

King County Flood Control District Semi-Annual 2022 Performance Report

October 2022



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 2021-06.¹ 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 in the second and third quarters of 2022 by the Water and Land Resources Division (WLRD) of the Department of Natural Resources and Parks (DNRP), as the primary Service Provider to the District.

Flooding is the most common natural disaster in King County. In the second and third quarters of 2022, WLRD navigated staffing limitations to make strong progress on the District's work program. The report details specific accomplishments and progress within the five core work program areas described below:

- **Structural Protection:** Made progress on construction of three multi-year capital construction projects and completed three others that reduce risk of harm from flooding and erosion. One of the projects substantially completed during the reporting period, the Lower Russell Setback Levee and Floodwall, is the culmination of seven years of work over three construction seasons. The project is also the largest capital project expenditure WLRD has managed as service provider to the District.
- **Hazard Identification, Planning, and Mitigation:** Finalized the South Fork Skykomish flood study mapping, which shows areas at risk of flooding, and submitted the maps to the Federal Emergency Management Agency (FEMA) for adoption. Made progress on small creek flood studies. WLRD also advanced work on the Lower Snoqualmie Channel Migration Zone (CMZ) study and map, which identifies where the river has the potential to move in the future. The finalized study will be a resource to help individuals make decisions that reduce risks to people and property. Additionally, progress was made on Levee Breach Analyses for the Raging, South Fork Snoqualmie, and Tolt rivers. WLRD continued work with the University of Washington (UW) Climate Impacts Group² to understand how changing rain and snowfall patterns could impact future river flooding. WLRD also acquired 26.4 acres of property to permanently reduce flood risk to residents and residential structures.

¹ Ordinance 19317 [\[LINK\]](#) FCD Resolution 2021-06 [\[LINK\]](#)

² University of Washington Climate Impacts Group [\[LINK\]](#)

- **Flood Warning Program:** Through the Flood Warning Program funded by the District, WLRD delivers real-time information on flood conditions by email, phone, and text message through King County Flood Alerts.³ River flows, flood stage data, and forecasts are also available on the Flood Warning mobile app. Progress was made on planning work to rebuild all flood warning technology systems to improve reliability and add additional features. WLRD responded to one rare June flood event that resulted in minor flooding on the Snoqualmie River. WLRD continues to seek federal damage reimbursement following the flood disaster in February 2020.
- **Asset Management:** Coordinated property and flood protection facility maintenance for the District. There are over 500 flood protection facilities (levees or revetments) currently identified in the River Facility Inventory (RFI) and approximately 800 acres of land managed for flood mitigation purposes. Inspection and assessments may lead to proposed repairs in the capital program. These actions also help to increase the potential for federal funding assistance for future flood damages. WLRD inspected approximately 10 percent of the levees and revetments within the RFI between April and August 2022.
- **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. During the reporting period, 57 applications were received for the District's Flood Risk Reduction Grant Program with total requests of over \$40 million.⁴ WLRD completed the technical review and site visits for applicants and provided this information to the Scoring Team in August.⁵ WLRD is supporting the District's efforts to develop the new Lake Sammamish grant program.

The actions described in this report represent progress on the District's commitment to integrated floodplain management and multi-benefit projects. The District's 2022 Revised Operating and Capital Budget (Appendix B), Operating Expenditures, April-September 2022 (Appendix C), and Capital Expenditures, April-September 2022 (Appendix D) 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) has a biennial budget of roughly \$485 million that supports the work of nearly 400 staff. 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

³ King County Flood Alerts [[LINK](#)]

⁴ Flood Reduction Grant Programs [[LINK](#)]

⁵ The Scoring Team is comprised of the Executive Director of the Flood District, the Director of WLRD, and a third at-large member of the community.

service provider to the District, WLRD reduces 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. The 2006 King County Flood Hazard Management Plan and the 2013 Update (Flood Plan) help to inform WLRD’s work to deliver services on behalf of the District and guide King County’s approach to flood risk reduction in the unincorporated areas.

Current Context: As the primary service provider to the District, WLRD helps implement the District’s Board of Supervisors’ commitment to integrated floodplain management and multi-benefit projects and to the principles of environmental stewardship, equity and social justice, and environmental justice.⁶ WLRD’s work program for the District is comprised of five core program areas, which include:

- Structural Protection—*Reducing flood risks through physical changes to riverine function.*
- Hazard Identification, Planning, 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.*

Updating the Flood Hazardous Management Plan ensures King County continues to receive its high rating for floodplain management from the National Flood Insurance Program (NFIP) Community Rating System(CRS) administered by FEMA.⁷ King County’s Class 2 rating through CRS provides a 40 percent discount on flood insurance premiums to property owners and renters in unincorporated King County.

The county is coordinating with the Flood District on the Flood Plan update. A public kickoff meeting and initial public planning committee meeting is planned for the fourth quarter of 2022.

Report Methodology: The semi-annual report was developed by WLRD. Data was gathered from program leads and subject matter experts to provide an update on implementation of the District’s adopted work program. The report also draws 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

⁶ Motion FCD20-07 [[LINK](#)]

⁷ National Flood Insurance Program [[LINK](#)]

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 build and improve levees and revetments to reduce flood risk to people, property, and the region’s economy. One of the projects completed during the reporting period, the Lower Russell Setback Levee and Floodwall, is the culmination of seven years of work over three construction seasons. The project is also the largest capital expenditure WLRD has managed as service provider to the District. During the reporting period, WLRD made progress on construction of three multi-year capital construction projects and completed three others that reduce risk of harm from flooding and erosion. The projects in construction, along with other capital projects in the design and planning phases, are highlighted below:

Project Name and Location	Activity	Purpose	Cost Estimate⁸
Irwin Right Bank Revetment 2020 Repair, Issaquah Creek	Completed construction	Completed construction in August to restore a damaged revetment that is a flood and safety risk to residences and the Issaquah-Hobart Road Southeast.	\$740,000
Jan Road Levee Setback, Cedar River ⁹	Completed construction	Began construction in June with completion scheduled by the end of the third quarter. 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.	\$16 million
Lower Russell Setback Levee and Floodwall, Kent, Green River	Completed construction	Construction is scheduled for completion in October 2022. The project reduces flood risks to commercial and residential properties in the City of Kent.	\$58.1 million
Black River Pump Station, Renton, Green River	Construction (High Use Engines)	Work continues on refurbishment and 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. The pump station also evacuates floodwaters should	\$12.1 million

⁸ Cost estimates include planning, design, real estate, permitting, construction, post-project maintenance and monitoring, and contingency.

⁹ A setback project moves the levee back from the edge of the river to create more space for flood water in the river channel.

Project Name and Location	Activity	Purpose	Cost Estimate ⁸
		levees overtop during a flood event. Substantial completion is now scheduled for April 2023.	
Cedar River Trail 5 and 5B, Cedar River	Construction	Repairs at Site 5 and 5B are now separate lines on the District’s Capital Improvement Program. Completed construction at the Cedar River Trail 5B location in September 2022. Construction at the Cedar River Trail 5 location scheduled for 2023. The project will repair a levee that protects State Route (SR) 169, the Cedar River Trail, and a regional fiber optic line.	\$315,000 (Site 5B); \$1.5 million (Site 5)
Galli/Dykstra Revetment, Auburn, Green River	Construction	This project raises approximately 2,000 feet of the Dykstra revetment to provide uniform design containment for the City of Auburn. WLRD completed construction in fall of 2021. Progress continues to be made on the revegetation work associated with the project.	\$1.5 million
Circle River Ranch, Snoqualmie River	Engineering, design, and permitting	Announced the District’s selected alternative to the neighborhood in June 2022. Construction is scheduled for 2024. The project will reduce flood and erosion risks to homes in the neighborhood.	\$4.6 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. The project will protect SR 169, a regional trail, and a regional fiber optic line. Construction is scheduled for 2023. The District approved 30 percent design in March 2022; construction is scheduled for 2024.	\$8.6 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 pursued a construction easement following District approval in August 2022.	\$920,000

Project Name and Location	Activity	Purpose	Cost Estimate⁸
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 period.	\$900,000
Stossel Long Term Repair, Snoqualmie River	Engineering, design, and permitting	Project will decrease erosion risk along 310th Avenue Northeast (north of Northeast Carnation Farm Road), along the right bank abutment of the Stossel Bridge. The District approved the 30 percent design baseline in August 2022.	\$3.5 million
Belmondo Levee 2020 Repair, Cedar River	Planning	The project will repair a levee that protects critical infrastructure including SR 169, the Cedar River Trail, and a regional fiber optic line. The District approved the 30 percent design baseline in August 2022.	\$743,000
Dutchman Road Repair, Snoqualmie River	Planning	Repair revetment providing sole access to residences and business on the west side of the Snoqualmie Valley downstream of Duvall. WLRD is scheduled to transmit the Gate 2 Selection of a Preferred Alternative to the District in the first quarter of 2023.	\$9 million
Fort Dent Levee Repair Project, Green River	Planning	The project will repair a damaged flood protection facility in the City of Tukwila. WLRD developed an outreach and communication plan, approved by the District in May 2022.	\$3.5 million
Gunter Levee Project, Green River	Planning	This project will design and re-construct a levee with protection from a 500-year flood in the Lower Green River. In August 2022, the District authorized WLRD to acquire a 125-foot portion of a parcel to enable a levee setback.	\$50.7 million
Kent Airport Levee Repair, Green River	Planning	The project will reduce flood erosion risks to a sole access road and commercial buildings. The District approved a charter in May 2022.	\$270,000
Level of Service Analysis, Tolt River	Planning	This project will deliver a comprehensive level of service recommendation for the Lower Tolt River levee system that provides increased flood risk reduction	\$1.1 million

Project Name and Location	Activity	Purpose	Cost Estimate ⁸
		benefits to guide future facility designs and inform sequencing. Recommendations scheduled to be transmitted by WLRD in September 2022.	
Lower Frew Levee Setback, Tolt River	Planning	This project will reduce flood risks and improve habitat in and along the Lower Tolt River. WLRD presented the project at a Carnation City Council meeting in the second quarter, and a City Council Open House and Carnation’s Be Dam Safe event in the third quarter.	\$17.3 million
Maplewood Feasibility Study, Cedar River	Planning	Flood-landslide scenario risk analysis report transmitted in February 2021. WLRD is evaluating options to communicate study results to the community.	\$490,000
O’Connell Revetment 2021 Repair, Kent, Green River	Planning	District approved a Charter in November 2021; WLRD is scheduled to transmit an alternatives analysis in the second quarter of 2023. The project will repair a revetment damaged in 2020 flooding.	\$736,000
Sammamish Capital Investment Strategy, Sammamish River	Planning	The Capital Investment Strategy will provide a basin-wide approach to meeting flood and habitat goals for the river and lake. Per District budget resolution, WLRD offers regular status updates to the District. WLRD executed the consultant contract in August 2022; data collection is underway.	\$2.8 million
Tolt River Road Elevation at San Souci, Tolt River	Planning	Following District approval of the outreach and communication plan, WLRD made progress planning a fourth quarter community meeting and online needs assessment for a project that will reduce risk of isolation to private properties on Tolt River Road Northeast.	\$2.25 million
Tabor-Crowall and Brodell Revetment Repair, Cedar River	Planning	The project will repair a damaged revetment and protect SR 169. WLRD is scheduled to transmit an alternatives analysis in the second quarter of 2023.	\$5.7 million

B. Hazard Identification, Planning, and Mitigation

To reduce flood risks, WLRD works to identify, monitor, and map flood hazards. WLRD is also continuing to work with the UW's Climate Impacts Group to evaluate how river flooding may be impacted by climate change. Additionally, WLRD has made progress on important mitigation efforts to remove people from harm through home elevations and home buyouts from willing sellers.

Channel Migration Zone Studies and Mapping

Channel migration is a natural but potentially dangerous process. River channels can move across a floodplain, either gradually due to erosion or suddenly when a river jumps course. The process can cause riverbanks to recede or move completely, damaging or eroding property and infrastructure, and triggering landslides. CMZ maps identify where the rivers have the potential to move in the future. The Washington State Shoreline Management Program requires local government to map CMZs and regulate development in CMZ hazard areas to reduce risk to the public.¹⁰

WLRD has made progress on a Lower Snoqualmie River CMZ study. A draft report and map were prepared in May 2022 and are under review internally while the study is on hold due to staffing limitations. WLRD prepared a Work Program Description and Outreach and Communication Plan for an Issaquah Creek CMZ study, which the District approved in April and August 2022, respectively. Field work and technical analyses are underway, and a draft study report and map will be prepared in 2023.

Flood Hazard Studies and Mapping

Flood hazard maps show areas at risk of flooding. These areas include the floodway, the 100-year floodplain, and the 500-year floodplain.¹¹ Individuals can use flood maps to reduce risks to people and property. FEMA uses the maps to update Flood Insurance Rate Maps. King County uses flood maps to review development proposals in unincorporated areas.

Flood hazard mapping for the South Fork Skykomish River was finalized following a March public meeting and subsequent public comment period. WLRD submitted the maps to FEMA for adoption in the third quarter of 2022. WLRD also completed technical analyses for the Newaukum and Seidel Creek flood studies in the third quarter of 2022. A public meeting to share the draft flood hazard map is targeted for the second quarter of 2023. WLRD has initiated studies of Jenkins, Little Soos, and Covington creeks and plans to complete draft mapping later this year. The Boise Creek study is on hold pending further direction from the District. A consultant contract for the Issaquah Creek flood study was authorized in August 2022, and the study is anticipated in the second quarter of 2024.

Climate Change and Future Flooding Analysis

Since 2018, WLRD has been working with the Climate Impacts Group at the UW to evaluate how projected changes in rain and snowfall patterns could impact future river flooding. The research suggests that flood flow frequency in unregulated rivers—the Snoqualmie, South Fork Skykomish, and

¹⁰ WAC 173-26-221 [[LINK](#)]

¹¹ The floodway is the area within the 100-year floodplain where the water flows most quickly and is most likely the deepest. The 100-year floodplain is the area impacted by a flood event that has a 1 percent chance of flooding in any given year. The 500-year floodplain is the area impacted by a flood event that has a 0.2 percent chance of flooding in any given year.

the Green River above the Howard Hanson Dam—will increase over this century.¹² 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 UW for this third phase of work in August 2021. The UW expects to deliver a draft report in June 2023. The report would include analyses for the Cedar and White rivers as well as updated analyses for the Snoqualmie and Green River basins.

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.¹³ Consultant work including detailed technical analyses and risk assessment of levee breaches in three of the five study areas is ongoing through 2022. WLRD expects initial results in the fourth quarter of 2022 for the Raging River, and early 2023 for the Tolt and South Fork Snoqualmie Rivers. For the remaining two rivers, WLRD anticipates finalizing a contract amendment to complete the South Fork Skykomish River tasks of the levee breach analysis mapping and risk assessment in the third quarter of 2022 and work will begin immediately. WLRD has been coordinating with the City of Renton prior to scoping the levee breach analysis of the Cedar River. Renton is completing a flood risk reduction study for the levee containment system under a separate project authorized by the District, and many elements of the two studies are similar. WLRD and Renton plan to incorporate findings of the UW's Climate Impacts Group climate change hydrologic analyses into the study. WLRD anticipates work to begin on the Cedar River study in 2023.

Floodplain Management Planning

The county is coordinating with the Flood District on the Flood Plan update. A public kickoff meeting and initial public planning committee meeting is planned for the fourth quarter of 2022.

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. WLRD has six home elevations underway. Twenty-seven homeowners have expressed an interest in participating in the program and are on a waiting list.

Home buyouts involve the voluntary sale of flood-prone properties and structures to King County. This is an appropriate mitigation strategy in areas of deep, fast-moving water or areas threatened by channel migration. Buyouts can provide a permanent solution to the risks and damages of repetitive flooding, and significantly reduce 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 many cases, acquisition of flood-prone property is necessary for the District to complete planned capital construction projects to rebuild or set back levees. Between May 2022 and October 2022, WLRD acquired 26.4 acres of property for \$7.7 million to permanently reduce flood risk to residents and residential structures.

¹² Mauger, G.S. and J.S. Won. 2020. Projecting Future High Flows on King County Rivers: Phase 2 Results. Report prepared for King County. Climate Impacts Group, University of Washington [\[LINK\]](#)

¹³ Levee Breach Analysis for King County Rivers [\[LINK\]](#)

C. Flood Warning Program

WLRD delivers real-time information on flood conditions by email, phone, and text message through King County Flood Alerts. River flows, flood stage data and forecasts are also available in the Flood Warning mobile app. Planning work is underway to rebuild all flood warning technology systems. The existing technology—built over ten years ago—lacks the reliability needed for essential, life-safety systems. WLRD recommends updating the mobile app with modern, reliable technology that includes additional features to provide access to a wide range of real-time data and flood warning information. In the reporting period, the King County Information Technology (KCIT) project review board accepted WLRD’s proposed project and the effort has been included in the 2023 budget proposal.

Flood Response

The flood season officially ended on May 1, but a rare flood event occurred in June 2022. This resulted in only minor impacts along the Snoqualmie River. It was the highest peak flow in June on the Snoqualmie since 1985.

Date of Flood Warning Center opening	Continuous hours of operation	Rivers that reached Flood Phase 2 or higher	Peak Flood Phase
June 10, 2022	13.5	Snoqualmie	2

Damage Reimbursement from 2019-2020 Flood Season

Following the 2020 Presidential Major Disaster Declaration, King County submitted information on 18 damage sites thought to be eligible for potential FEMA funding. FEMA indicated that most of the damages appear to meet eligibility requirements for a 90 percent federal cost-share, with an additional 5 percent from the state.

In 2022, King County is continuing to pursue FEMA funding for ten projects related to the February 2020 flood event that have a nexus with District-authorized projects (eight on the Cedar River and two on Issaquah Creek). The remaining eight sites affected by the 2020 flood event 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 (McCoy and Desimone) and one on the Middle Fork Snoqualmie River (Mason Thorson Ells) that were damaged in the 2020 disaster.

D. Asset Management

WLRD coordinates property and flood protection facility maintenance for the District. There are over 500 flood protection facilities (levees or revetments) currently identified in the River Facility Inventory (RFI) and approximately 800 acres of land managed for flood mitigation purposes. Inspection and assessments may lead to proposed repairs in the capital program. These facilities also help to increase the potential for federal funding assistance for future flood damages.

WLRD has transmitted monthly status updates on facility inspections of the 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. WLRD inspected 53 facilities in the RFI during the reporting period.

More inspections will take place in late summer and early fall when low flow conditions allow greater visibility of the facilities.

E. Risk Reduction through Partnerships

WLRD administers several grant funding programs authorized by the District. In 2021, the District authorized \$9.9 million for 80 new grants under the Cooperative Watershed Management Program.¹⁴ WLRD facilitated the application process for the District's 2022 Flood Reduction Grant Program. In June 2022, 57 applications were received for a total ask of over \$40 million. WLRD completed the technical review and site visits for applicants and provided this information to the Scoring Team in August. WLRD is also supporting the District's efforts to develop the new Lake Sammamish grant program.

VI. Conclusion

As flooding is the most common natural disaster in King County, managing flood risks requires resilience. While capital project schedules were impacted by shortages and supply chain delays related to the pandemic, WLRD made strong progress during the reporting period on the District's work program. This effort advanced the District and County's shared interest in managing the region's flood risks and helping residents stay out of harm's way by increasing awareness of flood hazards.

Specific accomplishments and progress within WLRD's five core program areas include:

- **Structural Protection:** Made progress on construction of three multi-year capital construction projects and completed three others that reduce risk of harm from flooding and erosion. One of the projects completed, the Lower Russell Setback Levee and Floodwall, is the largest capital expenditure WLRD has managed as service provider to the District.
- **Hazard Identification, Planning, and Mitigation:** Finalized the South Fork Skykomish flood study mapping and submitted the maps to FEMA for adoption. Continued progress on the Lower Snoqualmie CMZ study, small creeks flood studies, and Levee Breach Analyses. Continued work with UW's Climate Impacts Group to understand how changing rain and snowfall patterns could impact future river flooding. Acquisition of 26.4 acres of property to permanently reduce flood risk to residents and residential structures.
- **Flood Warning Program:** Responded to one rare June flood event that resulted in minor flooding on the Snoqualmie River. Made progress on planning work to rebuild all flood warning systems with modern, reliable technology. WLRD has also continued efforts to secure federal damage reimbursement following the flood disaster in February 2020.
- **Asset Management:** Inspected approximately 10 percent of the levees and revetments within the RFI.
- **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. WLRD is also supporting the District's efforts to develop the new Lake Sammamish grant program.

¹⁴ [Salmon Conservation and Restoration \(govlink.org\)](https://govlink.org)

The actions described in this report represent progress on the District’s commitment to integrated floodplain management and multi-benefit projects. WLRD looks forward to advancing this work further with a focus on equity and social justice to ensure the District’s program delivers benefits to the people most vulnerable to flood hazards in our community. This work is critically tied to objectives laid out in the King County Strategic Plan, the Equity and Social Justice Strategic Plan, and the Strategic Climate Action Plan.

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 2022 Revised Operating and Capital Budget

Appendix C. King County Flood Control District Operating Expenditures, April-September 2022

Appendix D. King County Flood Control District Capital Expenditures, April-September 2022

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 records⁷ 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.

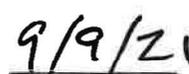
16.5. Extension of Privilege. For the purposes of the privileges, including attorney client and work product, between the District and its attorney, the Parties agree that when County Council staff are supporting a County councilmember in his or her ex officio role as a Flood Control District Supervisor,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



Dow Constantine
King County Executive



Dated

Approved as to Form:

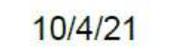


Daniel T. Satterberg
King County Prosecuting Attorney





Russell Prugh, Senior Deputy Prosecuting
Attorney



Dated

KING COUNTY FLOOD CONTROL ZONE DISTRICT



Dave Upthegrove Dated Chair, King County Flood Control Zone District

Approved as to Form:



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

Appendix B: King County Flood Control District 2022 Revised Operating & Capital Budget

Operating Budget	Total
Annual Maintenance	\$2,533,518
Flood Hazards Plan, Grants, Outreach	\$850,653
Flood Hazard Studies, Maps, Technical Services	\$5,065,964
Flood Preparation, Flood Warning Center	\$1,198,487
Program Management, Supervision, Finance, Budget	\$1,971,187
Program Implementation	\$1,921,599
Overhead / Central Costs	\$3,197,399
Total	\$16,738,808

Capital Budget	Total
Snoqualmie River Basin	\$30,478,830
Cedar River Basin	\$55,099,880
Green River Basin	\$166,136,448
White River Basin	\$2,718,890
Effectiveness Monitoring	\$1,649,370
Countywide Miscellaneous	\$1,650,008
Opportunity Fund	\$22,679,070
Grant Fund	\$56,705,466
Total	\$337,117,962

Appendix C: King County Flood Control District Operating Expenditures, April - September 2022

Description	Apr	May	Jun	Jul	Aug	Sep	Total
Annual Maintenance	\$231,675	\$88,320	\$131,651	\$192,762	\$98,745	\$145,797	\$888,951
Flood Hazards Plan, Grants, Outreach	\$57,881	\$58,015	\$77,089	\$93,716	\$84,186	\$59,582	\$430,469
Flood Hazard Studies, Maps, Technical Services	\$115,538	\$160,578	\$142,032	\$215,956	\$126,727	\$202,828	\$963,659
Flood Preparation, Flood Warning Center	\$14,407	\$7,584	\$63,992	\$4,756	\$7,570	\$23,570	\$121,881
Program Management, Supervision, Finance, Budget	\$247,852	\$400,067	(\$53,356)	\$411,098	\$141,142	\$121,617	\$1,268,418
Program Implementation	\$105,175	\$171,335	\$217,534	\$213,291	\$159,086	\$148,904	\$1,015,325
Overhead / Central Costs	\$277,449	\$182,742	\$314,522	\$344,755	\$181,674	\$182,987	\$1,484,127
Total	\$1,049,976	\$1,068,642	\$893,464	\$1,476,334	\$799,130	\$885,285	\$6,172,830

Appendix D: King County Flood Control District Capital Expenditures, April- September 2022

Basin	Apr	May	Jun	Jul	Aug	Sep	Total
Skykomish/Miller Rivers	(\$16,212)	\$13,358	\$5,359	\$7,215	\$9,871	\$35,533	\$55,123
Upper Snoqualmie River	\$228,457	\$38,369	\$72,143	\$74,482	\$42,259	\$190,327	\$646,038
Lower Snoqualmie River	\$174,577	\$60,193	\$39,171	\$48,080	\$97,047	\$121,047	\$540,115
Tolt River	\$15,647	\$86,017	\$50,664	\$25,842	\$40,836	\$40,334	\$259,340
Raging River	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sammamish River	\$82,542	\$126,846	\$42,406	\$68,170	\$227,844	\$199,201	\$747,009
Major Lake Tributaries	\$45,750	\$0	\$0	\$0	\$0	\$0	\$45,750
Cedar River	\$437,712	\$1,695,237	\$266,330	\$516,489	\$4,833,438	\$261,388	\$8,010,595
Green River	\$891,316	\$2,302,815	\$4,915,403	\$1,860,597	\$1,677,481	\$4,539,933	\$16,187,544
White River	\$63,750	\$66,541	\$41,101	\$78,745	\$435,996	\$45,100	\$731,233
Grant Funds	\$3,377,291	\$344,741	\$906,154	(\$35,332)	\$1,109,979	\$1,155,802	\$6,858,635
Monitoring/Maintenance	\$114,690	\$31,982	\$62,243	\$62,671	\$60,962	\$83,177	\$415,725
Subregional Opportunity Fund	\$509,512	\$226,400	\$16,244	\$526,776	\$32,932	\$401,956	\$1,713,820
Countywide Miscellaneous	(\$104,341)	\$65,884	\$62,187	\$67,614	\$107,802	(\$78,198)	\$120,948
Total	\$5,820,690	\$5,058,383	\$6,479,406	\$3,301,348	\$8,676,447	\$6,995,602	\$36,331,875