

**King County Flood Control District  
2024 Semiannual  
Performance Report**

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November 4, 2024



**King County**

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

This semiannual report is required by an Interlocal Agreement (ILA) between King County and the King County Flood Control District, which was amended and approved by Ordinance 19317 and FCD Resolution 2021-06.<sup>1</sup> 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.

## II. Executive Summary

This report provides the King County Flood Control District’s (District) Board of Supervisors with the status of work completed in the second and third quarters of 2024 by the Water and Land Resources Division (WLRD) of the Department of Natural Resources and Parks (DNRP), as the primary service provider to the District.

Throughout the reporting period WLRD consistently delivered outstanding flood risk reduction services and maintained high standards of operational excellence. This report details specific accomplishments and progress within the five core work program areas described below:

- **Structural Protection:** WLRD initiated and completed two capital projects during 2024: HSB McCoy Revetment Realignment Kent, in partnership with the U.S. Army Corps of Engineers (Corps of Engineers), and the Circle River Ranch Flood Risk Reduction project. Construction continues at the Black River Pump Station. Meanwhile, WLRD is in final design on four projects, one of which is scheduled to begin construction before the end of the year; 19 different capital-related projects are in preliminary design; and four projects are in their initial planning phase.
- **Hazard Identification, Planning, and Mitigation:** The following efforts are underway to update WLRD’s understanding of changing flood-related hazards, communicate related risks to the public, and strategically plan to mitigate those risks:

<i>Product</i>	<i>Progress April 30 – October 31, 2024</i>
<b>Channel Migration Zone (CMZ) studies</b>	The Lower Snoqualmie River CMZ study is expected to be complete soon and public outreach will begin before the end of the year.
<b>Floodplain Studies and Mapping</b>	The Seidel Creek floodplain study was completed and presented to the public in April 2024. Technical studies of Jenkins, Little Soos, and Covington creeks were presented to the District in August 2024. The Issaquah Creek flood study is anticipated to be shared with the District in late 2024.
<b>Levee breach analysis of five river levee containment systems</b>	A briefing to the District about the final Tolt River levee system was provided in Q3 of 2024. The final Raging River study will be provided in

<sup>1</sup> Ordinance 19317 [\[LINK\]](#) FCD Resolution 2021-06 [\[LINK\]](#)

	Q4 2024. The South Fork Snoqualmie River results are expected in late-2024.
<b>Climate change and future flooding analysis</b>	WLRD continues to work with the University of Washington (UW) Climate Impacts Group. Draft reports for the White and Snoqualmie rivers, and the Cedar and Green rivers are anticipated by the end of 2024.
<b>Floodplain Management Planning</b>	King County subject matter experts contributed their expertise to the Flood Management Plan update. The final version was transmitted to the King County Council in June 2024 and approved unanimously on September 17, 2024.
<b>Home elevations</b>	WLRD has seven home elevations underway. 30 homeowners have recently confirmed their interest in participating in the program and are on a waiting list.
<b>Home buyouts</b>	During the reporting period, WLRD acquired three properties totaling 25 acres for \$2.24 million to permanently reduce flood risk to residents and residential structures.

- 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 and in the Flood Warning mobile app. On September 5, the new, modernized Flood Warning software application was launched.
- Asset Management:** WLRD continues to provide monthly status updates of the River Facility Inventory (RFI) to the District as facility inspections are completed and follow-up actions are identified. WLRD inspected 166 facilities in the RFI by September. Inspection and assessments may lead to proposed repairs in the capital program. WLRD continues to pursue Federal Emergency Management Agency (FEMA) funding for projects that resulted from the 2020 Presidential Major Disaster Declaration. To date, FEMA has obligated funding for six Cedar River repair projects and one on Issaquah Creek. However, in August, the King County Office of Emergency Management (OEM) was alerted that FEMA was considering denying the Public Assistance request for the projects on the Cedar River, totaling \$18 million. WLRD partnered with OEM and the Executive’s Office to contact Congressman Adam Smith’s office for assistance. WLRD is also partnering with the Corps of Engineers under Public Law 84-99 Rehabilitation Program for two projects on the Green River.
- Risk Reduction through Partnerships:** Cities and other regional partners continue to make progress on projects supported with District grant funding. WLRD is currently managing 335 open Cooperative Watershed Management (CWM) and Flood Reduction grants. A total of 72 grants were closed out, to date, in 2024.

The actions described in this report represent progress on the District’s adopted 2024 work plan and toward implementation of adopted policies such as the FCD Motion on integrated floodplain management. The District’s 2024 Revised Operating and Capital Budget (Appendix B), Operating Expenditures, April-September 2024 (Appendix C), and Capital Expenditures, April-September 2024 (Appendix D), are attached.

### III. 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 District, WLRD reduces flood risks and restores rivers and floodplains. In addition, WLRD operates King 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 (ILA) between King County and the District. The 2006 King County Flood Hazard Management Plan and the 2013 Update (Flood Plan) help to inform WLRD's work to deliver services on behalf of the District and guide King County's approach to flood risk reduction in the unincorporated areas.

**Current Context:** As the primary service provider to the District, WLRD provides operating functions, such as the flood warning center; facility inspections and repairs; and oversees design, planning, and construction of most the District's capital projects. This work is informed by the District's adopted policies, including the Motion for integrated floodplain management.<sup>2</sup> WLRD's work for the District is comprised of five core program areas, which include:

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

In September, WLRD completed work to update the King County Flood Hazard Management Plan, which identifies flood hazards, evaluates risks, and identifies approaches to reduce risk. Updating the Flood Hazard Management Plan ensures King County continues to receive its high rating for floodplain management from the National Flood Insurance Program (NFIP) Community Rating System

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<sup>2</sup> Activity reported is for the period from April 2024 to September 2024.

(CRS) administered by FEMA.<sup>3</sup> King County’s Class 2 rating through CRS provides a 40 percent discount on flood insurance premiums to policy holders in unincorporated King County. The County coordinated with the District on the Flood Management Plan update.

**Report Methodology:** The semiannual report was developed by WLRD. Data were gathered from program leads and subject matter experts to provide an update on implementation of the District’s adopted work program. The report also draws information from monthly invoice summaries to the District, quarterly deliverable reports, and monthly facility inspection updates.

## IV. Report Requirements

The ILA between the District and King County requires the County to submit a financial and performance report to the District by April 30 and October 31 of each year. The report outlines and summarizes flood risk reduction activities in the District’s adopted annual work program. The report is organized to reflect the five core work program areas described above, with highlights of completed milestones, and the status of ongoing work. The budgetary and financial reports included in the appendices reflect County budgetary practices, as well as the Office of the Washington State Auditor’s Budgeting, Accounting, and Reporting System (BARS) requirements.

### A. Structural Protection

Structural protection projects build and improve levees and revetments to reduce flood risk to people, property, and the region’s economy. During the reporting period, WLRD initiated construction of the HSB McCoy Revetment Realignment Kent in partnership with the Corps of Engineers and the Circle River Ranch Flood Risk Reduction project. Projects in construction, along with other capital projects in planning and preliminary and final design phases, are highlighted below:

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

Project Name and Location	Activity <sup>3</sup>	Purpose	Cost Estimate <sup>4</sup>
HSB McCoy Revetment Realignment Kent, Green River	Completed Construction	Stabilized the levee slope, constructed a ring levee around an isolated utility, and shifted the alignment of the federal levee back to the City of Kent’s secondary containment levee. The Corps of Engineers led the project and initiated construction in September 2024.	\$3.4 million
Circle River Ranch Flood Risk Reduction, near North Bend, Snoqualmie River	Completed Construction	Constructed a buried setback revetment to repair the damaged upstream portion of the existing revetment. Construction for this project was initiated in September 2024.	\$2.1 million
Black River Pump Station High-Use Engines, Renton, Green River	Ongoing Construction	Construction of high-use engines, which pump water from Springbrook Creek into the Green River to reduce risk of flooding in the	\$12.7 million

<sup>4</sup> Cost estimates include planning, design, real estate, permitting, construction, and contingency consistent with the Project Life Total in the adopted 2024 mid-year Capital Improvement Project Budget.

		City of Renton during normal conditions. The pump station also evacuates floodwaters should levees overtop during a flood event.	
Tukwila-205 Levee USACE Gaco-Segale Segment, Tukwila, Green River	Final Design	Make improvements to the Gaco Western Segment of the Tukwila 205 levee system to maintain flood protection. The first phase of construction is planned to be initiated in late September or early October 2024.	\$7.1 million
Stossel Revetment Major Repair, near Carnation, Snoqualmie River	Final Design	Revetment reconstruction to protect sole access along 310th Avenue NE (north of NE Carnation Farm Road), along the right bank abutment of the Stossel Bridge. Construction is scheduled for 2025, subject to federal permit approvals.	\$3.1 million
Belmondo Levee 2020 Repair, near Renton, Cedar River	Final Design	Repair a levee that protects critical infrastructure, including SR 169, the Cedar River Trail, and a regional fiber-optic line. Estimated construction planned for 2025, subject to federal permit approvals.	\$2.0 million
Herzman to Camp Freeman Levee Setback and Repair, near Renton, Cedar River	Final Design	Repair flood damages to revetments to protect SE Jones Road and residences, improve flood resiliency of public and private infrastructure, and support natural floodplain processes. Construction is scheduled to be initiated in 2025, subject to permit approvals.	\$12.1 million
Black River Pump Station Control Building Replacement, Renton, Green River	Preliminary Design	Design and build renovations to the Black River Pump Station, including replacement of the control building, the trash rake system, and the screen spray system.	\$19.5 million
Black River Pump Station Fish Passage Improvements, Renton, Green River	Preliminary Design	Design and build renovations to the Black River Pump Station, including revising and replacing the obsolete fish-passage systems.	\$149 million
Black River Pump Station Seismic Upgrades, Renton, Green River	Preliminary Design	Strengthen and improve the structure and subsurface soils at the Black River Pump Station.	\$67.5 million
Black River Pump Station Support System Upgrades, Renton, Green River	Preliminary Design	Design and build renovations to the Black River Pump Station, including replacing support systems such as engine control panels, cooling systems, oilers, and hoists.	\$4.0 million
Cedar River Trail 5 Revetment 2020 Repair, near Renton, Cedar River	Preliminary Design	Revetment repair to protect State Route (SR) 169, the Cedar River Trail, and a regional fiber optic line. Planned for construction in 2025.	\$2.9 million
Momb Revetment 2020 Repair, near Issaquah, Issaquah Creek	Preliminary Design	Revetment repair to protect a neighborhood's sole access road from flood and erosion. Construction is planned for 2025.	\$920,000
Dutchman Road Revetment Repair, near Duvall, Snoqualmie River	Preliminary Design	Revetment repair to provide sole access to residences and business on the west side of	\$11.1 million

		the Snoqualmie Valley downstream of Duvall. Construction is planned for 2026.	
Fort Dent Levee 2020 Repair, Tukwila, Green River	Preliminary Design	Repair a damaged flood protection facility in the City of Tukwila to protect a regional trail and soccer complex. Construction is planned for 2026.	\$7.5 million
Tukwila 205 - Gunter Floodwall, Tukwila, Green River	Preliminary Design	Reconstruct the Gunter segment of the Tukwila 205 levee to provide protection in the City of Tukwila from a 500-year flood in the Lower Green River.	\$44.3 million
Kent Airport Revetment 2022 Repair, Kent, Green River	Preliminary Design	Reconstruct the levee to stabilize the over-steepened embankment to protect commercial properties and access to a King County Wastewater Pump Station.	\$1.4 million
Lower Frew Levee Setback, Carnation, Tolt River	Preliminary Design	Reduce flood risks and reconnect floodplain along the lower Tolt River. Construction is scheduled to be initiated in 2027.	\$19.85 million
Tabor-Crowall-Brodell Revetments 2020 Repair, near Renton, Cedar River	Preliminary Design	Repair damaged revetments to protect Maple Valley Highway (SR 169), a buried regional fiber-optic line, sewer and water utilities, and the Cedar River Trail. Construction is planned for 2026.	\$8.1 million
O'Connell Revetment 2021 Repair, Kent, Green River	Preliminary Design	Stabilize the O'Connell revetment slope and move or replace the road shoulder and guardrail.	\$1.8 million
May Valley 186 <sup>th</sup> Culvert Replacement, near Renton	Preliminary Design	Reduce surface water flooding by replacing the culvert on the ditch under 186th Avenue SE.	\$500,000
Willowmoor Floodplain Restoration, Redmond	Preliminary Design	Reduce the frequency and duration of high lake levels in Lake Sammamish while maintaining downstream Sammamish River flood control performance and enhancing habitat.	\$4.9 million <sup>5</sup>
Pacific Right Bank Flood Risk Reduction, Pacific, White River	Preliminary Design	Construct a flood risk reduction project in the City of Pacific.	\$30.8 million
Desimone Levee Major Repair USACE, Tukwila, Green River	Preliminary Design	Construct a floodwall to increase the level of flood protection, repair slope failures, reduce levee embankment slopes, and shift the levee alignment (and Green River regional trail) landward where possible. This project will be implemented in cooperation with the Corps of Engineers in 2025.	\$35.5 million
North Fork Confluence Revetment Removal, near North Bend, Snoqualmie River	Preliminary Design	Remove a derelict facility to eliminate long-term costs of inspecting and maintaining the facility and restore habitat and natural river processes. Construction is planned for 2025.	\$825,000
Pump Station Revetment Repair, Snoqualmie, Snoqualmie River	Preliminary Design	Implement revetment improvements to address erosion that threatens the upstream end of a facility, that provides protection to	\$1.6 million

<sup>5</sup> Design only, does not include implementation costs.



		a City of Snoqualmie sewage pump station. Construction is planned for 2027.	
Sammamish Capital Investment Strategy, Redmond, Woodinville, Bothell, Kenmore, Sammamish River	Planning	The Capital Investment Strategy will identify and prioritize capital projects along the Sammamish River.	\$3.2 million <sup>6</sup>
Issaquah Creek Capital Investment Strategy, near Issaquah, Issaquah Creek	Planning	The Capital Investment Strategy will identify and prioritize capital projects along Issaquah Creek.	\$1.3 Million <sup>7</sup>
Girl Scout Levee Setback, near Carnation, Tolt River	Planning	This levee setback project will reduce flood risks to the Girl Scout Camp and Remlinger Farms, improve levee integrity, increase the area for lateral migration and ongoing sediment deposition, reduce long-term levee maintenance costs, and improve instream, floodplain, and riparian habitat functions. Construction timeline is dependent on footprint acquisition.	\$12.3 million
Upper Frew Levee Setback, near Carnation, Tolt River	Planning	This levee setback project will increase sediment storage and floodwater conveyance, protect adjacent development, and reduce potential damages to the downstream Snoqualmie Valley Trail Bridge. Construction timeline is dependent on footprint acquisition.	\$17.7 million

## B. Hazard Identification, Planning, and Mitigation

To reduce flood risks, WLRD works to identify, monitor, and map flood hazards. Flood hazard maps provide risk detail for areas of the county. Mapped details include the floodway, 100-year floodplain, 500-year floodplain, and channel migration zones.<sup>8</sup> WLRD is also continuing to work with the University of Washington’s (UW) Climate Impacts Group to evaluate how river flooding may be impacted by climate change. Additionally, WLRD has made progress on important mitigation efforts to remove people from harm through home elevations and home buyouts from willing sellers.

### Channel Migration Zone Studies and Mapping

Channel migration is a natural but potentially dangerous process. River channels can move across a floodplain, either gradually due to erosion or suddenly when a river jumps course. The process can cause riverbanks to recede or move completely, which can damage or erode property and infrastructure and trigger landslides. Channel migration zone (CMZ) maps identify where the rivers have the potential to move in the future. The Washington State Shoreline Management Program requires local government to map CMZs and regulate development in CMZ hazard areas to reduce risk to the public.<sup>9</sup>

<sup>6</sup> Planning only, does not include design or implementation costs.

<sup>7</sup> Planning only, does not include design or implementation costs.

<sup>8</sup> The floodway is the area within the 100-year floodplain, where the water flows most quickly and is most likely the deepest. The 100-year floodplain is the area impacted by a flood event that has a 1 percent chance of flooding in any given year. The 500-year floodplain is the area impacted by a flood event that has a 0.2 percent chance of flooding in any given year.

<sup>9</sup> WAC 173-26-221 [[LINK](#)]

WLRD has made progress on a Lower Snoqualmie River CMZ study. Preparation of a draft report and map began in 2022, and the study was restarted in 2023. Technical analyses, mapping, and report writing are nearing completion in Q3 2024 and internal review and public outreach initiation will begin Q4 2024. WLRD has begun the Issaquah Creek CMZ study (Work Program Description and Outreach and Communications Plan approved by the District in April and August 2022, respectively). WLRD staff have been involved in community outreach with residents during the field work phase (now completed) and conduct regular coordination with City of Issaquah staff. Briefings to management and the District on the draft Issaquah CMZ maps and study results are planned for early 2025.

### **Floodplain Studies and Mapping**

Floodplain hazard maps provide risk detail for areas of the county, including within city jurisdictions. Individuals and project sponsors can use flood maps to reduce risk to people and property and use flood models and base flood elevation information to complete floodplain development permit applications and comply with County flood code. FEMA uses the maps to update Flood Insurance Rate Maps. As a member of the National Flood Insurance Program (NFIP) and Community Rating System (CRS) Class 2 Community, King County must use flood maps to review development proposals in unincorporated areas to prevent the creation of new risk.

WLRD has several floodplain mapping efforts underway to update older maps with general floodplain information. At a public meeting in April 2024, WLRD presented a draft, updated flood hazard map resulting from the Seidel Creek flood study and submitted the draft map to FEMA for review. WLRD submitted flood hazard maps for the South Fork Skykomish River to FEMA for adoption in the third quarter of 2022, and FEMA is in the process of updating the national flood hazard map database. Technical analyses for studies of Jenkins, Little Soos, and Covington creeks are complete and WLRD presented results to the District in August 2024, with public outreach to follow in Q4 2024. The Newaukum Creek flood study and draft map are undergoing technical revision after receiving comments from reviewers.

The Issaquah Creek flood study update is under way and nearing completion. WLRD staff have been involved in community engagement and outreach with residents and through regular coordination with City of Issaquah staff. Draft flood hazard maps are anticipated to be complete and shared with the District by the end of 2024.

### **Levee Breach Analysis**

WLRD has continued to make progress on a levee breach analysis mapping and risk assessment study along five river levee containment systems, as recommended in the 2019 Levee Breach Analysis for the King County Rivers report. A summary report for the Tolt River levee system results is in final preparation; briefings to the District took place in Q3 2024; and public outreach for project results begins in Q4 2024. The Raging River study is complete, and briefings will be provided to the District in Q4 2024. The South Fork Snoqualmie River results are expected in late 2024. WLRD has also been coordinating with the City of Renton prior to scoping the levee breach analysis of the Cedar River. Renton is completing a flood risk reduction study for the levee containment system under a separate project authorized by the District, and many elements of the two studies are similar. WLRD and Renton plan to incorporate findings of the UW Climate Impacts Group climate change hydrologic analyses (next item) into the study. WLRD anticipates work to be contracted for the Cedar River study in late 2024.

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

Since 2018, WLRD has been working with the UW Climate Impacts Group to evaluate how projected changes in rain and snowfall patterns could impact future river flooding. The research suggests that flood flow frequency in unregulated rivers — the Snoqualmie River, South Fork Skykomish River, and the Green River above the Howard Hanson Dam — will increase over this century.<sup>10</sup> A third phase of work was initiated in August 2021 to include analyses of the Cedar and White rivers and update the technical approach used for the Green and Snoqualmie rivers. UW is calibrating models, and draft reports for the Snoqualmie and White basins and the Green and Cedar basins are expected by the end of 2024.

### **Floodplain Management Planning**

The final version of the Flood Management Plan was transmitted by the Executive to the King County Council on June 6, 2024. The plan, which was informed by an extensive community and partner engagement effort, reflects the needs and priorities of more King County communities than past flood plans, including those affected by coastal and urban flooding. The Council’s Local Services and Land Use Committee received an Executive staff briefing on August 21, 2024, and a Council staff briefing on September 4, 2024. On September 4, the committee issued a “Do Pass” recommendation for full Council action, and the item was adopted unanimously by Council on September 17, 2024.

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

Home elevation assists property owners with the costs of raising the finished floor of a home above the 100-year flood elevation, substantially reducing the threat of future damage. This improvement allows residents to remain on the property and preserves existing local housing and neighborhoods. Elevation projects are most appropriate in areas that experience slower-moving floodwaters that cause temporary inundation but are not forceful enough to cause structural damage. WLRD has seven home elevations underway. Thirty homeowners have recently confirmed their interest in participating in the program and are on a waiting list.

Home buyouts involve the voluntary sale of flood-prone properties and structures to King County. This is a particularly appropriate mitigation strategy in areas of deep, fast-moving water or areas threatened by channel migration. Buyouts can provide a permanent solution to the risks and damages of repetitive flooding and significantly reduce public costs associated with county, state, and federal agencies’ emergency response actions. Buyouts can also offer the added benefits of providing additional storage and passage of floodwater. In many cases, acquisition of flood-prone property is necessary for the District to complete planned capital construction projects to rebuild or set back levees. Between April 2024 and September 2024, WLRD acquired three properties totaling 25 acres for \$2.24 million to permanently reduce flood risk to residents and residential structures.

## **C. Flood Warning Program**

### **Flood Warning Technology Updates**

On September 5, the new Flood Warning software application was launched. The application is accessible on a cloud-based website and can be installed on mobile devices. It allows users to access real-time river conditions, forecast data, expected flood impact information, and more. The application has incorporated Google Translate to provide translation in more than 240 languages. It provides increased reliability and performance over the previous system that’s being retired.

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<sup>10</sup> 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 [\[LINK\]](#)

### **Forecasting King Tides**

In December 2022, an extreme “king tide,” combined with other factors, resulted in significant flood damages to the South Park neighborhood in Seattle along the Duwamish River and coastal floodplain areas throughout the region. At the direction of the Flood Control District, an effort is underway to expand the Flood Warning Program to provide services to communities primarily along the Duwamish River when flood conditions are likely to occur. This will include developing a flood phase system for the Duwamish River, similar to systems used for other major rivers in King County. It is anticipated that the Flood Warning Center will be open and available to provide individualized customer service before and during extreme king tide events and send Flood Alerts to help communities prepare for flooding. Implementation is planned for Fall of 2025.

### **Flood Response**

There were no significant flood events or response actions taken during the reporting period.

### **D. Asset Management**

WLRD coordinates property and flood protection facility maintenance for the District. There are more than 500 flood protection facilities (levees or revetments) currently identified in the River Facility Inventory (RFI) and approximately 800 acres of land managed for flood mitigation purposes.

#### **River Facility Inventory**

Inspection and assessments may lead to proposed repairs in the capital program. These facilities also help to increase the potential for federal funding assistance for future flood damages. WLRD has transmitted monthly status updates on facility inspections of the RFI. The inventory includes information about the most recent inspections, status of any follow-up actions identified through the inspections, and facility status in federal cost-share programs for levees through the U.S. Army Corps of Engineers (Corps of Engineers) and revetments through FEMA. WLRD inspected 166 facilities in the RFI during the reporting period.

More inspections will take place throughout the year, but most will occur next summer when low-flow conditions allow greater visibility of the facilities.

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

Following the 2020 Presidential Major Disaster Declaration, King County submitted information on 18 damage sites thought to be eligible for potential FEMA funding. FEMA indicated that most of the damages (15 sites) meet eligibility requirements for a 90 percent federal cost-share, with an additional five percent from the state. WLRD pursued FEMA funding for 11 projects (comprised of the 15 eligible damage sites: nine on the Cedar River and two on Issaquah Creek).

To date, FEMA has obligated funding for six of the Cedar River repair projects and one on Issaquah Creek. Following the state and FEMA agreement on fixed costs for Jan Road/CRT7, Riverbend Lower/CRT2, and Bucks Curve/Camp Freeman/Herzman subawards, FEMA denied extension of the grant program those projects had pursued, the County has reached out to Congressman Adam Smith’s office for assistance and is continuing to work with the state and FEMA to secure funding for all eligible un-obligated damage sites.

### **Public Law 84-99 Rehabilitation Program**

WLRD is also partnering with the Corps of Engineers under the Public Law 84-99 Rehabilitation Program<sup>11</sup> for the repair of two federally authorized levee systems on the Green River, including Horseshoe Bend-McCoy and Tukwila-Gaco, as well as a locally preferred plan for repairs and improvements for the non-federal Desimone levee in Tukwila. A fourth repair project, Mason Thorson Ells, on the Middle Fork Snoqualmie River (Mason Thorson Ells), was also completed in 2023 under the Corps' PL 84-99 that was damaged in the 2020 disaster.

### **E. Risk Reduction Through Partnerships**

WLRD administers several grant funding programs authorized by the District. WLRD is currently managing 335 open CWM and Flood Reduction grants. A total of 72 grants were closed out to date in 2024. WLRD is now successfully managing both the CWM and Flood Reduction grant application and review processes, and administration of the grants via an online grant management system. This system has earned positive reviews and increased WLRD's efficiency in managing the grant application process.

## **V. Conclusion**

This report provides the District's Board of Supervisors with the status of work completed between April through September 2024. This reporting period has been marked with many successes on the District's work program.

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

- **Structural Protection:** Completion of the HSB McCoy Revetment Realignment Kent and Circle River Ranch Flood Risk Reduction Project, reaching final design on four projects, and staffing 19 capital projects in preliminary design.
- **Hazard Identification, Planning, and Mitigation:** The Lower Snoqualmie River CMZ study is expected to be complete before year end. The Seidel Creek Flood Study was shared with the public in April 2024, and the Issaquah Creek flood study is anticipated to be shared with the District by end of year. Levee Breach Analysis of the Raging and Tolt river levee systems is complete. Seven home elevations are under way. Twenty-five acres of property were acquired for \$2.24 million to permanently reduce risk to residents and residential structures.
- **Flood Warning Program:** Essential planning work with King County Department of Information Technology was completed and a new Flood App was launched on September 5, 2024. Preparations for an the "La Niña" flood season are under way.
- **Asset management:** WLRD inspected 166 facilities in the RFI during the reporting period and secured federal funding for flood damage repairs.
- **Risk Reduction Through Partnerships:** In this reporting period, WLRD closed out 72 grants, and continues to manage 335 open CWM and Flood Reduction grants.

The actions described in this report represent King County's commitment to fulfilling the District's purpose to reduce flood risk for the residents of King County and to the District's adopted policies supporting integrated floodplain management and multi-benefit projects. WLRD looks forward to advancing this work further in coming years.

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<sup>11</sup> The U.S. Army Corps of Engineers' Rehabilitation & Inspection Program under Public Law 84-99 provides reimbursement for specific damages to levees that result from high-water event. [\[LINK\]](#)

## **VI. Appendices**

- Appendix A. King County Flood Control Zone District and King County-Interlocal Agreement 19317
- Appendix B. King County Flood Control District 2024 Revised Operating and Capital Budget
- Appendix C. King County Flood Control District Operating Expenditures, April-September 2024
- Appendix D. King County Flood Control District Capital Expenditures, April-September 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Purpose and Scope of the Agreement.

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

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

2. District Obligations and Authority.



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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. County Obligations and Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Monitoring and Adjusting Annual Work Program and Budget.

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

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

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

6. County Engineer.

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

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

## 7. Communications.

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

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

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

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

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

## 8 Authority to Execute Agreements.

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

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

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

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

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

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

9. Property Ownership.

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

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

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

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

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

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

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

10. Invoices.

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

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

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

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

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

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

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



11. Performance Reports.

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

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

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

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

12 Legal Relations.

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

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

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

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

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

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

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

12.7. Insurance.

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

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

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

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

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

### 13 Duration, Performance, and Termination.

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

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

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

### 14 Dispute Resolution.

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

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

15 Administration and Identification of Contacts.

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

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

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

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

16. General Provisions.

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

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

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

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

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

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


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

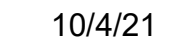
KING COUNTY


  
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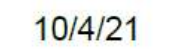
  
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Dated

Approved as to Form:

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

  
\_\_\_\_\_  
10/4/21

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

  
\_\_\_\_\_  
Dated

KING COUNTY FLOOD CONTROL ZONE DISTRICT



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Dave Upthegrove Dated Chair, King County Flood Control Zone District

Approved as to Form:



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

## King County Flood Control District 2024 Revised Operating & Capital Budget

### Operating Budget

Annual Maintenance	\$2,698,298
Flood Hazards Plan, Grants, Outreach	\$1,000,429
Flood Hazard Studies, Maps, Technical Services	\$2,306,712
Flood Preparation, Flood Warning Center	\$1,291,336
Program Management, Supervision, Finance, Budget	\$2,106,077
Program Implementation	\$2,515,876
Overhead/Central Costs	\$3,889,428
<b>Total</b>	<b>\$15,808,156</b>

### Capital Budget

Snoqualmie River Basin	\$56,666,700
Cedar River Basin	\$52,233,753
Green River Basin	\$132,714,989
White River Basin	\$8,491,358
Effectiveness Monitoring	\$1,346,649
Countywide Miscellaneous	\$6,122,871
Opportunity Fund	\$21,217,694
Grant Fund	\$76,067,344
<b>Total</b>	<b>\$354,861,358</b>

**King County Flood Control District Operating Expenditures, April – September 2024**

Description	Apr	May	Jun	Jul	Aug	Sep	Total
Annual Maintenance	\$167,624	\$182,665	\$113,493	\$115,735	\$277,258	\$181,858	\$1,038,633
Flood Hazards Plan, Grants, Outreach	\$71,332	\$59,933	\$55,501	\$67,126	\$85,555	\$57,938	\$397,385
Flood Hazard Studies, Maps, Technical Services	\$216,306	\$217,870	\$118,536	\$348,426	\$202,999	\$61,607	\$1,165,744
Flood Preparation, Flood Warning Center	\$12,890	\$18,968	\$20,448	\$13,475	\$23,936	\$33,356	\$123,073
Program Management, Supervision, Finance	\$73,765	\$65,924	\$95,521	\$177,224	\$157,515	\$81,064	\$651,013
Program Implementation	\$90,374	\$100,295	\$130,204	\$120,466	\$121,441	\$112,887	\$675,667
Overhead / Central Costs	\$453,557	\$192,685	\$202,999	\$291,289	\$190,185	\$205,447	\$1,536,162
<b>Total</b>	<b>\$1,085,847</b>	<b>\$838,341</b>	<b>\$736,702</b>	<b>\$1,133,741</b>	<b>\$1,058,889</b>	<b>\$734,157</b>	<b>\$5,587,678</b>



## King County Flood Control District Capital Expenditures, April- September 2024

Basin	Apr	May	Jun	Jul	Aug	Sep	Total
Skykomish/Miller Rivers	\$2,428	\$583	\$185	\$891	\$4,269	\$1,478	\$9,835
Upper Snoqualmie River	\$107,319	\$50,538	\$960,403	\$96,022	\$72,886	\$137,508	\$1,424,676
Lower Snoqualmie River	\$74,605	\$86,628	\$39,226	\$205,197	\$100,807	\$375,751	\$882,214
Tolt River	\$1,045,108	\$146,158	\$332,826	\$602,654	\$45,749	\$10,995	\$2,183,490
Raging River	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sammamish River	\$50,642	\$76,543	\$105,575	\$78,337	\$60,329	\$54,839	\$426,265
Major Lake Tributaries	\$0	\$32,456	\$40,377	\$0	\$0	\$0	\$72,833
Cedar River	\$186,548	\$314,603	\$121,920	\$99,608	\$103,804	\$711,492	\$1,537,974
Green River	\$1,053,539	\$709,904	\$492,933	\$995,345	\$868,673	\$332,658	\$4,453,051
White River	\$108,073	\$43,478	\$47,120	\$54,246	\$35,742	\$23,836	\$312,495
Grant Funds	\$2,296,029	\$994,305	\$854,726	\$2,641,785	\$1,476,916	\$1,241,610	\$9,505,371
Monitoring/Maintenance/Adap Mgm	\$144,192	\$91,792	\$76,888	\$87,552	\$94,417	\$81,402	\$576,242
Subregional Opportunity Fund	\$113,409	\$63,772	\$2,859	\$121,165	\$828,972	\$345,472	\$1,475,650
Countywide Miscellaneous	\$32,632	\$178,432	\$138,409	\$202,063	\$231,920	\$137,972	\$921,428
<b>Total</b>	<b>\$5,214,525</b>	<b>\$2,789,194</b>	<b>\$3,213,447</b>	<b>\$5,184,865</b>	<b>\$3,924,483</b>	<b>\$3,455,011</b>	<b>\$23,781,525</b>