King County Flood Control District Annual 2021 Performance Report

April 2022



I.	C	ontents	
II.		Flood Control District Resolution 2021-06 Text	3
III.		Executive Summary	3
IV.		Background	4
٧.		Report Requirements	6
	A.	Structural Protection	<i>6</i>
	В.	Hazard Identification and Mitigation	10
	C.	Flood Warning Program	12
	D.	Asset Management	14
	E.	Risk Reduction through Partnerships	14
VI.		Conclusion	14
VII.		Appendices	15

II. Flood Control District Resolution 2021-06 Text

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

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

III. Executive Summary

This report provides the King County Flood Control District's (District) Board of Supervisors with the status of work completed in 2021 through the first quarter of 2022 by the Water and Land Resources Division (WLRD) of the Department of Natural Resources and Parks (DNRP), as the primary Service Provider to the District.

Flooding is the most common natural disaster in King County. In 2021, shortages and supply chain delays related to the COVID-19 pandemic challenged capital project schedules. The 2021-2022 flood season had frequent minor to moderate flooding, requiring diligent attention and response. In addressing these challenges, WLRD made strong progress on the District's work program over the past year.

The report details specific accomplishments and progress within the five core program areas described below:

- **Structural Protection**: WLRD made progress on construction of nine capital projects and completed six that reduce risk of harm from flooding and erosion.
- Hazard Identification and Mitigation: WLRD finalized the Greenwater River Channel Migration Zone (CMZ) study and map, which identifies where the river has the potential to move in the future. The finalized study is a resource to help individuals make decisions that reduce risks to people and property. WLRD also made progress on a CMZ study for the Lower Snoqualmie River, and a flood study on the South Fork Skykomish River, which will show areas at risk of flooding. Additionally, WLRD made progress on Levee Breach Analyses for the Raging, South Fork Snoqualmie, and Tolt rivers. WLRD continued work with the University of Washington's (UW) Climate Impacts Group to understand how changing rain and snowfall patterns could impact future river flooding. WLRD completed one home elevation and has six underway during the report period. 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 WLRD also acquired 23 acres of property to permanently reduce flood risk to residents and residential structures.

¹ Ordinance 19317 [LINK] FCD Resolution 21-06 [LINK]

Flood Warning Program: Through the Flood Warning Program funded by the District, WLRD delivers real-time information on flood conditions by email, phone, and text message through King County Flood Alerts. 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 to improve reliability and add additional features.

WLRD responded to eleven minor to moderate flood events during the 2021-2022 flood season. All major rivers remained below Phase 4 (severe flooding) thresholds which resulted in only isolated damages this flood season. Road closures occurred during all the flood events primarily in the lower Snoqualmie River Valley. River facility inspections during low flow conditions in the spring and summer may reveal damages from past flood events. Several of the storm events caused significant damages from landslides and high winds. WLRD continues to seek federal damage reimbursement following the flood disaster in February 2020.

- Asset Management: WLRD coordinates property and flood protection facility maintenance for the District. There are 511 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. They also help to increase the potential for federal funding assistance for future flood damages. WLRD inspected 61 percent of the levees and revetments within the RFI during the reporting period.
- Risk Reduction through Partnerships: Cities and other regional partners continue to make progress on engineering design, permitting, acquisition, and construction for contracted flood protection capital improvement projects and projects supported with District grant funding. In September 2021, the District's Executive Committee recommended 34 projects for the Flood Risk Reduction Grant Program totaling \$10.6 million for funding.

The actions described in this report represent progress on the District's commitment to integrated floodplain management and multi-benefit projects. The District's 2021 Adopted Budget (Appendix B), 2021 Expenditures (Appendix C), and 2022 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 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 Flood Control District (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 guides King County's approach to flood risk reduction in the unincorporated areas. The Flood Plan links with and addresses requirements from the following King County documents: Comprehensive Plan, Regional Hazard Mitigation Plan, Strategic Plan, Equity and Social Justice Strategic Plan, and Strategic Climate Action Plan. Additionally, the Flood Plan addresses requirements by the Washington State Comprehensive Flood Control Plan, and the King County Flood Control District's Local Hazard Mitigation Plan under the federal Disaster Management Act of 2000.

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

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

Updating the Flood Plan ensures King County continues to receive its high rating for floodplain management by the National Flood Insurance Program (NFIP), run by the Federal Emergency Management Agency. Participation in the NFIP provides a 40 percent discount on flood insurance premiums to property owners and renters in unincorporated King County.

Planning is underway for the development of the 2024 Flood Plan.

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

_

² Motion FCD20-07 [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 on-going work. The budgetary and financial reports included in the appendices reflect County budgetary practices, as well as the State Auditor's Office Budget, Accounting, and Reporting System (BARS) requirements.

A. Structural Protection

Structural protection projects build and improve levees and revetments to reduce flood risk to people, property, and the region's economy. Two of the projects completed this year, the State Route (SR) 169 Flood Risk Reduction Project and the Reinig Road Revetment Repair, involved important transportation routes. Despite facing pandemic-related supply chain issues and delays that put construction schedules at risk, staff demonstrated resilience. Teams completed the projects as designed with minimal impacts to schedule. During the reporting period, WLRD made progress on nine structural protection construction projects completing six of them. The projects in construction, along with other capital projects in the design and planning phases, are highlighted below:

Project Name and Location	Activity	Purpose	Cost Estimate ³
Cedar Rapids (Engineered Logjam) ELJ6 2020 Repair, Cedar River	Completed construction	Submitted an alternatives analysis in the second quarter of 2021. Completed repair to a damaged engineered logjam in the third quarter of 2021.	\$191,000
Fort Dent Upstream 2021 Repair, Tukwila, Green River	Completed construction	WLRD submitted a charter in the second quarter of 2021 for an emergency repair to a levee that protects the Green River Trail and adjacent park and athletic fields. Completed repair in the fourth quarter of 2021.	\$400,000
Reinig Road Revetment Repair, City of Snoqualmie, Snoqualmie River	Completed construction	Construction finished in the third quarter of 2021. The project will reduce flood risks to Canyon Springs water main, Puget Sound Energy transmission line, and Reinig Road.	\$6.4 million
SR 169 Flood Risk Reduction Project, Cedar River	Completed construction	This project replaced undersized culverts under SR 169 and the Cedar River Trail that caused localized flooding and hazardous road conditions. Completed construction in the fourth quarter of 2021.	\$4.9 million
Stuck River Revetment Repair, White River	Completed construction	Completed mitigation in the fourth quarter of 2021 for the project that protects critical public infrastructure.	\$820,000

³ Cost estimates include planning, design, real estate, permitting, construction, post-project maintenance and monitoring, and contingency.

-

Project Name and	Activity	Purpose	Cost
Location			Estimate ³
Timberlane Village,	Completed	Finished construction to protect a residential	\$700,000
South Fork	construction	area in the third quarter of 2021.	
Skykomish River	Canatavatian	In the first suggest of 2021 in the total	¢10 C maillian
Black River Pump Station, Renton,	Construction	In the first quarter of 2021, initiated	\$10.6 million
Green River	(High Use Engines)	construction of high-use engines, which pump water from Springbrook Creek into the	
Green River	Liigiilesj	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.	
		WLRD completed reinstallation of Pump 1,	
		which will be operational by spring 2022.	
Galli/Dykstra	Construction	This project raises approximately 2,000 feet	\$1.2 million
Revetment, Auburn,		of the Dykstra revetment to provide uniform	
Green River		design containment for the City of Auburn.	
		WLRD transmitted the 30 percent design to	
		the District in the first quarter of 2021 and	
		the 60 percent design in the second quarter.	
		The total project cost was increased from	
		\$770,000 to \$1.1 million in the mid-year	
		budget revision, and construction began in	
		September 2021.	
Lower Russell	Construction	Phase 3 construction of the new setback	\$58.1 million
Setback Levee and	(Phase 3)	levee began in the second quarter of 2021.	
Floodwall, Kent, Green River ⁴		Construction is scheduled for completion in 2022. The project reduces flood risks to	
Green River		commercial and residential properties in the	
		City of Kent.	
Cedar River Trail	Engineering,	Transmitted a charter and an outreach and	\$1.5 million
5_5B, Cedar River	design and	communication plan in the second quarter.	71.5 111111011
3_3B, cedai ilivei	permitting	The project will repair a levee that protects	
	permitting	SR 169, the Cedar River Trail, and a regional	
		fiber optic line.	
Herzman to Camp	Engineering,	Conduct engineering design and acquire	\$6.5 million
Freeman Project,	design and	property necessary for the construction of	
Cedar River	permitting	the Herzman Levee setback. The project will	
		protect SR 169, a regional trail, and a regional	
		fiber optic line. Construction is scheduled for	
		2023. WLRD transmitted an alternatives	
		analysis to the District in the second quarter	
		of 2021, and 30 percent design in the first	
		quarter of 2022.	

⁴ A setback project moves the levee back from the edge of the river to create more space for flood water in the river channel.

Project Name and Location	Activity	Purpose	Cost Estimate ³
Irwin Right Bank Revetment 2020 Repair, Issaquah Creek	Engineering, design and permitting	This project will restore a damaged revetment that is a flood and safety risk to residences and the Issaquah-Hobart Road Southeast. WLRD transmitted an alternatives analysis in April 2021 followed by the 30 percent design and 90 percent design in June. Due to permitting timelines, construction shifted to 2022.	\$315,000
Jan Road Levee, Cedar River	Engineering, design and permitting	The project provides flood risk reduction for the Jan Road neighborhood, and salmon habitat mitigation for large wood removal to address hazards to public safety and infrastructure on the Cedar River. WLRD submitted 60 percent design to the District for approval in the third quarter of 2021. Construction is anticipated in 2022.	\$13.25 million
Momb Revetment 2020 Repair, Issaquah Creek	Engineering, design and permitting	This project will repair a revetment that protects a neighborhood's sole access road from flood and erosion. WLRD transmitted a charter in second quarter and an alternatives analysis in third quarter 2021. In the first quarter of 2022, WLRD submitted a preferred alternative.	\$845,000
Old Jeffs Farm, Green River	Engineering, design and permitting	Complete initial design to protect agricultural buildings and land from channel migration. Project on hold, pending decision from the District. Nothing new to report for reporting period.	\$900,000
Belmondo Levee 2020 Repair, Cedar River	Planning	Transmitted a charter and an outreach and communication plan in second quarter. The project will repair a levee that protects critical infrastructure including SR 169, the Cedar River Trail, and a regional fiber optic line.	\$724,000
Circle River Ranch, Snoqualmie River	Planning	Held an online open house and two virtual meetings during the first and second quarters of 2021. Transmitted the alternatives analysis in the fourth quarter.	\$4.6 million
Fort Dent Levee Repair Project, Green River	Planning	Transmitted a charter in first quarter. The project will repair a damaged flood protection facility in the City of Tukwila.	\$3.5 million

Project Name and	Activity	Purpose	Cost
Location			Estimate ³
Gunter Levee Project, Green River	Planning	Finalized the outreach and communication plan with the District in the first quarter of 2021. This project will design and reconstruct a levee with protection from a 500-year flood in the Lower Green River.	\$50.7 million
Holberg Feasibility, Tolt River	Planning	Provided briefing to the District and an alternatives analysis in the second quarter of 2021.	\$412,000
Level of Service Analysis, Tolt River	Planning	Provided the District a comprehensive level of service recommendation for the Lower Tolt River levee system that provides increased flood risk reduction benefits to guide future facility designs and inform sequencing. Approved by the District in March 2021.	\$996,000
Maplewood Feasibility Study, Cedar River	Planning	Flood-landslide scenario risk analysis report transmitted in February 2021. Nothing new to report for reporting period.	\$490,000
O'Connell Revetment 2021 Repair, Kent, Green River	Planning	Submitted a charter for approval of a project that will repair a revetment damaged in 2020 flooding.	\$500,000
Pacific Right Bank Levee, Pacific, White River	Planning	Evaluation of environmental impact to support design development of a new Pacific Right Bank levee to increase flood protection for the City of Pacific in 2022. A preliminary draft environmental impact statement is in development, scheduled for first quarter of 2022.	\$31.8 million
Sammamish Capital Investment Strategy, Sammamish River	Planning	Briefing provided to the District in second quarter of 2021. The Capital Investment Strategy will provide a basin-wide approach to meeting flood and habitat goals for the river and lake.	\$2.8 million
Tolt River Road Elevation at San Souci, Tolt River	Planning	Submitted a charter to the District for a project that will reduce risk of isolation to private properties on Tolt River Road Northeast.	\$2.25 million
Stossel Long Term Repair, Snoqualmie River	Planning	Transmitted a charter for the Stossel Long Term Repair project in January 2021, and an outreach and communications plan for review in July 2021.	\$3.5 million

Project Name and	Activity	Purpose	Cost
Location			Estimate ³
Tabor-Crowall and	Planning	Transmitted an outreach and	\$5.7 million
Brodell Revetment		communications plan in first quarter. The	
Repair, Cedar River		project will repair a damaged revetment and	
		protect SR 169.	

B. Hazard Identification and Mitigation

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

Channel Migration Zone Studies and Mapping

Channel migration is a natural but potentially dangerous process. River channels can move across a floodplain, either gradually due to erosion or suddenly when a river jumps course. The process can cause riverbanks to recede or move completely, damaging or eroding property and infrastructure, and triggering landslides. CMZ maps identify where the rivers have the potential to move in the future. The Washington State Shoreline Management Program requires local government to map CMZs and regulate development in CMZ hazard areas to reduce risk to the public.⁵

In November 2021, WLRD and the Department of Local Services (DLS) Permitting Division held a virtual public meeting to review a draft CMZ study for the Greenwater River. Following a public comment period to gather feedback, WLRD finalized the Greenwater River CMZ study and maps in February 2022. The maps will become effective after DLS completes the public rule amendment process, anticipated to occur in March 2022.

On the Lower Snoqualmie River, staff completed field work and technical analyses for a CMZ study. A draft study report and map will be prepared in March 2022. Additionally, in January 2022 WLRD submitted a Work Program Description to the District for an Issaquah Creek CMZ study.

Flood Hazard Studies and Mapping

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

WLRD held a public meeting to present the draft flood hazard mapping for the South Fork Skykomish River in March 2022 using technical analyses and field data collected in 2020. The public meeting process includes a public comment period to gather input from area residents. WLRD completed field work and technical analyses for the Newaukum Creek flood study in the first quarter of 2022. A public

⁵ WAC 173-26-221 [<u>LINK</u>]

⁻

⁶ 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 change 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.

meeting to share the draft flood hazard map is targeted for the fourth quarter of 2022. WLRD plans to initiate studies of Jenkins, Little Soos, Seidel, and Covington creeks in 2022 and complete them later in the year. The Boise Creek study is on hold pending further direction from the District.

In 2020, the District directed WLRD to update flood hazard information for Issaquah Creek. WLRD has prepared a scope of work in collaboration with the City of Issaquah. The Request for Proposals for consulting services to prepare the flood study was advertised in March 2022. WLRD expects to execute a consultant contract by the third quarter of 2022.

Levee Breach Analysis

Following the recommendations of the 2019 Levee Breach Analysis for King County Rivers report, WLRD has made progress on a levee breach analysis mapping and risk assessment study along five river levee containment systems. WLRD completed the engineering consulting contracting process in January 2021, and in February consultant work began on detailed technical analyses and risk assessment of levee breaches in three of the five study areas. WLRD completed field investigations in the Raging River and Tolt River study areas in the spring and summer of 2021, and the South Fork Snoqualmie River in September 2021. Staff anticipate completing a risk assessment of potential levee breaches for these three levee containment systems and communicating results to the District in 2022. For the South Fork Skykomish and Cedar rivers, staff are scoping the contract amendment to complete the tasks of the Levee Breach Analysis Mapping and Risk Assessment. WLRD anticipates work to begin second quarter of 2022.

Climate Change and Future Flooding Analysis

Since 2018, WLRD has been working with the Climate Impacts Group at the UW to evaluate how projected changes in rain and snowfall patterns could impact future river flooding. The research suggests that flood flow frequency in unregulated rivers—the Snoqualmie, South Fork Skykomish, and the Green River above the Howard Hanson Dam—will increase over this century. In March 2021, the District authorized a third research effort to expand the analysis to include the Cedar and White rivers, and WLRD entered into an agreement with UW for this third phase of work in August 2021.

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 completed one home elevation in the first quarter of 2022 and six additional home elevations are underway. Twenty-seven homeowners have expressed an interest in participating in the program and are on a waiting list. WLRD is exploring program changes and efficiencies to allow greater participation in the program without increasing the staff time needed to manage the projects.

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

⁷ Levee Breach Analysis for King County Rivers [LINK]

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]

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. In 2021 WLRD acquired 23 acres of property for \$5 million to permanently reduce flood risk to residents and residential structures. Another 31 property acquisitions are currently active.

C. Flood Warning Program

WLRD delivers real-time information on flood conditions by email, phone, and text message through King County Flood Alerts. River flows, flood stage data and forecasts are also available in the Flood Warning mobile app. Planning work is underway to rebuild all flood warning technology systems. The existing technology – built over ten years ago – lacks the reliability needed for essential, life-safety systems. WLRD will replace the systems with modern, reliable technology that includes additional features to provide access to a wide range of real-time data and flood warning information.

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

2021-2022 Flood Season Response

The FWC operated during eleven flood events for 251.5 staff hours since the beginning of 2021. Most of its operation took place remotely. The physical location of the FWC at KCEM was used during floods that began on January 12, 2021, when there were widespread power outages, as well as on November 14, 2021, when the Snoqualmie and Tolt rivers were both forecast to reach Phase 3. The KCEM was also used for the flood that began on February 28, 2022, which resulted in the Green, Snoqualmie, and Tolt rivers all reaching Phase 3. All major rivers remained below Phase 4 (severe flooding) thresholds which resulted in only isolated damages this flood season. Road closures occurred during all the flood events primarily in the lower Snoqualmie River Valley. River facility inspections during low flow conditions in the spring and summer may reveal damages from past flood events. Several of the storm events caused significant damages from landslides and high winds. The 2021-2022 flood season events are highlighted below:

Date of Flood Warning Center opening	Continuous hours of operation	Rivers that reached Flood Phase 2 or higher	Peak Flood Phase
January 3, 2021	3.25	Snoqualmie	2
January 12, 2021	28	Snoqualmie Green South Fork Skykomish Tolt White	3 2 2 2 2

Date of Flood Warning	Continuous hours of	Rivers that reached Flood	Peak Flood
Center opening	operation	Phase 2 or higher	Phase
February 22, 2021	15.75	Snoqualmie	2
		Tolt	2
		White	2
October 28, 2021	24.5	Snoqualmie	3
		Tolt	3
		South Fork Skykomish	2
November 12, 2021	25	Snoqualmie	3
		South Fork Skykomish	2
		Tolt	2
		White	2
November 14, 2021	43	Snoqualmie	3
		Green	2
		South Fork Skykomish	2
		Tolt	2
		White	2
November 27, 2021	15	Snoqualmie	2
January 6, 2022	25.5	Issaquah Creek	2
		Snoqualmie	2
		Tolt	2
		White	2
January 11, 2022	24	Snoqualmie	3
		Tolt	3
		White	2
January 20, 2022	14.5	Snoqualmie	2
		Tolt	3
February 28, 2022	33	Green	3
		Snoqualmie	3
		Tolt	3
		Issaquah Creek	2
		Cedar	2
		South Fork Skykomish	2
		White	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 Federal Emergency Management Agency (FEMA) funding. FEMA indicated that most of the damages appear to meet eligibility requirements for a 75 percent federal cost-share.

In 2022, King County is continuing to pursue FEMA funding for ten projects related to the April 2020 flood event that have a nexus with District-authorized projects (eight on the Cedar River and two on Issaquah Creek). The remaining eight sites affected by the 2020 flood event were recently evaluated and three are recommended for submittal to FEMA for potential federal funding. WLRD is also receiving Rehabilitation Assistance from the U.S. Army Corps of Engineers (Corps of Engineers) under Public Law

84-99 for the repair of two levee systems on the Green River and one on the Middle Fork Snoqualmie River that were damaged in the 2020 disaster.

D. Asset Management

WLRD coordinates property and flood protection facility maintenance for the District. There are 511 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.

In 2021, WLRD discovered one of the RFI facilities was not constructed as documented in the 1960s. In response, WLRD screened the entire RFI using available records, field inspections, maps, construction records, and other data. This research confirmed that all facilities in the RFI have been constructed except for nine facilities where additional research is warranted. WLRD will propose removal from the RFI of the facility discovered to have not been constructed.

From January 2021 through March 2022, WLRD 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. During the reporting period, WLRD inspected 314 facilities, or 61 percent, of the RFI.

E. Risk Reduction through Partnerships

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

VI. Conclusion

As flooding is the most common natural disaster in King County, managing flood risks requires resilience. In 2021, shortages and supply chain delays related to the pandemic challenged capital project schedules. The 2021-2022 flood season had frequent minor-to-moderate flooding requiring diligent attention and action by staff. However, over the past year WLRD made strong progress on the District's work program. This effort advanced the District and County's shared interest in managing the region's flood risks and helping residents stay out of harm's way by increasing awareness of flood hazards.

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

- Structural Protection: Construction progress on nine capital projects with completion of six that reduce risk of harm from flooding and erosion to people, property, and infrastructure.
- Hazard Identification and Mitigation: Finalized the Greenwater River CMZ study and map, which helps individuals make decisions that reduce risks to people and property. Continued progress on the Lower Snoqualmie CMZ study, South Fork Skykomish Flood study, and Levee Breach Analyses. Continued work with the UW's Climate Impacts Group to understand how changing rain and snowfall patterns could impact future river flooding. Completion of one home

- elevation reducing its threat of future damage due to flooding. WLRD also acquired 23 acres of property to permanently reduce flood risk to residents and residential structures.
- **Flood Warning Program**: Responded to 11 minor to moderate flood events during the 2021-2022 flood season. Planning work is underway to rebuild all flood warning systems with modern, reliable technology. WLRD has continued efforts to secure federal damage reimbursement following the flood disaster in February 2020.
- Asset Management: Inspected 61 percent of the levees and revetments within the RFI.
- **Risk Reduction through Partnerships**: Cities and other regional partners continue to make progress on engineering design, permitting, acquisition, and construction for contracted flood protection capital improvement projects and projects supported with District grant funding.

The actions described in this report represent progress on the District's commitment to integrated floodplain management and multibenefit projects. WLRD looks forward to advancing this work further through building stronger partnerships with the County's diverse communities through the planning and development of the 2024 Flood Hazard Management Plan and preparation for the 2022-2023 flood season. Both efforts intentionally focus on equity and social justice to ensure the District's program delivers benefits to the people most vulnerable to flood hazards in our community. This work is critically tied to King County's objectives laid out in the Strategic Plan, Equity and Social Justice Strategic Plan, and Strategic Climate Action Plan.

Thank you to the staff in the River and Floodplain Management Section and WLRD whose daily work in partnership with and support of the District 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 2021 Budget

Appendix C. King County Flood Control District 2021 Expenditures

Appendix D. King County Flood Control District 2022 Budget

19317 Attachment A

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 <u>res</u> on e-

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, trainingæ 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 inaccurateness 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. <u>No Third Party Rights</u>. 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. <u>No Joint Venture</u>. 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. <u>Independent Contractor</u>. 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. <u>Jurisdiction and Venue</u>. 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. <u>Indemnification</u>. 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. <u>Prevailing Party Costs</u>. 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. <u>Survival</u>. The provisions of Sections 12.4, 12.5, and 12.6 shall survive any termination of this Agreement.
- 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. <u>Entire Agreement</u>. 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. <u>Severability</u>. 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. <u>Force Maieure</u>. 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. <u>Authorization and Listing</u>. 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 g 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.

•	O
KING COUNTY	
DowConstit	9/9/21
Dow Constantine	Dated
King County Executive	
Approved as to Form:	
Vanil I fatherberg	10/4/21
Daniel T. Satterberg	
King County Prosecuting Attorney	
Russell Prugh	10/4/21
Russell Prugh, Senior Deputy Prosecuting Attorney	Dated

KING COUNTY FLOOD CONTROL ZONE DISTRICT

Dave Upttegrove

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 2021 Budget

Flood Control District Administration

Flood District Administration \$2,338,637

Operating Budget

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

Capital Budget

Project	Description						
Snoqualmie River Basin							
1044461	WLFL0 SF SKYKMSH REP LOSS MIT	\$1,250,000					
1129357	WLFL0 SKYKOMISH LB DOWN 2016 REPAIR	\$64,599					
1044460	WLFL0 TIMBER LN EROSN BUYOUTS	\$500,000					
1129359	WLFL0 TIMBERLANE 2016 REPAIR	\$2,909					
1135532	WLFL0 TIMBERLANE 2019 REPAIR	\$395,952					
	WLFL1 BENDIGO UPR SETBACK N BEND	\$49,876					
	WLFL1 CIRCLE RVR RANCH RISK RED	\$227,600					
	WLFL1 MF FLOOD CONVEYANCE N BEND	\$150,000					
	WLFL1 MF RESIDENTIAL FLD MTGTN	\$400,000					
	WLFL1 MF SNO CORRIDOR PLAN	\$146,903					
	WLFL1 NORMAN CREEK DS CULV	\$1,920					
	WLFL1 NORTH FORK BRIDGE FEASIBILITY	\$432,030					
	WLFL1 RECORD OFFICE 2016 REPAIR	\$3,551,871					
	WLFL1 REINIG RD RVTMNT 2016 REPAIR	\$4,471,900					
	WLFL1 RIBARY CREEK	\$626,607					
	WLFL1 SHAKE MILL LB 2016 REPAIR	\$220,901					
	WLFL1 SHAKE MILL RB 2016 REPAIR	\$55,000					
	WLFL1 SI VIEW RM4 2017 REPAIR	\$100,573					
	WLFL1 UPR SNO RES FLD MITIGTN	\$1,110,000					
	WLFL1 USACE PL 84-99 SF SNO	\$195,065					
	WLFL2 CITY SNOQ HOME ELEVATIONS	\$1,468,000					
	WLFL2 DUTCHMAN RD REVETMENT	\$411,930					
	WLFL2 FALL CITY FLOODPLAIN RESTORATION	\$300,000					
	WLFL2 FARM FLOOD TSK FORCE IMP	\$141,552					
	WLFL2 FISH HATCHERY RD BR #61B REPAIR	\$470,199					
	WLFL2 JOY 2020 REPAIR	\$564,118					
	WLFL2 L SNO 2019 BANK REPAIR	\$1,125,797					
	WLFL2 L SNO/ALDAIR CORRDOR PLN	\$62,156					
	WLFL2 LWR SNO RESDL FLD MITGTN	\$1,060,345					
	WLFL2 MUD CREEK SEDIMENT FACILITY	\$432,000					
	WLFL2 SE 19TH WAY REVETMENT	\$77,782					
	WLFL2 SNOQUALMIE VALLEY FEAS	\$250,000					
1133884	WLFL2 STOSSEL RB 2018 REPAIR	\$83,892					

1134344 WLFL2 STOSSEL REVETMENT	\$433,402
1044579 WLFL2 TOLT PIPELINE PROTECTION	\$84,067
1129365 WLFL3 FREW LEVEE 2016 REPAIR	\$191,480
1136473 WLFL3 HOLBERG 2019 REPAIR	\$50,000
1132019 WLFL3 HOLBERG FEASIBILITY	\$126,330
1131803 WLFL3 LOWER FREW LEVEE SETBACK	\$794,681
1112034 WLFL3 LOWER TOLT RIVER ACQUISITION	\$847,000
1132631 WLFL3 REMLINGER LEVEE 2017 REPAIR	\$167,967
1131563 WLFL3 RIO VISTA PROPERTY ACQ	\$2,413,872
1044645 WLFL3 SAN SOUCI NBRHOOD BUYOUT	\$153,211
1141399 WLFL3 SAN SOUCI ROAD ELEVATION	\$25,000
1131560 WLFL3 SEDIMENT MGMT FEAS	\$88,883
1131562 WLFL3 SR 203 BR IMPRVMNTS FEAS	\$365,194
1044644 WLFL3 TOLT CORRIDOR PLAN	\$14,430
1131559 WLFL3 TOLT R LEVEE L.O.S. ANALYSIS	\$366,030
1115032 WLFL3 TOLT R NATURAL AREA ACQ	\$2,200,000
1126597 WLFL3 TOLT R RD ELEVATION FEASIBILITY	\$182,083
1132002 WLFL3 UPPER FREW LEVEE SETBACK	\$50,000
1044647 WLFL4 ALPINE MANOR NEIGHBORHOOD BUYOUTS	\$29,930
1130553 WLFL4 RAGING SCOUR REPAIR 2017	\$54,938
TOTAL SNOQUALMIE BASIN	\$29,039,975

Cedar River Basin

1130555 WLFL5 ALLEN LK OUTLET IMPRVMNT	\$825,774
1139122 WLFL5 BAYLESS 2020 REPAIR	\$50,000
1139121 WLFL5 IRWIN R 2020 REPAIR	\$283,803
1139124 WLFL5 JEROME 2020 REPAIR	\$350,000
1139125 WLFL5 MOMB 2020 REPAIR	\$107,609
1139624 WLFL5 SAMMAMISH CIS	\$250,000
1112037 WLFL5 WILLOWMOOR FLDPLAIN REST	\$1,149,452
1137403 WLFL6 BEAR CRK FLOOD EROSION REDMOND	\$1,099,872
1140150 WLFL6 148TH AVE SE LARSEN LK BELLEVUE	\$400,000
1137759 WLFL6 FACTORIA BLVD DRAINAGE	\$4,792,000
1132986 WLFL6 ISSAQUAH TRIB FEAS	\$27,453
1116846 WLFL6 LOWER COAL CRK PH I	\$247,715
1132746 WLFL6 MAY VALLEY DRAINAGE IMPRVMNT	\$305,174

1139129 WLFL7 BELMONDO 2020 REPAIR	\$140,952
1139698 WLFL7 DORRE DON NBHOOD IMPRVMNT	\$800,000
1139696 WLFL7 BYERS NEIGHBORHOOD IMPROVEMENTS	\$220,000
1138282 WLFL7 BYERS 2020 EMERGENCY ACTION	\$9,806
1044734 WLFL7 CDR PRE-CONST STRTGC ACQ	\$2,461,121
1116060 WLFL7 CEDAR LEVEE SETBACK FEAS (Cedar Corric	\$134,227
1138280 WLFL7 CEDAR R TRAIL SITE 2	\$785,207
1139131 WLFL7 CEDAR RAPIDS ELJ6 2020 REPAIR	\$172,482
1134342 WLFL7 CEDAR RES FLOOD MITIGATION	\$3,072,668
1131691 WLFL7 CEDAR RIVER TRAIL SITE A BANK	\$63,289
1044729 WLFL7 CEDAR RVR GRAVEL REMOVAL	\$2,575,159
1131690 WLFL7 CITY OF RENTON LEVEE CERTIFICATION	\$4,530,928
1139132 WLFL7 CRT SITE 5 2020 REPAIR	\$347,095
1139187 WLFL7 CRT2 ZONE D 2020 REPAIR	\$192,551
1139188 WLFL7 DORRE DON AVULSION ANALYSIS	\$76,880
1131549 WLFL7 HERZMAN LEVEE SETBACK	\$675,000
1134911 WLFL7 ISSAQUAH MAY VALLEY IMPV	\$11,681
1131550 WLFL7 JAN RD LEVEE SETBACK	\$2,108,640
1131689 WLFL7 LOWER CEDAR FEASIBILITY STUDY	\$510,497
1131548 WLFL7 LOWER JONES ROAD NEIGHBORHOOD	\$1,030,000
1130556 WLFL7 MADSEN CR CULVERT 2017	-\$73,480
1137270 WLFL7 MADSEN CR RENTON	\$490,362
1131687 WLFL7 MAPLEWOOD FEASIBILITY STUDY	\$26,267
1139189 WLFL7 TABOR-CROWALL REVETMENT	\$602,515
1119888 WLFL7 RIVERBEND MHP ACQ	\$803,455
1130557 WLFL7 SR 169 FLOOD REDUCTION	\$4,207,289
TOTAL CEDAR RIVER BASIN	\$35,863,443

Green River Basin

MVCI Basili	
1116515 WLFL8 BRISCOE LEVEE SETBACK	\$1,981,276
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$160,000
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$900,000
1129574 WLFL8 BRPS HIGH-USE ENGINES	\$2,907,419
1139702 WLFL8 BRPS SEISMIC UPGRADES	\$1,379,170
1130024 WLFL8 BRPS SUPPORT SYS UPGRADES	\$636,540
1137760 WLFL8 COVINGTON CR BLACK DIAMOND	\$2,293,500
1138676 WLFL8 DESIMONE MAJOR REPAIR	\$733,668
1139190 WLFL8 FORT DENT 2020 REPAIR	\$236,502
1141284 WLFL8 FORT DENT US 2021 REPAIR	\$398,825
1135536 WLFL8 GALLIDYKSTRA 2020 REPAIR	\$811,117
1129577 WLFL8 GALLI-DYKSTRA FEASIBILITY	\$9,940
1044961 WLFL8 GREEN PRE-CONST ACQ	\$8,498,527
1044882 WLFL8 GREEN R PL84-99 MITIGATN	\$2,063
1130559 WLFL8 GREEN SCOUR REPAIR 2017	\$102,476
1132391 WLFL8 HSB BREDA SETBACK - KENT	\$1,000,000
1129576 WLFL8 HSB MCCOY REALIGNMENT	\$511,894
1134341 WLFL8 LONES LEVEE RESTORATION	\$1,850,000
1132007 WLFL8 LOWER RUSSELL ACQ KENT	\$100,012
1130118 WLFL8 LWR GRN R CORRIDOR PLAN/EIS	\$1,189,730
1112056 WLFL8 LWR RUSSELL LEVEE SETBACK	\$18,124,921
1126595 WLFL8 MILWAUKEE LEVEE #2-KENT	\$17,501,079
1139191 WLFL8 NEWAUKUM CR FLOOD CONVEYANCE RES	\$65,000
202101 WLFL8 O'CONNELL REVETMENT 2021 REPAIR	\$100,000
1127209 WLFL8 OLD JEFF'S FARM REVETMENT	\$597,144
1044881 WLFL8 RUSSELL RD UPPER KENT	\$17,117

1137404 WLFL8 S 106TH ST DRAINAGE IMPVMNT	\$451,000
1130562 WLFL8 SIGNATURE POINTE REVETMENT	\$28,463,336
1135539 WLFL8 TUK REVETMNT 2019 REPAIR	\$88,866
1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$11,224,554
1129367 WLFL8 TUK-205 USACE GACO REPAIR	\$8,771,077
1135538 WLFLS PUGET WAY CULVERT	\$258,048
1129203 WLFLS S PARK DRAINAGE IMPROVEMENTS	\$4,042,086
1112036 WLFLS SOUTH PARK PUMPSTATION	\$4,717,682
TOTAL GREEN RIVER BASIN	\$120,124,569
White River Basin	
1137405 WLFL9 212TH AVE SE MITIGATION	\$36,000
1135540 WLFL9 ANDERSON PARK ACQUISITION	\$100,000
1112049 WLFL9 COUNTYLINE TO A STREET	\$35,303
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$1,249,806
1134345 WLFL9 SLIPPERY CREEK ACQ	\$63,739
1130560 WLFL9 STREAM #10.0048 US CULVERT	\$475,814
1135541 WLFL9 STUCK R DR 2019 REPAIR	\$235,000
TOTAL WHITE RIVER BASIN	\$2,195,662
Countywide Costs	
1139192 WLFLG COASTAL EROSION/FLOODING GRANTS	\$3,000,000
1139193 WLFLG CULVERT & FISH PASSAGE GRANTS	\$3,000,000
1122628 WLFLG FLOOD REDUCTION GRANTS	\$12,824,584
1139194 WLFLG URBAN STREAMS GRANTS	\$3,000,000
1117333 WLFLG WRIA GRANTS	\$21,280,517
1112022 WLFLM EFFECTIVENESS MONITORING	\$1,692,649
1045042 WLFLO SUBREGNL OPPRTNTY FUND	\$21,161,838
1044281 WLFLX CENTRAL CHARGES	\$247,437
1045333 WLFLX CONST MATERIALS STOCKPILE	\$350,008
1044279 WLFLX FLOOD EMERGENCY CONTGNCY	\$1,250,000
TOTAL COUNTYWIDE COSTS	\$67,807,033
TOTAL CAPITAL BUDGET	\$255,030,682
Flood Control District Total	\$271,516,035

Notes:

¹⁾ The amounts shown here represent the annual project budgets as adopted in Resolution FCD2021-05.

King County Flood Control District 2021 Expenditures

Flood Control District Administration

Flood District Administration \$2,123,434

Operating Expenditures

Description	
Annual Maintenance	\$2,177,852
Flood Hazards Plan, Grants, Outreach	\$579,181
Flood Hazard Studies, Maps, Technical Services	\$2,656,533
Flood Preparation, Flood Warning Center	\$453,917
Program Management, Supervision, Finance, Budget	\$1,828,323
Program Implementation	\$1,611,169
Overhead / Central Costs	\$2,700,244
Total	\$12,007,219

Capital Expenditures

Project	Description	
Snoqualmie Riv	•	
•	WLFL0 SF SKYKMSH REP LOSS MIT	\$221,446
	WLFL0 TIMBERLANE 2019 REPAIR	\$240,274
	WLFL1 BENDIGO UPR SETBACK N BEND	\$1,227
	WLFL1 CIRCLE R RANCH RISK RED	\$201,130
	WLFL1 MF FLOOD CONVEYANCE	\$1,085
	WLFL1 MF LEVEE SYSTEM IMPRVMNT	\$1,521
1137758	WLFL1 MF RESIDENTIAL FLD MTGTN	\$13,925
1134340	WLFL1 NORTH FORK BRIDGE FEAS	\$299,888
1132629	WLFL1 RECORD OFFICE 2016 REPAIR	\$1,884,575
1139695	WLFL1 REINIG FISH ACCESS PLACEHOLDER	\$582
1132628	WLFL1 REINIG RD 2016 REPAIR	\$5,085,993
1132457	WLFL1 RIBARY CREEK	\$12,811
1129364	WLFL1 SHAKE MILL LB 2016 REPAIR	\$18,791
1129363	WLFL1 SHAKE MILL RB 2016 REPAIR	\$48,669
	WLFL1 SI VIEW RM4 2017 REPAIR	-\$1,807
	WLFL1 UPR SNO RES FLD MITIGTN	\$133,460
	WLFL1 USACE PL 84-99 SF SNO	\$45,527
	WLFL2 ALDAIR BUYOUT	\$534
	WLFL2 DUTCHMAN RD 2012 REPAIR	\$289,622
	WLFL2 FALL CITY FLOODPLAIN	\$66
	WLFL2 FARM FLOOD TSK FORCE IMP	\$5,214
	WLFL2 FISH HATCHERY RD BR #61B REPAIR	\$148,789
	WLFL2 JOY 2020 REPAIR	\$28,327
	WLFL2 LWR SNO RESDL FLD MITGTN	\$29,029
	WLFL2 SE DAVID POWELL UPSTREAM	\$4,726
	WLFL2 SNOQUALMIE 13.5 REVETMN	\$51,036
	WLFL2 SNOQUALMIE VALLEY FEAS	\$23,840
	WLFL2 STOSSEL MAJOR REPAIR	\$130,120
	WLFL2 STOSSEL RB 2018 REPAIR	\$973
	WLFL3 HOLBERG FEASIBILITY	\$67,230
	WLFL3 L FREW LEVEE SETBACK	\$143,568
	WLFL3 LOWER TOLT R ACQUISITION WLFL3 RIO VISTA PROPERTY ACQ	\$3,610
		\$998,863
1141399	WLFL3 SAN SOUCI ROAD ELEVATION	\$10,552

1131560 WLFL3 SEDIMENT MGMT FEAS	\$18,731
1131562 WLFL3 SR 203 BR IMPRVMNTS FEAS	\$53,328
1131559 WLFL3 TOLT R LEVEE L.O.S. ANALYSIS	\$190,458
1115032 WLFL3 TOLT R NATURAL AREA ACQ	\$1,131,829
1126597 WLFL3 TOLT R RD ELEVATION FEASIBILITY	\$655
TOTAL SNOQUALMIE BASIN	\$11,540,198

Cedar River Basin

a. 11110. 24011	
1130555 WLFL5 ALLEN LK OUTLET IMPRVMNT	\$15,859
1139121 WLFL5 IRWIN R 2020 REPAIR	\$220,042
1139124 WLFL5 JEROME 2020 REPAIR	\$10,201
1139125 WLFL5 MOMB 2020 REPAIR	\$85,280
1139624 WLFL5 SAMMAMISH CIS	\$193,084
1112037 WLFL5 WILLOWMOOR FLDPLAIN REST	\$93,269
1132986 WLFL6 FIFTEENMILE CRK BRIDGE 493C	\$824
1116846 WLFL6 LOWER COAL CRK PH I	\$127,377
1139129 WLFL7 BELMONDO 2020 REPAIR	\$84,230
1139130 WLFL7 BRODELL 2020 REPAIR	-\$9,403
1138282 WLFL7 BYERS CURVE 2020 REPAIR	\$1,793
1139696 WLFL7 BYERS NBHOOD IMPROVMENTS	\$7,600
1044734 WLFL7 CDR PRE-CONST STRTGC ACQ	\$992,448
1139131 WLFL7 CEDAR RAPIDS ELJ6 2020 REPAIR	\$95,709
1134342 WLFL7 CEDAR RES FLOOD MITIGATION	\$699,802
1044729 WLFL7 CEDAR RVR GRAVEL REMOVAL	\$48,351
1131690 WLFL7 CITY OF RENTON LEVEE CERTIFICATION	\$288,308
1138280 WLFL7 CRT SITE 2 2020 REPAIR	\$4,802
1139132 WLFL7 CRT SITE 5 2020 REPAIR	\$90,554
1142966 WLFL7 CRT SITE 5B 2020 REPAIR	\$404
1139187 WLFL7 CRT2 ZONE D 2020 REPAIR	\$2,228
1139188 WLFL7 DORRE DON AVULSION ANALYSIS	\$13,414
1131549 WLFL7 HERZMAN LEVEE SETBACK AND TRAIL	\$697,851
1131550 WLFL7 JAN ROAD NEIGHBORHOOD	\$2,071,771
1131689 WLFL7 LOWER CEDAR FEASIBILITY STUDY	\$74,953
1131548 WLFL7 LOWER JONES ROAD NEIGHBORHOOD	\$38,023
1137270 WLFL7 MADSEN CR RENTON	\$87,307
1131687 WLFL7 MAPLEWOOD FEASIBILITY STUDY	\$11,235
1119888 WLFL7 RIVERBEND MHP ACQ	\$1,534,935
1130556 WLFL7 SE 162ND AVE AT 266TH CT	-\$211,410
1130557 WLFL7 SR 169 FEASIBILITY STUDY	\$3,063,023
1139189 WLFL7 TABOR-CROWALL REVETMENT	\$196,955
TOTAL CEDAR RIVER BASIN	\$10,630,816

Green River Basin

1116515 WLFL8 BRISCOE LEVEE SETBACK	\$7,945
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$14,411
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$310,305
1129574 WLFL8 BRPS HIGH-USE ENGINES	\$1,751,667
1139702 WLFL8 BRPS SEISMIC UPGRADES	\$621,341
1130024 WLFL8 BRPS SUPPORT SYS UPGRADE	\$533,516
1138676 WLFL8 DESIMONE MAJOR REPAIR	\$210,486
1139190 WLFL8 FORT DENT 2020 REPAIR	\$76,335
1141284 WLFL8 FORT DENT US 2021 REPAIR	\$166,102
1135536 WLFL8 GALLIDYKSTRA 2020 REPAIR	\$692,953
1044961 WLFL8 GREEN PRE-CONSTRCTN ACQ	\$191,909

1044882 WLFL8 GREEN R PL84-99 MITIGATN 1129576 WLFL8 HSB MCCOY REALIGNMENT KENT 1130118 WLFL8 LWR GRN R CORRIDOR PLAN/EIS 1112056 WLFL8 LWR RUSSELL/HOLIDAY 1126595 WLFL8 MILWAUKEE LEVEE #2-KENT 1141727 WLFL8 O'CONNELL 2021 REPAIR 1127209 WLFL8 S 277TH ST REVETMENT 1130560 WLFL8 SE 380 PL AT SR 164 1130562 WLFL8 SIGNATURE PT RVTMNT 1135539 WLFL8 TUK REVETMNT 2019 REPAIR 1129367 WLFL8 TUK-205 GACO WSTRN RPAIR 1137761 WLFL8 TUK-205 GUNTER FLOODWALL 1135538 WLFLS PUGET WAY CULVERT 1129203 WLFLS S PARK DRAIN IMPROVMNTS	\$3,888 \$40,799 \$134,261 \$13,998,727 \$125,642 \$9,404 \$291 \$100,594 -\$16,920 \$25,067 \$12,061 \$612,684 \$30,630 -\$2,988,317
1112036 WLFLS SOUTH PARK DWMSH BACKWTR	\$915,007
TOTAL GREEN RIVER BASIN	\$17,580,788
White River Basin 1112049 WLFL9 COUNTYLINE TO A STREET 1112038 WLFL9 RIGHT BANK LEVEE SETBACK 1135541 WLFL9 STUCK R DR 2019 REPAIR TOTAL WHITE RIVER BASIN	\$2,806 \$644,723 \$152,172 \$799,702
Countywide Costs	
Countywide Costs 1122628 WLFLG FLOOD REDUCTION GRANTS 1117333 WLFLG WRIA GRANTS 1112022 WLFLM EFFECTIVENESS MONITORING 1045042 WLFLO SUBREGNL OPPRTNTY FUND 1044281 WLFLX CENTRAL CHARGES 0000000 Default TOTAL COUNTYWIDE COSTS	\$2,862,914 \$5,657,283 \$893,979 \$4,357,575 \$149,586 \$66,124 \$13,987,461
TOTAL CAPITAL EXPENDITURES	\$54,538,965
	41.,000,000
Flood Control District Total	\$68,669,618

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 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	\$575,653
Flood Hazard Studies, Maps, Technical Services	\$5,065,964
Flood Preparation, Flood Warning Center	\$1,048,487
Program Management, Supervision, Finance, Budget	\$1,971,187
Program Implementation	\$1,921,599
Overhead / Central Costs	\$3,197,399
Total	\$16,313,808

Capital Budget

Project	Description	
Snoqualmie River	r Basin	
1044461 V	NLFL0 SF SKYKMSH REP LOSS MIT	\$800,000
1044460 V	WLFL0 TIMBER LN EROSN BUYOUTS	\$340,000
1121044 V	NLFL1 CIRCLE RVR RANCH RISK RED	\$196,305
1141729 V	WLFL1 MASON THORSON ELLS 2022 REPAIR	\$105,000
1139694 V	WLFL1 MF FLOOD CONVEYANCE N BEND	\$150,000
1137758 V	WLFL1 MF RESIDENTIAL FLD MTGTN	\$2,887,769
1142654 V	WLFL1 NF SNOQUALMIE RES FLD MIT	\$2,000,000
1132628 V	WLFL1 REINIG RD RVTMNT 2016 REPAIR	\$655,000
1132457 V	WLFL1 RIBARY CREEK N BEND	\$316,168
1132357 V	WLFL1 SF SNO LEVEE REMEDIATION	\$5,022
1129363 V	NLFL1 SHAKE MILL RB 2016 REPAIR	\$5,000
1044517 V	WLFL1 UPR SNO RES FLD MITIGTN	\$3,714,000
1132338 V	NLFL1 USACE PL 84-99 UPPER SNO	\$378,458
1116342 V	WLFL2 DUTCHMAN RD REPAIR	\$484,752
1139119 V	NLFL2 JOY 2020 REPAIR	\$500,000
1044582 V	WLFL2 LWR SNO RESDL FLD MITGTN	\$59,655
1130515 V	NLFL2 SNOQUALMIE VALLEY FEAS	\$151,000
1134344 V	WLFL2 STOSSEL LONG TERM REPAIR	\$86,598
	WLFL3 HOLBERG 2019 REPAIR	\$200,000
1131803 V	NLFL3 LOWER FREW LEVEE SETBACK	\$105,319
	WLFL3 LOWER TOLT RIVER ACQUISITION	\$150,000
1131563 V	NLFL3 RIO VISTA PROPERTY ACQ	\$397,128
1131559 V	WLFL3 TOLT R LEVEE L.O.S. ANALYSIS	\$54,357
	NLFL3 TOLT R NATURAL AREA ACQ	\$107,740
1141399 V	WLFL3 TOLT R RD ELEV SAN SOUCI	\$700,000
	NLFL3 UPPER FREW LEVEE SETBACK	\$159,000
	WLFL4 ALPINE MANOR NEIGHBORHOOD BUYOUTS	\$400,000
TOTAL SNO	QUALMIE BASIN	\$15,108,271

Cedar River Basin

1142460 WLFL5 ISSAQUAH CREEK CIS	\$300,000
1142655 WLFL5 LK SAMMAMISH FLOOD MIT GRANTS	\$1,000,000
1139125 WLFL5 MOMB 2020 REPAIR	\$142,391

1139624 WLFL5 SAMMAMISH CIS 1137403 WLFL6 BEAR CRK FLOOD EROSION REDMOND 1137759 WLFL6 FACTORIA BLVD DRAINAGE 1116846 WLFL6 LOWER COAL CRK PH I 1139129 WLFL7 BELMONDO 2020 REPAIR 1044734 WLFL7 CDR PRE-CONST STRTGC ACQ 1139131 WLFL7 CEDAR RAPIDS ELJ6 2020 REPAIR 1139132 WLFL7 CRT SITE 5 2020 REPAIR 1139187 WLFL7 CRT2 ZONE D 2020 REPAIR 1131549 WLFL7 HERZMAN LEVEE SETBACK	\$1,307,400 \$450,000 \$2,022,000 \$200,000 \$149,048 \$1,600,000 \$5,518 \$87,905 \$5,142,656 \$1,023,786
1131550 WLFL7 JAN ROAD LEVEE SETBACK	\$9,573,987
1131548 WLFL7 LOWER JONES ROAD NEIGHBORHOOD	\$1,410,000
1139189 WLFL7 TABOR-CROWALL-BRODELL 2020 REPAIR	\$635,325
TOTAL CEDAR RIVER BASIN	\$25,050,016
Green River Basin	
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$490,862
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$1,420,719
1129574 WLFL8 BRPS HIGH-USE ENGINES 1139702 WLFL8 BRPS SEISMIC UPGRADES	\$3,837,828 \$2,397,634
1130024 WLFL8 BRPS SUPPORT SYS UPGRADES	\$928,728
1138676 WLFL8 DESIMONE MAJOR REPAIR USACE	\$6,000,000
1141900 WLFL8 DYKSTRA 2022 REPAIR	\$50,000
1139190 WLFL8 FORT DENT 2020 REPAIR	\$328,710
1044961 WLFL8 GREEN PRE-CONST ACQ	\$5,000,000
1132391 WLFL8 HSB BREDA SETBACK KENT	\$5,200,000
1141901 WLFL8 KENT AIRPORT RVTMNT 2022 REPAIR	\$100,000
1130118 WLFL8 LWR GRN R CORRIDOR PLAN/EIS	-\$1,024,730
1112056 WLFL8 LWR RUSSELL LEVEE SETBACK	\$9,005,687
1141727 WLFL8 O'CONNELL REVETMENT 2021 REPAIR	\$50,000
1130562 WLFL8 SIGNATURE PT REVETMENT KENT 1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$26,800,000
1129367 WLFL8 TUK-205 GONTER FLOODWALL 1129367 WLFL8 TUK-205 USACE GACO-SEGALE	\$3,075,336 \$3,959,599
1129203 WLFLS S PARK DRAINAGE IMPROVEMENTS	\$7,030,000
TOTAL GREEN RIVER BASIN	\$74,650,373
	ψ. 1,000,0.0
White River Basin	
1130561 WLFL9 CHARLIE JONES DS CULVERT	\$45,000
1130560 WLFL9 CHARLIE JONES US CULVERT	\$188,186
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$583,755
1135541 WLFL9 STUCK R DR 2019 REPAIR	\$5,000
TOTAL WHITE RIVER BASIN	\$821,941
Countywide Costs 1139192 WLFLG COASTAL EROSION/FLOODING GRANTS	-\$3,000,000
1139192 WEFEG COASTAL EROSION/FLOODING GRANTS 1139193 WEFEG CULVERT & FISH PASSAGE GRANTS	-\$3,000,000
1122628 WLFLG FLOOD REDUCTION GRANTS	\$21,301,795
1139194 WLFLG URBAN STREAMS GRANTS	-\$3,000,000
1117333 WLFLG WRIA GRANTS	\$10,007,902
1112022 WLFLM EFFECTIVENESS MONITORING	\$850,701
1045042 WLFLO SUBREGNL OPPRTNTY FUND	\$6,012,016
1044281 WLFLX CENTRAL CHARGES	\$100,000
TOTAL COUNTYWIDE COSTS	\$29,272,414

TOTAL CAPITAL BUDGET

\$144,903,015

Flood Control District Total

\$163,555,460

Notes:

- 1) The amounts shown here represent the budget as adopted in Resolution FCD2021-12. It is the new appropriation for 2022 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 2022.
- 2) Negative amounts are reductions in budget, reflecting disappropriations due to project delay, deferal, or closeout.