

**SNOHOMISH COUNTY COORDINATED DIKING COUNCIL
INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into on the 1st day of September, 2010 by and between the undersigned Districts (Diking, Drainage or Flood Control) and persons with private dikes, located on the Snohomish River or its sloughs between Thomas' Eddy and Puget Sound, hereinafter referred to as "parties" to this agreement.

Each organized District is to be considered a "party" and all persons with a private dike, as a group, shall be considered a "party". "Individual" or "individuals" shall refer to the Commissioners of an organized District or to specific owners of private dikes.

PREAMBLE

It is the purpose of the parties to form a voluntary association of the organized flood control, diking and/or drainage districts and any private dike owners who agree to be governed by the terms of this agreement. Said association shall be called the Snohomish County Coordinated Diking Council (hereinafter referred to as "CDC").

RECITALS

WHEREAS, it is agreed by the parties that there is a need to coordinate their respective duties and to accomplish their separate responsibilities in the light of the need of the whole, and

WHEREAS, each of the governmental entities is authorized to enter into this agreement pursuant to RCW 39.34.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed:

I. PURPOSES OF THE CDC

- 1.1 Identify common concerns and coordinate support for projects, which are mutually beneficial to the parties.
- 1.2 Identify points of controversy between the parties and help negotiate solutions.
- 1.3 Serve as a contact agent for coordinating the efforts of the USDA Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (COE), Snohomish Conservation District, the State of Washington and Snohomish County regarding flood control and drainage management.

II. DUTIES OF THE CDC

- 2.1 The CDC shall, by consensus, adopt goals and policies of a general nature by which the parties shall be governed. These goals and policies shall be reviewed by the CDC at its discretion or at the request of a single party.
- 2.2 The CDC shall review and examine differences between parties when necessary, hold an informal hearing at which the positions of the various parties are presented and render decisions by consensus, which are just and reasonable, recognizing that financing often dictates the time frame for compliance.

2.3 The CDC shall establish standards for dike construction and dike maintenance and specifically with attention to coordinated standards for dike heights.

III. COMPOSITION OF THE CDC

3.1 The CDC shall consist of the Commissioners from each District and one owner of each private dike. Representation of a District may not be delegated.

3.2 There shall be a chairman, a secretary and a treasurer of the CDC. Any one person can hold any two of these offices at the same time. Officers shall be elected to a term of 3 years. Election of officers shall be held at a meeting called by the chairman prior to the expiration of his/her term. The chairman does not have to be a commissioner of a District or a private dike that is party to this agreement, but either the secretary or the treasurer must be such a member.

3.3 The Executive Committee, composed of the Chairman, Secretary and Treasurer of the CDC shall function as an administrative board to fulfill any administrative functions of the CDC.

3.4 While most members of the CDC are governed by NRCS Standards, Diking District 5 (Smith Island) is governed by the Corp of Engineers PL84-99 program and is subject to that program's standards and inspection criteria.

IV. CONSENSUS PROCEDURES

4.1 When the CDC takes a position or renders a decision by consensus, it shall be under the following conditions:

A. A quorum of $\frac{3}{4}$ of the parties to this agreement must be present. No more than one party (by majority vote of its Commissioners) or more than 4 individuals shall express dissent to the general opinion.

V. DUTIES OF MEMBER PARTIES

5.1 All parties to this agreement agree to financially support the CDC in its operation. A budget will be adopted to cover the expenses of the CDC as necessary. Assessment statements to cover such budget will be sent each party based on the following formula:

Private dikes as a group and Districts 2, 3, 4, 5, and 13 – one unit.

District 1, Marshland and French Slough – one and one half units.

5.2 Member parties agree that the Snohomish River Comprehensive Flood Control Management Plan (approved and adopted by the CDC and Snohomish County Council in December 1991) establishes the levee heights for all districts. Parties agree to bring project proposals that vary from the SRCFCMP before the CDC to be reviewed for compliance with the goals and policies of the CDC.

5.3 Should it be determined that the project does not comply, after repeated attempts to find sufficient support for a project or to reach an acceptable compromise within the CDC, then notification of the CDC's consensus decision could be made by the opposing party (ies) to the NRCS, COE, SCD, Snohomish County, Washington State and/or the press as a means of ensuring such compliance with CDC goals and policies.

5.4 If it becomes necessary to enforce this agreement against any of the parties, the party not prevailing shall pay all costs and reasonable attorney's fees.

5.5 All District parties shall notify their constituent property owners of terms and conditions imposed upon them pursuant to this agreement.

VI. DURATION OF THIS AGREEMENT

- 6.1 This agreement shall remain in full force and effect until December 31, 2020.
- A. Termination. At five-year intervals, the CDC may conduct a review of the activities of the CDC and evaluate the need for continuation of this agreement. Based upon this evaluation, the CDC shall recommend to the parties: extension, termination, or other such modification to this agreement as are deemed necessary to implement the agreement.
 - B. Withdrawal. Any party may withdraw from this agreement at any time upon 365 days written notice to all of the parties.
 - C. Renewal. This agreement may be renewed for another 20 years at any meeting in the final year of the agreement by a plurality vote of the parties present. A quorum of parties must be present at the meeting.

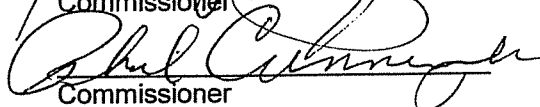
VII. HOLDING AND DISPOSAL OF PROPERTY

- 7.1 In the event the CDC obtains property, either real or personal, title to that property may be held in the name of any one of the member parties as long as the CDC, by resolution, acknowledges the procurement of the property and title will be held in the name of the member party, as trustee. Any property so held, in trust, shall be subject to the direction of the CDC by proper action undertaken pursuant to this agreement.
- 7.2 At termination of this Agreement, any accumulated property of the CDC shall be liquidated and the funds obtained from such liquidation shall be distributed pro rata to each of the, then, member parties.
- 7.3 Any property, which is disposed of prior to the termination of this Agreement, shall be liquidated and the funds so obtained shall be redistributed to the parties as the funds were originally collected
- 7.4 In Witness whereof, the undersigned parties have executed this agreement on the 15th day of September 2010.

Dike Improvement District #1


Commissioner


Commissioner


Commissioner

Diking District #2


Commissioner


Commissioner


Commissioner

Diking District #3

Melie Sekeasias
Commissioner

Dan Christofferson
Commissioner

[Signature]
Commissioner

Diking District #4

Kiran B. Puckett
Commissioner

Jerry L. Mansfield
Commissioner

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Commissioner

French Slough Flood Control District

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Commissioner

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Commissioner

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Commissioner

Marshland Flood Control District

Don Bailey
Commissioner

Mari R. Jones
Commissioner

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Commissioner

Drainage Improvement District #13

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Commissioner

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Diking District #5

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Commissioner

Private Dike

Private Dike