

# King County Flood Control District Semi-Annual 2021 Performance Report

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October 2021



**King County**

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## II. Flood Control District Resolution 2021-06 Text

This semi-annual report is required by an Interlocal Agreement (ILA) between King County and the King County Flood Control District, which was amended and approved by [Ordinance 19317](#) and [FCD Resolution 21-06](#). The entire text of the ILA can be found in Appendix A, with relevant language in Section 11.1 excerpted here:

- 11.1. The County shall submit financial and performance reports to the District by April 30 and October 31 of each year, outlining and summarizing implementation of the annual work program, in a form and general content approved by the District Executive Director. The reports shall generally reflect County budgetary practices and BARS requirements.

## III. Executive Summary

This report provides the King County Flood Control District's (District) Board of Supervisors with the status of work completed by the River and Floodplain Management Section (RFMS) of the Water and Land Resources Division (WLRD) of the Department of Natural Resources and Parks (DNRP), as the primary Service Provider to the District, from the second and third quarters of 2021.

The report details accomplishments and progress within RFMS's five core program areas during the reporting period:

- **Structural Protection:** Expedited pace of capital project delivery continues with eight projects under construction.
- **Hazard Identification and Mitigation:** Planned a public meeting for the fourth quarter (date to be determined) to review the draft Greenwater River Channel Migration Zone (CMZ) study and map, while the Lower Snoqualmie CMZ study continues field work and technical analyses. Completed field investigations for the Raging River, Tolt River, and South Fork Snoqualmie study areas for the Levee Breach Analysis with technical analyses underway.
- **Flood Warning Program:** Preparation and training is underway for the upcoming 2021-2022 Flood Season. Additionally, WLRD has continued efforts to secure federal damage reimbursement following the flood disaster in February 2020.
- **Asset Management:** Inspected 181 facilities within the RFMS River Facility Inventory as of August 2021.
- **Risk Reduction through Partnerships:** Cities and other regional partners continue to make progress on engineering design, permitting, acquisition, and construction for contracted flood protection capital improvement projects and projects supported with District grant funding.

Following a record year for capital project design and construction, WLRD has continued to make strong progress in each of its core program areas to deliver exceptional flood risk reduction benefits to the community as service provider to the District. Staff continue to adapt and innovate through the global pandemic and address evolving needs for facility inspection, construction, and field work. WLRD has maintained the pace of construction set in 2020 resulting in increased delivery of flood risk reduction services to the public.

The District's 2021 Adopted Budget (Appendix B), Operating Expenditures (Appendix C), and Capital Expenditures (Appendix D) between April and September 2021 are attached.

## IV. Background

**Department Overview:** The Department of Natural Resources and Parks (DNRP) works in support of sustainable and livable communities and a clean and healthy natural environment. Its mission is to foster environmental stewardship and strengthen communities by providing regional parks, protecting the region's water, air, land, and natural habitats, and reducing, safely disposing of, and creating resources from wastewater and solid waste.

The Water and Land Resources Division (WLRD) manages stormwater for unincorporated areas, supports three salmon recovery forums, acquires open space, restores salmon habitat, monitors water quality, controls noxious weeds, and provides economic and technical support for forestry and agriculture. As service provider to the District, WLRD works to reduce flood risks and restores rivers and floodplains. In addition, WLRD operates the County's Environmental Lab and Science sections, which provide environmental monitoring, data analysis, and management and modeling services to partners, jurisdictions, and residents throughout the region. The King County Hazardous Waste Management Program—a collaborative effort between the County and its municipalities—is also part of WLRD.

**Historical Context:** The Metropolitan King County Council created the District in 2007 as a special purpose government, providing funding and policy oversight for flood hazard reduction projects and programs in King County. WLRD is the main service provider to the District consistent with an Interlocal Agreement between King County and the District.

**Current Context:** WLRD's work program for the District is comprised of five core program areas. This report provides the District's Board of Supervisors with the status of work completed from April through October 2021 for each core program area:

- Structural Protection – *Reducing flood risks through physical changes to riverine function.*
- Hazard Identification and Mitigation – *Identifying risks and removing people from harm.*
- Flood Warning Program – *Distributing information about flood conditions and self-protection methods.*
- Asset Management – *Protecting public investments in flood risk reduction facilities and properties.*
- Risk Reduction Through Partnership – *Supporting regional partners to reduce risk.*

**Report Methodology:** The semi-annual report was developed by WLRD staff. Data was gathered from program leads and subject matter experts to provide an update on the District's adopted work program. The report leverages information from monthly invoice summaries to the District, quarterly deliverable reports, and monthly facility inspection updates.

## V. Report Requirements

The ILA between the District and King County requires the County to submit a financial and performance report to the District by April 30 and October 31 of each year. The report outlines and summarizes flood risk reduction activities in the District's adopted annual work program. The report is organized to reflect

the five core work program areas described above, with highlights of completed milestones, and the status of on-going work. The budgetary and financial reports included in the appendices reflect County budgetary practices, as well as the State Auditor’s Office Budget, Accounting, and Reporting System (BARS) requirements.

### A. Structural Protection

Structural protection projects improve levees and revetments to reduce flood risk to people, property, and the region’s economy. The 2020 annual report described WLRD’s record-setting construction year made possible by increased capital project delivery capacity authorized by the District. In 2021, this expedited pace continues with eight public safety projects under construction this season. These construction projects, along with other flood risk reduction projects in the planning and design phase, are highlighted below:

#### 2021 Capital Project Development and Implementation Activities

<b>Project Name and Location</b>	<b>Action</b>	<b>Purpose</b>	<b>Cost Estimate<sup>1</sup></b>
Lower Russell Setback Levee and Floodwall, Kent, Green River	2021 Construction (Phase 3)	Phase 3 construction of the new setback levee began in the second quarter of 2021. Construction is scheduled for completion in 2022. The project reduces flood risks to commercial and residential properties in the City of Kent.	\$54 million
Stuck River Revetment Repair, White River	2021 Construction	Complete mitigation in the fourth quarter of 2021 for the project that protects critical public infrastructure.	\$606,000
Black River Pump Station, Renton, Green River	2021 Construction (High Use Engines)	Construction of high-use engines, which pump water from Springbrook Creek into the Green River to reduce risk of flooding in the City of Renton during normal conditions, was initiated in the first quarter of 2021. The pump station also evacuates floodwaters should levees overtop during a flood event. Construction of pump 1 is scheduled to be completed in Q4 2021; pumps 2 and 4 will be completed in early 2022.	\$9.7 million
Timberlane Village, South Fork Skykomish River	2021 Construction	Construction began in September 2021 to protect a residential area.	\$600,000

<sup>1</sup> Cost estimates include planning, design, real estate, permitting, construction, post-project maintenance and monitoring, and contingency.

Reinig Road Revetment Repair (bank stabilization), City of Snoqualmie, Snoqualmie River	Construction 2021	Construction began in the third quarter of 2021 and is scheduled for completion in October. The project will protect Canyon Springs water main, Puget Sound Energy transmission line, and Reinig Road.	\$6.3 million
Galli/Dykstra Revetment, Auburn, Green River	Construction 2021	This project raises approximately 2,000 feet of the Dykstra revetment to provide uniform design containment for the City of Auburn. WLRD transmitted the 30% design to the District in the first quarter of 2021 and the 60% design in the second quarter. The total project cost was increased from \$770,000 to \$1.1 million in the mid-year budget revision, and construction began in September 2021.	\$1.1 million
Fort Dent Upstream 2021 Repair, Green River	Construction 2021	Construction for an emergency repair that impacts the Green River Trail began in August 2021.	\$400,000
SR 169 Flood Risk Reduction Project, Cedar River	Construction 2021	This project will replace undersized culverts under SR 169 and the Cedar River Trail that cause localized flooding and hazardous road conditions. Construction began in third quarter 2021 and is scheduled to be complete by October.	\$4.9 million
Herzman to Camp Freeman Project, Cedar River	Engineering design and permitting	Conduct engineering design and acquire property necessary for the construction of the Herzman Levee setback. <sup>2</sup> The project will protect SR 169, a regional trail, and a regional fiber optic line. Construction is scheduled for 2023. WLRD transmitted an alternatives analysis to the District in the second quarter of 2021.	\$6.5 million

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<sup>2</sup> A setback project moves the levee back from the edge of the river to create more space for flood water in the river channel.

Irwin Right Bank Revetment 2020 Repair, Issaquah Creek	Engineering design and permitting	This project will restore a damaged revetment that is a flood and safety risk to residences and the Issaquah-Hobart Road Southeast. WLRD transmitted an alternatives analysis in April 2021 followed by the 30% design and 90% design in June. Due to permitting timelines, construction shifted to 2022.	\$315,000
Jan Road Levee, Cedar River	Engineering design and permitting	The project provides flood risk reduction for the Jan Road neighborhood, and salmon habitat mitigation for large wood removal to address hazards to public safety and infrastructure on the Cedar River. In the second and third quarters of 2021, WRLD continued to work toward 60% design, which will be submitted to the District for approval. Construction is anticipated in 2022.	\$10 million
Momb Revetment 2020 Repair, Issaquah Creek	Engineering design and permitting	This project will repair a revetment that protects a neighborhood's sole access road from flood and erosion. WLRD transmitted a charter in second quarter and an alternatives analysis in third quarter 2021.	\$845,000
Old Jeffs Farm, Green River	Engineering design and permitting	Complete initial design to protect agricultural buildings and land from channel migration. Project on hold, pending decision from the District. Nothing new to report for reporting time period.	\$4.2 million
Pacific Right Bank Levee, Pacific, White River	Planning	Evaluation of environmental impact to support design development of a new Pacific Right Bank levee to increase flood protection for the City of Pacific in 2022. A preliminary draft environmental impact statement is in development, scheduled for late 2021.	\$31.8 million
Level of Service Analysis, Tolt River	Planning	Provided the District a comprehensive level of service recommendation for the Lower Tolt River levee system that provides increased flood risk reduction benefits to guide future facility designs and inform sequencing. Approved by the District in March 2021.	\$975,000

Maplewood Feasibility Study, Cedar River	Planning	Flood-landslide scenario risk analysis report transmitted in February 2021. Nothing new to report for reporting time period.	\$500,000
Holberg Feasibility, Tolt River	Planning	Provided briefing to the District and an alternatives analysis in the second quarter of 2021.	\$400,000
Stossel Long Term Repair, Snoqualmie River	Planning	Transmitted a charter for the Stossel Long Term Repair project in January 2021, and an outreach and communications plan for review in July 2021.	\$1.1 million
Circle River Ranch, Snoqualmie River	Planning	Held an online open house and two virtual meetings during the first and second quarters of 2021. The alternatives analysis is scheduled to be transmitted in the fourth quarter.	\$4.3 million
Gunter Levee Project, Green River	Planning	Finalized the outreach and communication plan with the District in the first quarter. This project will design and re-construct a levee with protection from a 500-year flood in the Lower Green River.	\$50.7 million
Fort Dent Levee Repair Project, Green River	Planning	Transmitted a charter in first quarter. The project will repair a damaged flood protection facility in the City of Tukwila.	\$3.5 million
Tabor-Crowall and Brodell Revetment Repair, Cedar River	Planning	Transmitted an outreach and communications plan in first quarter. The project will repair a damaged revetment and protect SR 169.	\$5.7 million
Cedar River Trail 5_5B, Cedar River	Planning	Transmitted a charter and an outreach and communication plan in the second quarter. The project will repair a levee that protects SR 169, the Cedar River Trail, and a regional fiber optic line.	\$1.5 million
Belmondo Levee 2020 Repair, Cedar River	Planning	Transmitted a charter and an outreach and communication plan in second quarter. The project will repair a levee that protects critical infrastructure including SR 169, the Cedar River Trail, and a regional fiber optic line.	\$724,000
Sammamish Capital Investment Strategy, Sammamish River	Planning	Briefing provided to the District in second quarter of 2021.	\$2.8 million

SR 203 Bridge Improvements, Tolt River	Planning	Transmitted a preferred alternative in September 2021. The feasibility study evaluated options to reduce highway flooding, including adding bridge spans, raising the highway and relocating the King County Parks parking area.	\$395,000
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\*Cost estimates include planning, design, real estate, permitting, construction, post-project maintenance and monitoring, and contingency.

## B. Hazard Identification and Mitigation

As part of the work program, WLRD has made progress in identifying hazard risks and removing people from potential harm. The summary below describes technical analyses conducted from April through October 2021, along with an update on home elevations and buyouts.

### Channel Migration Zone Mapping: Studying river movement across floodplains

WLRD continued technical analyses for two new Channel Migration Zone (CMZ) studies and maps for the Greenwater and Lower Snoqualmie rivers. The maps identify areas where the rivers have the potential to move laterally across their floodplain, which can undermine homes, roads, and infrastructure, wash away property, and threaten lives. The Washington State Shoreline Management Program ([WAC 173-26-221](#)) requires preparation of CMZ studies and maps. The maps help reduce risk to the public by serving as the basis for regulating land use in CMZ hazard areas within unincorporated King County.

Studies of each river included information from historical and present conditions, field observations, existing studies, Light Detection and Ranging (LiDAR), and analyses in a Geographic Information System (GIS).<sup>3</sup> WLRD has planned a public meeting to review the draft Greenwater River CMZ study and map in the fourth quarter of 2021, with the maps becoming effective in the first quarter of 2022. The Lower Snoqualmie River CMZ study will focus on further field work and technical analyses through 2021, with a public meeting planned for 2022.

In 2020, the District authorized WLRD to initiate work on updating CMZ information for Issaquah Creek. WLRD will prepare a work program description in the fourth quarter of 2021.

### Flood Hazard Studies and Mapping

In fall 2019, the District authorized WLRD to initiate work on updated floodplain analyses for six small creeks and the South Fork Skykomish River. Current data used to map hazards in these areas is 25 to 40 years old; new flood studies will produce more accurate and detailed floodplain maps based on current topography and engineering methods. The Federal Emergency Management Agency (FEMA) will also use the new study and mapping to update Flood Insurance Rate Maps.

WLRD anticipates holding a public meeting to present the draft flood hazard boundary mapping for the South Fork Skykomish River in the first quarter of 2022 using technical analyses and field data collected in 2020. WLRD initiated data collection on Newaukum Creek in 2020. Data collection was completed in early 2021 with technical analyses completed in the fourth quarter of 2021. A public meeting to present

<sup>3</sup> LiDAR is a method for measuring distances by illuminating the target with laser light and measuring the reflection with a sensor. Differences in laser return times and wavelengths can then be used to make digital 3-D representations of the target. LiDAR has terrestrial, airborne, and mobile applications.

the draft flood hazard boundary mapping is tentatively planned to occur in the first quarter of 2022. The public meeting process includes a public comment period to gather input from area residents. WLRD is scheduled to initiate studies of Jenkins, Little Soos, Seidel, and Covington creeks in 2021 and complete them in 2022. The Boise Creek study is on hold pending further direction from the District.

In 2020, the District directed WLRD to update flood hazard information for Issaquah Creek. WLRD submitted a work program description in May 2021 to describe the study effort, and consultant scope of work has now been developed and reviewed with the City of Issaquah.

### **Levee Breach Analysis**

Following the recommendations of the 2019 [Levee Breach Analysis for King County Rivers](#) Report, WLRD has made progress on a levee breach analysis mapping and risk assessment study along five river levee containment systems. WLRD completed the engineering consulting contracting process in January 2021, and in February consultant work began on detailed technical analyses and risk assessment of levee breaches in three of the five study areas. WLRD completed field investigations in the Raging River and Tolt River study areas in the spring and summer of 2021, and the South Fork Snoqualmie field investigations in September 2021. Technical analyses for all three levee containment systems are underway and staff anticipate finalizing a risk assessment of potential levee breaches for the Raging, Tolt, and South Fork Snoqualmie rivers in 2022.

### **Climate Change and Future Flooding Analysis**

Since 2018, WLRD has been working with the Climate Impacts Group at the University of Washington (UW) to evaluate how projected changes in rain and snowfall patterns could impact future river flooding. In November 2020, the UW published [Projecting Future High Flows on King County Rivers: Phase 2](#), which the District authorized in August 2019. The research suggests that flood flow frequency in unregulated rivers—the Snoqualmie, South Fork Skykomish, and the Green River above the Howard Hanson Dam—will increase over this century. UW will need to do additional research to evaluate whether the Howard Hanson Dam can manage flood risk associated with potentially higher flows. In March 2021 the District authorized a third research effort to expand the analysis to include the Cedar and White rivers, and WLRD entered into an agreement with the University of Washington for this third phase of work in August 2021.

### **Reducing Flood Risks through Home Elevations and Buyouts**

Home elevation assists property owners with the costs of raising the finished floor of a home above the 100-year flood elevation, substantially reducing the threat of future damage. This improvement allows residents to remain on the property and preserves existing local housing and neighborhoods. Elevation projects are most appropriate in areas that experience slower moving floodwaters that cause temporary inundation but are not forceful enough to cause structural damage. Eight home elevations are currently underway.

Home buyouts involve the voluntary sale of flood-prone properties and structures to King County. This is an appropriate strategy in areas of deep, fast-moving water or areas threatened by serious bank erosion. Buyouts can provide a permanent solution to the risks and damages of repetitive flooding, and significantly reduce the public costs associated with county, state, and federal agencies' emergency response actions. Buyouts can also offer the added benefits of providing additional storage and passage of flood water. In 2021 WLRD acquired 14.5 acres of property for \$3.25 million to permanently reduce flood risk to residents and residential structures. Another 28 property acquisitions are currently active.

In many cases, acquisition of this real estate is necessary for the District to complete planned capital construction projects to rebuild or set back levees

### **C. Flood Warning Program**

In preparation for the October start of the 2021-2022 Flood Season, staff have begun reviewing processes, procedures, documentation, and scheduled training for operation of the King County Flood Warning Center (FWC). Consistent with updates to flood warning procedures in 2020, the FWC operates remotely during minor flood events, or when no more than one river exceeds Phase 3 or is forecast to exceed Phase 3, and staff can work remotely with reliable power, internet connectivity, and computer functionality. The FWC operates from the King County Emergency Management (KCEM) building in Renton during moderate to major flood events. Co-location strengthens coordination with KCEM and provides a central location for vehicles used by Flood Patrol.

### **Damage Reimbursement from 2019-2020 Flood Season**

On April 23, 2020, a Presidential Major Disaster Declaration was issued for King County and 14 other counties in Washington. This is the 13th time King County has received a Presidential Major Disaster Declaration related to flooding since 1990. The declaration includes Public Assistance Program funding to support disaster response activities, including debris removal, emergency protective measures, and permanent repair or replacement of disaster-damaged revetments.

King County submitted information on 18 damage sites thought to be eligible for potential FEMA funding under the Presidential Major Disaster Declaration. Of these sites, 14 are on the Cedar River, two are on Issaquah Creek, and two are on the Green River. FEMA has indicated that most of the damages appear to meet eligibility requirements for a 75 percent federal cost-share. In 2021, King County is pursuing FEMA funding for ten projects that have a nexus with District-authorized projects (eight on the Cedar River and two on Issaquah Creek). The remaining eight sites were recently evaluated and three are recommended for submittal to FEMA for potential federal funding. WLRD is also receiving Rehabilitation Assistance from the U.S. Army Corps of Engineers (Corps of Engineers) under Public Law 84-99 for the repair of two levee systems on the Green River and one on the Middle Fork Snoqualmie River that were damaged in the disaster.

### **D. Asset Management**

As directed per Section 14 of [District resolution FCD 2020-22](#), WLRD has transmitted monthly status updates on facility inspections that reflect a comprehensive summary of the facilities within the RFMS River Facility Inventory (RFI). The inventory includes information about the most recent inspections, status of any follow-up actions identified through the inspections, and facility status in federal cost-share programs for levees through the Corps of Engineers and revetments through FEMA. Out of the 511 King County flood facilities in the RFI, WLRD has inspected 181 as of August 2021.

### **E. Risk Reduction through Partnerships**

WLRD administers six separate grant funding programs authorized by the District. In 2021, the District authorized \$9.9 million for 80 new grants under the Cooperative Watershed Management (CWM) program. WLRD supported the District's Flood Risk Reduction Grant Program, newly expanded by the District in 2020 to \$12 million. In September, the Executive Committee recommended 34 projects totaling \$10.6 million for funding.

## VI. Conclusion

This report provides the District's Board of Supervisors with the status of flood risk reduction projects and program milestones completed by WLRD in the second and third quarters of 2021.

On the heels of a record year for capital project delivery, WLRD has continued the pace in 2021 to deliver exceptional flood risk reduction benefits to the community and prepare for the upcoming flood season. Specific accomplishments and progress within the five RFMS core program areas include:

- **Structural Protection:** Expedited pace of capital project delivery continues with eight projects under construction.
- **Hazard Identification and Mitigation:** Planned a public meeting for the fourth quarter (date to be determined) to review the draft Greenwater River CMZ study and map while the Lower Snoqualmie CMZ study continues field work and technical analyses. Completed field investigations for three study areas for the Levee Breach Analysis with technical analyses underway.
- **Flood Warning Program:** Preparation and training is underway for the upcoming 2021-2022 Flood Season. Additionally, WLRD has continued efforts to secure federal damage reimbursement following the flood disaster in February 2020.
- **Asset Management:** Inspected 181 facilities within the RFMS River Facility Inventory as of August 2021.
- **Risk Reduction through Partnerships:** Cities and other regional partners continue to make progress on engineering design, permitting, acquisition, and construction for contracted flood protection capital improvement projects and projects supported with District grant funding.

The actions described in this report represent the District's comprehensive approach to floodplain management through protecting the region from the risk of flooding, and helping residents stay out of harm's way by building greater flood awareness and preparedness.

## VII. Appendices

Appendix A. King County Flood Control Zone District and King County – Interlocal Agreement 19317 Attachment A

Appendix B. King County Flood Control District 2021 Budget

Appendix C. King County Flood Control District Operating Expenditures, April – September 2021

Appendix D. King County Flood Control District Capital Expenditures, April – September 2021

INTERLOCAL AGREEMENT BETWEEN KING COUNTY' AND THE KING COUNTY FLOOD CONTROL  
ZONE DISTRICT REGARDING FLOOD PROTECTION SERVICES

This Agreement is hereby entered into by King County, a home rule charter County in the State of Washington ("County"), and the King County Flood Control Zone District, a quasimunicipal corporation of the State of Washington ("District") (the "Parties" or when singular, the "Party") and shall be effective upon the date the Agreement is fully executed by King County and the District ("Effective Date").

WHEREAS, the District desires to carry out its mission to provide flood protection projects and services throughout the County as efficiently and effectively as possible;

WHEREAS, prior to the formation of the District in April 2007, the County had a long history of implementing flood protection projects and services in King County, and through its Department of Natural Resources and Parks, had provided a full range of flood protection projects and services;

WHEREAS, following formation of the District in April 2007, the District decided to contract with the County to implement the District's projects and services;

WHEREAS, the Parties entered into an initial Interlocal Agreement Regarding Flood Protection Services for the period January 1, 2008 through December 31, 2008, and replaced it with an Interlocal Agreement Regarding Flood Protection Services effective January 1, 2009 ("2009 Interlocal Agreement");

WHEREAS, the Parties thereafter amended the Interlocal Agreement several times to modify or add terms and conditions and to extend the term through December 31, 2015;

WHEREAS, the Parties replaced the 2009 Interlocal Agreement with an Intertocal Agreement Regarding Flood Protection Services effective January 1, 2016 ("2016 Interlocal Agreement") and thereafter amended it several times to extend the term through December 31, 2021;

WHEREAS, pursuant to the 2009 Interlocal Agreement, the County provides other services in support of the District, such as, treasury services, finance, budget, real estate, communications, legislative support, clerk, project management, IT services, risk management, and other support services;

WHEREAS, the District's flood protection projects, services and activities, implemented primarily by the County, and the County's complementary floodplain regulatory program have earned the highest Federal Emergency Management Agency (FEMA) flood protection rating of any county in the country under the National Flood Insurance Program, saving businesses and residents hundreds of thousands of dollars annually on flood insurance premiums;

WHEREAS, the District and the County have shared interests in integrated floodplain management, honoring tribal treaty rights and sovereignty, hazard mitigation, maintaining

eligibility for the National Flood Insurance Program, and well-coordinated flood emergency res  
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WHEREAS, the County with its resources has the ability to provide projects and services that complement those of the District that provide significantly enhanced flood protection benefits to the residents and businesses in King County;

WHEREAS, the District and the County have worked collaboratively in the thirteen years since the formation of the District, and the District values the technical expertise of the County as its primary service provider and appreciates the County's input to help inform the District's ongoing development of its work program and budget;

WHEREAS, the Parties, although separate legal entities, share the common goal of helping to reduce the hazards of flooding and protect the residents and businesses in the County;

WHEREAS, the Parties desire to continue the provision of flood protection projects and services by the County to the District;

WHEREAS, because the 2016 Interlocal Agreement already has been extended several times, the Parties desire to enter into a new Interlocal Agreement instead of extending the 2016 Interlocal Agreement once again; and

WHEREAS, the Parties are each authorized to enter into this Agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act) and RCW 86.15.080(8) and 86.15.095.

NOW, THEREFORE, it is agreed by the Parties as follows:

1. Purpose and Scope of the Agreement.

1.1. The purpose of this Agreement is to provide the terms and conditions under which the District shall use its financial resources and policy direction and the County shall use its technical expertise for a program to provide effective and efficient flood protection. Historically, the flood protection program has included operations and capital work programs to be implemented by the County. The operations work program has included facility and property maintenance; flood hazard planning and studies; preparation for flooding and operation of the regional flood warning center; coordination with federal, state, and local flood emergency responders; and supervisory, budgeting, and administrative services for the District. The capital program has included planning, permitting, design, and construction of flood control projects; coordination with other project proponents on multi-benefit projects; acquisition of property interests; community relations for capital projects; and seeking state and federal grants.

1.2. The scope of the flood protection program shall be funded by District revenues (and revenues obtained for the District by the County), and shall be established by the District's budget and work program.

2. District Obligations and Authority.

2.1. The District shall adopt by resolution an annual work program, capital and operating budget, and six-year capital improvement program (hereafter referred to as the "annual work program and budget"), as prescribed in RCW 86.15.140.

2.2. The District Board of Supervisors ("Board") shall set the policy direction for the District and may adopt procedures and rules to carry out those policies.

2.3. The District shall pay for the costs incurred by the County, consistent with the terms of this Agreement, and, as applicable, the annual work program and budget, as follows:

2.3.1. The District shall pay the County for all necessary actual costs incurred for providing the services under this Agreement, such as direct labor, employment benefits, training, equipment rental, sub-contractors, materials and supplies, utilities, permits, capital improvements, financing expenses, and acquisitions.

2.3.2. The District shall pay the County for all approved costs of legal services that are not adversarial to the District and that are provided by the County in its administration and implementation of the annual work program and budget and this Agreement.

2.3.3. The District shall pay the County for administrative overhead costs for the services provided by the County to the District. The administrative overhead costs shall be determined in accordance with the Overhead Cost Allocation Policy adopted as part of the County's Comprehensive Financial Management Policies, as currently in effect and as amended, and with the overhead costs in the adopted County budget.

2.3.4. The District shall pay the County for the services rendered to the District, including its Supervisors, provided by the King County Council ("County Council"). Such services include clerking and record production and management for Board and the District's Executive Committee meetings, public disclosure administration, staffing of Supervisors and communications/media relations, general office administration and television production, as well as providing office space. The District agrees to pay a flat fee for these services, in an amount set annually by agreement between the Chair of the County Council and the District's Chair. The County Council agrees to accept the flat fee as full reimbursement for costs incurred in providing any such requested services as set forth in Section 3.2.5 to the District.

2.4. Upon receipt by the District of a public records disclosure request under Chapter 42.56 RCW that would require disclosure of District public records related to this Agreement, the District shall provide a copy of that request to the County Council Clerk as soon as possible, but in any event within two (2) business days. In accordance with RCW chapter 42.56, the District shall respond to requests received by the District for

District public records<sup>7</sup> or otherwise authorize the County Council Clerk to respond to public disclosure requests on behalf of the District in accordance with Section 3.2.6.

2.5. The District shall cooperate fully in executing documents necessary for the County to provide services under this Agreement.

2.6. The District shall provide services of the District's legal counsel as necessary to carry out the annual work program and budget, and this Agreement.

2.7. The District shall provide services of the District's accountant to ensure accountability and independent reporting of financial statements.

2.8. Pursuant to RCW 42.24.080, the District, acting through either its Executive Committee or the Board, may upon request of the County, approve an advance payment to the County for services under this Agreement.

### 3. County Obligations and Authority.

3.1. The County shall perform or contract for the performance of all services necessary or convenient to carry out the annual work program and budget, and this Agreement, including but not limited to the following:

3.1.1. Maintain accounts and records, including labor, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed by the County pursuant to this Agreement.

3.1.2. As directed by the Executive Director, provide support for the District's Advisory Committee and Basin Technical Committees so that recommendations regarding the annual work program and budget are transmitted by August 31 of each year consistent with the legislation establishing the District (Ordinance 15728 section 78).

3.1.3. Make available to the District during regular business hours all records related to this Agreement that are not privileged.

3.1.4. Implement a file retrieval system to respond to requests for County records related to this Agreement in a timely way.

3.1.5. Maintain and preserve records in accordance with applicable federal, state, and county retention schedules.

3.1.6. Upon receipt by the County of a public records disclosure request under Chapter 42.56 RCW that would require disclosure of County public records related to this Agreement, the County shall provide a copy of that request to the Clerk of the Board and the District Executive Director as soon as possible, but in any event within five (5) business days.

3.1.7. Make concerted efforts to apply for and obtain federal, state and local grants and matching funds.

3.1.8. Notify the District Executive Director at least thirty (30) calendar days prior to submitting an application for federal, state or local grants and matching funds that relate to the work of the District, its annual work program and budget; provided, that the notice period may be less for applications involving emergency work or services.

3.1.9. Notwithstanding anything to the contrary herein, if there is a threat of imminent harm to property or public safety, respond on behalf of the District and immediately inform the District Executive Director of emergency actions taken, or which may be required.

3.1.10. Provide services of attorneys in the County Prosecuting Attorney's Office as necessary to carry out the annual work program and budget and this Agreement.

3.1.11. Comply with all applicable policies, laws, rules and regulations, obtain all applicable permits, certifications and accreditations, and prepare and submit all applicable plans, reports and any other required information to regulatory agencies and bodies.

3.1.12. At least quarterly, the County may, in collaboration with the District Executive Director, offer individual Supervisors policy briefings on the new or innovative issues for future or existing policies, programs and projects that the County has identified.

3.2. If requested by the District, within available resources, the County shall provide within the time and in the manner requested by the District, the following services and tasks:

3.2.1. Provide other support services to the District that are similar to those provided by County agencies to the County Council, including, but not limited to policy analysis of legislation and budgets, technical services, briefings, presentations, and other information and communications.

3.2.2. Provide additional technical expertise and personnel that is not otherwise required by this Agreement.

3.2.3. Provide electronic and paper copies of all contracts signed by the County in carrying out the annual work program and budget and this Agreement.

3.2.4. Provide management and administrative services relating to matching funds and grants.

3.2.5. If requested by the District, and consistent with Section 2.3.4, County Council shall perform services necessary or convenient for the operations of the

Board, including services set forth in Section 2.3.4 and any other County Council service to which the County Council Chair and the Board of Supervisors Chair agree. When the County Council Clerk's Office provides services to the District, the Parties agree that it shall do so as the clerk to the District ("Clerk of the Board").

3.2.6. With prior District authorization, County Council shall respond to public disclosure requests on behalf of the District.

3.3. The County shall consult regularly with, obtain input from and receive direction from the District Executive Director on implementation of the annual work program, customer service, planning and policy development, stakeholder engagement, public outreach, property acquisition, partnership opportunities and other program activities and issues that may arise.

3.4. Through communications with the Executive Director, the County shall keep the Supervisors of the affected Council geographic districts informed about key milestones related to project implementation within their districts.

3.5. The County may modify or reprioritize capital projects in the District's approved annual work program, provided the following process is followed:

3.5.1. Any projects that are substituted for projects on the approved annual work program must be on the District's approved annual budget.

3.5.2. The County shall notify the District Executive Director and the Board Chair in writing of the proposed modification or reprioritization, providing background information on, and the rationale for, the proposed change, including estimated applicable costs.

3.5.3. The proposed modification or reprioritization must be approved by either the Board or the District Executive Committee if the Board has authorized the Executive Committee to approve modifications or reprioritizations.

3.6. Pursuant to RCW 42.24.080, the County may request the District to approve an advance payment for services under this Agreement. The request shall be submitted in writing to the District Executive Director and shall include information to support the request.

#### 4 Procedure for Preparation of Budget and Work Program.

4.1. Not later than August 31 of each year, the County shall prepare and submit for review by the District a proposed annual work program, a proposed capital and operating budget, a proposed six-year capital improvement program, a proposed subregional opportunity fund allocation, and any other annual work program and budget document requested by the District Executive Director for the subsequent calendar year. The County shall provide supporting information for such documents in a

form and in such detail as is required by District Executive Director. The District may request additional information, which the County shall provide in a timely manner.

4.2. Upon request by the Board, an individual Supervisor or the County, the County may offer individual Supervisors briefings on the potential cost and operational implications of items in the proposed work plan and budget, provided briefings will be offered prior to adoption of the budget, where feasible. When the request for briefing is made by the County, the briefing shall be in collaboration with the District Executive Director. The County shall preserve the confidentiality of the process consistent with Section 7.5 of this Agreement. The County's briefing shall include the disclosure of all cost-related assumptions and methods used to support the proposal.

5. Monitoring and Adjusting Annual Work Program and Budget.

5.1. Through the invoicing process, reporting requirements and briefing opportunities in this Agreement, the County shall keep the District apprised of any foreseeable need to amend the annual budget or annual work program.

5.2. If at any time the County believes that the cost of complying with or carrying out the annual work program will likely exceed the annual budget or the authorized budget amount of an individual capital project, the County shall as soon as possible prepare and submit to the District Executive Director a proposed adjustment to the annual budget and/or annual work program. As soon as practicable following submission of the proposed adjustment, the District Executive Director and County shall collaboratively offer briefings of the proposed adjustment(s) to individual Supervisors.

5.3. The District shall consider the proposed adjustment in a timely manner, and may by resolution amend the annual budget and/or provide for adjustments to the annual work program or six-year capital improvement program.

6. County Engineer.

6.1. The Director of the Department of Natural Resources and Parks shall identify and appoint a person who shall act as and carry out the duties of the county engineer under RCW 86.15.060. Prior to the appointment of any person to serve as county engineer under the terms of this Agreement, the Director of the Department of Natural Resources and Parks shall provide the District Executive Committee or its designee with an opportunity to meet the candidate and provide input on the appointment. The Director of the Department of Natural Resources and Parks shall notify the Clerk of the District and the District Executive Director in writing of any resignation or termination of the person serving as the county engineer under the terms of this Agreement.

6.2. The parties agree that the county engineer under RCW 86.15.060 is not the county road engineer under Chapter 36.80 RCW. The scope of the county engineer's duties and responsibilities shall be consistent with the provisions of RCW 86.15.060 and all resolutions adopted by the District.

7. Communications.

7.1. To ensure clear and consistent communications, all communications regarding District flood protection services and programs shall identify such services and programs as "District" services and programs, and shall be handled in accordance with communications protocols, policies, and plans developed by the Parties and approved by the District Executive Committee.

7.2. All products developed by the County and paid for with District funds or grant funds obtained on behalf of the District shall acknowledge the District.

7.3. The Parties acknowledge that the District, the County Legislative Branch, and the County Executive Branch each have adopted Policies and Procedures against harassment and discrimination that set forth expectations for each entity's work environment, and each party is solely responsible for the interpretation, application and enforcement of its own policies.

7.4. In communications with the public and outside agencies, non-elected County employees working on any issue related to the subject matter of this agreement, when speaking within the scope of their official duties, will speak in a professional and respectful way about the work done by or for the District or any of its employees, agents, attorneys or Supervisors. Likewise, in communications with the public and outside agencies, non-elected District employees working on any issue related to the subject matter of this Agreement, when speaking within the scope of their official duties, will speak in a professional and respectful way about the work done by the County or any of its employees, agents, attorneys or County elected officials.

7.5. The County shall exercise a reasonable level of care to preserve the confidentiality of all written preliminary drafts, notes, recommendations and intraagency memorandums in which opinions are expressed or policies formulated or recommended, or oral conversations about such matters, which are created, obtained and/or maintained by the County in connection with the County's performance of this Agreement, except where disclosure is necessary for the County's performance of this Agreement. In responding to a request under the Washington Public Records Act for such written records, the County shall respond in accordance with RCW 42.56.280.

8 Authority to Execute Agreements.

8.1. The Board shall authorize and approve all agreements to which the District is a party, unless provided otherwise by a District resolution. However, the Director of the Department of Natural Resources and Parks is authorized to sign the following agreements on behalf of the District without further authorization and approval of the District:

8.1.1. Agreements or real property documents related to the design, acquisition, construction, and construction management of flood protection

capital projects that are included in an annual work program or the approved sixyear capital improvement program when the agreements or real property documents are required to be in the name of the District, including without limitation, any agreement or real property document required by the U.S. Army Corps of Engineers or by any federal, state or local agency.

8.1.2. Agreements in the name of the District when authorized by a District resolution.

8.2. The Director of the Department of Natural Resources and Parks is authorized to execute any agreements or real property documents in the name of the County that are necessary or convenient for the County to provide the services to carry out the annual work program and budget of the District.

8.3. On a quarterly basis, the County shall provide the District with a list of all contracts entered into by the County, either in the County's name or the District's name, to implement the annual work program and budget of the District.

9. Property Ownership.

9.1. All real property interests acquired by the County as necessary and convenient to carry out the annual work program of the District shall be in the name of the County and held by the County on behalf of the District, except as follows:

9.1.1. If required to be in the name of the District by any federal or state agency pursuant to applicable laws, regulations or agreements.

9.1.2. If directed by the District, by resolution, to be in the name of the District or an entity designated by the District.

9.2. When real property interests are in the name of the District or an entity designated by the District, access rights for the purpose of land management, maintenance and the exercise of regulatory authority shall be reserved through recorded instrument unto the County, as appropriate.

9.3. The County shall maintain an inventory of all real property interests held in the name of the County for flood risk reduction and integrated floodplain management purposes, which shall include as a subset all real property interests acquired since the creation of the District by the County on behalf of the District, and shall update the inventory concurrently with all new acquisitions. The County shall provide the District Executive Director with reasonable advance notice in accordance with the policy that will be developed pursuant to this section of any and all proposed modifications to the inventory, defined as a planned addition or removal of a property interest, or a plan to change or modify (including the sale, transfer or surrender thereof) an existing property interest. The District and its authorized representatives shall have the right to audit,

examine or obtain copies of the inventory upon seven (7) days advance notice to the County.

The District and County may develop and recommend to the Board a policy to govern the Board's notice and management over changes or modifications (as defined herein) of real property interests acquired by the County at the request of the District, pursuant to Section 9 of this Agreement.

10. Invoices.

10.1. The County shall submit invoices to the District for the cost of services and expenditures on capital projects and program services to implement the annual work program. The invoices shall include all actual costs, plus administrative overhead costs as defined in Section 2.3.3. and shall be in a form and shall contain information and data as required by the District Executive Director.

10.2. The County shall submit invoices to the Executive Director and Clerk of the District within thirty (30) days after the closing of the billing month in which the services are provided and the capital project expenditures are incurred. The District shall review and pay the invoice within sixty (60) days of receipt in accordance with procedures established by District resolution, if any. However, the District may postpone payment of the invoice if it is inaccurate or incomplete, in the opinion of the District. The District shall notify the County of any inaccuracy or incompleteness within thirty (30) days of receipt of the invoice. The County shall provide the requested information within thirty (30) days of the request. The District shall pay an invoice within thirty (30) days of the submittal of all requested information, and invoices that are not paid within that time are subject to statutorily-authorized interest charges.

10.3. The County shall include as part of the monthly invoices any modification or reprioritization of capital projects in the District's annual work program as approved in accordance with Section 3.56.

10.4. The Parties may agree to include additional performance measures as part of the invoice.

10.5. Notwithstanding Sections 10.1 through 10.4, the Parties agree that the County Council may invoice the District directly for services provided by County Council staff to the District, including its Supervisors. The County Council may invoice the District on a quarterly basis in accordance with the provisions of Section 2.3.4.

10.6. District payments shall be made via inter-fund transfer consistent with instructions from the County.

10.7. Pursuant to the District's Fund Balance Policy, the District shall continue to provide the County with funding to mitigate monthly negative cash balances in the Water and Land Resources Flood Control Operating Contract and Flood Control Capital Contract funds.

11. Performance Reports.

11.1. The County shall submit financial and performance reports to the District by April 30 and October 31 of each year, outlining and summarizing implementation of the annual work program, in a form and general content approved by the District Executive Director. The reports shall generally reflect County budgetary practices and BARS requirements.

11.2. The Director of the Department of Natural Resources and Parks or designee may maintain a Deliverables Document, which may be periodically updated, and is not considered part of this Agreement:

11.2.1. The Deliverables Document may identify the projected timing (on a quarterly basis) necessary to implement the annual work program and budget, as may be amended by the Board, that will be carried out by the Water and Land Resources Division of the Department of Natural Resources and Parks. The Deliverables Document shall not serve as a substitute for a request for adjustment(s) and the procedures for adjustment(s) set out in Section 5.2.

11.2.2. The Director of the Department of Natural Resources and Parks or designee may update the Deliverables Document as often as practicable, but no less frequently than on a quarterly basis, and may provide a copy of the Deliverables Document to the District Executive Director on February 15, May 15, August 15, and November 15 of each year.

12 Legal Relations.

12.1. No Third Party Rights. It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other Party or person.

12.2. No Joint Venture. No joint venture or partnership is formed as a result of this Agreement. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party subject to the policies, procedures and control of that Party, and shall not be considered for any purpose to be employees or agents of the other Party. Accordingly, no employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

12.3. Independent Contractor. The County is an independent contractor with respect to the services and responsibilities under this Agreement, and nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.

12.4. Jurisdiction and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

12.5. Indemnification. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing obligations under this Agreement. However, if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the County or its contractor or employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractor or employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

12.6. Prevailing Party Costs. In the event either Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

12.7. Insurance.

12.7.1. The County maintains adequate self-insurance and commercial insurance covering real property acquired pursuant to this Agreement and held in the County's name, and for general liability, automobile liability, and professional liability risks occurring within the scope of this Agreement. The District maintains insurance through Enduris, a risk pool, covering District property and liability exposures for the benefit of the District, its Board, officers, employees, agents and volunteers.

12.7.2. Unless provided otherwise by the Board, the County is authorized to investigate and review all claims with dates of loss from 2009 through March 31, 2020 filed against the District, including associated allocated expense payments, which are not covered by insurance or self-insurance or which are within the self-insurance retention or deductible. After investigation and review, the County shall consult with the District Executive Director regarding the claim. The Board shall approve the payment of any authorized claim, and nothing in this Agreement shall be construed as requiring the County to pay any claims against the District. The District will manage all claims filed against the District with dates of loss occurring on or after April 1, 2020.

12.7.3. King County, a charter county government under the constitution of the State of Washington, maintains a fully funded self-insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property, The District acknowledges that King County has submitted to the District a certificate of self-insurance evidencing such coverage.

12.7.4. Nothing in this Agreement shall be construed to modify or amend any provision of an insurance policy or any coverage through a self-insurance or joint insurance program. If there is a conflict between this Agreement and the provisions of any such policies or coverage, the provisions of any such policies or coverage shall control.

12.8. Survival. The provisions of Sections 12.4, 12.5, and 12.6 shall survive any termination of this Agreement.

### 13 Duration, Performance, and Termination.

13.1. This Agreement shall take effect on January 1, 2022 and shall remain in effect through January 1, 2027. The Parties may extend this Agreement once for two (2) years by mutual consent in writing.

13.2. If a Party fails to perform its obligations as described in this Agreement, the Parties shall use their good faith efforts to resolve the failure to perform using the dispute resolution process of Section 14. If the dispute cannot be remedied, either Party may elect to terminate this Agreement by giving written notice of termination to the other Party not less than one hundred and eighty (180) days prior to the effective date of the termination. Upon termination of this agreement each Party's rights and obligations under this Agreement will cease immediately, provided the District will pay any amounts it owes to the County for costs incurred prior to the effective date of termination, including payment obligations for services rendered prior to the effective date of termination, work performed prior to the effective date of termination, and expenses incurred prior to the date of termination. After termination, the County may submit to the District a request for costs incurred after the effective date of termination that are associated with the termination, defined as reasonable expenses to close out all work commenced prior to the effective date of termination, and shall make all records available to the extent deemed necessary by the District to verify the costs in the payment request. The request shall be submitted promptly but in no event later than 180 days from the effective date of termination. If the District disputes any of the County's requested costs associated with the termination, the Parties shall use their good faith efforts resolve the dispute using the dispute resolution process of Section 14.

13.3. Failure to require full and timely performance of any provision of this Agreement shall not waive the right to insist upon complete and timely performance thereafter.

### 14 Dispute Resolution.

14.1. Should a dispute arise between the Parties out of or related to this Agreement, a Party shall notify the other Party in writing of any dispute that the respective Party believes should be resolved. The Parties shall communicate regularly and commit to act in good faith to resolve the dispute.

14.2. If the dispute cannot be remedied within thirty (30) days after written notice, the Parties shall consider submitting the matter to a mutually agreed upon non-binding mediator. The Parties shall share equally in the cost of the mediator.

15 Administration and Identification of Contacts.

15.1. This Agreement shall be administered by the District Executive Director or designee and, in part, by the Division Director of the Water and Land Resources Division of the Department of Natural Resources and Parks or designee, who shall be contacted as follows:

Executive Director  
King County Flood Control District 516 3rd Avenue, Room WI 201 Seattle,  
Washington 98104

Division Director of Water and Land Resources Division King County Department  
of Natural Resources and Parks 201 South Jackson Street, Suite 5600  
Seattle, Washington 98104

The County's performance obligations under this Agreement that are serviced by the County Council shall be administered by the Chair of the County Council. All remaining County performance obligations shall be administered by the King County Chief Operating Officer or designee.

16. General Provisions.

16.1. Entire Agreement. This Agreement, including its attachments, is a complete expression of its terms, and any oral representation or understandings not incorporated in this Agreement are excluded. Any modification, amendment, or clarification to this Agreement shall be in writing and signed by both Parties. Copies of such shall be attached to this Agreement and by this reference are made a part of this Agreement as though full set forth in this Agreement.

16.2. Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

16.3. Force Maieure. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be deemed in default hereunder nor liable for damages

arising from its failure to perform any duty or obligation hereunder if such delay is due to causes beyond the Party's reasonable control, including, but not limited to acts of God, acts of civil or military authorities (including failure of civil authorities to timely process permits or provide utilities), fires, floods, windstorms, earthquakes, strikes or labor disturbances, civil commotion, delays in transportation, governmental delays or war.

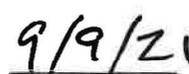
16.4. Authorization and Listing. This Agreement has been duly authorized by King County Ordinance and King County Flood Control Zone District Resolution. The District shall list this Agreement on its website, and the County may list this Agreement on its website, in accordance with RCW 39.34.040.

16.5. Extension of Privilege. For the purposes of the privileges, including attorney client and work product, between the District and its attorney, the Parties agree that when County Council staff are supporting a County councilmember in his or her ex officio role as a Flood Control District Supervisor, County Council staff shall be entitled to the same privileges as the Supervisors possess.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

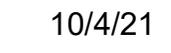
KING COUNTY

  
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King County Executive

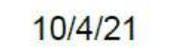
  
\_\_\_\_\_  
Dated

Approved as to Form:

  
\_\_\_\_\_  
Daniel T. Satterberg  
King County Prosecuting Attorney

  
\_\_\_\_\_

  
\_\_\_\_\_  
Russell Prugh, Senior Deputy Prosecuting  
Attorney

  
\_\_\_\_\_  
Dated

KING COUNTY FLOOD CONTROL ZONE DISTRICT



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Dave Upthegrove Dated Chair, King County Flood Control Zone District

Approved as to Form:



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Charlotte A. Archer, General Counsel Dated Inslee Best Doezie and Ryder, P.S.

**Appendix B: King County Flood Control District 2021 Budget**

<b>Operating Budget</b>	<b>Total</b>
Annual Maintenance	\$2,370,715
Flood Hazards Plan, Grants, Outreach	\$787,619
Flood Hazard Studies, Maps, Technical Services	\$2,961,254
Flood Preparation, Flood Warning Center	\$1,032,536
Program Management, Supervision, Finance, Budget	\$1,913,982
Program Implementation	\$1,826,273
Overhead / Central Costs	\$3,254,337
<b>Total</b>	<b>\$14,146,717</b>

<b>Capital Budget</b>	<b>Total</b>
Snoqualmie River Basin	\$29,039,975
Cedar River Basin	\$35,863,443
Green River Basin	\$120,124,569
White River Basin	\$2,195,662
Effectiveness Monitoring	\$1,692,649
Countywide Miscellaneous	\$1,847,445
Opportunity Fund	\$21,161,838
Grant Fund	\$43,105,101
<b>Total</b>	<b>\$255,030,682</b>

**Appendix C: King County Flood Control District Operating Expenditures, April - September 2021**

Description	Apr	May	Jun	Jul	Aug	Sep	Total
Annual Maintenance	\$357,861	\$496,825	\$116,790	\$168,392	\$144,748	\$130,316	\$1,414,932
Flood Hazards Plan, Grants, Outreach	\$44,520	\$33,213	\$36,327	\$37,613	\$45,396	\$66,451	\$263,520
Flood Hazard Studies, Maps, Technical Services	\$268,106	\$190,611	\$178,459	\$196,515	\$183,132	\$188,719	\$1,205,543
Flood Preparation, Flood Warning Center	\$11,396	\$145,687	\$6,779	\$6,015	\$10,926	\$12,010	\$192,814
Program Management, Supervision, Finance, Budget	\$168,974	\$147,234	\$158,348	\$168,682	\$146,447	\$136,032	\$925,717
Program Implementation	\$81,103	\$110,543	\$150,364	\$187,911	\$127,814	\$133,091	\$790,826
Overhead / Central Costs	\$66,335	\$105,143	\$205,257	\$383,281	\$182,392	\$220,823	\$1,163,230
<b>Total</b>	<b>\$998,296</b>	<b>\$1,229,256</b>	<b>\$852,325</b>	<b>\$1,148,409</b>	<b>\$840,856</b>	<b>\$887,441</b>	<b>\$5,956,583</b>

## Appendix D: King County Flood Control District Capital Expenditures, April- September 2021

Basin	Apr	May	Jun	Jul	Aug	Sep	Total
Skykomish/Miller Rivers	\$17,346	\$55,719	(\$9,940)	\$8,800	\$85,012	\$151,428	\$308,365
Upper Snoqualmie River	\$201,337	\$130,771	\$93,261	\$113,396	\$305,489	\$2,614,775	\$3,459,029
Lower Snoqualmie River	\$65,102	\$50,115	\$42,700	\$102,881	\$25,979	\$33,394	\$320,172
Tolt River	\$23,863	\$27,734	\$33,015	\$904,738	\$77,160	\$58,668	\$1,125,178
Raging River	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sammamish River	\$60,838	\$59,180	\$45,698	\$62,600	\$38,596	\$38,943	\$305,856
Major Lake Tributaries	\$220,128	\$0	\$0	\$0	\$106	\$47,914	\$268,148
Cedar River	\$844,424	\$281,303	\$1,120,885	\$346,647	\$867,213	\$383,285	\$3,843,758
Green River	\$1,202,142	\$2,905,769	\$2,213,026	\$1,688,558	\$3,633,892	\$2,904,009	\$14,547,396
White River	\$54,392	\$139,279	\$87,060	\$64,994	\$36,921	\$177,608	\$560,254
Grant Funds	\$1,822,986	\$513,062	\$171,236	\$228,067	\$542,097	\$696,590	\$3,974,038
Monitoring/Maintenance	\$102,448	\$96,555	\$52,413	\$43,319	\$37,199	\$67,316	\$399,251
Subregional Opportunity Fund	\$5,342	\$1,204,970	\$116,285	\$8,504	\$1,525,037	\$9,948	\$2,870,086
Countywide Miscellaneous	(\$101,424)	\$25,836	\$38,075	\$34,325	\$39,924	\$33,309	\$70,045
<b>Total</b>	<b>\$4,518,924</b>	<b>\$5,490,294</b>	<b>\$4,003,715</b>	<b>\$3,606,831</b>	<b>\$7,214,625</b>	<b>\$7,217,187</b>	<b>\$32,051,576</b>