



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 15, 2008**

**Ordinance 16341**

**Proposed No.** 2008-0645.1

**Sponsors** Patterson

1 AN ORDINANCE authorizing the King County executive  
2 to execute an interlocal agreement with the King County  
3 flood control zone district to provide services to the King  
4 County flood control zone district.

5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Findings:

8 A. In 2007, the King County flood control zone district ("the district") was  
9 formed to provide a comprehensive regional approach to flood protection in King  
10 County.

11 B. The district desires to carry out its mission to provide flood protection projects  
12 and services throughout the county as efficiently and effectively as possible.

13 C. The county has a long history of implementing flood protection projects and  
14 services in King County.

15 D. The county, through its department of natural resources and parks, provides a  
16 full range of flood protection projects and services, as well as related services, such as

17 public outreach and public information, budget preparation, legislative support, project  
18 management and other support services.

19 E. The county's flood protection projects, services and activities have earned the  
20 highest Federal Emergency Management Agency flood protection rating of any county in  
21 the country, saving businesses and residents hundreds of thousands of dollars annually on  
22 flood insurance premiums.

23 F. The district has the financial resources to provide significantly enhanced flood  
24 protection projects and services for the benefit of the citizens of the county.

25 G. The county and the district, although separate legal entities, share the common  
26 goal of helping to protect the citizens of the county from the ravages of flooding.

27 H. The district and the county entered into an interlocal agreement regarding  
28 support services for the period January 1, 2008, through December 31, 2008.

29 I. The district and the county desire to continue the provision of flood protection  
30 projects and services by the county to the district.

31 SECTION 2. The county executive is hereby authorized to execute an interlocal  
32

33 agreement, substantially in the form of Attachment A to this ordinance, with the King  
34 County flood control zone district for the provision of services.

35


Ordinance 16341 was introduced on 12/8/2008 and passed by the Metropolitan King County Council on 12/15/2008, by the following vote:

Yes: 7 - Ms. Patterson, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Gossett and Mr. Phillips

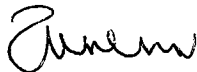
No: 0

Excused: 2 - Mr. Dunn and Ms. Hague

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

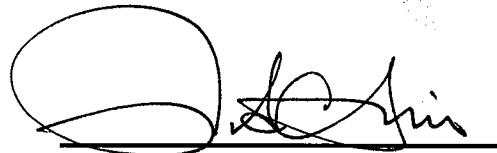
  
\_\_\_\_\_  
Julia Patterson, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

Anne Noris, Clerk of the Council

APPROVED this 23 day of December, 2008.

  
\_\_\_\_\_  
Ron Sims, County Executive

Ron Sims, County Executive

RECEIVED  
2008 DEC 24 AM 9:33  
KING COUNTY COUNCIL CLERK

**Attachments**      A. Interlocal Agreement Between King County and the King County Flood Control Zone District Regarding Flood Protection Services

**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 quasi-municipal corporation of the State of Washington ("District") (the "Parties" or when singular, the "Party") and shall be effective upon execution by King County and the District.

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, the County has a long history of implementing flood protection projects and services in King County;

WHEREAS, the County, through its department of Natural Resources and Parks, provides a full range of flood protection projects and services, as well as related services, such as public outreach and public information, budget preparation, legislative support, project management, and other support services;

WHEREAS, the County's flood protection projects, services and activities have earned the highest Federal Emergency Management Agency (FEMA) flood protection rating of any county in the country, saving businesses and residents hundreds of thousands of dollars annually on flood insurance premiums;

WHEREAS, the District has the financial resources to provide significantly enhanced flood protection projects and services for the benefit of the citizens of the County;

WHEREAS, the County and the District, although separate legal entities, share the common goal of helping to protect the citizens of the County from the ravages of flooding;

WHEREAS, the District and the County entered into an Interlocal Agreement regarding support services for the period January 1, 2008 through December 31, 2008;

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

WHEREAS, the District and the County 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 will use its financial resources and the County will use its technical expertise for effective and efficient flood protection.

1.2. The scope of the flood protection program entered pursuant to this Agreement will be funded by District revenues (and revenues obtained for the District by the County), and will be established by the District's budget and work program.

2. District Obligations and Authority.

2.1. In consultation with the County, the District shall adopt by resolution an annual budget and annual work program as prescribed in RCW 86.15.140.

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

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

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

2.2.3. The District shall pay the County for administrative overhead costs for the services provided by the County to the District. The administrative overhead costs incurred from the distribution of central rate charges shall be billed to the District in accordance with standard methodologies for determining such costs as reviewed and approved by the King County Office of Management and Budget and included to generate the overhead costs in the adopted County budget each year. The standard methodologies are described in Attachment A to this Agreement.

2.3. The District shall respond to requests received by the District for District public records pursuant to Chapter 42.56 RCW, applicable District

resolutions and this Agreement. The District shall notify the County of such requests as soon as possible, but in any event within two (2) business days.

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

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

3. County Obligations and Authority.

3.1. Unless otherwise directed by the District, the County shall make available the Clerk of the County Council to serve as Clerk of the District ("Clerk of the Board") and to provide services to the District that are similar to the services provided by the Clerk of the Council to the County Council.

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

3.2.1. 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.

3.2.2. Provide staffing and administrative services for the District's Advisory Committee and Basin Technical Committees.

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

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

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

3.2.6. Upon receipt by the County of a public records disclosure request under Chapter 42.56 RCW that would require disclosure of County or District public records related to this Agreement, advise the Clerk of the Board and the District Executive Director of such request as soon as possible, but in any event within two (2) business days. In consultation with the District, the County is authorized to respond to such requests on behalf of the District.

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

3.2.8. Notify the District within ten (10) business days after submitting an application for federal, state or local grants and matching funds.

3.2.9. 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 of emergency actions taken, or which may be required.

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

3.2.11. 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.

3.3. 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:

3.3.1. 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.

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

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

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

3.4. The County will consult regularly with, obtain input from and receive the advice of the District Executive Director on all policy matters.

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 six-year capital improvement program list.

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

3.5.3. The County is authorized to implement the proposed change unless the District Executive Director objects to the change or requests more information within fourteen (14) calendar days after the notice is provided to the Executive Director. If the Executive Director objects to the change or requests more information, the proposed change shall be approved only upon acceptance by the District Board of Supervisors.

4. Procedure for Preparation of Budget and Work Program.

Not later than August 31 of each year, the County shall prepare and submit for review by the District Executive Director a proposed annual budget and proposed annual work program for the subsequent calendar year. The County shall provide supporting information for the proposed budget and work program, in a form and in such detail as is required by District Executive Director. The District Executive Director may request additional information, which the County shall provide in a timely manner, but not more than five (5) business days after receiving the request. However, the District Executive Director shall grant reasonable extensions of time based on the circumstances, and may request expedited responses with respect to needed financial information.

5. Monitoring and Adjusting Budget and Work Program.

5.1. Through the invoicing process and reporting requirements of 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 the County believes that the cost of complying with or carrying out the annual work program will likely exceed the annual budget, the County shall as soon as possible prepare and submit to District Executive Director a proposed amendment to the annual budget or annual work program.

5.3. The District shall consider the proposed amendment in a timely manner, and may by resolution amend the budget and/or provide for adjustments to the 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 county engineer, 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.

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. Public Outreach and Media Relations.

To ensure clear and consistent communications with the public and outside agencies, all communications with the public and outside agencies regarding District and County flood protection services and programs shall be handled in accordance with communications protocols developed by the District and the County.

8. Authority to Execute Agreements.

8.1. The District Board of Supervisors shall authorize and approve all agreements to which the District is a party. 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 Board of Supervisors:

8.1.1. Agreements with third parties 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 six-year capital improvement program, 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 with the FEMA for reconstruction or repair of flood protection capital projects.

8.1.3. Agreements for the award of grants or matching funds that are consistent with applications for such grants or matching funds.

8.2. The Director of the Department of Natural Resources and Parks is hereby authorized to execute any agreements in the name of the County that are necessary or convenient to carry out the annual work program of the District.

9. Property Ownership.

All real property and interests therein acquired either by the District or the County on behalf of the District shall be in the name of the District, except as follows:

9.1. The real property and interests therein shall be in the name of the County and/or the District if required by any federal or state agency pursuant to applicable laws, regulations or agreements.

9.2. Before and during design, construction and construction management of a flood protection capital project included within the work program, the County shall acquire in its name only all real property and interests therein that are necessary for the project, unless provided otherwise by any federal or state agency pursuant to applicable laws, regulations or agreements. After County acceptance of such capital project, the County and the District shall enter into appropriate real property documents to transfer ownership and control of such real property to the District.

9.3. Any real property acquired by the County pursuant to any County buyout and relocation program shall be in the name of the County. Following the County's acquisition of such property, the County and the District shall enter into appropriate real property documents to transfer ownership and control of such real property to the District.

10. Invoices.

10.1. The County shall submit invoices for the cost of services and capital costs provided to the District to implement the annual work program. The invoices shall include all actual costs, plus administrative overhead costs, and shall be in a form and shall contain information and data substantially in the form of Attachment B to this Agreement.

10.2. The County will submit invoices within thirty (30) days after the closing of the billing month in which the services are provided. The District will review and pay the invoice within thirty (30) 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. Invoices shall be submitted to the District Executive Director and payments shall be made via inter-fund transfer consistent with instructions from the County.

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 County shall submit a calendar year final report by April 30 of each year, which may be combined with the April 30 financial and performance report required under Section 11.1, above.

11.3. Reports shall be submitted to the District Executive Director and shall include any modification or reprioritization of capital projects in the District's annual work program.

11.4. The Parties may agree to include additional performance measures in the reports to ensure accountability to the public.

11.5. In addition to the reports described in this Section 11, the Director of the Water and Land Resources Division shall provide the District Executive Director with a brief monthly summary highlighting County activities under this Agreement.

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. 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 and the District shall provide insurance or self-insurance. The District authorizes and directs the County to procure and maintain insurance on the District's behalf at the District's expense, including without limitation, the additional costs in insurance charges and costs incurred by the County for the District to be included as an insured in the County's self-insurance program and/or any insurance coverage provided for the benefit of the District, its Board of Supervisors, officers, employees, agents and volunteers. The County shall endeavor to procure insurance for the District with the same coverage and in the same amounts as is provided generally by the County for its officers, employees and agents. Prior to securing insurance for the District, the County shall consult with the District Executive Director.

12.7.2. The County is authorized to investigate and review all claims 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 of Supervisors 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.

12.7.3. 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 January 1, 2009 and shall remain in effect through December 31, 2010. The District may extend this Agreement once for two (2) years by sending notice to the County of its intention to extend the Agreement on or before September 30, 2010.

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; except that if the District fails to make payment as required in this Agreement, the County may provide written notice of termination not less than thirty (30) days prior to the effective date of termination.

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 will notify the other Party in writing of any dispute that the respective Party believes should be resolved. The Parties will 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 and the Director of the Water and Land Resources Division of the Department of Natural Resources and Parks, who shall be contacted as follows:

Executive Director  
King County Flood Control District  
c/o Lund Consulting, Inc.  
411 University Street, Suite 1200  
Seattle, WA 98101

Director of WLRD  
King County Dept. of Natural Resources and Parks  
201 South Jackson Street, Suite 600  
Seattle, WA 98104

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.

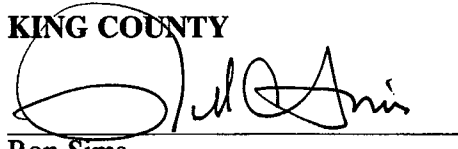
16.2. Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

16.3. Force Majeure. 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. This Agreement has been duly authorized by King County Ordinance and King County Flood Control Zone District Resolution.

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

**KING COUNTY**



Ron Sims  
King County Executive

12-23-2008  
Dated

Approved as to Form:

Dan Satterberg  
King County Prosecuting Attorney

By: \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

\_\_\_\_\_  
Dated

**KING COUNTY FLOOD CONTROL ZONE DISTRICT**

\_\_\_\_\_  
Julia Patterson  
Chair of the Board of Supervisors

\_\_\_\_\_  
Dated

Approved as to Form:

By: \_\_\_\_\_  
Rod P. Kaseguma  
Inslee, Best, Doezie & Ryder, P.S.

\_\_\_\_\_  
Dated

**Attachment A**  
**Standard Overhead Methodologies**

| <b>Cost Pool</b>                            | <b>Methodology</b>                    |
|---|---------------------------------------|
| General Government                          | 2007 Adjusted Operating Expenditures* |
| Personnel                                   | 2009 Proposed FTEs                    |
| Bus Pass                                    | 2009 Proposed FTEs                    |
| Ombudsman                                   | 2007 Complaints                       |
| Asset Management                            | 2007 Asset Value                      |
| Mail Service                                | 2009 Proposed FTEs                    |
| Auditor                                     | 2007 ARMS/IBIS Transactions           |
| Office of Management and Budget             | 2007 Adjusted Operating Expenditures  |
| Business Relations and Economic Development | 2007 Adjusted Operating Expenditures  |
| Building Occupancy                          | 2007 Square Footage                   |
| Records Management                          | 2009 Proposed FTEs                    |
| Emergency Services                          | 2009 Proposed FTEs                    |

\* Excludes executive, councilmembers and staff salaries

Summary FCD Billing for September 2008 - Operating

|  |                      |
|--|----------------------|
| ANNUAL MAINTENANCE, FACILITY ASSESSMENTS                       | \$ 120,715.55        |
| FLD HAZARD PLANNING, GRANTS, OUTREACH                          | \$ 13,691.77         |
| FLD HAZARD STUDIES, MAPS, TECHNICAL SERVICES                   | \$ 25,150.22         |
| FLOOD PREPARATION, FLOOD WARNING CENTER, POST FLOOD ACTIVITIES | \$ 22,120.40         |
| PROGRAM MANAGEMENT, SUPERVISION, FINANCE, BUDGET               | \$ 164,299.54        |
| PROGRAM IMPLEMENTATION   | \$ 64,619.89         |
| TRANSFERS AND CHARGES TO CAPITAL AND OTHER PROJECTS            | \$ 52,604.14         |
| <b>Total Expenditures:</b>                                     | <b>\$ 463,201.51</b> |

# Account Class Monthly Billing for FCD Operating

Based on September 2008 Billing Detail

| Account Class | Description           | Annual Maint, Facility Assessments | Fid Hazard Plan, Grants, Outreach | Fid Hazard Maps, Tech Svcs | Flood Prep, FWC  | Prog Mgmt, Supv, Finance, Budget | Program Implementation | Transfers & Charges to Capital | Totals            |
|---------------|-----------------------|------------------------------------|-----------------------------------|----------------------------|------------------|----------------------------------|------------------------|--------------------------------|-------------------|
| 51100         | Salaries & Benefits   | 12,926.81                          | 8,854.37                          | 17,735.45                  | 934.67           | 46,987.15                        | 55,566.44              | 63,515.01                      | 206,519.90        |
| 52000         | Supplies              | 961.55                             |                                   |                            |                  | 208.37                           |                        |                                | 870.92            |
| 53000         | Services              | 101,708.88                         | 2,594.16                          | 556.34                     | 20,777.50        | 4,434.82                         | 2,375.78               |                                | 132,447.48        |
| 55000         | Interdpt Charges      | 7,837.86                           | 2,480.84                          | 10,472.43                  | 408.23           | 11,902.54                        | 7,672.44               |                                | 40,774.34         |
| 56000         | Capital Purchases     |                                    |                                   |                            |                  |                                  |                        |                                |                   |
| 58000         | Intercounty Transfers |                                    |                                   |                            |                  | 100,765.66                       |                        |                                | 100,765.66        |
| 59000         | Overhead Contra       | (2,419.55)                         | (237.60)                          | (3,614.00)                 |                  |                                  | (994.77)               | (10,910.87)                    | (18,176.79)       |
|               | <b>Totals</b>         | <b>120,715.55</b>                  | <b>13,691.77</b>                  | <b>25,150.22</b>           | <b>22,120.40</b> | <b>164,299.54</b>                | <b>64,919.89</b>       | <b>52,604.14</b>               | <b>463,201.51</b> |

Annual Maintenance & Facility Assessments: Including vegetation maintenance, access road maintenance, facility assessment and repairs, sediment management and coordinating in-stream hazard response

Flood Hazard Plan, Grants, Outreach: Developing grant applications, monitoring repetitive loss properties, public outreach for projects and education efforts, community rating system coordination

Flood Hazard Maps & Technical Services: Develop technical information to characterize and map flood risks -- including channel migration zone, gravel removal, risk assessments, and hydraulic modeling

Flood Warning Center and Flood Preparedness: Educating citizens on flood hazards and emergency preparedness and operating the flood warning center during high flood stages

Program Management: Provide supervision, budgeting, and administrative services

Program Implementation: Working with internal basin teams and external basin technical coordinating committee and advisory committees to develop recommended six year-CIP

Transfer & Charges to Capital: Project design, construction and management of scope, feasibility, acquisition, design and permitting, project monitoring, and environmental and



## Summary FCD Billing for September 2008 - CIP

|              |                                   |                     |
|--------------|-----------------------------------|---------------------|
| FL0000       | SKYKOMISH/MILLER RIVERS           | \$ 5,272.37         |
| FL1000       | UPPER SNOQUALMIE RIVER            | \$ 58,099.03        |
| FL2000       | LOWER SNOQUALMIE RIVER            | \$ 6,724.55         |
| FL3000       | TOLT RIVER                        | \$ 771.59           |
| FL4000       | RAGING RIVER                      | \$ 3,702.14         |
| FL5000       | SAMMAMISH RIVER                   | \$ -                |
| FL6000       | ISSAQUAH CREEK                    | \$ 1,076.31         |
| FL7000       | CEDAR RIVER                       | \$ 397,651.88       |
| FL8000       | GREEN RIVER                       | \$ 26,199.84        |
| FL9000       | WHITE RIVER                       | \$ 70,137.80        |
| FLM000       | COUNTYWIDE MONITORING/MAINTENANCE | \$ -                |
| <b>TOTAL</b> |                                   | <b>\$569,635.51</b> |

Flood District Capital Expenditures - September 2008

|                         |                                   |              |             |              |             |              |
|-------------------------|-----------------------------------|--------------|-------------|--------------|-------------|--------------|
| SKYKOMISH/MILLER RIVERS | FLO001 MILLER RIVER HOME BUYOUT   | \$1,328.82   |             |              |             | \$1,328.82   |
| SKYKOMISH/MILLER RIVERS | FLO003 TIMBERLANE VILLAGE BUYOUT  |              |             |              |             | \$3,943.55   |
| UPPER SNOQUALMIE RIVER  | FL1002 N BEND RESID FLOOD MITGTN  | \$789.80     |             |              |             | \$789.80     |
| UPPER SNOQUALMIE RIVER  | FL1003 SF LEVEE SYSTEM IMPROVE    | \$3,535.15   | \$888.87    |              |             | \$4,424.02   |
| UPPER SNOQUALMIE RIVER  | FL1007 MASON THORSON ELLS         | \$810.45     |             |              |             | \$4,168.85   |
| UPPER SNOQUALMIE RIVER  | FL1008 MASON THORSON EXTENSION    | \$4,168.85   |             |              |             | \$5,069.70   |
| UPPER SNOQUALMIE RIVER  | FL1009 MF SNO LARG WOOD MITGTN    | \$5,069.70   |             |              |             | \$3,242.82   |
| UPPER SNOQUALMIE RIVER  | FL1012 ALLEN REVETMENT            | \$183.03     | \$8,084.03  |              |             | \$3,687.60   |
| UPPER SNOQUALMIE RIVER  | FL1013 O'BERT LEVEE               | \$1,521.53   |             |              |             | \$2,335.55   |
| UPPER SNOQUALMIE RIVER  | FL1014 RIVERBEND                  | \$127.88     | \$105.87    |              |             | \$2,487.06   |
| UPPER SNOQUALMIE RIVER  | FL1015 SI VIEW PARK               | \$2,487.06   |             |              |             | \$625.83     |
| UPPER SNOQUALMIE RIVER  | FL1017 KIMBALL CREEK DRAINAGE     | \$625.83     |             |              |             | \$1,824.64   |
| LOWER SNOQUALMIE RIVER  | FL2001 ALDAIR BUYOUT              | \$290.70     |             |              |             | \$1,923.44   |
| LOWER SNOQUALMIE RIVER  | FL2003 NEAL ROAD RELOCATION       | \$497.71     | \$1,425.73  |              |             | \$412.00     |
| LOWER SNOQUALMIE RIVER  | FL2004 TOLT R SUPPLEMENTAL STUDY  |              |             |              |             | \$678.14     |
| LOWER SNOQUALMIE RIVER  | FL2006 MCELHOE PEARSON            | \$412.00     |             |              |             | \$2,085.33   |
| LOWER SNOQUALMIE RIVER  | FL2007 ALDAIR                     | \$1108.21    | \$751.59    |              |             | \$771.59     |
| TOLT RIVER              | FL3003 TOLT R RD SHOULDER PRCTCN  | \$227.63     |             |              |             | \$262.33     |
| RAGING RIVER            | FL4004 ARRUDA REVETMENT           | \$771.59     | \$52.48     |              |             | \$821.87     |
| RAGING RIVER            | FL4005 BRYCE BUMP LEVEE RVTMNT    | \$209.87     | \$157.40    |              |             | \$490.04     |
| RAGING RIVER            | FL4008 PRESTON FL CITY LOW RVTMNT | \$52.47      |             |              |             | \$9.96       |
| RAGING RIVER            | FL4009 RAGING BR TO MOUTH RIGHT   | \$1,839.36   |             |              |             | \$481.58     |
| RAGING RIVER            | FL4009 WARING REVETMENT           | \$365.84     |             |              |             | \$1,076.31   |
| RAGING RIVER            | FL4011 UPPER PRESTON HMGP ACC     | \$481.58     |             |              |             | \$0.00       |
| ISSAQUAH CREEK          | FL6001 ISSAQUAH CR STRMBANK STAB  | \$1,076.31   |             |              |             | \$18,945.35  |
| CEDAR RIVER             | FL7000 CEDAR R FLOOD PROTECTION   | \$0.00       |             |              |             | \$387.96     |
| CEDAR RIVER             | FL7001 CEDAR GROVE MOBILE ACC     | \$2,350.88   | \$320.00    |              |             | \$12,138.61  |
| CEDAR RIVER             | FL7002 CEDAR RAPIDS LEVEE SETBACK | \$291,943.75 |             |              |             | \$224.53     |
| CEDAR RIVER             | FL7003 CEDAR R FLOOD REPAIRS      | \$1,049.56   |             |              |             | \$863.02     |
| CEDAR RIVER             | FL7004 CEDAR R REP LOSS MITGATN   | \$4,538.41   |             |              |             | \$3,755.49   |
| CEDAR RIVER             | FL7005 ELLIOTT BR LEVEE SETBACK   | \$530.27     |             |              |             | \$717.35     |
| CEDAR RIVER             | FL7008 BANCHEIRO-BARNES           |              |             |              |             | \$862.36     |
| CEDAR RIVER             | FL7008 BELMONDO REVETMENT         |              |             |              |             | \$598.94     |
| CEDAR RIVER             | FL7010 CEDAR R TR SITE 2 RVTMNT   | \$8,294.21   |             |              |             | \$8,342.73   |
| GREEN RIVER             | FL8007 DYKSTRA REVETMENT          |              |             |              |             | \$213.71     |
| GREEN RIVER             | FL8008 FOSTER GOLF RVTMNT         | \$3,202.09   |             |              |             | \$1,009.92   |
| GREEN RIVER             | FL8009 GALLI'S SECTION            | \$207.00     |             |              |             | \$493.68     |
| GREEN RIVER             | FL8010 HORESHOE BEND 205          | \$724.45     |             |              |             | \$1,073.39   |
| GREEN RIVER             | FL8012 MYER'S GOLF LEVEE          | \$827.83     |             |              |             | \$1,233.88   |
| GREEN RIVER             | FL8013 TUKWILA 205                | \$861.93     |             |              |             | \$8,413.61   |
| GREEN RIVER             | FL8014 FOSTER GOLF COURSE FEMA    | \$10,016.74  |             |              |             | \$818.95     |
| WHITE RIVER             | FL9001 COUNTY LN TO A-ST IMPROV   | \$2,380.87   | \$180.77    |              |             | \$0.00       |
| WHITE RIVER             | FL9002 RED CREEK ACQUISITIONS     | \$2,475.99   |             |              |             | \$0.00       |
| WHITE RIVER             | FL9003 WHITE R FLD REPR STUICK DR | \$3,040.48   | \$49,398.60 |              |             | \$7,503.40   |
| WHITE RIVER             | FL9004 WHITE-GREEN/WATER ACC      | \$1,028.23   | \$358.44    |              |             | \$34,892.97  |
| FUND 3571 TOTAL         |                                   | \$15,641.88  | \$28,510.04 | \$411,807.60 | \$0.00      | \$268,635.51 |
|                         |                                   | \$0.00       | \$70,053.83 | \$7,503.40   | \$34,892.97 | \$1,425.73   |