

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

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND STILLAGUAMISH 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 Stillaguamish 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 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 project cost of One Hundred Fifty Thousand Dollars (\$150,000); 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. Church Creek Tide Gate Replacement, 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
Church Creek Tide Gate Replacement	\$150,000	\$150,000	\$75,000	\$18,750
TOTAL	\$150,000	\$150,000	\$75,000	\$18,750

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. Stillaguamish 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 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.

Stillaguamish Flood Control District
23224 Marine Dr
Stanwood, WA 98292
Attn: Chuck Hazleton, 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 15:32:57
-08'00'
County Executive

THE DISTRICT:

By Chand Negleton
Title: Chair

Approved as to Form:

Hart, Alethea Digitally signed by Hart, Alethea
Date: 2022.12.06 12:34:24
-08'00'
Deputy Prosecuting Attorney

Approved by Risk Management:

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

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

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

Exhibit A
STILLAGUAMISH FLOOD CONTROL DISTRICT
2022 APPLICATION FOR FLOOD DAMAGE REDUCTION GRANT

FLOOD DAMAGE REDUCTION GRANT APPLICATION 2022-Amended

Name of Applicant Stillaguamish Flood Control District Date May 23, 2022

Mailing Address: Chuck Hazleton, 23224 Marine Dr, Stanwood, WA 98292 or

Henry E. Lippek, 1626 N 52nd St., Seattle WA 98103

Contact Person for Project Coordination:

Chuck Hazleton, 360 652-9233, eagletreefarm@frontier.com (Commissioner/Chair) or

Henry E. Lippek, 206 632-1626, lippek@aol.com (administrative services, legal advisor)

Location of Project (attach Map): Map attached (coordinates 48.23391, -122.35220)

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

This project is to replace the failed Church Creek three tubes and associated tidegates located off Marine Dr. This project will open native fish passage, now blocked by the existing failed 4' diameter tubes. The project is within the boundaries of the Flood District in unincorporated Snohomish County that will provide ongoing flood protection to County roads, including arterials, and the citizens of Snohomish County. The grant here applied for is urgently needed as this project exceeds the financial resources of the Flood District. Attached are easements, maps, photos, and certificate of liability insurance. The project is consistent with applicable flood reduction and habitat conservation plans. The project will prevent flooding on an estimated 250 acres of prime commercial ag lands.

Amended Estimate of Project Cost: \$150,000 Applicant Grant Match: \$37,500

Work to be performed by: District Commissioners, volunteers and independent contractor

Required Project Permits. Please list, or attach, documentation of exemptions. The Flood District has property-owner consent and easements to perform this work. This Project is a qualifying restoration project not subject to environmental review nor local or state permits or approvals other than the HPA issued by WDFW under the pilot program established pursuant to Engrossed 2nd Substitute House Bill 1382 signed by the Governor on April 16, 2021

Estimated start date: August 1, 2022 Estimated completion date: December 31, 2022

Signature of Authorized Representative of Applicant:

Chuck Hazleton Date: May 23, 2022

Chuck Hazleton, *Commissioner/Chair*





