

**INTERLOCAL AGREEMENT FOR
THE ADMINISTRATION OF THE
SKAGIT COUNTY FLOOD CONTROL ZONE DISTRICT**

PREAMBLE

THIS AGREEMENT (“Agreement”) is entered into pursuant to Chapters 86.15 and 39.34 of the Revised Code of Washington (RCW), by and between the local diking districts, municipal county and city governments signing this Agreement, that are located in Skagit County lying wholly or partially within those areas of the Skagit and Samish River watersheds that are within the boundaries of the Skagit County Flood Control Zone District as shown in Appendix A (collectively the “Parties”).

The Parties share interests and responsibility for addressing flood hazard reduction planning, river facility project construction and repair, and maintenance and operation of critical flood protection facilities within the Skagit and Samish River watersheds, and wish to provide for planning, funding and implementation of programs, activities and projects therein.

It is the purpose of this Agreement to extend and renew the principles embodied in the 1970 Resolution #5325 which created the Skagit County Flood Control Zone District and the 1989 Skagit County Comprehensive Flood Control Management Plan in order to provide a coordinated program for achieving the goals contained in these two documents. The Parties further agree that flood hazard reduction, flood warning and emergency response, and integrated resource management is best achieved throughout Skagit County through multi-jurisdictional coordination as provided for in this Agreement.

The Skagit County Flood Control Zone District is a quasi-municipal corporation of the State of Washington, authorized by Chapter 86.15 RCW, which provides a permanent and reliable regional funding source to accomplish the following purposes: to repair and maintain flood protection facilities; authorize the construction, extension, enlargement or acquisition of dikes and levees, drain and drainage systems, dams or reservoirs or other flood control improvements; to implement Skagit County’s comprehensive flood hazard reduction plan for the Skagit County Flood Control Zone District; and to coordinate with federal, state and other local

agencies for floodplain management, disaster response, and the protection and restoration of habitat for threatened and endangered salmonid species.

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning stated below:
 - 1.1 **JURISDICTIONS (“PARTIES”):** The governments participating in this Agreement as Parties are the County of Skagit and the Cities of Anacortes, Burlington, Mount Vernon, Sedro-Woolley, Towns of Concrete, Lyman, Hamilton, LaConner and Diking Districts #1, 3, 4, 5, 8,9,12, 17,19,20,22,25.
 - 1.2 **BOARD OF SUPERVISORS:** Pursuant to Chapter 86.15.050 RCW, the Skagit County Commissioners are the Board of Supervisors of the Skagit County Flood Control Zone District.
 - 1.3 **EXECUTIVE COMMITTEE:** The Executive Committee referred to herein is the governing body responsible for providing advisory policy guidance and recommendations under the terms of this Agreement, as more fully set forth in Section 4.1 below. The membership of the Executive Committee shall consist of the following: (ADD – note that the committee cannot exceed 15 members per RCW). The Executive Committee is responsible for reviewing and providing recommendations on the Skagit County Flood Control Zone District’s annual budget and work program and other related matters as may come before this Committee, and for providing recommendations on these matters, as appropriate, to the Board of Supervisors.
 - 1.4 **TECHNICAL COMMITTEE:** The Technical Committee referred to herein is the cooperative body composed of the public works or department directors and/or their designated representatives of each of the Parties, and any other persons who are deemed by consensus of the Parties to be appropriate participants in addressing the cooperative administration of the Skagit County Flood Control Zone District and its annual work program and budget, as more fully set forth in Section 4.2 below. The Technical Committee is the body responsible for recommending actions to the Executive Committee related to flood hazard reduction planning and project implementation, and other basin-wide activities directly related to the purposes of the Skagit County Flood Control Zone District and the terms of this Agreement.

- 1.5 **SKAGIT COUNTY FLOOD CONTROL ZONE DISTRICT (“DISTRICT”)**: This district is a quasi-municipal corporation and independent taxing district authorized for the purposes contained in Chapter 86.15 RCW.
 - 1.6 **ADMINISTRATOR**: Administrator, as used herein, means collectively the employees, specialists, technicians, fiscal agents and other personnel supplied by Skagit County to and for the administration of the Skagit County Flood Control Zone District in accordance with Chapter 86.15 RCW and the administration of the activities and purposes undertaken pursuant to the terms of this Agreement.
 - 1.7 **AD VALOREM TAX LEVY**: The ad valorem tax levy, which is based upon the total assessed valuation of property within the District, is the revenue source used to fund the flood hazard reduction planning, facilities operation and maintenance, and project and program implementation within the Skagit County Flood Control Zone District.
2. **PURPOSES**. The purposes of this Agreement include the following:
- 2.1 Continue to provide a vehicle for interagency coordination and cooperation among the Parties on flood hazard reduction planning, programs and projects within the Skagit County Flood Control Zone District.
 - 2.2 Continue to provide integrated policy and technical advisory input to the Skagit County Flood Control Zone District through the Executive and Technical Committees.
 - 2.3 Develop and implement contemporary standards and procedures for operating, maintaining and repairing flood protection facilities within the Skagit County Flood Control Zone District to maximize public health and safety.
 - 2.4 Provide a coordinated interjurisdictional mechanism to: (a) more efficiently and effectively implement flood hazard reduction measures and programs in the Skagit County Flood Control Zone District; (b) cooperate with federal, state, local, and other agencies and parties having jurisdiction and/or resources to support enhanced flood hazard reduction in the Skagit County Flood Control Zone District; and (c) coordinate and improve flood warning, emergency response and disaster recovery with the Federal Emergency Management Agency, the U.S. Army Corps of Engineers, the Washington State Emergency Management Division, and, as appropriate, other federal, state and local agencies.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by the XX (XX) eligible jurisdictions within and representing the geographic areas comprising the Skagit County Flood Control Zone District, as authorized by each jurisdiction's governing body. Upon the effective date, this Agreement shall remain in effect for a term of ten (10) years; provided, however, that this Agreement may be extended for any such additional terms as the Parties may agree to in writing, in accordance with the Amendment provisions of Section 11 below.

4. **ORGANIZATION AND RESPONSIBILITIES OF SKAGIT COUNTY FLOOD CONTROL ZONE DISTRICT.** The Parties to this Agreement hereby agree to participate in and promote the purposes of the Skagit County Flood Control Zone District and to establish an Executive Committee as the governance structure for promoting and implementing the purposes of this Agreement, and a Technical Committee for promoting and implementing the purposes of this Agreement. These committees will be staffed by Skagit County, which is the Administrator of this Agreement, and which is also the Administrator of the Skagit County Flood Control Zone, under the provisions of Chapter 86.15 RCW.

4.1 ***Skagit County Flood Control Zone District Executive Committee.*** The Executive Committee shall:

4.1.1 Select from among its members a chairperson to chair the Executive Committee and to oversee and conduct its meetings; select a vice-chairperson to perform the functions of the chairperson in the event of the chairperson's absence; and adopt rules and procedures for the Executive Committee's operations.

4.1.2 Meet at least annually, no later than October 15 of each year, to review the status of the then current year's flood reduction budget and work program, and to make budget and work program recommendations for the following calendar year. The Executive Committee shall forward their budget and levy rate recommendations for the following year to the Skagit County Flood Control Zone District's Board of Supervisors no later than October 31 of each year, and shall also make recommendations on other program and financing proposals as may come before the Executive Committee.

4.1.3 Adopt other rules and procedures necessary for the implementation of this Agreement.

4.2 **Skagit County Flood Control Zone District Technical Committee.** The designated representatives of each of the Parties to the Technical Committee will undertake the responsibilities identified immediately below. Representatives from other municipalities and resource agencies may also participate in Technical Committee meetings and activities based on consensus of the Parties and on an as needed basis. The Technical Committee shall:

4.2.1 Meet at least six times per year and be responsible for the following primary responsibilities and activities:

- Carry out the directives of the Executive Committee.
- Formulate and recommend the annual work program and budget for the Skagit County Flood Control Zone District for consideration by the Executive Committee.
- Establish and recommend the Skagit County Flood Control Zone District program priorities.
- Review all policy questions and technical issues relevant to the annual work program and budget.
- Make recommendations to the Executive Committee on work program and budget initiatives including revenue enhancements and the annual levy rate for the Skagit County Flood Control Zone District.
- Review and coordinate all other matters that may come before the Technical Committee.

4.2.2 Coordinate flood emergency preparedness, response and post-disaster recovery throughout the Skagit County Flood Control Zone District.

4.2.3 Work directly with the U.S. Army Corps of Engineers to coordinate dam operations and other flood damage reduction programs and projects.

4.3 **Skagit County Flood Control Zone District Administration.** In accordance with and as authorized by Chapter 86.15 RCW, Skagit County shall administer the Skagit County Flood Control Zone District and serve as the lead administrative and technical agency for the Executive and Technical Committees under this Agreement. The Administration of the affairs of the Skagit County Flood Control Zone District shall be provided by the County Engineer. The

Engineer may appoint such deputies and engage employees, specialists and technicians as may be required by the Skagit County Flood Control Zone District as are authorized by the Skagit County Flood Control Zone District's budget.

Skagit County further agrees to:

Administration and Budget

- 4.3.1 Present for review by the Technical and Executive Committees the Skagit County Flood Control Zone District's annual work program and budget.
- 4.3.2 Use funds raised within the boundaries of the Skagit County Flood Control Zone District in a manner consistent with the purposes of Chapter 86 RCW and the annual Resolutions authorized by the Board of Supervisors that establish the annual budget and work program for the Skagit County Flood Control Zone District.
- 4.3.3 Distribute an annual report to the Technical Committee by May 31 of each year accounting for the revenue, expenditures and work accomplished by the Skagit County Flood Control Zone District during the previous year.
- 4.3.4 Pursue to the fullest extent practicable all federal, state and local funding opportunities, grants and disaster assistance funding for the Skagit County Flood Control Zone District'.

5. **TERMINATION**. This Agreement may be terminated by any party, as to that party only, upon sixty (60) days' written notice to the other Parties. The terminating party shall remain fully responsible for meeting all of its obligations through the last day of the sixty day notice period.

6. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions that may occur in relation to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party,

by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 5.

7. **NO ASSUMPTION OF LIABILITY**. Except as otherwise specifically provided for herein, the Parties do not intend to assume any responsibility, risk or liability of any other Party to this Agreement, or with regard to any other Party's duties, responsibilities or liabilities under federal, state or local laws or regulations.
8. **VOLUNTARY AGREEMENT**. It is acknowledged and agreed by each Party that this Agreement has been entered into on a voluntary basis and that no obligations other than those provided for in this Agreement are being assumed by any Party as a result of entering into this Agreement. This Agreement does not create, supplant, preempt or supercede the existing authority or jurisdiction of any of the individual Parties.
9. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing contained in this Agreement is intended or shall be construed to preclude any one or more of the Parties from funding or implementing any work, activities or projects associated with any of the purposes addressed by this Agreement through separate agreement or action, provided that any such agreement or action shall not impose any funding, participation or other obligation of any kind on any other Party, which is not also a party to such agreement or action.
10. **NO THIRD PARTY RIGHTS**. Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in or any liability to any third party, including but not limited to the members of the Executive Committee and Technical Committee in their individual capacity, any agency or department of the United States government or the State of Washington, or any other entity or person not a Party to this Agreement.
11. **AMENDMENTS**. This Agreement may be amended only by the unanimous written consent of all of Parties. Any such amendment shall require approval by the governing

body of each of the Parties.

12. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been approved for execution by appropriate action of each Party's governing body.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day
of _____, 2005.

CITY OF BURLINGTON

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF MOUNT VERNON

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF ANACORTES

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF SEDRO-WOOLLEY

By: _____
Its:

Approved as to form:

By: _____
City Attorney

SKAGIT COUNTY

By: _____
Its:

Approved as to form:

By: _____
Skagit County Attorney

Others?

APPENDIX A:
SKAGIT COUNTY FLOOD CONTROL ZONE DISTRICT MAP

