</b>
<b>Option 2 (all four including supplies, labor, machine</b>	
<b>time-----</b>	<b>\$188172</b>
<b>including Wash tax-----</b>	<b>\$206613</b>