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ATTACHMENT B

2002 443

INTERLOCAL AGREEMENT FOR  
THE ADMINISTRATION OF THE  
GREEN RIVER FLOOD CONTROL ZONE DISTRICT

PREAMBLE

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapters 86.15 and 39.34 of the Revised Code of Washington (RCW), by and between the municipal county and city governments signing this Agreement, that are located in King County lying wholly or partially within those areas of the lower Green River watershed that are within the boundaries of the Green River Flood Control Zone District as shown in Appendix A (collectively the "Parties").

The Parties share interests and responsibility for addressing flood hazard reduction planning, river facility project construction and repair, and maintenance and operation of critical flood protection facilities within the lower Green River watershed, and wish to provide for planning, funding and implementation of programs, activities and projects therein. The Parties have actively participated in these interests and responsibilities through the Green River Basin Program since its inception in 1978. In addition, in 1990 the Parties pledged their support for activation of the Green River Flood Control Zone District by King County.

It is the purpose of this Agreement to extend and renew the principles embodied in the 1985 Green River Management Agreement and 1992 Green River Basin Program Interlocal Agreement in order to provide a coordinated program for achieving the goals contained in these two agreements. The Parties further agree that flood hazard reduction, flood warning and emergency response, and integrated resource management is best achieved throughout the approximately 68 square miles of the lower Green River basin through multi-jurisdictional coordination as provided for in this Agreement.

The Green River Flood Control Zone District is a quasi-municipal corporation of the State of Washington, authorized by Chapter 86.15 RCW, which provides a permanent and reliable regional funding source to accomplish the following purposes: to repair and maintain flood protection facilities; to operate and maintain pump stations in the lower Green River watershed; to implement King County's comprehensive flood hazard reduction plan for the Green River Flood Control Zone District; and to coordinate with federal, state and other local agencies for

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

## MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning stated below:
  - 1.1 **JURISDICTIONS ("PARTIES"):** The governments participating in this Agreement as Parties are the County of King and the Cities of Auburn, Kent, Renton and Tukwila. Each of the Parties is a municipal corporation of the State of Washington.
  - 1.2 **BOARD OF SUPERVISORS:** Pursuant to Chapter 86.15.050 RCW, the King County Council members are the Board of Supervisors of the Green River Flood Control Zone District.
  - 1.3 **EXECUTIVE COMMITTEE:** The Executive Committee referred to herein is the governing body responsible for providing advisory policy guidance and recommendations under the terms of this Agreement, as more fully set forth in Section 4.1 below. The membership of the Executive Committee shall consist of the following: the mayors of the Cities of Auburn, Kent, Renton and Tukwila, the King County Executive, and a King County Council member representing the Board of Supervisors. The Executive Committee is responsible for reviewing and providing recommendations on the Green River Flood Control Zone District's annual budget and work program and other related matters as may come before this Committee, and for providing recommendations on these matters, as appropriate, to the Board of Supervisors.
  - 1.4 **TECHNICAL COMMITTEE:** The Technical Committee referred to herein is the cooperative body composed of the public works or department directors and/or their designated representatives of each of the Parties, and any other persons who are deemed by consensus of the Parties to be appropriate participants in addressing the cooperative administration of the Green River Flood Control Zone District and its annual work program and budget, as more fully set forth in Section 4.2 below. The Technical Committee is the body responsible for recommending actions to the Executive Committee related to flood hazard reduction planning and project implementation, and other basin-wide activities

directly related to the purposes of the Green River Flood Control Zone District and the terms of this Agreement.

- 1.5 **GREEN RIVER FLOOD CONTROL ZONE DISTRICT ("DISTRICT"):** This district is a quasi-municipal corporation and independent taxing district authorized for the purposes contained in Chapter 86.15 RCW.
- 1.6 **ADMINISTRATOR:** Administrator, as used herein, means collectively the employees, specialists, technicians, fiscal agents and other personnel supplied by King County to and for the administration of the Green River Flood Control Zone District in accordance with Chapter 86.15 RCW and the administration of the activities and purposes undertaken pursuant to the terms of this Agreement.
- 1.7 **AD VALOREM TAX LEVY:** The ad valorem tax levy, which is based upon the total assessed valuation of property within the District, is the revenue source historically and currently used to fund the flood hazard reduction planning, facilities operation and maintenance, and project and program implementation within the Green River Flood Control Zone District.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 Continue to provide a vehicle for interagency coordination and cooperation among the Parties on flood hazard reduction planning, programs and projects within the Green River Flood Control Zone District.
- 2.2 Continue to provide integrated policy and technical advisory input to the Green River Flood Control Zone District through the Executive and Technical Committees.
- 2.3 Develop and implement contemporary standards and procedures for operating, maintaining and repairing river flood protection facilities and pump stations within the Green River Flood Control Zone District to maximize public health and safety that are consistent with the requirements of the federal Endangered Species Act and other applicable federal, state and local laws and regulations.
- 2.4 Provide a coordinated interjurisdictional mechanism to: (a) more efficiently and effectively implement flood hazard reduction measures and programs in the Green River Flood Control Zone District; (b) cooperate with federal, state, local, and other agencies and parties having jurisdiction and/or resources to support enhanced flood hazard reduction in the Green River Flood Control Zone District; and (c) coordinate and improve flood warning, emergency response and disaster

recovery with the Federal Emergency Management Agency, the U.S. Army Corps of Engineers, the Washington State Emergency Management Division, and, as appropriate, other federal, state and local agencies.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by the five (5) eligible jurisdictions within and representing the geographic areas comprising the Green River Flood Control Zone District, as authorized by each jurisdiction's governing body. Upon the effective date, this Agreement shall remain in effect for a term of ten (10) years; provided, however, that this Agreement may be extended for any such additional terms as the Parties may agree to in writing, in accordance with the Amendment provisions of Section 11 below.
  
4. **ORGANIZATION AND RESPONSIBILITIES OF GREEN RIVER FLOOD CONTROL ZONE DISTRICT.** The Parties to this Agreement hereby agree to participate in and promote the purposes of the Green River Flood Control Zone District and to establish an Executive Committee as the governance structure for promoting and implementing the purposes of this Agreement, and a Technical Committee for promoting and implementing the purposes of this Agreement. These committees will be staffed by King County, which is the Administrator of this Agreement, and which is also the Administrator of the Green River Flood Control Zone, under the provisions of Chapter 86.15 RCW.
  - 4.1 ***Green River Flood Control Zone District Executive Committee.*** The Executive Committee shall:
    - 4.1.1 Select from among its members a chairperson to chair the Executive Committee and to oversee and conduct its annual meeting and any other meetings that may be scheduled; select a vice-chairperson to perform the functions of the chairperson in the event of the chairperson's absence; and adopt rules and procedures for the Executive Committee's operations.
    - 4.1.2 Meet at least annually, no later than October 15 of each year, to review the status of the then current year's flood reduction budget and work program, and to make budget and work program recommendations for the following calendar year. The Executive Committee shall forward their budget and levy rate recommendations for the following year to the Green River Flood Control Zone District's Board of Supervisors no later than

October 31 of each year, and shall also make recommendations on other program and financing proposals as may come before the Executive Committee.

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

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

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

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

4.2.2 Provide performance and peer review of existing technical work products and plans and make recommendations for action, including initial decisions related to the work program, service contracts, and budget and financial operations, for the duration of this Agreement. -

4.2.3 Provide and carry out actions necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement.

- 4.2.4 Work with property owners and development interests to ensure that the ongoing structural integrity and flood protection performance of the Green River Flood Control Zone District's levees and revetments will not be compromised by local land use actions. This shall include, at a minimum, maintaining existing easement areas and/or tracts of land established for this purpose. Local land use actions shall also provide for the obtaining of any additional easement areas or tracts of land reasonably necessary to accommodate levee structural integrity and slope stability needs. Such needs shall be determined in a manner consistent with applicable federal levee engineering guidelines, and with any additional engineering or geotechnical studies prepared for this purpose.
- 4.2.5 Coordinate flood hazard reduction planning and projects with the WRIA 9 Forum's plans and projects relating to conservation and restoration of salmon and salmon habitat, and other projects of mutual benefit.
- 4.2.6 Coordinate flood emergency preparedness, response and post-disaster recovery throughout the Green River Flood Control Zone District.
- 4.2.7 Work directly with the U.S. Army Corps of Engineers to coordinate dam operations and other flood damage reduction programs and projects.
- 4.3 ***Green River Flood Control Zone District Administration.*** In accordance with and as authorized by Chapter 86.15 RCW, King County shall administer the Green River Flood Control Zone District and serve as the lead administrative and technical agency for the Executive and Technical Committees under this Agreement. Certain employees of King County will be assigned to work on the implementation of the goals and objectives of this Agreement. King County further agrees to:
- Administration and Budget
- 4.3.1 Present for review by the Technical and Executive Committees the Green River Flood Control Zone District's annual work program and budget.
- 4.3.2 Use funds raised within the boundaries of the Green River Flood Control Zone District in a manner consistent with the purposes of Chapter 86 RCW and the annual Resolutions authorized by the Board of Supervisors that establish the annual budget and work program for the Green River Flood Control Zone District.

- 4.3.3 Distribute an annual report to the Technical Committee by May 31 of each year accounting for the revenue, expenditures and work accomplished by the Green River Flood Control Zone District during the previous year. Expenditures shall be categorized either as the costs for administration of the Green River Flood Control Zone District or as the costs for maintenance and repair of flood protection facilities and pump stations within the Green River Flood Control Zone District. The annual report shall include an accounting of the Green River Flood Control Zone District's designated and undesignated fund balances.
- 4.3.4 Pursue to the fullest extent practicable all federal, state and local funding opportunities, grants and disaster assistance funding to maintain, repair and/or retrofit the Green River Flood Control Zone District's flood protection facilities. This shall include, where feasible, the purchase of rights and interests in lands and structures for the purposes of flood control and/or flood hazard reduction and mitigation.

Maintenance and Repair

- 4.3.5 Maintain existing levees, revetments, access roads and other flood hazard protection facilities and any appurtenances thereto, within public easements granted for these purposes and/or within publicly owned tracts of lands that lie within the Green River Flood Control Zone District. Such actions and the repair of any damages caused by flooding at these facilities are subject to budget availability and repair priorities.
- 4.3.6 Design and construct all levee and revetment retrofit/reconstruction repair projects in a manner consistent with the guidelines and standards of the "Guidelines for Bank Stabilization Projects in Riverine Environments of King County (1993)," attached as Appendix B, as amended, revised or updated from time to time by King County.
- 4.3.7 Design and construct all levee and revetment repair, retrofit, and reconstruction projects in a manner consistent with slope stability findings and structural design recommendations developed by Shannon and Wilson, Inc., and set forth in their Summary Report: Slope Stability Analysis of Four Green River Bank Stabilization Projects for King County (January 1999), and any subsequent updates and revisions.

- 4.3.8 Design and construct all levee and revetment repair projects in compliance with any requirements of the Endangered Species Act, and other local, state and federal regulations.
  - 4.3.9 Operate and maintain the Black River (P-1), Tukwila (P-17) and Segale pump stations.
  - 4.3.10 Perform project monitoring, as necessary, to evaluate facility performance and to ensure that project design is in conformity with the requirements of the Endangered Species Act and other conditions of federal, state and local permits.
  - 4.3.11 Complete annual levee inspection reports for the Tukwila and Horseshoe Bend 205 projects for the U.S. Army Corps of Engineers.
  - 4.3.12 Coordinate the Green River Flood Control Zone District's projects and activities with, and participate in, the WRIA 9 Forum's planning efforts for salmon conservation. This will include continued support for and participation in the U.S. Army Corps of Engineers' Green-Duwamish Ecosystem Restoration Project, to the extent that such Project involves or affects any of the Green River Flood Control Zone District's flood protection facilities.
- 4.4 ***Pump Operations Procedures Plan.*** The Parties agree to abide by the 1986 Pump Operations Procedures Plan ("Plan"), as amended by the June 30, 1992 Green River Basin Program Interlocal Agreement, establishing specifications for the operation of the Black River (P-1) and Tukwila (P-17) pump stations. The Plan as amended is attached hereto as Appendix C. This Plan may be amended by the Executive Committee upon unanimous approval of the representatives on such Committee. The Parties further agree as follows:
- 4.4.1 Pump station operation and discharge shall be coordinated with gauged flows in the Green River, up to the U.S. Army Corps of Engineers' Green River Standard Project Flood flow profiles.
  - 4.4.2 All new drainage systems discharging directly into the Green River downstream of the Auburn gauge (USGS #12113000) must be designed to cease operation when Green River flow reaches 12,000 cubic feet per second at the gauge, unless adequate mainstem levee and/or channel capacity improvements are completed to accommodate the added discharge, and provided that a minimum of two-foot of freeboard above



the Standard Project Flood elevation(s) over all affected mainstem levees is maintained.

- 4.4.3 All pump stations are subject to shutdown in the event that the director of King County's Department of Natural Resources and Parks, or the director's designee, determines that there exists a substantial risk of imminent levee failure or overtopping, or for public health and safety emergency purposes.
- 4.4.4 All new drainage outfalls discharging directly into the Green River shall be designed to cease discharging and to store up to the 100-year, seven-day flood event when flows in the Green River equal 12,000 cubic feet per second, as measured at the Auburn gauge, unless a party to this agreement is granted an exemption subject to the guidelines established in Sections V and VII of the 1986 Pump Operations Procedures Plan, as amended.

**4.5 *Flood Warning and Emergency Response.*** For the purposes of coordinating flood warning and emergency responses within the lower Green River basin, the Parties agree as follows:

- 4.5.1 All Parties, subject to limitations of available staffing, technology, data and funding shall provide accurate flood warning information within their respective jurisdictions regarding the magnitude, timing and duration of flood peaks in order to give floodplain residents, property owners, business owners and others time to react to flood events by evacuating or taking steps to protect property, improvements and possessions.
- 4.5.2 All Parties shall implement as necessary the Post-Flood Recovery Plan for the Lower Green River Basin (1994) after flood events, and request and coordinate federal and state flood disaster assistance.
- 4.5.3 King County shall staff flood patrols in the lower Green River basin consistent with King County's flood warning procedures, and complete river facility damage assessments as needed during and after flood events and other major community disasters.
- 4.5.4 King County shall coordinate Howard Hanson Dam operations with the U.S. Army Corps of Engineers to ensure that release rates during and after flood events will minimize as much as possible flooding in the lower Green River basin and damages to the Green River Flood Control Zone

District's flood protection facilities. Information on dam operations during flood events will be shared with the Parties.

4.5.5 King County shall, prior to each annual flood season, hold an annual interagency flood preparedness meeting at a location in the Green River Flood Control Zone District in order to review and update coordination efforts with other agencies and businesses that participate in providing flood warning and emergency response services.

4.6 **Supplemental Work Program.** Supplemental Work Program tasks, attached hereto as Appendix D, will be incorporated into annual work program and budget recommendations for the District and provided to the Executive Committee and Board of Supervisors for review and approval.

5. **TERMINATION.** This Agreement may be terminated by any party, as to that party only, upon sixty (60) days' written notice to the other Parties. The terminating party shall remain fully responsible for meeting all of its obligations through the last day of the sixty day notice period.
6. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions that may occur in relation to such Party's participation and obligations under this Agreement. Each Party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 5.

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

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2002.

CITY OF AUBURN

By: \_\_\_\_\_

Its:

Approved as to form:

By: \_\_\_\_\_

City Attorney

CITY OF KENT

By: \_\_\_\_\_

Its:

Approved as to form:

By: \_\_\_\_\_

City Attorney

CITY OF RENTON

By: \_\_\_\_\_

Its:

Approved as to form:

By: \_\_\_\_\_

City Attorney

CITY OF TUKWILA

By: \_\_\_\_\_

Its:

Approved as to form:

By: \_\_\_\_\_

City Attorney

KING COUNTY

By: \_\_\_\_\_

Its:

Approved as to form:

By: \_\_\_\_\_

King County Attorney



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**APPENDIX B:**  
**GUIDELINES FOR BANK STABILIZATION PROJECTS**  
**IN RIVERINE ENVIRONMENTS OF KING COUNTY**

Bound separately from this agreement.

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**APPENDIX C:**  
**GREEN RIVER PUMP OPERATIONS PROCEDURES PLAN**

Bound separately from this agreement.

**APPENDIX D:**  
**SUPPLEMENTAL WORK PROGRAM**

**PUMP STATIONS:** In association with the operation and maintenance of the pump stations, King County is to:

1. Develop a scope of work to reevaluate and, if appropriate, develop an update to the Pump Operations Procedures Plan that is consistent with contemporary standards and operating requirements. This evaluation may include, as appropriate, the following:
  - Hydraulic analyses evaluating current conditions in order to provide the technical basis for the monitoring and operation of the pump stations as they interrelate to interior runoff and flow discharge of the Green River.
  - A pump rating analysis of the Black River (P-1), Tukwila (P-17) and Segale pump stations.
  - The development of a spill response plan for the Black River pump station that identifies and addresses the specific operating procedures of the pump station in the event that a hazardous substance enters into the Springbrook Creek sub-basin drainage.
  - Study the feasibility of improving upstream and downstream fish passage at the Black River pump station.
2. Seek federal and state disaster mitigation grant funds to complete seismic upgrades to above-ground diesel fuel tanks of the Black River pump station in order to ensure compliance with Washington State codes and standards.
3. Develop an amortization schedule for the Green River pump stations' facilities and equipment, and develop a repair and replacement plan consistent with the fund balance of the Green River Flood Control Zone District that is designated for those purposes.

**POST-FLOOD RECOVERY PLAN:** The Post-Flood Recovery Plan for the Lower Green River Basin (1994) shall be updated following any significant alteration in the lower Green River basin's physical environment that would affect how the Plan may be implemented.

**STUDIES:** The following studies, in addition to any others determined to be necessary towards achieving the goals and objectives of the Green River Flood Control Zone District, will be coordinated and reviewed by the Technical and Executive Committees for the purposes of providing recommendations for consideration by the Board of Supervisors:



1. Financing Alternatives Analysis. In accordance with the direction given by the Executive Committee at its annual meeting in October 2001, King County will further evaluate the bond financing mechanisms available to the Green River Flood Control Zone District for its major maintenance and operations projects, and provide to the Executive Committee a detailed financial and expenditure plan that addresses the need for additional revenue based upon issuance of a King County financed bond.
2. Risk-Based Flood Damage Analysis. King County will further pursue risk-based flood damage analysis for the Green River Flood Control Zone District in order to more accurately determine potential flood-related damages and the expected average annual avoided damages. The results of the analysis are intended to provide King County and other municipalities with an baseline foundation for developing a prioritized long-term levee and revetment repair, reconstruction and maintenance plan, and to provide the basis for securing additional revenue sources to accomplish the necessary maintenance and repair projects.

**MILL CREEK:** King County, the Cities of Auburn and Kent, and other interested parties will jointly work to finalize the Mill Creek/Mullen Slough Basin Action Plan. The Plan recommendations will include a set of projects and policies designed to: minimize chronic flooding; improve drainage and conveyance conditions; improve agricultural waterways; and enhance riparian/salmonid habitat. King County and the Cities of Auburn and Kent will reinstate the Mill Creek Flood Management Plan Interlocal Agreement to implement the projects and policies contained as recommendations within the Mill Creek/Mullen Slough Basin Action Plan.