

**King County Flood Control District
2022 Annual and 2023 First Quarter
Performance Report**

April 30, 2023



King County

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II. Flood Control District Resolution 2021-06 Text

This annual report is required by an Interlocal Agreement (ILA) between King County and the King County Flood Control District (FCD), which was amended and approved by Ordinance 19317 and FCD Resolution 2021-06.¹ Section 11.1 of the ILA describes the reporting requirement:

- 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 2022 and the first quarter of 2023 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.

Throughout the reporting period, WLRD demonstrated resilience and adaptability while navigating staffing limitations associated with national post-pandemic employment trends and made strong progress on the District's work program. This report details specific accomplishments and progress within the five core work program areas described below:

- **Structural Protection**
- **Hazard Identification, Planning, and Mitigation**
- **Flood Warning Program**
- **Asset Management**
- **Risk Reduction through Partnerships**

The actions described in this report represent progress on the District's adopted 2022 and 2023 work plans, as well as toward implementation of adopted policies, such as the FCD Motion on integrated floodplain management. The District's 2022 Adopted Budget (Appendix B), 2022 Expenditures (Appendix C), and 2023 Adopted Budget (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.

Division Overview: 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

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

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 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 provides operating functions such as the flood warning center, facility inspections and repairs, and oversees design, planning and construction of the majority of the District's capital projects. This work is informed by the District's adopted policies, including the Motion for integrated floodplain management.² WLRD's work 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 Hazard 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 Federal Emergency Management Agency (FEMA).³ King County's Class 2 rating through CRS provides a 40 percent discount on flood insurance premiums to policy holders in unincorporated King County. The County is coordinating with the District on the Flood Management Plan update.

Report Methodology: The annual report was developed by WLRD. Data were 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.

² Motion FCD20-07 [\[LINK\]](#)

³ National Flood Insurance Program [\[LINK\]](#)

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 ongoing work. The budgetary and financial reports included in the appendices reflect County budgetary practices, as well as the Washington State Auditor’s Office Budgeting, 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 nine years of work and four 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 two 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:

Table 1: Projects in construction, along with other capital projects in the design and planning phases.

Project Name and Location	2022 Activity	Purpose	Cost Estimate ⁴
Lower Russell Setback Levee and Floodwall, Kent, Green River ⁵	Completed construction	Reduced flood risks to commercial and residential properties in the City of Kent.	\$58.1 million
Jan Road Levee Setback, Cedar River	Completed construction	Improved flood storage and conveyance by removing the existing levee, installing a setback levee, excavating a floodplain side channel, and installing ballasted wood jacks to protect a revetment. The project also provided habitat mitigation for large wood removed from the river in 2017.	\$16 million
Cedar River Trail (CRT) 5 and 5B, Cedar River	Completed construction for CRT 5B; CRT 5 is in design.	Two levee repair projects that protect State Route (SR) 169, the Cedar River Trail, and a regional fiber optic line. Repairs at Site 5 and 5B are now separate lines on the District’s Capital Improvement Program.	\$315,000 (Site 5B); \$1.5 million (Site 5)

⁴ Cost estimates include planning, design, real estate, permitting, construction, post-project maintenance and monitoring, and contingency.

⁵ 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	2022 Activity	Purpose	Cost Estimate
Reinig Road Revetment Repair City of Snoqualmie, Snoqualmie River	Completed construction	Bank stabilization to protect Canyon Springs water main, Puget Sound Energy transmission line, and Reinig Road.	\$6.3 million
Irwin Right Bank Revetment Repair, Issaquah Creek	Completed construction	Repair flood-damaged revetment to protect sole-access road for a home.	\$740,000
Cedar River Trail (CRT) Site 2 Repair	Completed construction	Repair flood-damaged revetment to protect SR 169 and fiber optic cable as part of the Riverbend Floodplain Restoration project.	\$5.5 million
Black River Pump Station, Renton, Green River	Ongoing 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. The pump station also evacuates floodwaters should levees overtop during a flood event.	\$12.1 million
Circle River Ranch, Snoqualmie River	Engineering, design and permitting	Reduce flood and erosion risks to homes in the neighborhood. Announced the District's selected alternative to the neighborhood in June 2022. Construction is scheduled for 2024.	\$4.6 million
Momb Revetment 2020 Repair, Issaquah Creek	Engineering, design and permitting	Revetment repair to protect a neighborhood's sole access road from flood and erosion. WLRD pursued a construction easement following District approval in August 2022.	\$920,000
Stossel Long Term Repair, Snoqualmie River	Engineering, design and permitting	Decrease erosion risk along 310th Avenue Northeast (north of Northeast Carnation Farm Road), along the right bank abutment of the Stossel Bridge.	\$900,000
Dutchman Road Repair, Snoqualmie River	Engineering, design and permitting	Repair revetment providing sole access to residences and business on the west side of the Snoqualmie Valley downstream of Duvall.	\$9 million
Belmondo Levee 2020 Repair, Cedar River	Engineering, design and permitting	Repair a levee that protects critical infrastructure including SR 169, the Cedar River Trail, and a regional fiber optic line.	\$725,000
Fort Dent Levee Repair Project, Green River	Engineering, design and permitting	Repair a damaged flood protection facility in the City of Tukwila.	\$3.5 million

Project Name and Location	2022 Activity	Purpose	Cost Estimate
Gunter Levee Project, Green River	Engineering, design and permitting	Reconstruct a levee to provide protection from a 500-year flood in the Lower Green River.	\$50.7 million
Kent Airport Levee Repair, Green River	Engineering, design and permitting	Reduce flood erosion risks to a sole access road and commercial buildings.	\$270,000
Lower Frew Levee Setback, Tolt River	Engineering, design and permitting	Reduce flood risks and improve habitat in and along the Lower Tolt River.	\$17.3 million
O'Connell Revetment 2021 Repair, Kent, Green River	Engineering, design and permitting	Stabilize the O'Connell revetment slope and move or replace the road shoulder and guardrail.	\$1.6 million
Tolt River Road Elevation at San Souci, Tolt River	Engineering, design and permitting	Reduce risk of isolation to private properties on Tolt River Road Northeast.	\$2.25 million
Tabor-Crowall and Brodell Revetment Repair, Cedar River	Engineering, design and permitting	Repair a damaged revetment and protect SR 169.	\$5.7 million
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.	\$2.8 million
Maplewood Feasibility Study, Cedar River	Study completed	Flood-landslide scenario risk analysis report transmitted in February 2021. WLRD is evaluating options to communicate study results to the community.	\$490,000
Level of Service Analysis, Tolt River	Study completed	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 of projects.	\$1.1 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 University of Washington’s (UW) 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. Channel migration zone (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.⁶

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 an Outreach and Communication Plan (OCP) for an Issaquah Creek CMZ study, which the District approved in April and August 2022, respectively. Implementation of the OCP, field work, and technical analyses are underway, and a draft study report and map will be prepared in 2023.

Flood Studies and Mapping

Flood hazard maps provide risk detail for areas of the county. Mapped details include the floodway, 100-year floodplain, 500-year floodplain and channel migration zones.⁷ Individuals can use flood maps to reduce risk to people and property. FEMA uses the maps to update Flood Insurance Rate Maps. As a member of the National Flood Insurance Program and CRS Class 2 Community, King County must use flood maps to review development proposals in unincorporated areas to prevent the creation of new risk.

Flood hazard mapping for the South Fork Skykomish River was finalized following a public meeting in March 2022 with a 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 Creek 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. Technical analyses for studies of Jenkins, Little Soos, and Covington creeks are underway and WLRD 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 community engagement, outreach, and technical analyses for the study are underway. Draft flood hazard maps are anticipated to be complete in the second quarter of 2024.

Climate Change and Future Flooding Analysis

Since 2018, WLRD has been working with the UW Climate Impacts Group 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 River, South Fork Skykomish River, and the Green River above the Howard Hanson Dam—will increase over this century.⁸ A third phase of work was initiated in August 2021 to include analyses of the Cedar and White rivers and update the technical

⁶ WAC 173-26-221 [[LINK](#)]

⁷ 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.

⁸ 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](#)]

approach used for the Green and Snoqualmie rivers. Draft reports for each river system are anticipated in August 2023.

Levee Breach Analysis

Following the recommendations of the 2019 Levee Breach Analysis for the King County Rivers report, WLRD has made progress on a levee breach analysis mapping and risk assessment study along five river levee containment systems. Consultant work including detailed technical analyses and risk assessment of levee breaches in three of the five study areas was ongoing through 2022. WLRD received initial results in the fourth quarter of 2022 for the Raging River and expects results in early 2023 for the Tolt River. The South Fork Snoqualmie River results are expected in mid-2023. For the remaining two rivers, WLRD anticipates finalizing a contract amendment to complete the South Fork Skykomish River task of the levee breach analysis mapping and risk assessment in the first quarter of 2023 and work will begin immediately. WLRD has also 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 (previous item) into the study. WLRD anticipates work to begin on the Cedar River study in late 2023 or 2024.

Floodplain Management Planning

The County is coordinating with the District on the Flood Management Plan update. A public kickoff meeting and initial partner planning committee meeting took place in the fourth quarter of 2022. Flood hazard workshops took place throughout the first quarter of 2023 to discuss hazards and associated problems and identify potential risk reduction approaches. Additionally, an interactive site on the King County Engagement Hub launched to share opportunities for the public to get involved in the planning process.⁹

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 five home elevations underway. Thirty-six 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 January 2022 and March 2023, WLRD acquired 9.4 acres of property for \$5.7 million to permanently reduce flood risk to residents and residential structures.

⁹ 2024 King County Flood Management Plan Engagement Hub [\[LINK\]](#)

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 more than ten years ago—lacks the reliability needed for essential, life-safety systems. King County Department of Information Technology is working with WLRD to update 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. The project is included in the 2023 budget.

Flood Response

Since January 2022, the Flood Warning Center has opened in response to nine flood events. The Snoqualmie River reached Phase 2 during all these events. Flood Patrols were activated during five of the floods. The primary impact from the river flooding during this time period was road closures.

Date of Flood Warning Center opening	Continuous hours of operation	Rivers that reached Flood Phase 2 or higher	Peak Flood Phase
January 6, 2022	25.5	Snoqualmie, Tolt, Issaquah Creek, White	2
January 11, 2022	24	Snoqualmie, Tolt, White	3
January 20, 2022	14.5	Snoqualmie, Tolt	3
February 28, 2022	33	South Fork Skykomish, Snoqualmie, Tolt, Issaquah Creek, Cedar, Green, White	3
June 10, 2022	13.5	Snoqualmie	2
October 31, 2022	10.5	Snoqualmie	2
November 4, 2022	27	South Fork Skykomish, Snoqualmie, Tolt, White	4
December 24, 2022	12	Snoqualmie	2
December 26, 2022	7.5	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 continued to pursue FEMA funding for 11 projects related to the February 2020 flood event that have a nexus with District-authorized projects (nine on the Cedar River and two on Issaquah Creek). At this time, FEMA has obligated funding for three of the Cedar River repair projects.

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 more than 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 348 facilities in the RFI during the reporting period.

More inspections will take place in late summer and early fall 2023 when low flow conditions allow greater visibility of the facilities

E. Risk Reduction Through Partnerships

WLRD administers the grant funding programs authorized by the District and is currently managing 328 open Cooperative Watershed Management (CWM) programs and Flood Reduction Grant Program grants, including 134 new grant awards issued by the District in 2022. In 2022 and early 2023, 85 grants were closed out. Over the past six months, WLRD initiated the process of transitioning to an online grant management system to manage the grant application process and the grant funds more efficiently.

VI. Conclusion

This report provides the District's Board of Supervisors with the status of work completed in 2022 and the first quarter of 2023. Resilience and adaptability continue to be themes in the work of floodplain management. While navigating post-pandemic staffing limitations, WLRD made strong progress on the District's work program.

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

- **Structural Protection:** Progress on 12 capital projects and completion of six projects that reduce risk of harm from flooding and erosion to people, property, and infrastructure.
- **Hazard Identification, Planning and Mitigation:** Completed draft for Lower Snoqualmie River CMZ study and map, and continuing progress on the Issaquah Creek CMZ study. South Fork Skykomish flood hazard mapping completed and submitted to FEMA in third quarter 2022, and flood studies of several creeks underway with draft mapping expected in 2023. Initial results for the Raging River Levee Breach Analysis received in fourth quarter 2022, and Tolt and South Fork Snoqualmie results expected in 2023. Between January 2022 and March 2023, 9.4 acres of property was acquired for \$5.7 million to permanently remove residential structures from flood risk.

- **Flood Warning Program:** Nine flood events occurred in 2022 requiring opening and staffing of the Flood Warning Center, five of which required flood patrol activations. Planning work with King County Department of Information Technology to update our warning technology systems was initiated and is underway. Meanwhile, coordination continued in 2022 to secure FEMA funding to repair flood damages that occurred during the February 2020 Presidential Major Disaster with positive results.
- **Asset management:** WLRD inspected 348 facilities in the RFI during the reporting period.
- **Risk Reduction Through Partnerships:** In this reporting period, WLRD closed out 85 grants, and continues to manage 328 open CWM and Flood Reduction grants.

Thank you to the staff in the River and Floodplain Management Section and WLRD whose daily work is reflected in this report. This report could not have been completed without their teamwork.

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 Budget
- Appendix C. King County Flood Control District 2022 Expenditures
- Appendix D. King County Flood Control District 2023 Adopted Budget

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

 9/9/21
Dow Constantine Dated
King County Executive

Approved as to Form:

 10/4/21
Daniel T. Satterberg
King County Prosecuting Attorney

 10/4/21
Russell Prugh, Senior Deputy Prosecuting Dated
Attorney

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.

King County Flood Control District 2022 Budget

Flood Control District Administration

Flood District Administration \$2,338,637

Operating Budget

Description	
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

Project	Description	
Snoqualmie River Basin		
1044461	WLFL0 SF SKYKMSH REP LOSS MIT	\$2,500,000
1044460	WLFL0 TIMBER LN EROSN BUYOUTS	\$840,000
1135532	WLFL0 TIMBERLANE 2019 REPAIR	\$8,000
1134874	WLFL1 BENDIGO UPR SETBACK N BEND	\$48,649
1121044	WLFL1 CIRCLE RVR RANCH RISK RED	\$222,775
1141729	WLFL1 MASON THORSON ELLS 2022 REPAIR	\$155,000
1139694	WLFL1 MF FLOOD CONVEYANCE N BEND	\$298,915
1137758	WLFL1 MF RESIDENTIAL FLD MTGTN	\$2,273,844
1142654	WLFL1 NF SNOQUALMIE RES FLD MIT	\$2,000,000
1134910	WLFL1 NORMAN CREEK DS CULV	\$1,920
1134340	WLFL1 NORTH FORK BRIDGE FEASIBILITY	\$132,142
1132629	WLFL1 RECORD OFFICE 2016 REPAIR	\$1,667,295
1132458	WLFL1 REIF RD LEVEE IMPROVEMENTS	\$67,000
1132628	WLFL1 REINIG RD RVTMNT 2016 REPAIR	\$526,000
1132457	WLFL1 RIBARY CREEK	\$929,964
1129364	WLFL1 SHAKE MILL LB 2016 REPAIR	\$202,109
1129363	WLFL1 SHAKE MILL RB 2016 REPAIR	\$11,331
1044517	WLFL1 UPR SNO RES FLD MITIGTN	\$4,690,540
1132338	WLFL1 USACE PL 84-99 SF SNO	\$527,995
1137399	WLFL2 CITY SNOQ HOME ELEVATIONS	\$368,000
1116342	WLFL2 DUTCHMAN RD REVETMENT	\$768,795
1140147	WLFL2 FALL CITY FLOODPLAIN RESTORATION	\$299,934
1044581	WLFL2 FARM FLOOD TSK FORCE IMP	\$136,338
1137352	WLFL2 FISH HATCHERY RD BR #61B REPAIR	\$321,410
1139119	WLFL2 JOY 2020 REPAIR	\$35,791
1130514	WLFL2 L SNO 2019 BANK REPAIR	\$1,121,071
1044576	WLFL2 L SNO/ALDAIR CORRDR PLN	\$61,622
1044582	WLFL2 LWR SNO RESDL FLD MITGTN	\$1,720,000
1137400	WLFL2 MUD CREEK SEDIMENT FACILITY	\$432,000
1130515	WLFL2 SNOQUALMIE VALLEY FEAS	\$377,160
1133884	WLFL2 STOSSEL RB 2018 REPAIR	\$32,919
1134344	WLFL2 STOSSEL REVETMENT	\$389,880
1136473	WLFL3 HOLBERG 2019 REPAIR	\$250,000
1132019	WLFL3 HOLBERG FEASIBILITY	\$59,100

1131803 WLFL3 LOWER FREW LEVEE SETBACK	\$756,433
1112034 WLFL3 LOWER TOLT RIVER ACQUISITION	\$993,390
1131563 WLFL3 RIO VISTA PROPERTY ACQ	\$1,812,136
1044645 WLFL3 SAN SOUCI NBRHOOD BUYOUT	\$153,211
1141399 WLFL3 SAN SOUCI ROAD ELEVATION	\$714,448
1131560 WLFL3 SEDIMENT MGMT FEAS	\$70,152
1131562 WLFL3 SR 203 BR IMPRVMNTS FEAS	\$311,866
1131559 WLFL3 TOLT R LEVEE L.O.S. ANALYSIS	\$319,915
1115032 WLFL3 TOLT R NATURAL AREA ACQ	\$1,175,912
1132002 WLFL3 UPPER FREW LEVEE SETBACK	\$209,000
1044647 WLFL4 ALPINE MANOR NEIGHBORHOOD BUYOUT	\$429,930
1130553 WLFL4 RAGING SCOUR REPAIR 2017	\$54,938
TOTAL SNOQUALMIE BASIN	\$30,478,830

Cedar River Basin

1130555 WLFL5 ALLEN LK OUTLET IMPRVMNT	\$809,915
1137401 WLFL5 GEORGE DAVIS CRK CITY OF SAMMAMISH	\$400,000
1139121 WLFL5 IRWIN R 2020 REPAIR	\$488,500
1142460 WLFL5 ISSAQUAH CREEK CIS	\$100,000
1139124 WLFL5 JEROME 2020 REPAIR	\$339,799
1142655 WLFL5 LK SAMMAMISH FLOOD MIT GRANTS	\$1,000,000
1139125 WLFL5 MOMB 2020 REPAIR	\$240,000
1139624 WLFL5 SAMMAMISH CIS	\$1,364,315
1112037 WLFL5 WILLOWMOOR FLDPLAIN REST	\$1,056,184
1140150 WLFL6 148TH AVE SE LARSEN LK BELLEVUE	\$400,000
1137403 WLFL6 BEAR CRK FLOOD EROSION REDMOND	\$1,549,872
1137759 WLFL6 FACTORIA BLVD DRAINAGE	\$6,814,000
1132986 WLFL6 ISSAQUAH TRIB FEAS	\$26,629
1116846 WLFL6 LOWER COAL CRK PH I	\$121,338
1132746 WLFL6 MAY VALLEY DRAINAGE IMPRVMNT	\$305,174
1139129 WLFL7 BELMONDO 2020 REPAIR	\$225,000
1139696 WLFL7 BYERS NEIGHBORHOOD IMPROVEMENTS	\$212,400
1044734 WLFL7 CDR PRE-CONST STRTGC ACQ	\$3,068,673
1116060 WLFL7 CEDAR LEVEE SETBACK FEAS (Cedar Corri	\$134,227
1138280 WLFL7 CEDAR R TRAIL SITE 2	\$780,406
1139131 WLFL7 CEDAR RAPIDS ELJ6 2020 REPAIR	\$1,606
1134342 WLFL7 CEDAR RES FLOOD MITIGATION	\$2,372,866
1044729 WLFL7 CEDAR RVR GRAVEL REMOVAL	\$2,526,808
1131690 WLFL7 CITY OF RENTON LEVEE CERTIFICATION	\$4,242,620
1139132 WLFL7 CRT SITE 5 2020 REPAIR	\$344,446
1142966 WLFL7 CRT SITE 5B 2020 REPAIR	\$315,000
1139187 WLFL7 CRT2 ZONE D 2020 REPAIR	\$5,332,979
1139188 WLFL7 DORRE DON AVULSION ANALYSIS	\$63,466
1139698 WLFL7 DORRE DON NBHOOD IMPRVMNT	\$800,000
1131549 WLFL7 HERZMAN LEVEE SETBACK	\$1,136,132
1134911 WLFL7 ISSAQUAH MAY VALLEY IMPV	\$11,681
1131550 WLFL7 JAN RD LEVEE SETBACK	\$12,336,821
1131689 WLFL7 LOWER CEDAR FEASIBILITY STUDY	\$435,544
1131548 WLFL7 LOWER JONES ROAD NEIGHBORHOOD	\$2,401,977
1130556 WLFL7 MADSEN CR CULVERT 2017	\$137,930
1137270 WLFL7 MADSEN CR RENTON	\$403,055
1131687 WLFL7 MAPLEWOOD FEASIBILITY STUDY	\$15,031
1139189 WLFL7 TABOR-CROWALL REVETMENT	\$1,040,886
1130557 WLFL7 SR 169 FLOOD REDUCTION	\$1,744,600
TOTAL CEDAR RIVER BASIN	\$55,099,880

Green River Basin

1116515 WLFL8 BRISCOE LEVEE SETBACK	\$1,973,224
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$161,451
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$2,056,124
1129574 WLFL8 BRPS HIGH-USE ENGINES	\$6,571,000
1139702 WLFL8 BRPS SEISMIC UPGRADES	\$1,905,463
1130024 WLFL8 BRPS SUPPORT SYS UPGRADES	\$1,075,918
1137760 WLFL8 COVINGTON CR BLACK DIAMOND	\$2,293,500
1138676 WLFL8 DESIMONE MAJOR REPAIR USACE	\$1,523,182
1141900 WLFL8 DYKSTRA 2022 REPAIR	\$50,000
1139190 WLFL8 FORT DENT 2020 REPAIR	\$488,877
1141284 WLFL8 FORT DENT US 2021 REPAIR	\$232,723
1135536 WLFL8 GALLIDYKSTRA 2020 REPAIR	\$497,631
1044961 WLFL8 GREEN PRE-CONST ACQ	\$13,306,618
1130559 WLFL8 GREEN SCOUR REPAIR 2017	\$102,476
1132391 WLFL8 HSB BREDA SETBACK - KENT	\$6,200,000
1129576 WLFL8 HSB MCCOY REALIGNMENT	\$471,094
1141901 WLFL8 KENT AIRPORT RVTMNT 2022 REPAIR	\$270,000
1134341 WLFL8 LONES LEVEE RESTORATION	\$1,850,000
1132007 WLFL8 LOWER RUSSELL ACQ KENT	\$100,012
1130118 WLFL8 LWR GRN R CORRIDOR PLAN/EIS	\$30,739
1112056 WLFL8 LWR RUSSELL LEVEE SETBACK	\$12,918,128
1126595 WLFL8 MILWAUKEE LEVEE #2-KENT	\$17,375,438
1139191 WLFL8 NEWAUKUM CR FLOOD CONVEYANCE RES	\$65,000
1141727 WLFL8 O'CONNELL REVETMENT 2021 REPAIR	\$377,525
1127209 WLFL8 OLD JEFF'S FARM REVETMENT	\$596,853
1044881 WLFL8 RUSSELL RD UPPER KENT	\$17,117
1137404 WLFL8 S 106TH ST DRAINAGE IMPVMNT	\$451,000
1130562 WLFL8 SIGNATURE POINTE REVETMENT	\$55,280,255
1135539 WLFL8 TUK REVETMNT 2019 REPAIR	\$63,799
1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$10,830,315
1129367 WLFL8 TUK-205 USACE GACO REPAIR	\$12,718,615
1135538 WLFLS PUGET WAY CULVERT	\$221,201
1129203 WLFLS S PARK DRAINAGE IMPROVEMENTS	\$14,060,404
1112036 WLFLS SOUTH PARK PUMPSTATION	\$766
TOTAL GREEN RIVER BASIN	\$166,136,448

White River Basin

1137405 WLFL9 212TH AVE SE MITIGATION	\$65,000
1143264 WLFL9 A STREET HESCOS	\$420,000
1135540 WLFL9 ANDERSON PARK ACQUISITION	\$100,000
1112049 WLFL9 COUNTYLINE TO A STREET	\$32,497
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$1,405,159
1130561 WLFL9 STREAM #10.0048 DS CULVERT	\$45,000
1130560 WLFL9 STREAM #10.0048 US CULVERT	\$563,406
1135541 WLFL9 STUCK R DR 2019 REPAIR	\$87,828
TOTAL WHITE RIVER BASIN	\$2,718,890

Countywide Costs

1122628 WLFLG FLOOD REDUCTION GRANTS	\$31,189,997
1117333 WLFLG WRIA GRANTS	\$25,515,469
1112022 WLFLM EFFECTIVENESS MONITORING	\$1,649,370
1045042 WLFLG SUBREGNL OPPRTNTY FUND	\$22,679,070
1044281 WLFLX CENTRAL CHARGES	\$300,000

1045333 WLFLX CONST MATERIALS STOCKPILE	\$350,008
1044279 WLFLX FLOOD EMERGENCY CONTGNCY	\$1,000,000
TOTAL COUNTYWIDE COSTS	\$82,683,914

TOTAL CAPITAL BUDGET	\$337,117,962
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Flood Control District Total	\$356,195,407
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Notes:

1) The amounts shown here represent the annual project budgets as adopted in Resolution FCD2022-06.

King County Flood Control District 2022 Expenditures

Flood Control District Administration

Flood District Administration \$2,679,165

Operating Expenditures

Description	
Annual Maintenance	\$1,752,937
Flood Hazards Plan, Grants, Outreach	\$900,948
Flood Hazard Studies, Maps, Technical Services	\$1,910,692
Flood Preparation, Flood Warning Center	\$687,436
Program Management, Supervision, Finance, Budget	\$1,984,215
Program Implementation	\$2,394,343
Overhead / Central Costs	\$3,111,235
Total	\$12,741,806

Capital Expenditures

Project	Description	
Snoqualmie River Basin		
1044461	WLFL0 SF SKYKMSH REP LOSS MIT	\$77,128
1044460	WLFL0 TIMBER LN EROSN BUYOUTS	\$553
1135532	WLFL0 TIMBERLANE 2019 REPAIR	\$21,871
1134874	WLFL1 BENDIGO UPR SETBACK N BEND	\$1,270
1121044	WLFL1 CIRCLE R RANCH RISK RED	\$228,213
1141729	WLFL1 MASON THORSON ELLS 2022 REPAIR	\$56,225
1139694	WLFL1 MF FLOOD CONVEYANCE	-\$1,085
1137758	WLFL1 MF RESIDENTIAL FLD MTGTN	\$1,643
1142654	WLFL1 NF SNOQUALMIE RES FLD MIT	\$53
1134340	WLFL1 NORTH FORK BRIDGE FEAS	\$86,628
1132629	WLFL1 RECORD OFFICE 2016 REPAIR	\$1,178,726
1132628	WLFL1 REINIG RD 2016 REPAIR	\$494,308
1132457	WLFL1 RIBARY CREEK	\$4,968
1129364	WLFL1 SHAKE MILL LB 2016 REPAIR	\$2,063
1129363	WLFL1 SHAKE MILL RB 2016 REPAIR	\$15,486
1044517	WLFL1 UPR SNO RES FLD MITIGTN	\$223,931
1132338	WLFL1 USACE PL 84-99 SF SNO	\$112,821
1044576	WLFL2 ALDAIR BUYOUT	\$11,415
1116342	WLFL2 DUTCHMAN RD 2012 REPAIR	\$565,974
1044581	WLFL2 FARM FLOOD TSK FORCE IMP	\$8,303
1137352	WLFL2 FISH HATCHERY RD BR #61B REPAIR	\$11,913
1139119	WLFL2 JOY 2020 REPAIR	\$7,393
1044582	WLFL2 LWR SNO RESDL FLD MITGTN	\$987,804
1137400	WLFL2 MUD CREEK SEDIMENT FACILITY	\$30,101
1044579	WLFL2 SNOQUALMIE 13.5 REVETMN	\$414
1130515	WLFL2 SNOQUALMIE VALLEY FEAS	\$24,951
1134344	WLFL2 STOSSEL MAJOR REPAIR	\$332,316
1133884	WLFL2 STOSSEL RB 2018 REPAIR	\$1,427
1132019	WLFL3 HOLBERG FEASIBILITY	\$2,306
1112034	WLFL3 LOWER TOLT R ACQUISITION	\$7,768
1131563	WLFL3 RIO VISTA PROPERTY ACQ	\$895,832
1141399	WLFL3 SAN SOUCI ROAD ELEVATION	\$41,732
1131560	WLFL3 SEDIMENT MGMT FEAS	\$14,923
1131562	WLFL3 SR 203 BR IMPRVMNTS FEAS	\$103,419

1131559 WLFL3 TOLT R LEVEE L.O.S. ANALYSIS	\$167,847
1115032 WLFL3 TOLT R NATURAL AREA ACQ	\$25,309
1132002 WLFL3 UPPER FREW LEVEE SETBACK	\$175
TOTAL SNOQUALMIE BASIN	\$5,746,125

Cedar River Basin

1130555 WLFL5 ALLEN LK OUTLET IMPRVMNT	\$46,394
1139121 WLFL5 IRWIN R 2020 REPAIR	\$502,298
1139124 WLFL5 JEROME 2020 REPAIR	\$35
1139125 WLFL5 MOMB 2020 REPAIR	\$137,420
1139624 WLFL5 SAMMAMISH CIS	\$417,608
1112037 WLFL5 WILLOWMOOR FLDPLAIN REST	\$295,630
1140150 WLFL6 148TH LARSEN LK BELLEVUE	\$314,798
1116846 WLFL6 LOWER COAL CRK PH I	\$41,872
1132746 WLFL6 MAY VALLEY DRAINAGE IMPRVMNT	\$45,921
1139129 WLFL7 BELMONDO 2020 REPAIR	\$184,143
1139696 WLFL7 BYERS NBHOOD IMPROVMENTS	\$355
1044734 WLFL7 CDR PRE-CONST STRTGC ACQ	\$13,801
1139131 WLFL7 CEDAR RAPIDS ELJ6 2020 REPAIR	\$1,606
1134342 WLFL7 CEDAR RES FLOOD MITIGATION	\$2,105,855
1044729 WLFL7 CEDAR RVR GRAVEL REMOVAL	\$236,333
1131690 WLFL7 CITY OF RENTON LEVEE CERTIFICATION	\$80,542
1138280 WLFL7 CRT SITE 2 2020 REPAIR	\$781,575
1139132 WLFL7 CRT SITE 5 2020 REPAIR	\$124,162
1142966 WLFL7 CRT SITE 5B 2020 REPAIR	\$309,074
1139187 WLFL7 CRT2 ZONE D 2020 REPAIR	\$131
1139188 WLFL7 DORRE DON AVULSION ANALYSIS	\$5,359
1131549 WLFL7 HERZMAN LEVEE SETBACK AND TRAIL	\$822,356
1131550 WLFL7 JAN ROAD NEIGHBORHOOD	\$11,045,216
1131689 WLFL7 LOWER CEDAR FEASIBILITY STUDY	\$264,770
1131548 WLFL7 LOWER JONES ROAD NEIGHBORHOOD	\$357,605
1137270 WLFL7 MADSEN CR RENTON	\$365,216
1131687 WLFL7 MAPLEWOOD FEASIBILITY STUDY	\$2,031
1119888 WLFL7 RIVERBEND MHP ACQ	-\$780,396
1130556 WLFL7 SE 162ND AVE AT 266TH CT	\$60,415
1130557 WLFL7 SR 169 FEASIBILITY STUDY	\$1,496,384
1139189 WLFL7 TABOR-CROWALL REVETMENT	\$129,243
TOTAL CEDAR RIVER BASIN	\$19,407,750

Green River Basin

1116515 WLFL8 BRISCOE LEVEE SETBACK	\$19,447
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$8,621
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$1,110,399
1129574 WLFL8 BRPS HIGH-USE ENGINES	\$2,944,138
1139702 WLFL8 BRPS SEISMIC UPGRADES	\$374,962
1130024 WLFL8 BRPS SUPPORT SYS UPGRADE	\$548,265
1137760 WLFL8 COVINGTON CR BLACK DIAMOND	\$116,958
1138676 WLFL8 DESIMONE MAJOR REPAIR	\$771,194
1139190 WLFL8 FORT DENT 2020 REPAIR	\$139,789
1141284 WLFL8 FORT DENT US 2021 REPAIR	\$9,284
1135536 WLFL8 GALLIDYKSTRA 2020 REPAIR	\$269,558
1044961 WLFL8 GREEN PRE-CONSTRCTN ACQ	\$246,219
1132391 WLFL8 HSB BREA LEVEE SETBACK KENT	\$705
1129576 WLFL8 HSB MCCOY REALIGNMENT KENT	\$117,024

1141901 WLFL8 KENT AIRPORT RVTMNT 2022 REPAIR	\$88,377
1134341 WLFL8 LONES LEVEE SETBACK	\$1,850,000
1130118 WLFL8 LWR GRN R CORRIDOR PLAN/EIS	-\$6,563
1112056 WLFL8 LWR RUSSELL/HOLIDAY	\$9,910,746
1126595 WLFL8 MILWAUKEE LEVEE #2-KENT	\$224,762
1139191 WLFL8 NEWAUKUM CR FLOOD CONVEYANCE RES	\$65,000
1141727 WLFL8 O'CONNELL 2021 REPAIR	\$185,849
1137404 WLFL8 S 106TH ST DRAINAGE IMPVMNT	\$440,266
1130562 WLFL8 SIGNATURE PT RVTMNT	\$62,123
1135539 WLFL8 TUK REVETMNT 2019 REPAIR	\$14,422
1129367 WLFL8 TUK-205 GACO WSTRN RPAIR	\$12,144
1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$488,943
TOTAL GREEN RIVER BASIN	\$20,012,633

White River Basin

1143264 WLFL9 A STREET 2022 HESCOS	\$83,935
1130560 WLFL9 CHARLIE JONES US CULV	\$563,406
1112049 WLFL9 COUNTYLINE TO A STREET	\$2,691
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$893,612
1135541 WLFL9 STUCK R DR 2019 REPAIR	\$22,506
TOTAL WHITE RIVER BASIN	\$1,566,150

Countywide Costs

1122628 WLFLG FLOOD REDUCTION GRANTS	\$4,894,824
1117333 WLFLG WRIA GRANTS	\$6,932,046
1112022 WLFLM EFFECTIVENESS MONITORING	\$691,080
1045042 WLFLO SUBREGNL OPPRTNTY FUND	\$3,427,042
1135538 WLFLS PUGET WAY CULVERT	\$947
1129203 WLFLS S PARK DRAIN IMPROVMNTS	\$13,441,744
1112036 WLFLS SOUTH PARK DWMSH BACKWTR	\$221
1044281 WLFLX CENTRAL CHARGES	\$414,001
0000000 Default	\$94,531
TOTAL COUNTYWIDE COSTS	\$29,896,436

TOTAL CAPITAL EXPENDITURES \$76,629,094

Flood Control District Total \$92,050,065

Notes:

1) Negative expenditures reflect refunds or corrections to the project.

2) The Flood District Administrative expenditure is a preliminary estimate as the final number was not available at the time of publication.

King County Flood Control District 2023 Budget

Flood Control District Administration

Flood District Administration \$2,488,637

Operating Budget

Description	
Annual Maintenance	\$2,836,298
Flood Hazards Plan, Grants, Outreach	\$982,429
Flood Hazard Studies, Maps, Technical Services	\$2,786,712
Flood Preparation, Flood Warning Center	\$1,291,336
Program Management, Supervision, Finance, Budget	\$2,006,077
Program Implementation	\$2,015,876
Overhead / Central Costs	\$3,889,428
Total	\$15,808,156

Capital Budget

Project	Description	
Snoqualmie River Basin		
1044461	WLFL0 SF SKYKMSH REP LOSS MIT	\$578,555
1137399	WLFL1 CITY SNOQ HOME ELEVATIONS	\$1,100,000
1139694	WLFL1 MF FLOOD CONVEYANCE N BEND	\$1,500,000
1137758	WLFL1 MF RESIDENTIAL FLD MTGTN	\$1,712,231
1142654	WLFL1 NF SNOQUALMIE RES FLD MIT	\$2,000,000
1135533	WLFL1 NORMAN CREEK US 2024 CULV	\$350,000
1143430	WLFL1 PUMP STATION REVETMENT IMPROVEMEN	\$103,030
1132628	WLFL1 REINIG RD RVTMNT 2016 REPAIR	\$20,000
1132767	WLFL1 TATE CR SCOUR FEASIBILITY	\$150,000
1044517	WLFL1 UPR SNO RES FLD MITIGTN	-\$572,000
1116342	WLFL2 DUTCHMAN RD REPAIR	\$852,322
1137352	WLFL2 FISH HATCHERY RD BR #61B REPAIR	\$186,000
1044576	WLFL2 L SNO/ALDAIR CORRDROR PLN	-\$50,207
1044582	WLFL2 LWR SNO RESDL FLD MITGTN	\$550,971
1130515	WLFL2 SNOQUALMIE VALLEY FEAS	\$99,000
1134344	WLFL2 STOSSEL LONG TERM REPAIR	\$2,076,600
1143837	WLFL3 GIRL SCOUT LEVEE SETBACK	\$50,000
1131803	WLFL3 LOWER FREW LEVEE SETBACK	\$1,130,000
1112034	WLFL3 LOWER TOLT RIVER ACQUISITION	\$17,000
1143840	WLFL3 REMLINGER LEVEE IMPROVEMENTS	\$87,459
1131563	WLFL3 RIO VISTA PROPERTY ACQ	\$139,000
1044645	WLFL3 SAN SOUCI NBRHOOD BUYOUT	\$456,789
1115032	WLFL3 TOLT R NATURAL AREA ACQ	-\$27,740
TOTAL SNOQUALMIE BASIN		\$12,509,010

Cedar River Basin

1130555	WLFL5 ALLEN LK OUTLET IMPRVMNT	\$36,256
1142460	WLFL5 ISSAQUAH CREEK CIS	\$200,000
1139125	WLFL5 MOMB 2020 REPAIR	\$716,721
1139624	WLFL5 SAMMAMISH CIS	\$615,881
1112037	WLFL5 WILLOWMOOR FLDPLAIN REST	\$284,915
1116846	WLFL6 LOWER COAL CRK PH I	\$285,000
1139129	WLFL7 BELMONDO 2020 REPAIR	\$847,770

1139130 WLFL7 BRODELL 2020 REPAIR	\$9,403
1134342 WLFL7 CEDAR RES FLOOD MITIGATION	\$1,531,134
1139132 WLFL7 CRT SITE 5 2020 REPAIR	\$255,554
1142966 WLFL7 CRT SITE 5B 2020 REPAIR	\$5,000
1131549 WLFL7 HERZMAN LEVEE SETBACK	\$8,201,165
1131550 WLFL7 JAN ROAD LEVEE SETBACK	\$26,204
1139189 WLFL7 TABOR-CROWALL-BRODELL 2020 REPAIR	\$722,114
TOTAL CEDAR RIVER BASIN	\$13,737,117

Green River Basin

1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$959,506
1130020 WLFL8 BRPS FISH PASS IMPRVMENTS	\$2,502,589
1129574 WLFL8 BRPS HIGH-USE ENGINES	\$635,154
1139702 WLFL8 BRPS SEISMIC UPGRADES	\$226,613
1130024 WLFL8 BRPS SUPPORT SYS UPGRADES	-\$127,751
1138676 WLFL8 DESIMONE MAJOR REPAIR USACE	\$4,743,038
1141900 WLFL8 DYKSTRA 2022 REPAIR	\$100,000
1139190 WLFL8 FORT DENT 2020 REPAIR	\$540,223
1135536 WLFL8 GALLI-DYKSTRA 2020 REPAIR	\$121,361
1132391 WLFL8 HSB BREDA SETBACK KENT	\$7,900,000
1129576 WLFL8 HSB MCCOY REALIGNMENT USACE	\$2,188,106
1141901 WLFL8 KENT AIRPORT RVTMNT 2022 REPAIR	\$90,000
1130118 WLFL8 LWR GRN R CORRIDOR PLAN/EIS	\$30,000
1141727 WLFL8 O'CONNELL REVETMENT 2021 REPAIR	\$154,629
1130562 WLFL8 SIGNATURE PT REVETMENT KENT	-\$38,440,255
1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$1,526,310
1130021 WLFL8 TUK-205 RATOLO FLOODWALL	\$250,000
TOTAL GREEN RIVER BASIN	-\$16,600,477

White River Basin

1130561 WLFL9 CHARLIE JONES DS CULVERT	\$555,000
1130560 WLFL9 CHARLIE JONES US CULVERT	\$47,000
1143431 WLFL9 WHITE RIVER CIS	\$191,000
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$3,325,844
1134345 WLFL9 SLIPPERY CREEK ACQ	\$55,000
TOTAL WHITE RIVER BASIN	\$4,173,844

Countywide Costs

1122628 WLFLG FLOOD REDUCTION GRANTS	\$12,742,437
1117333 WLFLG WRIA GRANTS	\$10,737,696
1112022 WLFLM EFFECTIVENESS MONITORING	\$633,839
1045042 WLFLG SUBREGNL OPPRTNTY FUND	\$6,023,427
1044281 WLFLX CENTRAL CHARGES	\$200,000
1144911 WLFLX COUNTYWIDE STRATEGIC ACQUISITIONS	\$2,000,000
1144910 WLFLX FLOOD WARNING CTR UPGRADES	\$1,500,000
TOTAL COUNTYWIDE COSTS	\$33,837,399

TOTAL CAPITAL BUDGET	\$47,656,893
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Flood Control District Total	\$65,953,686
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Notes:

1) The amounts shown here represent the budget as adopted in Resolution FCD2022-13. It is the new appropriation for 2023 and does not include carryover budget from the prior year. It is anticipated the FCD Board of Supervisors will adopt the carryover additions to the budget in the second quarter of 2023.

2) Negative amounts are reductions in budget, reflecting disappropriations due to project delay, deferral, or closeout.