

11-10-14

**FIRST AMENDMENT TO AGREEMENT FOR LEVEE CONSTRUCTION,  
OPERATION AND MAINTENANCE**

**Briscoe- Desimone Levee**

**River Mile 14.3 to 17.0, Right Bank**

**BETWEEN THE CITY OF KENT AND  
KING COUNTY FLOOD CONTROL ZONE DISTRICT**

**THIS FIRST AMENDMENT** is entered into on the date fully executed below by and between **THE CITY OF KENT ("City")** and **KING COUNTY FLOOD CONTROL ZONE DISTRICT ("District")**. This First Amendment amends that certain Agreement for Levee Construction Operation and Maintenance entered into between City and District on or about the June 6, 2013 (the "Agreement").

1. Damage occurred to the Reach 1 levee during the 2013-2014 flood season. Emergency repairs are needed to restore the levee to federal safety standards.

2. The US Army Corps of Engineers (USACE) has authority under PL84-99, Flood Control and Coastal Emergencies (FCCE) for emergency management activities and indicated a repair project at Briscoe-Desimone Levee Reach 1 Project in 2015 .

3. Based on USACE's preliminary profile for this repair project, the sheet pile wall at Reach 1 Project needs to be moved landward an additional 10 feet along parcel 7888900170 from the location specified in Resolution FCD2013-02.2 Section 4.C.5. Moving the sheet pile wall will accommodate the USACE's repair.

**NOW THEREFORE**, City and District hereby agree and covenant as follows:

1. Section 4.a. of the Agreement shall be amended to read as follows:

4a. The City shall design, construct and install the improvements to the Levee Project and the four Reach Projects described and depicted on **Exhibit A**, attached hereto and incorporated herein by reference in accordance

## Attachment B

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with this Agreement, the DOE Agreement, and District Resolution FCD2013 - 02.2, as amended by District Resolution FCD2014-\_\_\_\_ ("Resolution") (the two resolutions are attached as **Exhibit B**, which is incorporated herein by reference), as supplemented by the terms and conditions of Attachment A to **Exhibit B**, attached hereto and incorporated herein by reference. By executing this Agreement, the Parties acknowledge receipt and review of the DOE Agreement.

2. Section 5 of Attachment A to Exhibit B of the Agreement shall be amended to read as follows:

5. The City shall move the setback wall back from the landward toe of the existing levee in the northernmost setback segment near the West Valley Highway, consistent with the document attached to this Attachment A.

3. Exhibit B shall be replaced in its entirety with the documents attached to this First Amendment and incorporated by this reference as Exhibit 1.

4. The document referenced in Section 5 of Attachment A to Exhibit B of the Agreement is attached to this First Amendment and incorporated by this reference as Exhibit 2.

5. Except as amended by this First Amendment, all provisions of the Agreement shall remain in full force and effect except as specifically modified by this First Amendment.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment, which shall take effect on the last date signed below.

Attachment B

11-10-14

CITY:

DISTRICT:

CITY OF KENT

KING COUNTY FLOOD CONTROL  
ZONE DISTRICT

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_

STATE OF WASHINGTON)

) ss.  
 COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Suzette Cooke** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Mayor** of the **City of Kent** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
 (Signature)  
 NOTARY PUBLIC, in and for the State  
 of Washington, residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_

Attachment B

11-10-14

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Reagan Dunn** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Chair** of the Board of Supervisors of the **King County Flood Control Zone District** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

*-Notary Seal Must Appear Within This Box-*

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

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Amendment\_KC.doc

FIRST AMENDMENT TO AGREEMENT FOR LEVEE  
CONSTRUCTION, OPERATION AND MAINTENANCE

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Exhibit 1 to First Amendment  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**KING COUNTY**  
**Signature Report**

February 26, 2013

FCD Resolution

Proposed No. FCD2013-02.2

Sponsors

1                   A RESOLUTION relating to the Briscoe-Desimone levee on the  
2                   Green River; initiating a comprehensive planning process and  
3                   providing funding for the Briscoe-Desimone levee project on  
4                   certain conditions.

5                   WHEREAS, public safety is the highest priority for the allocation of King  
6                   County Flood Control Zone District ("District") funds; and

7                   WHEREAS, the District seeks to address urgent flood risk reduction needs  
8                   throughout King County; and

9                   WHEREAS, the Green River valley is home to over 100,000 jobs, contains one  
10                  of the largest warehouse and distribution complexes in the nation, has an annual payroll  
11                  of \$2.8 billion (one-eighth of the gross domestic product of the state of Washington) and  
12                  accounts for annual taxable revenue of over \$8 billion; and

13                  WHEREAS, Policy G-13 of the 2006 King County Flood Hazard Management  
14                  Plan, which has been adopted by the District as its comprehensive plan ("District's  
15                  Comprehensive Plan"), states that King County and the cities and towns therein should  
16                  work cooperatively to manage floodplain resources; and

17                  WHEREAS, Policy G-9 of the District's Comprehensive Plan states that King  
18                  County's rivers and tributaries and their associated floodplains should be managed for  
19                  multiple, and sometimes competing, uses and objectives; and

## FCD Resolution

## Exhibit 1 to First Amendment

20 WHEREAS, the Briscoe-Desimone levee on the Green River is located between  
21 South 180<sup>th</sup> Street and South 200<sup>th</sup> Street in the cities of Kent and Tukwila ("Briscoe-  
22 Desimone Levee"); and

23 WHEREAS, in 2012 the Washington state legislature awarded to the District a  
24 grant of \$7 million for the Briscoe-Desimone Levee project; and

25 WHEREAS, the District hired an expert third party ("Third-Party Reviewer") to  
26 review two alternative designs for the Briscoe-Desimone Levee improvements; and

27 WHEREAS, the Third-Party Reviewer has expertise in analyzing the stability of  
28 I-walls and levees, and served on national independent review panels for levee failures in  
29 the state of Louisiana following Hurricane Katrina and on review panels for the  
30 Sacramento-San Joaquin Delta in California; and

31 WHEREAS, on January 29, 2013, the Third-Party Reviewer submitted to the  
32 District a report of his analysis and findings, entitled "Expert Engineering Independent  
33 Third-Party Review, Briscoe-Desimone Levee Design, Green River Basin, State of  
34 Washington" ("Report"); and

35 WHEREAS, on January 23 and February 7, 2013, the Third-Party Reviewer gave  
36 a presentation of his analysis and findings to the District executive committee, which  
37 considered the presentation, the Report and comments from the public, including  
38 comments by King County, the city of Kent, and interested organizations; and

39 WHEREAS, based on the District's Comprehensive Plan, the Report, and  
40 reports, information and data prepared by District staff, consultants and contractors, the  
41 Board of Supervisors of the District desires to select one of the two alternative designs

## FCD Resolution

## Exhibit 1 to First Amendment

42 for the Briscoe-Desimone Levee improvements and to authorize funding for the Briscoe-  
43 Desimone levee; now, therefore

44 BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING  
45 COUNTY FLOOD CONTROL ZONE DISTRICT:

46 SECTION 1. The District will initiate a comprehensive planning process, such  
47 as the United States Army Corps of Engineers' System-wide Improvement Framework,  
48 after accepting at an executive committee meeting the information provided about the  
49 scope, anticipated staff time and estimated costs. Issues to be studied should include, but  
50 are not limited to, the following:

- 51 A. Safety and levee heights;
- 52 B. Economic objectives;
- 53 C. Environmental objectives;
- 54 D. Howard Hanson Dam risk assessment;
- 55 E. Land use;
- 56 F. Operations and maintenance; and
- 57 G. FEMA levee accreditation.

58 SECTION 2. The District will execute a grant agreement with the state of  
59 Washington for the \$7 million grant award for the Briscoe-Desimone levee project as  
60 soon as possible.

61 SECTION 3. The District will provide funding for the Briscoe-Desimone  
62 levee project designed using setback levees that are retained by walls on the landward

63 side at the four outside bends of Green River between South 200<sup>th</sup> and South 180<sup>th</sup>  
64 Streets in the Cities of Kent and Tukwila and incorporating the conditions and  
65 responsibilities of this Resolution.

66 SECTION 4. For the Briscoe-Desimone levee project, the District supports the  
67 use of setback levees that are retained by walls on the landward side. The following  
68 conditions must be met:

69 A. The design and installation of the Briscoe Desimone levee project shall be  
70 consistent with applicable state and federal regulations and standards, including but not  
71 limited to the state Shoreline Management Act, the federal Clean Water Act, and state  
72 water quality standards, and shall receive all necessary local, state, and federal permits.

73 B. The top of the setback levee retaining wall shall be consistent with the height  
74 of the adjoining levee sections.

75 C. The city of Kent's ("City") responsibilities and conditions in relation to the  
76 Briscoe-Desimone levee project are as follows:

77 1. The City, or its engineering consultants, shall submit to the District a  
78 plan to provide for resiliency of the landside levee and wall in the event of overtopping.  
79 The plan should include identification of the areas that are most susceptible to erosion,  
80 such as the base walls and valleys on the landside slopes of Briscoe-Desimone Levee at  
81 the bends.

82 2. The City shall reduce and mitigate the potential for erosion. The City,  
83 or its engineering consultants, shall identify permanent or temporary strategies to  
84 minimize erosion in these locations of potential erosion.

## FCD Resolution

## Exhibit 1 to First Amendment

85                   3. If the City uses temporary erosion control measures, such as  
86                   sandbags, the City must commit to paying for and having on hand the materials and  
87                   necessary equipment to install the temporary measures in the event of over-topping.

88                   4. Where the bases of the walls encroach on private property and the  
89                   erosion forces are more significant, the City shall obtain any necessary easements for  
90                   design or construction of or access to the Briscoe-Desimone levee.

91                   5. The City shall move the setback wall back from the toe of the existing  
92                   levee in the northernmost setback segment near the West Valley Highway, consistent  
93                   with the alternative of the GEI report prepared for the City and dated 2012.

94                   6. Prior to release of District funds for the Briscoe-Desimone levee  
95                   project, the City shall provide to the District a plan to address potential corrosion of the  
96                   sheet pile walls. This plan must include options for addressing potential corrosion.

97                   7. The City shall enter into an agreement with the Washington State  
98                   Department of Transportation related to the West Valley Highway and its role as a levee.

99                   8. The City shall permit, design, and construct replacement of the trail to  
100                  meet King County Parks regional trail standards.

101                  9. Any contracts between the City and any consultants, engineers, contractors or  
102                  other design or construction entities (collectively, "contractors") shall include provisions whereby  
103                  the City and its contractors name the King County Flood Control Zone District and King County  
104                  as additional insureds. All such contracts shall provide insurance coverage to the King County  
105                  Flood Control Zone District and to King County, consistent with King County's guidelines and  
106                  requirements for insurance for similar contracts.

## FCD Resolution

## Exhibit 1 to First Amendment

107                   10. The City and King County shall provide a monthly written report to the  
108 Executive Committee on the first day of each month regarding implementation of the Briscoe-  
109 Desimone levee project including any regulatory requirements that may impact the budget,  
110 schedule, design, construction and/or maintenance.

111                   11. The City shall cover the costs of any maintenance for the project in excess of  
112 the average annual maintenance and repair costs for the Green River (\$95,000 per mile per year).  
113 This amount shall be adjusted for inflation annually.

114                   D. King County's responsibilities and conditions, as the District's service provider, in  
115 relation to the Briscoe-Desimone levee project are as follows:

116                   1. King County shall include inspection of the sheet pile walls for  
117 corrosion in the County's operations and maintenance activities.

118                   2. King County shall monitor deformation and erosion of the Briscoe-  
119 Desimone Levee riverbank to provide quantitative and scientific information for future  
120 projects about how the river is working with its flow regulated by the Howard Hanson  
121 Dam. This information will assist the District in preparing public warnings in the event of  
122 a breach in the Howard Hanson Dam.

123                   3. King County shall prepare a plan to ensure that materials and  
124 equipment for emergency repairs to the Briscoe-Desimone levee are available in as  
125 timely a manner as possible.

126                   4. King County and the City shall provide a monthly written report to the  
127 executive committee on the first day of each month regarding implementation of the Briscoe-  
128 Desimone levee project including any regulatory requirements that may impact the budget,  
129 schedule, design, construction, and/or maintenance.

## FCD Resolution

## Exhibit 1 to First Amendment

130                   5. King County as the District's service provider will provide the  
131 District with timely technical assistance in reviewing plans submitted to the District by  
132 the City.

133           SECTION 5. The District shall provide funding for inspections, operations and  
134 maintenance on the Briscoe-Desimone levee. King County, as the District's service provider,  
135 shall inspect, maintain and repair the Briscoe-Desimone levee.

136           SECTION 6. The District will ensure that public safety plans are in place,  
137 including annual outreach to residents and workers along the Green River, as well as  
138 other basins in King County. The District will make these plans a priority in the  
139 District's 2014 budget.

140           SECTION 7. The District will encourage all businesses and residents in low-  
141 lying areas near rivers, regardless of levee accreditation, to purchase flood insurance.

142           SECTION 8. The conditions along the South 200<sup>th</sup> Street to South 180<sup>th</sup> Street South  
143 corridor in the cities of Kent and Tukwila represent a unique set of circumstances in King  
144 County. The approval of the use of flood walls in this location does not set a precedent for their  
145 use in other parts of the County or the Green River corridor, nor should this limited use be  
146 considered a departure from the District's intent of setting back levees where appropriate.

147           SECTION 9. The District hereby directs District staff to work with King County to  
148 develop a funding strategy for consideration by the District using bond financing to accelerate  
149 high-priority flood protection projects throughout the county that are not fully funded through  
150 pay-as-you-go implementation of the District's capital improvement program. This strategy  
151 should consider the long-term financial stability of the Flood Control District, the ability to  
152 commit Flood District revenue to pay necessary debt service over the life of the bond, the

FCD Resolution

Exhibit 1 to First Amendment

153 preservation of capacity to provide for ongoing maintenance, and the maintenance of adequate  
154 reserves to respond to flood emergencies.

155

FCD Resolution was introduced on and passed as amended by the King County Flood Control District on 2/26/2013, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Mr. Dunn, Mr. McDermott and Mr. Dembowski

No: 0

Excused: 1 - Ms. Lambert

KING COUNTY FLOOD CONTROL ZONE  
DISTRICT  
KING COUNTY, WASHINGTON



Reagan Dunn, Chair

ATTEST:



Anne Noris, Clerk of the District

Attachments: None





# KING COUNTY

## Signature Report

November 10, 2014

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Exhibit 1 to First Amendment

### FCD Resolution

**Proposed No.** FCD2014-18.1

**Sponsors**

1           A RESOLUTION amending the Agreement between the King  
2           County Flood Control Zone District and the City of Kent for the  
3           construction, operation and maintenance of the Briscoe-Desimone  
4           Levee, and amending  
5           Section 4(C)(5) of Resolution No. FCD2013-02.2.

6           WHEREAS, the King County Flood Control Zone District ("District") and the  
7           city of Kent ("City") entered into the "Agreement for Levee Construction, Operation and  
8           Maintenance, Briscoe-Desimone Levee, River Mile 14.3 to 17.0, Right Bank"  
9           ("Agreement") in 2013, in order to provide for the construction, operation and  
10          maintenance of the Briscoe-Desimone Levee; and

11          WHEREAS, in connection with construction of the Levee, the City will need to  
12          move the setback wall portion of the Levee in Reach 1 near the West Valley Highway  
13          landward an additional distance along parcel 7888900170; and

14          WHEREAS, the District desires to amend the Agreement and Resolution  
15          FCD2013-02.2 to provide for the additional distance along such parcel; now, therefore  
16          BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING COUNTY  
17          FLOOD CONTROL ZONE DISTRICT:

18          SECTION 1. Section 4(C)(5) of Resolution FCD2013-02.2 is amended to read  
19          as follows:

FCD Resolution

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20           The City shall move the setback wall back from the toe of the existing  
21           levee in the northernmost setback segment near the West Valley Highway,  
22           consistent with the diagram that is approved by Section 2 of Resolution  
23           No. FCD2014-\_\_\_\_.

24           SECTION 2. The Board of Supervisors approves the diagram titled  
25           "Briscoe & Desimone Levee Improvements Exhibit 11-4-14," which is  
26           Attachment A to this resolution.

27           SECTION 3. The Board of Supervisors approves the "First Amendment to  
28           Agreement for Levee Construction, Operation and Maintenance (Briscoe-Desimone  
29           Levee), King County Flood Control Zone District and City of Kent", dated 11-10-14,  
30           which is Attachment B to this resolution, and authorizes the chair of the board of  
31           supervisors to sign the Amendment.

32

33

KING COUNTY FLOOD CONTROL ZONE  
DISTRICT  
KING COUNTY, WASHINGTON

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Reagan Dunn, Chair

ATTEST:

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Anne Noris, Clerk of the Board

**Attachments:** A. Briscoe & Desimone Levee Improvements Exhibit 11-10-14, B. First Amendment to  
Agreement for Levee Construction, Operation and Maintenance (Briscoe-Desimone Levee) 11-10-14

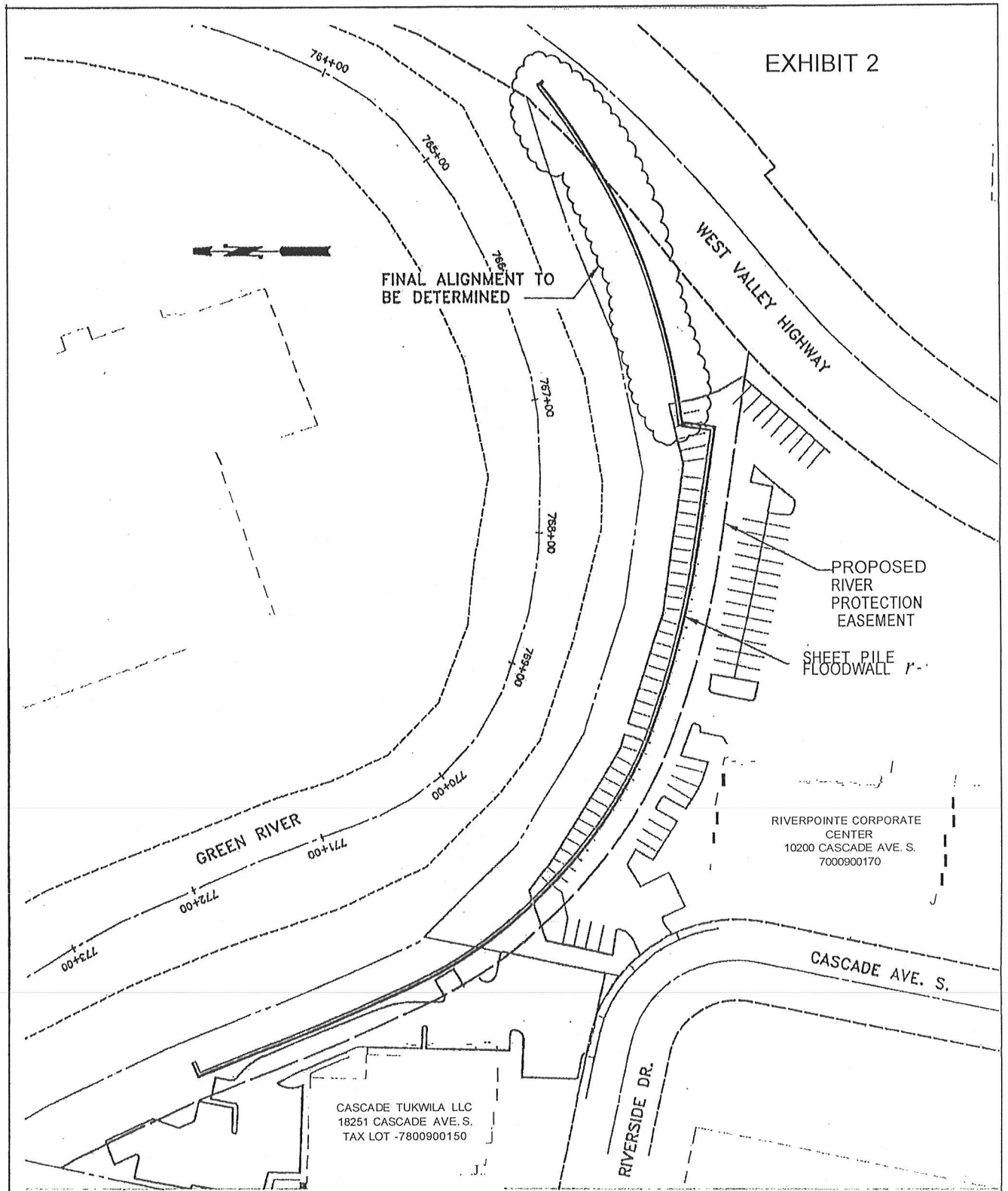


EXHIBIT 2

**KENT**  
WA. HIGHWAY  
**CITY OF KENT**  
ENGINEERING DEPARTMENT

**BRISCOE & DESIMONE**  
**LEVEE IMPROVEMENTS**  
**EXHIBIT**

SCALE	1"=50'	SHEET
DATE	11-4-14	1 OF 1