

1 APPROVED:
2 EFFECTIVE:

3
4 SNOHOMISH COUNTY COUNCIL
5 SNOHOMISH COUNTY, WASHINGTON
6

7 ORDINANCE NO. 25-004
8
9

10 RELATING TO THE SNOHOMISH COUNTY FLOOD DAMAGE REDUCTION GRANT
11 PROGRAM; AWARDING THE SNOHOMISH COUNTY PROGRAM FUNDS AND
12 AUTHORIZING THE EXECUTIVE TO EXECUTE INTERLOCAL AGREEMENTS WITH
13 GRANT RECIPIENTS REGARDING THE EXPENDITURE OF GRANT FUNDS
14
15

16 WHEREAS, chapter 85.38 RCW allows local communities to create special
17 purpose districts to provide diking, drainage and/or flood control facilities and services;
18 and
19

20 WHEREAS, special purpose flood control districts have been formed under
21 chapter 85.38 RCW within Snohomish County, including Snohomish County Dike
22 Improvement District No. 1, French Slough Flood Control District, and Marshland Flood
23 Control District; and
24

25 WHEREAS, for purposes of this ordinance the Snohomish County Dike
26 Improvement District No. 1, French Slough Flood Control District, and Marshland Flood
27 Control District shall be collectively referred to as the "Districts"; and
28

29 WHEREAS, the Districts manage their respective flood control and protection
30 facilities to improve the farming and use of agricultural land along Snohomish County
31 rivers and to drain flood waters after major floods; and
32

33 WHEREAS, certain facilities owned, operated and/or maintained by the Districts
34 located within Snohomish County and providing benefits to Snohomish County roads and
35 lands recently suffered damage from severe weather events; and
36

37 WHEREAS, the Snohomish County Council ("County Council") recognizes the
38 importance of repairing damages to the various flood control and protection facilities that
39 are owned, operated and/or maintained by the Districts; and
40

41 WHEREAS, as a part of Snohomish County's 2024 Budget for the Division of
42 Surface Water Management (SWM) of the Department of Conservation and Natural
43 Resources, the County Council established a Snohomish County Flood Damage
44 Reduction Grant Program (the "Program") having a total funding amount of One Hundred
45 Eighty Thousand Dollars (\$180,000) (the "Grant Funds"); and

ORDINANCE 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 RECIPIENTS REGARDING THE EXPENDITURE OF
GRANT FUNDS

1
2 WHEREAS, SWM solicited and accepted applications requesting a portion of the
3 Grant Funds for use in proposed projects to repair flood control facilities; and
4

5 WHEREAS, SWM received and reviewed three applications requesting some or
6 all of the Grant Funds for use in proposed projects for flood management facilities as
7 described in Exhibit A; and
8

9 WHEREAS, SWM recommends awarding the \$180,000 available in Grant Funds
10 to the three Districts that applied as described in Exhibit A attached hereto; and
11

12 WHEREAS, chapter 39.34 RCW, the Interlocal Cooperation Act, allows local
13 governmental entities to make efficient use of their resources by cooperating with each
14 other on a basis of mutual advantage to meet the needs of local communities; and
15

16 WHEREAS, the Interlocal Agreements with Snohomish County Dike Improvement
17 District No. 1 and French Slough Flood Control District authorize the Director of the
18 Snohomish County Department of Conservation and Natural Resources to approve and
19 execute a written amendment with those districts to extend or renew each Interlocal
20 Agreement for up to one additional one year term; and
21

22 WHEREAS, the County Council held a public hearing on _____,
23 2025, to hear public comment and consider (i) approving the recommendation of SWM,
24 (ii) authorizing the distribution of the Grant Funds, and (iii) authorizing the Snohomish
25 County Executive (“County Executive”) to execute Interlocal Agreements with the Districts
26 regarding the expenditure of the Grant Funds.
27

28 NOW, THEREFORE, BE IT ORDAINED:
29

30 Section 1. The County Council hereby adopts the foregoing recitals as findings of
31 fact and conclusions as if set forth in full herein.
32

33 Section 2. The County Council approves the recommendation of SWM for the
34 Snohomish County Flood Damage Reduction Grant Program regarding the distribution of
35 the Grant Funds and authorizes the distribution of those funds in the manner described
36 in Exhibit A hereto.
37

38 Section 3. The County Council authorizes the County Executive to execute the
39 Interlocal Agreement Between Snohomish County and Snohomish County Dike
40 Improvement District No. 1 for Flood Damage Reduction in the form set forth as Exhibit B
41 hereto.
42

43 Section 4. The County Council authorizes the County Executive to execute the
44 Interlocal Agreement Between Snohomish County and the French Slough Flood Control
45 District for Flood Damage Reduction in the form set forth as Exhibit C hereto.

ORDINANCE 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 RECIPIENTS REGARDING THE EXPENDITURE OF
GRANT FUNDS

1
2 Section 5. The County Council authorizes the County Executive to execute the
3 Interlocal Agreement Between Snohomish County and the Marshland Flood Control
4 District for Flood Damage Reduction in the form set forth as Exhibit D hereto.
5
6
7

8 PASSED this ____ day of _____, 2025.
9

10
11
12 ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

13
14 _____
15 Clerk of the Council

Council Chair

16
17
18 APPROVED

DATE: _____

19
20 EMERGENCY

21
22 VETOED

23
24
25 _____
County Executive

26 ATTEST: _____
27
28
29

30 Approved as to form only:


31
32 Richmond,  Digitally signed by
33 Christina Date: 2024.12.17
08:01:40 -08'00'
34 _____
Deputy Prosecuting Attorney
35

EXHIBIT A

**2024 Snohomish County Flood Damage Reduction Grant Program
Award Recommendations**

[See Attached]

ORDINANCE 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 RECIPIENTS REGARDING THE
EXPENDITURE OF GRANT FUNDS

EXHIBIT A
Committee Recommendations
November 26th, 2024

Members

Evan Russell, Snohomish County Department of Conservation and Natural Resources
Joshua Monaghan, Snohomish County Department of Conservation and Natural Resources

Purpose of the Committee

The purpose of the committee is to review the applications submitted for Snohomish County Flood Damage Reduction Grant Program funds; and to reach agreement on the distribution of these funds, which total \$180,000. This amount was elevated from the normal Flood Damage Reduction Grant annual amount due to a return of \$80,000 of funds.

Qualifications and Criteria

Grant applications had been sent out to all committee members prior to meeting. Information on qualifications and criteria was also available as a handout distributed in the meeting packet, and is summarized as follows:

- Eligibility - Jurisdictions who were awarded funds in the previous year must have successfully complied with the following:
 - Obtained all required permits and easements for the project and complied with all the permit conditions.
 - Allowed county staff to inspect the final project.
 - Submitted documentation of project expenses and completion within three months of completing project.
- Criteria for evaluating applications
 - Submitted by an entity that is an eligible special purpose district under state law.
 - Project must have public benefit to County roads. Subcategories under this include: public infrastructure protected, habitat design elements, number of citizens protected, and acres of land protected
 - Projects should address the repair and maintenance of flood control structures.
 - Projects must be consistent with the specific river basin Comprehensive Flood Control Management Plan recommendations.
 - Consideration should be given to the financial need of the applicant and to the existing level of flood protection at the proposed project site.

2024 Applications Received, Discussion and Evaluation

The committee originally consisted of three Snohomish County employees, however in the interest of dispersing an already tardy grant cycle, a meeting with two members had to suffice. Members reviewed the applications, discussed the merits of each project and each District’s history of participation in the Grant Program.

Project selection and grant awards

Committee consensus is one of the main elements in selecting projects in the program. All committee members agreed that the projects met the criteria as outlined above and all were moved forward for funding consideration. Given the wording of the 2024 FDRG application, eligible projects from each district were selected to be awarded until award funding was depleted. When selecting between multiple eligible projects from a jurisdiction, those projects that best fulfilled the objectives of the Flood Damage Reduction Grant were chosen.

Recommended amounts for award:

<u>District</u>	<u>Project Cost</u>	<u>Project</u>	<u>Grant Ask</u>	<u>Award</u>	<u>Match</u>
DD #1 Project #1	\$ 60,000	Pump reservoir repairs	\$ 50,000	\$ 50,000	\$ 12,500
DD #1 Project #2	\$ 81,250	Purchase used excavator	\$ 65,000	\$ 0	\$ 0
FSFCD Project #1	\$ 100,000	Drainage ditch maintenance	\$ 80,000	\$ 80,000	\$ 20,000
FSFCD Project #2	\$ 43,750	Levee mowing	\$ 35,000	\$ 0	\$ 0
MFCD	\$ 253,000	District cost share of Corps repairs to Marshland Levee	Up to \$ 180,000	\$ 50,000	\$ 12,500

**EXHIBIT B
to
ORDINANCE NO. 25-004**

**Interlocal Agreement Between Snohomish County and Snohomish County
Dike Improvement District No. 1 for Flood Damage Reduction**

[See Attached]

ORDINANCE 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 RECIPIENTS REGARDING THE
EXPENDITURE OF GRANT FUNDS

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-_____, 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 _____
County Executive

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

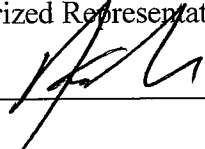
Required Project Permits. Please list, or attach, documentation of exemptions.

None necessary for this project.

Estimated start date: Immediately upon approval.

Estimated completion date: By October 31, 2024.

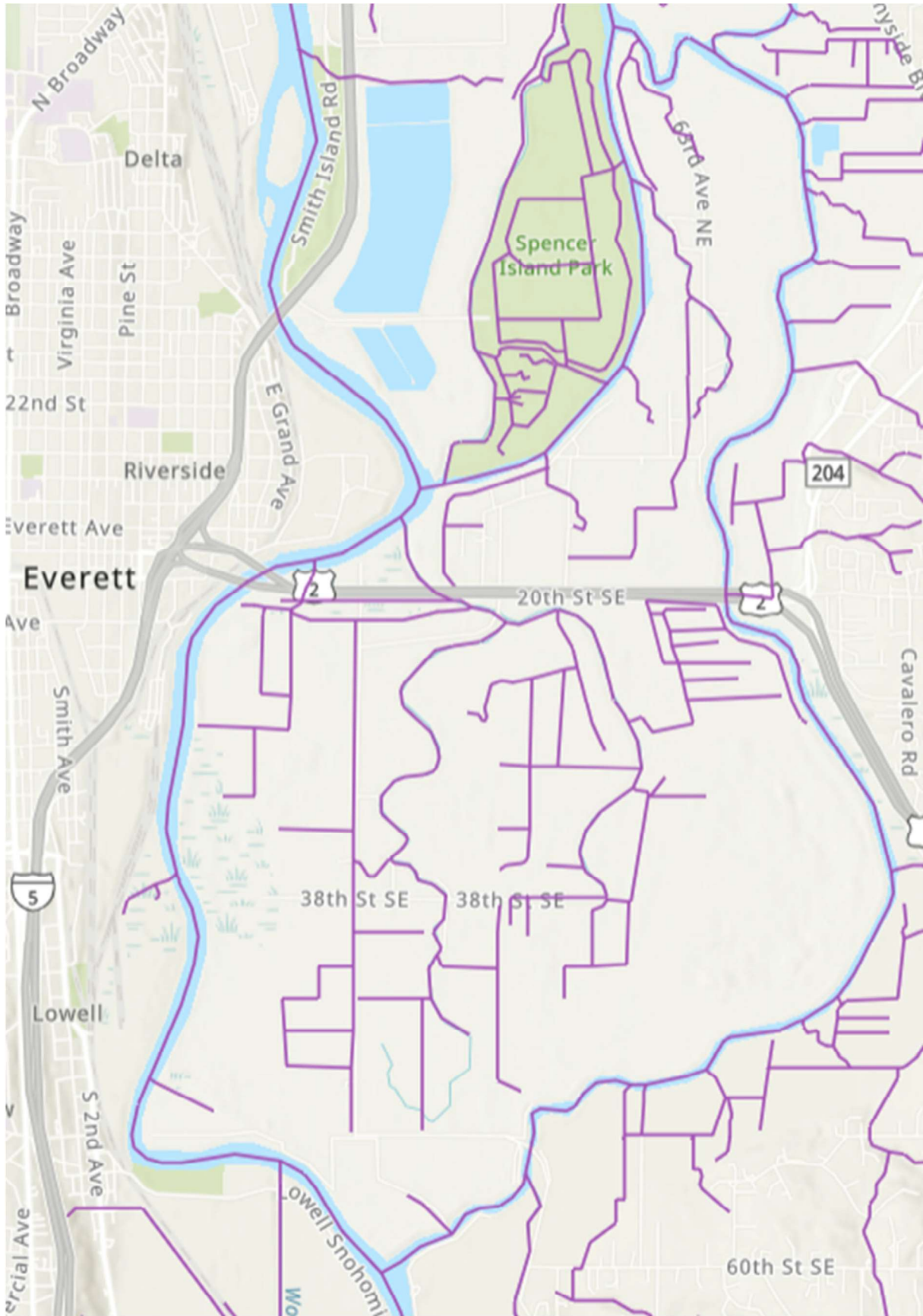
Signature of Authorized Representative of Applicant:


_____ Date: 7-25-24

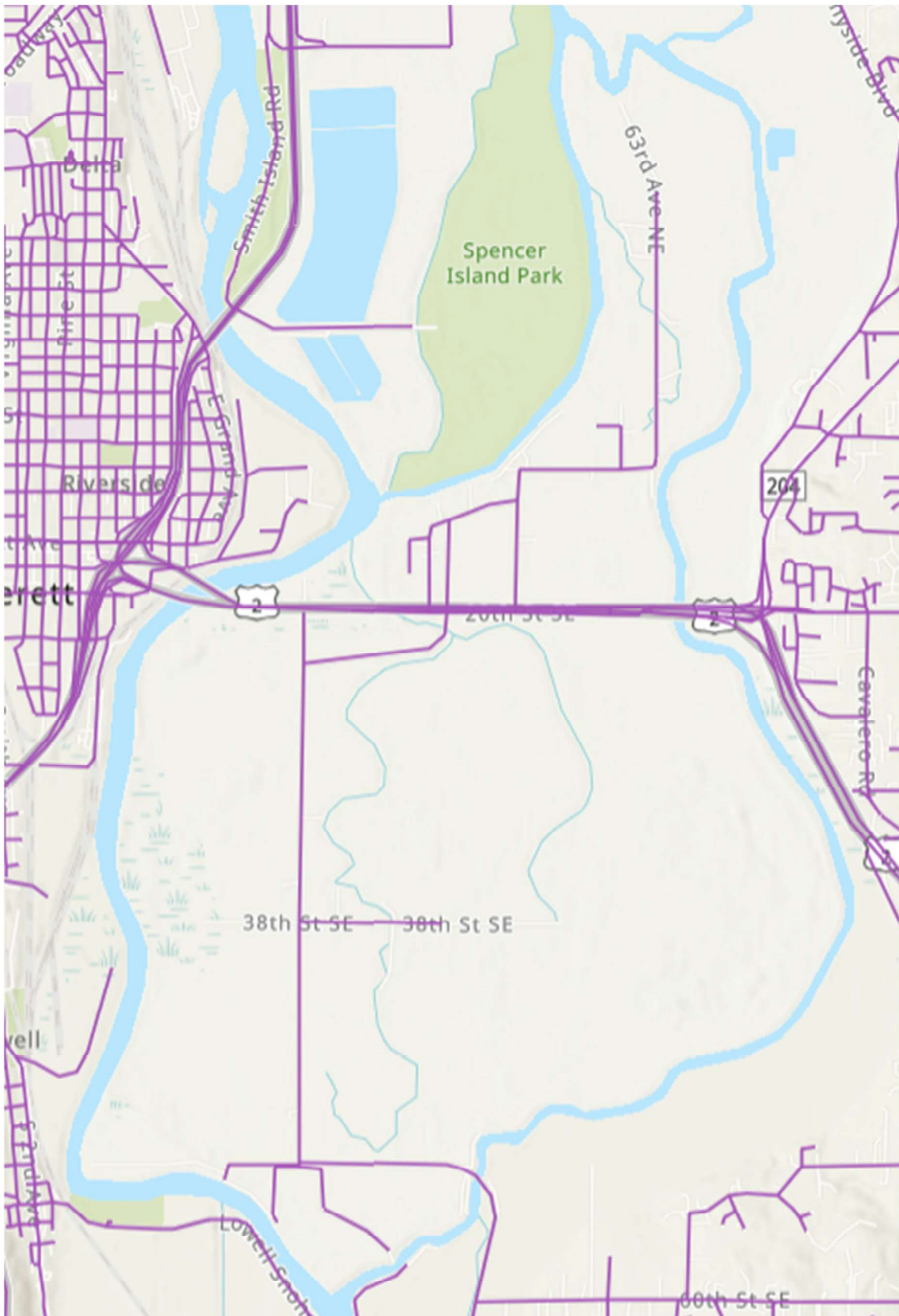
Commissioner
(Title)

Attach additional pages as needed.

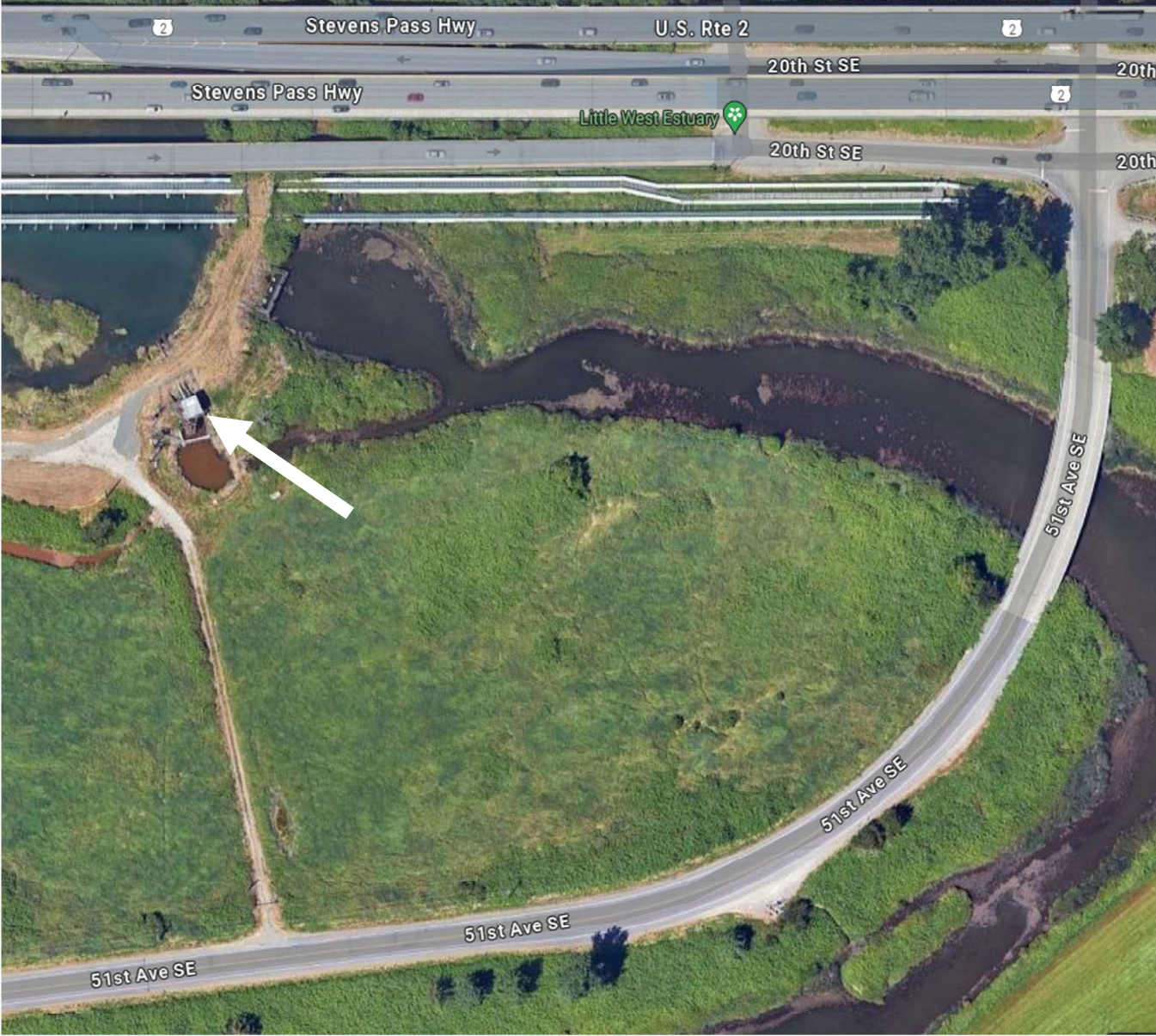
Map of Ebey Island showing drainage ditches that DD1 is responsible for maintaining.



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.



**EXHIBIT C
to
ORDINANCE NO. 25-___**

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

[See Attached]

ORDINANCE 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 RECIPIENTS REGARDING THE
EXPENDITURE OF GRANT FUNDS

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

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND FRENCH SLOUGH 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 French Slough Flood Control District, 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 Ditch Cleaning and Maintenance in Region #3 of the District at the estimated project cost of Eighty Thousand Dollars (\$80,000); 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 Sixty Thousand Dollars (\$60,000) to support the District’s proposed project; and

WHEREAS, the County Council has, through Ordinance No. 25-_____, approved Surface Water Management’s recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an Interlocal agreement with the other.

NOW, THEREFORE, the County and the District agree as follows:

AGREEMENT

I. Responsibilities of the Parties:

A. Snohomish County:

1. The County agrees to contribute Sixty Thousand Dollars (\$60,000) (the “Contribution”), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
 - a. Ditch Cleaning and Maintenance, 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
Ditch Cleaning and Maintenance	\$80,000	\$60,000	\$60,000	\$20,000
TOTAL	\$80,000	\$60,000	\$60,000	\$20,000

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. French Slough Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure performance under the agreement.
2. The District agrees to pay for all costs associated with the project, including, but not limited to, purchase, design, engineering, survey, environmental studies, and mitigation.
3. The District agrees to acquire all permits necessary to perform the work.
4. The District agrees, upon completion of the project, to provide to the County an itemized invoice for the District’s total work. The invoice shall include copies of receipts for labor, materials, contractors, consultants and equipment which clearly shows the expenditure in an amount which meets or exceeds the grant award amount plus the required matching contribution (and/or in-kind Labor having an equivalent value) by the District as specified in Table 1. Invoices shall be provided 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.

French Slough Flood Control District
PO Box 553
Snohomish, WA 98290
Attn: Scott Lane, Manager

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 _____
County Executive

THE DISTRICT:

By Michelle Canfield _____
Title: Chair _____

Digitally signed by
Michelle Canfield
Date: 2024.11.29
10:43:54 -08'00'

Approved as to Form:

Richmond, Christina _____
Deputy Prosecuting Attorney

Digitally signed by
Richmond, Christina
Date: 2024.11.21
10:01:36 -08'00'

Approved by Risk Management:

Barker, Sheila _____
Risk Management Designee

Digitally signed by
Barker, Sheila
Date: 2024.12.04
10:56:12 -08'00'

Exhibit A
FRENCH SLOUGH FLOOD CONTROL DISTRICT
2024 APPLICATION FOR FLOOD DAMAGE REDUCTION GRANT

FLOOD DAMAGE REDUCTION GRANT APPLICATION 2024

Name of Applicant French Slough Flood Control District Date 7 -11 -2024

Mailing Address: PO Box 553

Snohomish, WA. 98290

Contact Person for Project Coordination Scott Lane - Manager

Contact Phone Number: 425-422-3266 Contact E-mail: scottlane11t@gmail.com

Location of Project (Attach Map): Region #3 of Flood Control District

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

DITCH CLEANING AND MAINTENANCE

1 - Enhances fish movement and migration by removing Canary Grass and other
undesirable weeds and grasses. 2 - Allows drainage - preventing flooding and potential
road and property damages during the heavy rain season. 3 - Work done within the fish
window using Best Management Practices including a wide slotted excavator bucket as
shown in the attached photo.

Estimate of Project Cost: \$80,000 Applicant Grant Match: \$20,000

Work to be performed by: Contractor Owner District City Other

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

Permit Attached

Estimated start date: July 2025 Estimated completion date: October 2025

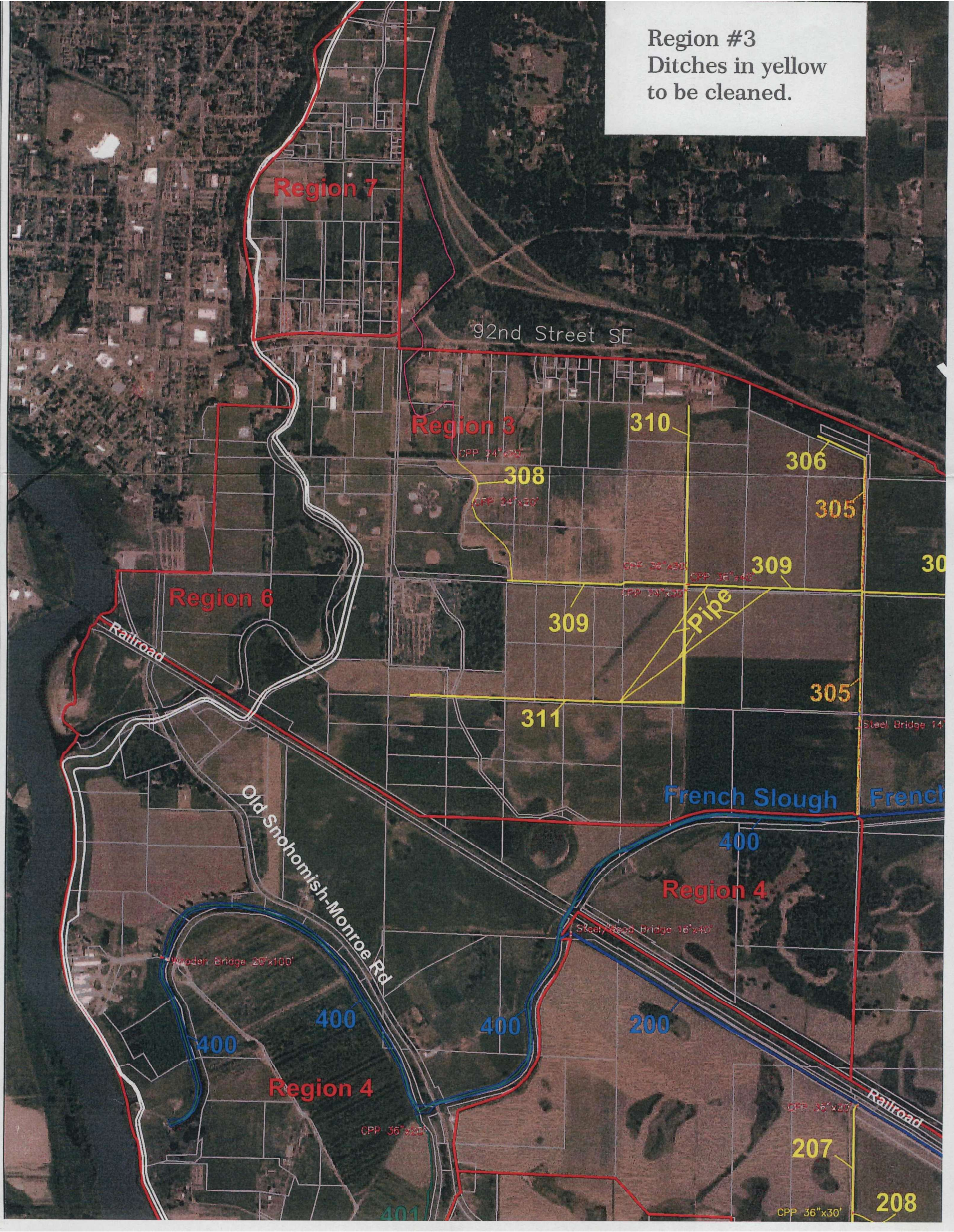
Signature of Authorized Representative of Applicant:

Date: _____

(Title)

Attach additional pages as needed.

Region #3
Ditches in yellow
to be cleaned.



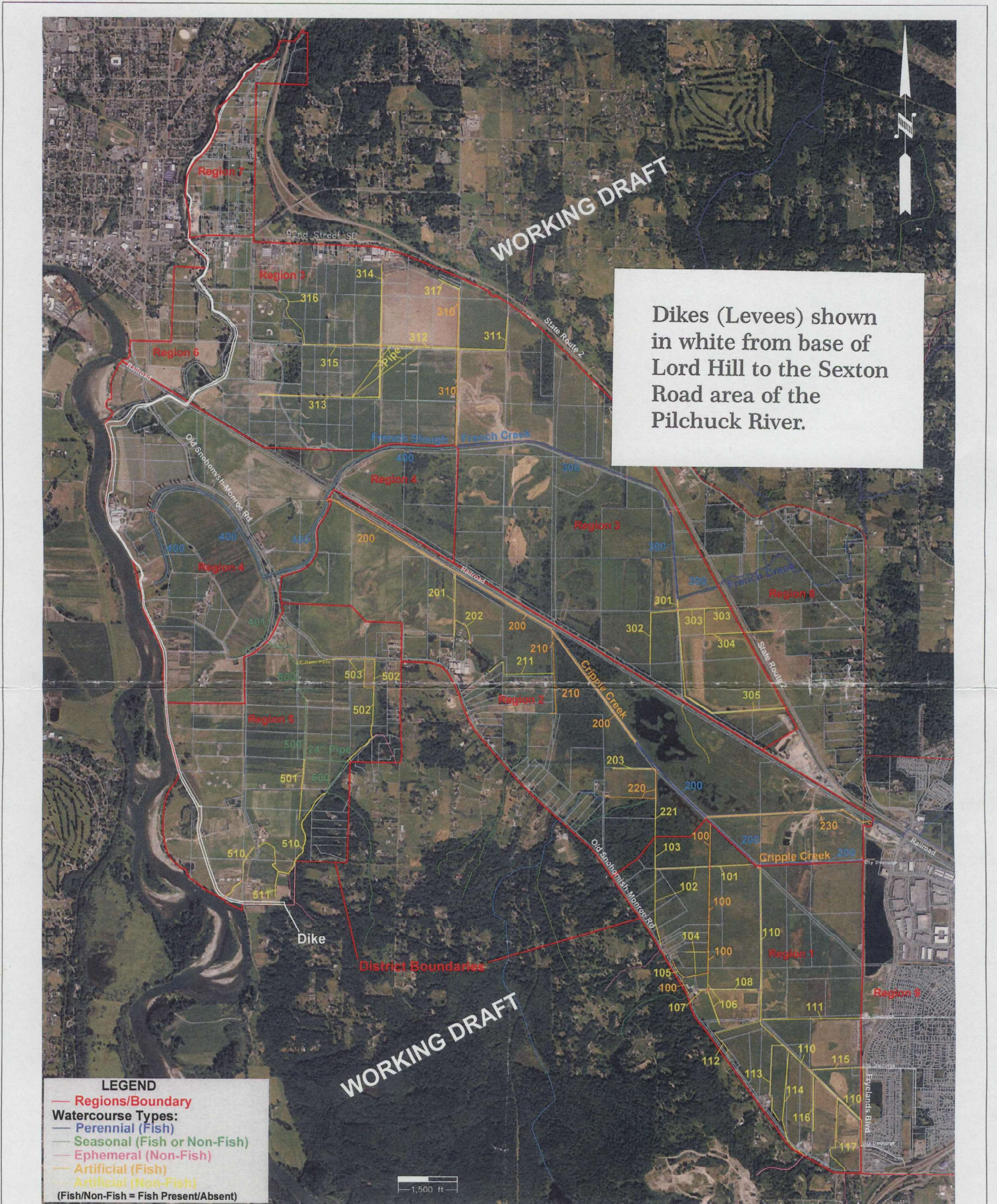
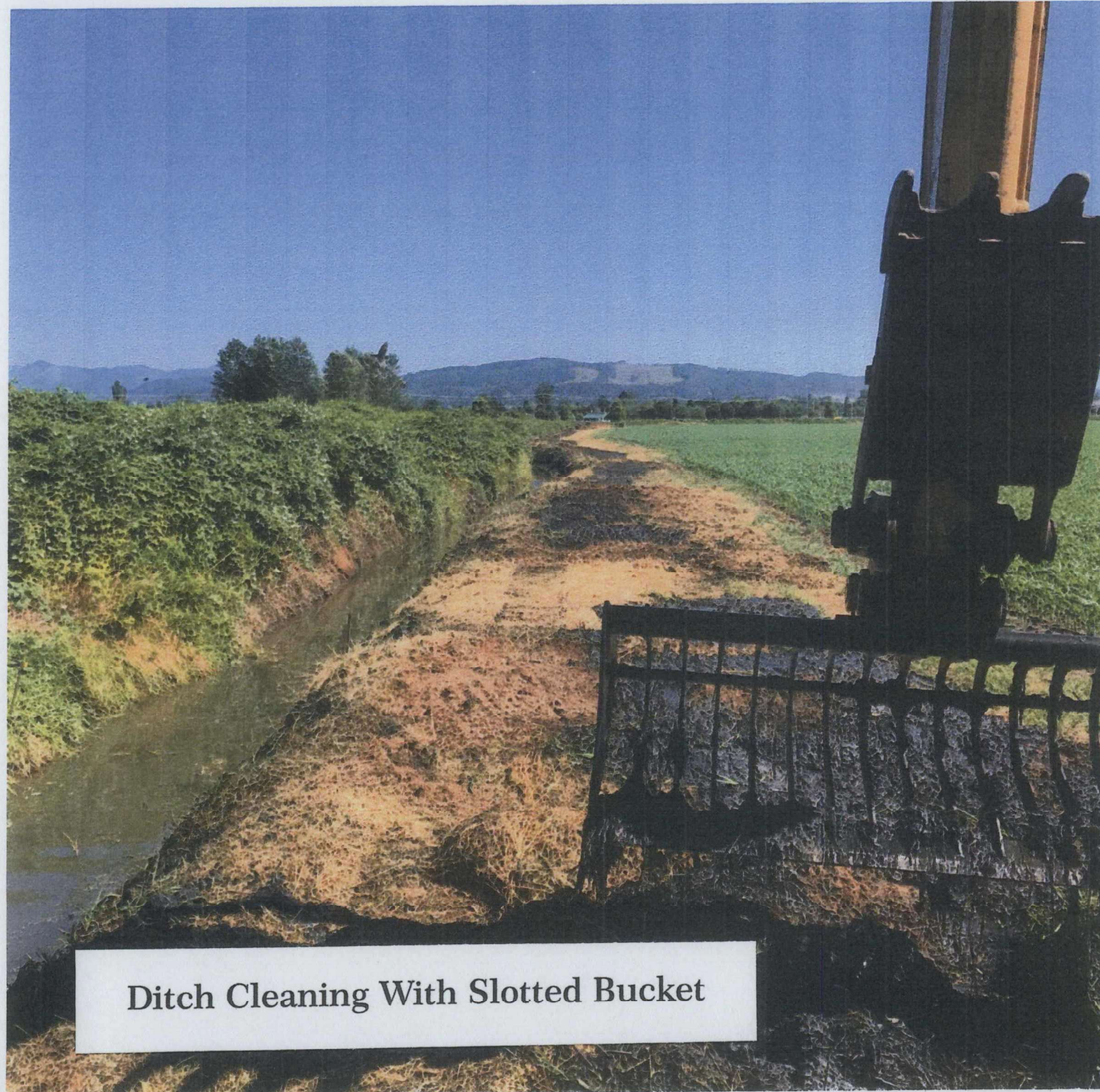


Figure X



Regions, Watercourses, & Watercourse Type
 French Slough Flood Control District
 Snohomish, Washington
 Scale: 1 inch = 1,500 feet

Figure X



Ditch Cleaning With Slotted Bucket

**EXHIBIT D
to
ORDINANCE NO. 25-004**

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

[See Attached]

ORDINANCE 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 RECIPIENTS 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 to drain flood waters after major floods; and

WHEREAS, the District as part of its ongoing repair and maintenance program needs to finalize repairs to its facilities as described herein; and

WHEREAS, the District and the County recognize the value of repairing damages to District facilities to maintain flood protection to homes, farms and County roads; and

WHEREAS, the County has established a Flood Damage Reduction Grant Program and approved a total funding amount of One Hundred Eighty Thousand Dollars (\$180,000) (the “Grant Funds”) in the 2024 Surface Water Management Budget to benefit flood management in Snohomish County; and

WHEREAS, Surface Water Management publicized the existence of the Flood Damage Reduction Grant Program and solicited and accepted applications requesting a portion of the Grant Funds for use in proposed flood management projects; and

WHEREAS, the District submitted an application to Surface Water Management requesting Grant Funds for use in the Levee Rehabilitation Project at the estimated cost of Two Hundred Fifty-Three Thousand Dollars (\$253,000); and

WHEREAS, after evaluating all applications submitted for the Grant Funds, Surface Water Management has recommended allocating Grant Funds to the District in the amount of Fifty Thousand Dollars (\$50,000) to support the District’s proposed project; and

WHEREAS, the County Council has, through Ordinance No. 25-_____, approved Surface Water Management’s recommendations and authorized the County Executive to execute this Agreement; and

WHEREAS, pursuant to chapter 39.34 RCW, each of the parties is authorized to enter into an Interlocal agreement with the other.

NOW, THEREFORE, the County and the District agree as follows:

AGREEMENT

I. Responsibilities of the Parties:

A. Snohomish County:

1. The County agrees to contribute Fifty Thousand Dollars (\$50,000) (the “Contribution”), as specified in Table 1, of the Grant Funds to the District to be used for the following project:
 - a. Levee Rehabilitation Project, as described in the District’s application submitted to Surface Water Management, a copy of which is attached hereto as Exhibit A.

Table 1 – Project Funding

Project	Project Cost	Grant Request	Grant Award	Required Match
Levee Rehabilitation Project	\$253,000	\$180,000	\$50,000	\$12,500
TOTAL	\$253,000	\$180,000	\$50,000	\$12,500

2. The County will reimburse the District for work accomplished pursuant to this Agreement. The County shall provide reimbursement within thirty (30) days of receipt of a detailed written invoice, provided the invoice clearly identifies work performed, and costs incurred relating to the work specified in Exhibit A.

B. Marshland Flood Control District:

1. The District, as owner of the flood control facilities at issue, agrees to act as the project manager and to enter into all necessary contracts to ensure performance under the agreement.
2. The District agrees to pay for all costs associated with the project, including, but not limited to, purchase, design, engineering, survey, environmental studies, and mitigation.
3. The District agrees to acquire all permits necessary to perform the work.
4. The District agrees, upon completion of the project, to provide to the County an itemized invoice for the District’s total work. The invoice shall include copies of receipts for labor, materials, contractors, consultants and equipment which clearly shows the expenditure in an amount which meets or exceeds the grant award amount plus the required matching contribution (and/or in-kind Labor having an equivalent value) by the District as specified in Table 1. Invoices shall be provided immediately upon execution of this agreement..
5. The District agrees to allow County staff to inspect the completed project.

6. To maintain future eligibility for County grant funding, the District agrees to include project elements specified by the Snohomish County Department of Planning and Development Services for permit issuance.
7. Should the District fail to complete the project without good cause, the District agrees that such failure may make the District ineligible to receive future grant funds.
8. The District agrees to retain public records associated with this Agreement consistent with the Public Records Act, chapter 42.56 RCW.
9. The District shall maintain records pursuant to this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The District's records shall be available for inspection and audit by the County, the State Auditor, federal auditors, and any persons duly authorized by the parties. The District shall preserve and make such records available to said parties until expiration of six (6) years from the date of final payment under this Agreement.

II. Effectiveness and Duration:

- A. As provided by RCW 39.34.040, this Agreement shall take effect when it has: (i) been duly executed by both Parties, and (ii) either filed with the County Auditor or posted on the County's Interlocal Agreements website.
- B. The Agreement shall terminate on December 31, 2025.
- C. Notwithstanding the effective date of this Agreement, this Agreement shall govern work performed by the District starting from January 1, 2024, through the effective date of the Agreement, as the parties agree to ratify each party's conduct from July 1, 2024, through the effective date of the Agreement.

III. Amendments, Extension or Termination:

- A. This Agreement may not be modified or amended in any manner except by a written document signed by both parties.
- B. Either party may terminate this Agreement at any time, with or without cause, upon providing not less than thirty (30) days advanced written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

IV. Integration Clause:

There are no verbal or other agreements which modify this document.

V. Compliance with Law:

The parties, in the performance of this Agreement agree to comply with all applicable local, state, and/or federal laws and ordinances applicable to the activities contemplated herein.

VI. Severability:

Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall not be affected, and the same shall be continued in full force and effect.

VII. Notices:

All notices required to be given under this Agreement shall be delivered to the parties at the addresses listed below. Notices sent by registered mail shall be deemed served when deposited in the U.S. mail.

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

Snohomish County Dept. of Conservation and Natural Resources
Surface Water Management Division
3000 Rockefeller Ave, M/S 303
Everett, WA 98201-4046
Attn: Director

VIII. Hold Harmless and Indemnification:

To the maximum extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of the County or its agents, representatives, or employees, the District shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of any act or omission of the District, its agents, representatives, employees, and invitees in connection with this Agreement. In addition, the District shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of or in connection with its indemnification obligations hereunder and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the District, and District, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act or other employee benefit act of any jurisdiction.

IX. Insurance Requirements:

The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with exercise of the rights and privileges granted by this Agreement to the District, its agents, representatives, employees/subcontractors. The cost of such insurance shall be paid by the District.

A. Minimum Scope and Limits of Insurance:

General Liability: Insurance Services Office Form No. CG 00 01 Ed. 11-88, covering COMMERCIAL GENERAL LIABILITY with limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

B. Other Insurance Provisions:

Coverage shall be written on an "Occurrence" form.

The insurance policies required in this Agreement are to contain or be endorsed to contain the *Snohomish County, its officers, elected officials, agents and employees* as additional insureds as respects liability arising out of activities performed by or on behalf of the District in connection with this Agreement.

C. Verification of Coverage

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

X. Interlocal Cooperation Act.

This Agreement is made and entered into under the authority of chapter 39.34 RCW, the Interlocal Cooperation Act. The purpose of this Agreement is to assist the District with needed repairs to flood control structures that provide protection to public infrastructure and private properties. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer the party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section VII above. Either party may change its Administrator at any time by delivering written notice of the party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary in order to carry out this Agreement. Any real or personal property used by either party in connection with this Agreement will be acquired, held, and disposed of by that party in its discretion, and the other party will have no joint or other interest herein.

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

THE COUNTY:

By _____
County Executive

THE DISTRICT:

By **Don Bailey** _____ Date _____
Digitally signed by Don Bailey
Date: 2024.12.22 19:37:12 -08'00'

Title: Chairperson

Approved as to Form:
Richmond, _____
Christina
Digitally signed by Richmond, Christina
Date: 2024.11.18 08:53:08 -08'00'

Deputy Prosecuting Attorney

Approved by Risk Management:
Barker, Sheila _____
Digitally signed by Barker, Sheila
Date: 2024.12.26 10:07:07 -08'00'

Risk Management Designee

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

FLOOD DAMAGE REDUCTION GRANT APPLICATION 2024

Name of Applicant MARSHLAND FLOOD CONTROL Date JUNE 10, 2024

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

Contact Person for Project Coordination GARY BRANDSTETTER

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

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

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

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

Work to be performed by: Contractor Owner District City Other

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

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

Signature of Authorized Representative of Applicant:

Don Bailey Date: June 10, 2024

Don Bailey, Chairperson
(Title)

Attach additional pages as needed.

NARRATIVE

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

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

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

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

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

MARSHLAND'S GRANT MATCH

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

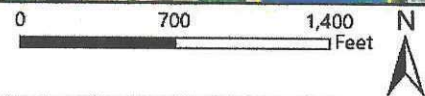
Figure 3-28
Proposed Action Cut/Fill Areas



Source: Aviation, 2018; ESRI, 2023; RS&H, 2023.

- Flood Control Levee
- Proposed Drainage Culvert
- Fill
- Cut
- Regulatory Floodway
- Proposed Airfield Pavement
- Removed Impervious Area
- Airport Property
- Harvey Property
- Study Area

Category	Area (ac)
Cut	29.67
Fill	3.58
Harvey Property	208.87



Note: The relocation of Airport Way is considered a public work in accordance with applicable sections of the Snohomish County Code. As a result, the roadway relocation is not subject to the allowable density and allowable obstruction requirements of the density fringe floodplain. The roadway relocation is not shown for clarity.

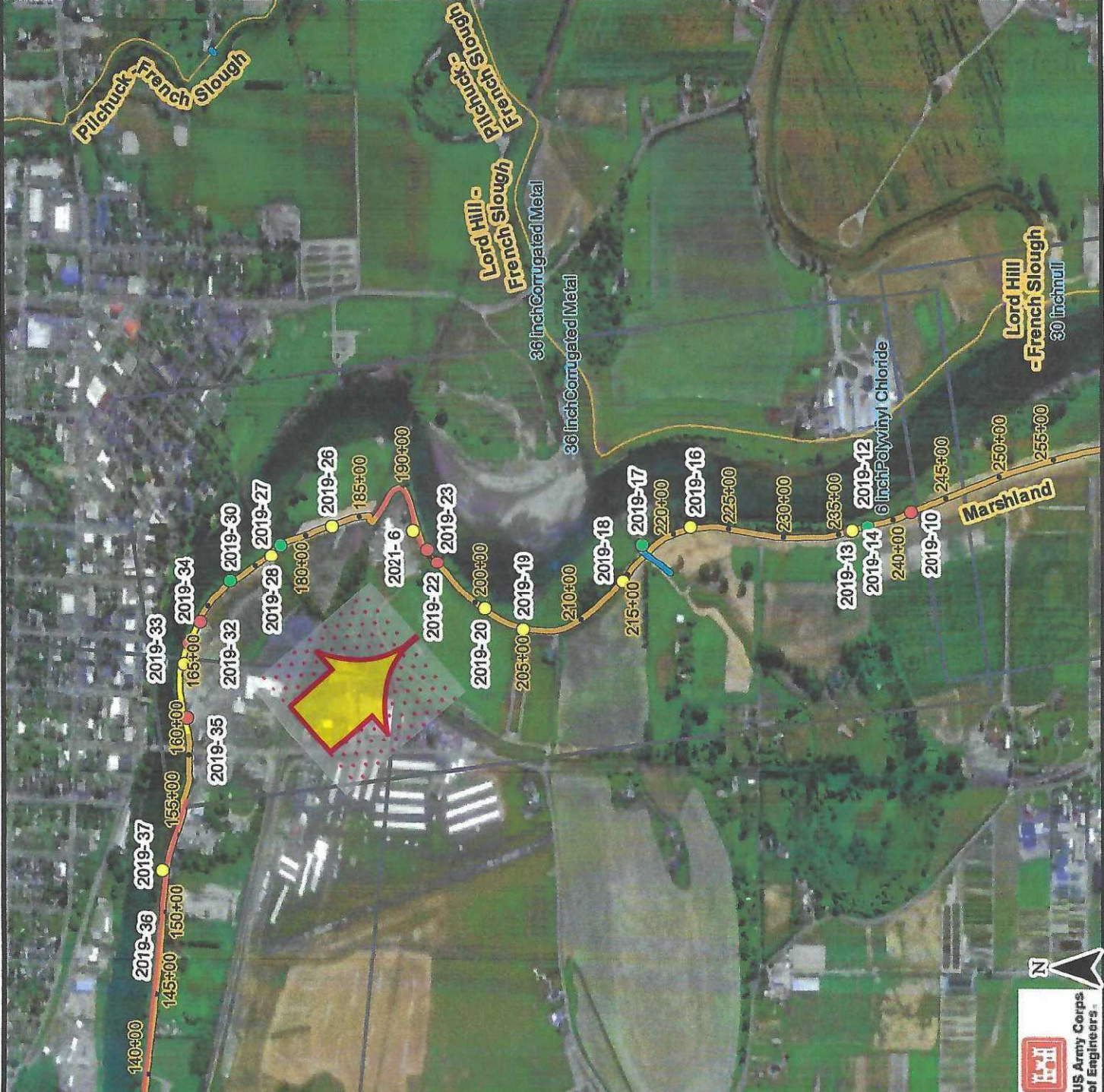
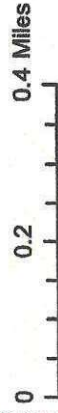
Levee Inspection Map

Levee segment

Location: Snohomish River, Snohomish County, WA
 Inspection type: ROUTINE
 Inspected by: B. Mowrey, J. Nowak, S. Koirala
 Inspection date(s): 05 Feb 2021
 Map created: 17 June 2021

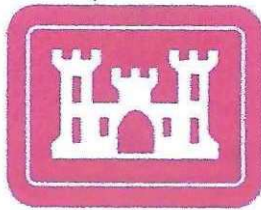
Observation Points

- Acceptable
 - Minimally Acceptable
 - Unacceptable
 - Not Applicable
- ### Observation Lines
- Acceptable
 - Minimally Acceptable
 - Unacceptable
 - Not Applicable
- ### Levee Features from NLD
- Stations
 - Centerline
 - Culvert



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

FOR OFFICIAL USE ONLY



NORTHWESTERN DIVISION PIR APPROVAL

Federal Project
 Non Fed Project

Project: Marshland Levee

PIR Received From: USACE Seattle District

Date: 23 Feb 2024

City/County/State: Snohomish, WA

CWIS #: 445143

Estimated Costs:

Engineering & Design: \$151,800

Construction Costs: \$1,265,100

Federal Share: \$1,012,100

Non-Federal Share: \$253,000

NWD PIR Review Team:

FCCE PgM: Erik Lowe

Levee Safety: Glen Bellew

Addl Engineering: NA

Economist: Thomas Topi

Environmental: Aaron Quinn

Legal: Amanda Kranz

Total Estimated Costs: \$1,416,900

Benefit/ Cost Ratio: 4.37:1

Approved

BG Geoff Van Epps, Commander, NWD

2024.03.05

08:35:16 -08'00'

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

Marshland Levee



Site Visit
Fiscal Year 2024

Details

NLD Segment ID: 5504000169
Location: Snohomish County,
Washington

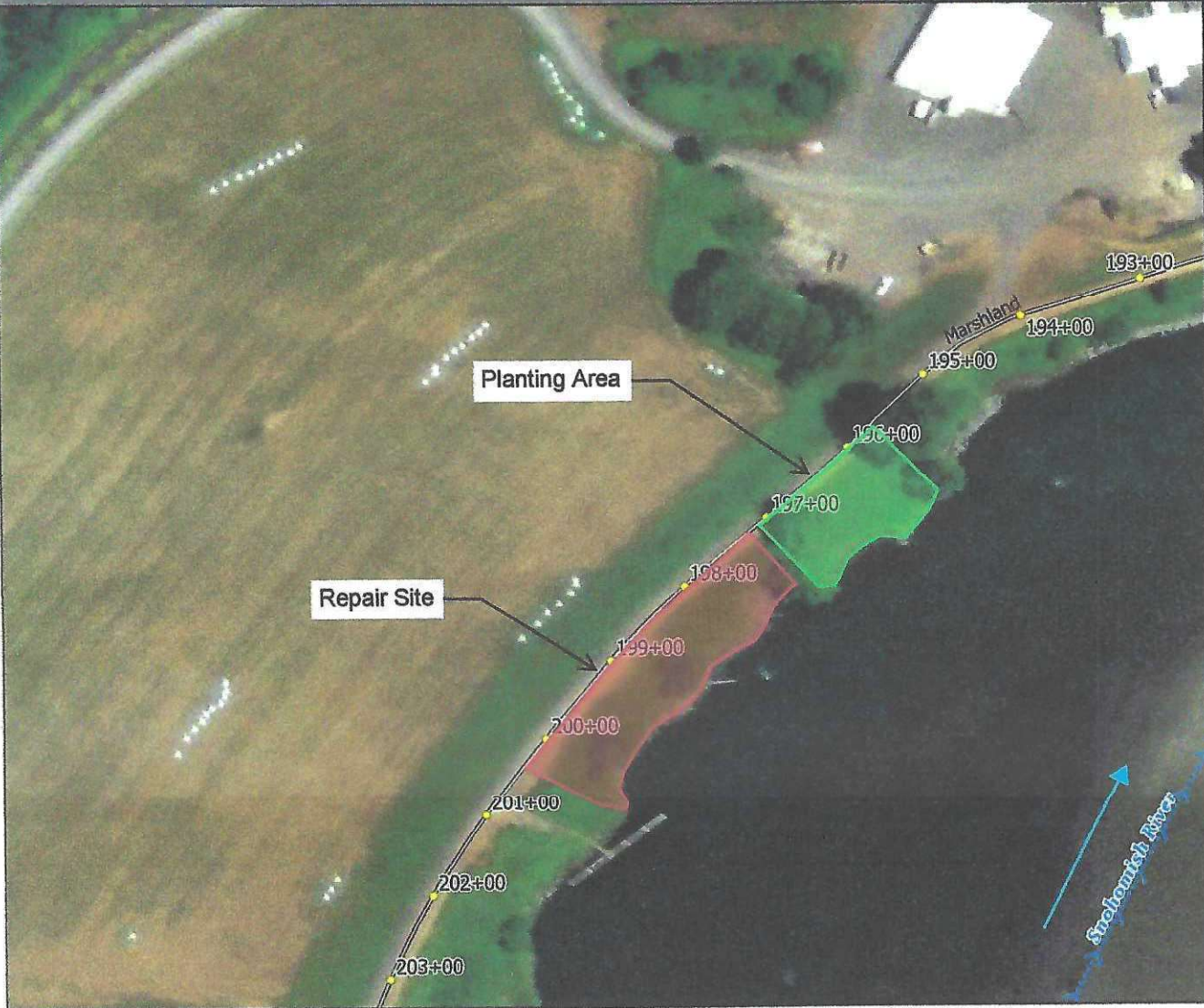
Legend

- Levee Stations
- Centerline

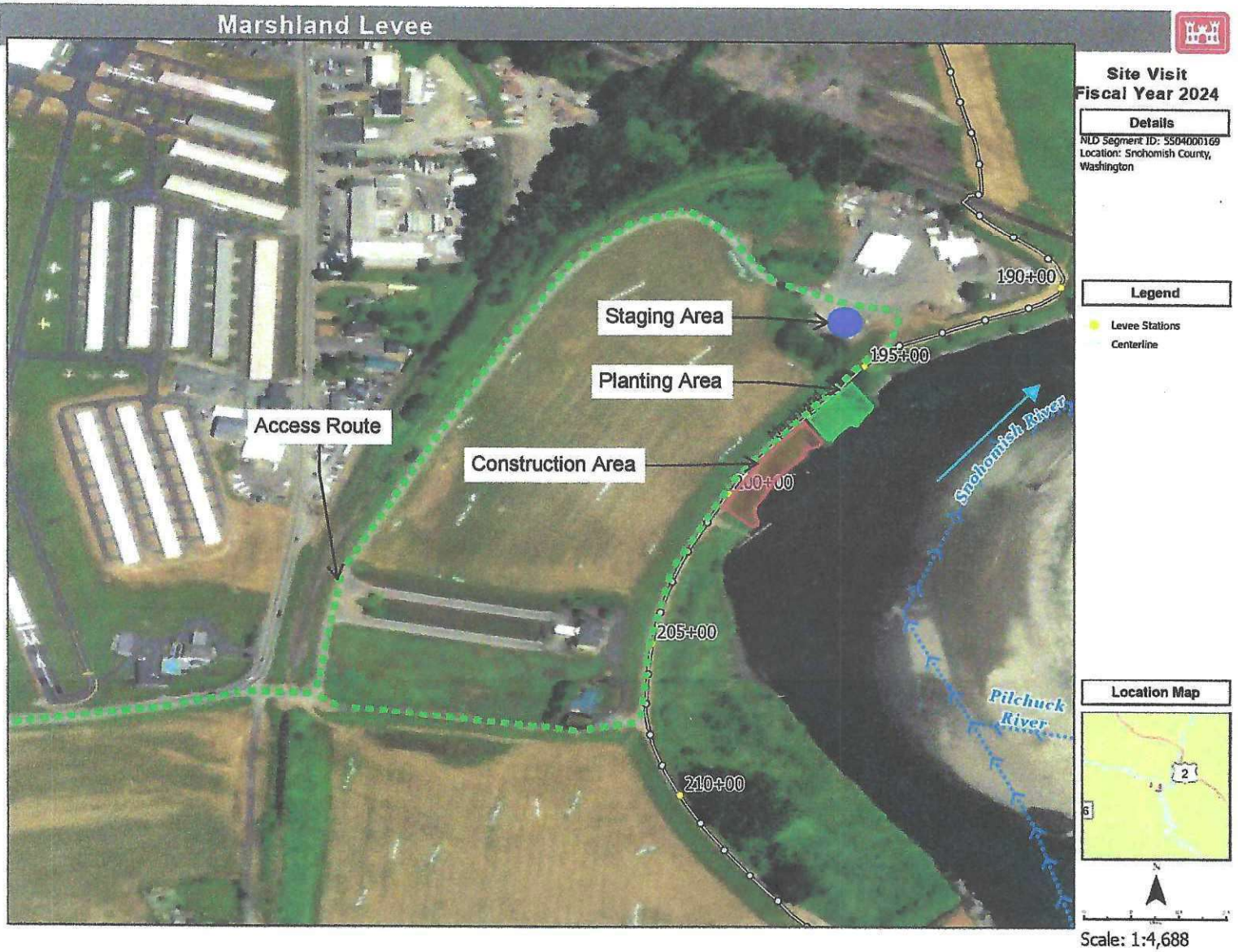
Location Map



Scale: 1:1,891



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



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

APPENDIX D – DAMAGES



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



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

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



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



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

