King County Flood Control District 2023 Annual and 2024 First Quarter Performance Report

April 23, 2024



I. Contents

II.	Flood Control District Resolution 2021-06 Text	3
III.	Executive Summary	3
IV.	Background	3
V.	Report Requirements	5
A.	Structural Protection	5
В.	Hazard Identification, Planning, and Mitigation	9
C.	Flood Warning Program	11
D.	Asset Management	12
E.	Risk Reduction Through Partnerships	13
VI.	Conclusion	13
VII.	Appendices	14

II. 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 (FCD), which was amended and approved by Ordinance 19317 and FCD Resolution 2021-06. The entire text of the ILA can be found in Appendix A, with relevant language in Section 11.1 excerpted here:

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

III. Executive Summary

This report provides the King County Flood Control District's (District) Board of Supervisors with the status of work completed in the second and third quarters of 2023 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
- Hazard Identification, Planning, and Mitigation
- Flood Warning Program
- Asset Management
- Risk Reduction through Partnerships

The actions described in this report represent progress on the District's adopted 2023 work plan, and toward implementation of adopted policies, such as the FCD Motion on integrated floodplain management. The District's 2023 Revised Operating and Capital Budget (Appendix B), Operating Expenditures, April-September 2023 (Appendix C), and Capital Expenditures, April-September 2023 (Appendix D) are attached.

IV. Background

Department Overview: 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.

¹ Ordinance 19317 [LINK] FCD Resolution 2021-06 [LINK]

Division Overview: WLRD has a biennial budget of roughly \$485 million that supports the work of nearly 400 employees. 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 specialpurpose government, providing funding and policy oversight for flood hazard reduction projects and programs in King County. WLRD is the main service provider to the District consistent with an Interlocal Agreement between King County and the District. The 2006 King County Flood Hazard Management Plan and the 2013 Update (Flood Plan) help to inform WLRD's work to deliver services on behalf of the District and to 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. ² 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*
- 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 addition, WLRD has continued 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 that King County continues to receive its high rating for floodplain management from the National Flood Insurance Program (NFIP) Community Rating System (CRS) administered by the Federal Emergency Management Agency (FEMA).³ 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 is coordinating with the District on the Flood Management Plan update.

Report Methodology: The annual 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.

² Motion FCD20-07 [LINK]

³ National Flood Insurance Program [LINK]

V. Report Requirements

The ILA between the District and King County requires the County to submit a financial and performance report to the District by April 30 and October 31 of each year. The report outlines and summarizes flood risk reduction activities in the District's adopted annual work program. The report is organized to reflect the five core work program areas described above, with highlights of completed milestones and the status of 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 completed construction of the Lower Russell Setback Levee and Floodwall project on the Green River. This project is the largest capital expenditure WLRD has managed as service provider to the District. During the reporting period, WLRD also repaired flood damages to the Mason Thoreson Ells Levee on the Snoqualmie River in partnership with the U.S. Army Corps of Engineers (Corps of Engineers). 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	2023 Activity	Purpose	Cost Estimate ⁴
Lower Russell Setback Levee and Floodwall, Kent, Green River	construction	Reduced flood risks to commercial and residential properties in the City of Kent. Restored habitat and enhanced recreational features (park and Green River trail).	\$58.1 million
Mason Thorson Ells 2022 Repair, near North Bend, Snoqualmie River	construction	Repaired damaged levee in partnership with the Corps of Engineers to reduce flood risks to the nearby community, properties, and roads.	\$205,000
A Street HESCOs, Pacific, White River	Construction	Reduces flood elevations that impact residential neighborhoods in the City of Pacific. Construction occurred in Q1 2024.	\$420,000
Black River Pump Station, Renton, Green River		Construction of high-use engines, which pump water from Springbrook Creek into the Green River to reduce risk of flooding in the City of Renton during normal conditions. The pump station also evacuates floodwaters should levees overtop during a flood event.	\$12.1 million

⁴ Cost estimates include planning, design, real estate, permitting, construction, and contingency consistent with the Project Life Total in the 2024 adopted Capital Improvement Program.

Project Name and Location	2023 Activity	Purpose	Cost Estimate ⁴
Circle River Ranch, near North Bend, Snoqualmie River	Final Design	Reduce flood and erosion risks to homes in the neighborhood. Announced the District's selected alternative to the neighborhood in June 2022. Construction is scheduled for 2024.	\$2.1 million
Stossel Long Term Repair, Snoqualmie River	Final Design	A revetment reconstruction project 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 2024, 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 State Route (SR) 169, the Cedar River Trail, and a regional fiber optic line. Estimated construction 2024, subject to federal permit approvals.	\$2.0 million
Herzman to Camp Freeman, 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 planned for 2025.	\$12.1 million
Black River Pump Station Control Building Replacement, Renton, Green River	Preliminary Design	This project will design and build renovations to the Black River Pump Station, including replacement of the control building, replacement of the trash rake system, and replacement of the screen spray system.	\$19.5 million
Black River Pump Station Fish Passage Improvements, Renton, Green River	Preliminary Design	This project will 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	This project will 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	This project will 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 (CRT) 5, near Renton, Cedar River	Preliminary Design	A revetment repair project that protects 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	\$920,000

Project Name and Location	2023 Activity	Purpose	Cost Estimate ⁴
		flood and erosion. Construction is planned for 2025.	
Dutchman Road Repair, near Duvall, Snoqualmie River	Preliminary Design	Repair revetment providing sole access to residences and businesses on the west side of the Snoqualmie Valley downstream of Duvall. Construction is planned for 2026.	\$11.1 million
Fort Dent Levee Repair Project, 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 2025.	\$7.5 million
Tukwila 205—Gunter Levee Project, 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 Levee 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 improve habitat in and along the lower Tolt River. Construction is planned for 2027.	\$19.5 million
Tabor-Crowall and Brodell Revetment 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 2025.	\$7.4 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.	\$1.6 million
May Valley Culvert Replacement Project, 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.	\$4.6 million ⁵
Pacific Right Bank Levee Setback, Pacific, White River	Preliminary Design	Construct a new levee setback in the City of Pacific.	\$30.8 million
Tukwila 205—Gaco Repair, Tukwila, Green River	Preliminary Design	Make improvements to the Gaco Western Segment of the Tukwila 205 levee system to maintain flood	\$7.1 million

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⁵ Design only, does not include implementation costs.

Project Name and Location	2023 Activity	Purpose	Cost Estimate ⁴
		protection. Construction is planned for 2025.	
Desimone Major Repair, 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.	\$37.2 million
McCoy Levee Repair, Kent, Green River	Preliminary Design	This repair project will stabilize the levee slope, construct a ring levee around an isolated utility, and shift the alignment of the federal levee back to the City of Kent's secondary containment levee in cooperation with the USACE. This project is expected to go to construction in 2025.	\$3.4 million
Tolt River Levee Level of Service, near Carnation, Tolt River	Preliminary Design	Conduct a detailed hydraulic analysis to optimize the elevation of new-and-improved levees identified in the Tolt Capital Investment Strategy to maximize flood risk reduction benefits. Evaluation completed in 2023.	\$1.1 Million ⁶
Holberg Levee Feasibility Study, near Carnation, Tolt River	Preliminary Design	Evaluate potential levee improvements to reduce risk to adjacent properties.	\$760,000
North Fork Snoqualmie River Confluence Revetment Removal Project, near North Bend, Snoqualmie River	Preliminary Design	This project will 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
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 ⁷
Issaquah Capital Investment Strategy, near Issaquah, Issaquah Creek	Planning	The Capital Investment Strategy will identify and prioritize capital projects along Issaquah Creek.	\$1.3 Million ⁸
Pump Station Revetment Repair Project, Snoqualmie, Snoqualmie River	Planning	This revetment provides protection to a City of Snoqualmie sewage pump station. This project will implement revetment improvements to address erosion that threatens the upstream	\$1.6 million

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 $^{^{\}rm 6}$ Design only, does not include implementation costs.

⁷ Planning only, does not include design or implementation costs.

⁸ Planning only, does not include design or implementation costs.

Project Name and Location	2023 Activity	Purpose	Cost Estimate ⁴
		end of the facility. Construction is planned for 2027.	
Girl Scout Camp Levee Setback Project, 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 Project, 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. 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, damaging or eroding property and infrastructure and triggering 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 governments to map CMZs and regulate development in CMZ hazard areas to reduce risk to the public.⁹

WLRD has made progress on a Lower Snoqualmie River CMZ study. Preparation of a draft report and map began in 2022, but the study was put on hold due to staffing limitations. WLRD is now completing the technical analyses, mapping, and report writing. WLRD has begun the Issaquah Creek CMZ study, (the Work Program Description and Outreach and Communications Plan were approved by the District in April and August 2022, respectively). WLRD has also been involved in community outreach with residents during the field work phase (now completed) and conduct regular coordination with the City of Issaquah. Briefings to management and the District on the draft maps and study results for all of these CMZ efforts are planned before the end of 2024.

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⁹ WAC 173-26-221 [LINK]

Flood Studies and Mapping

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. ¹⁰ Individuals can use flood maps to reduce risk to people and property. FEMA uses the maps to update Flood Insurance Rate Maps. As a member of the National Flood Insurance Program and a 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 is preparing to share the draft flood hazard map resulting from Newaukum Creek and Seidel Creek flood studies at a public meeting in April 2024. WLRD submitted flood hazard maps for the South Fork Skykomish River to FEMA for adoption in the third quarter of 2022 and has responded to several related inquiries from FEMA in 2023. Technical analyses for studies of Jenkins, Little Soos, and Covington creeks are nearly complete, and WLRD plans to present results to the District in mid-2024, with public outreach to follow.

The Issaquah Creek flood study update is under way. Surveying and updated hydrologic analysis are complete and the hydraulic model is being built. WLRD has been involved in community engagement and outreach with residents and through regular coordination with the City of Issaquah. Draft flood hazard maps are anticipated to be completed and shared with the District before 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. Detailed technical analyses and risk assessment of levee breaches in three of the five levee systems was ongoing through 2023, and work on the fourth levee system, South Fork Skykomish River, began in 2023. WLRD received results for the Raging River and the Tolt River in 2023. Summary reports for the Raging and Tolt River levee system results are in preparation, and briefings to management and the District are planned for the first half of 2024. The South Fork Snoqualmie River results are expected in mid-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

¹⁰ The floodway is the area within the 100-year floodplain, where the water flows most quickly and is most likely the deepest. The 100-year floodplain is the area impacted by a flood event that has a 1 percent change of flooding in any given year. The 500-year floodplain is the area impacted by a flood event that has a 0.2 percent chance of flooding in any given year.

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. ¹¹ 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. The UW is calibrating models, and draft reports for the Snoqualmie and White basins and the Green and Cedar basins are expected later in 2024.

Floodplain Management Planning

The County is coordinating with the District on the Flood Management Plan update. King County subject matter experts contributed their expertise to inform the development of the draft plan, which was released for public comment on January 31, 2024. Subject matter expertise contributed to the identification of hazards, evaluation of risk, and identification of the various approaches that could be used to reduce risk. The planning effort involved an extensive community engagement effort geared toward hearing from diverse voices countywide. The resulting draft plan reflects the needs and priorities of more King County communities than were seen in past flood plans, including those affected by coastal and urban flooding. The draft Flood Plan public comment period closed on March 15, 2024. DNRP will revise the Plan to address public comments and anticipates that the Plan will be transmitted to the King County Council in early June 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 under way. Twenty-nine 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 flood water. In many cases, acquisition of flood-prone property is necessary for the District to complete planned capital construction projects to rebuild or set back levees. Between January 2023 and April 2024, WLRD acquired 12 properties totaling 33 acres for \$8.03 million to permanently reduce flood risk to residents and residential structures.

C. Flood Warning Program

WLRD delivers real-time information on flood conditions by email, phone, and text message through King County Flood Alerts. River flows, flood stage data, and forecasts are also available in the Flood Warning mobile app.¹²

¹¹ 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]

¹² Flood Warning mobile app [LINK]

Flood Warning Technology Updates

Throughout the reporting period, essential planning work has continued to rebuild all flood warning technology systems. The existing technology — built more than ten years ago — lacks the reliability needed for essential life-safety systems. The King County Department of Information Technology is working with WLRD to update the mobile app with modern, reliable technology that includes additional features to provide access to a wide range of real-time data and flood warning information. The project is included in the 2024 budget.

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. In its 2024 annual budget resolution, the District directed WLRD to expand the Flood Warning Program to provide services to communities primarily along the Duwamish River when king tide flood conditions are likely to occur. This will include developing a flood phase system for the Duwamish River, similar to other major rivers in King County. It is anticipated that the Flood Warning Center will open and be 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

Since January 2023, the Flood Warning Center has opened in response to three flood events. Flood Patrols were activated during one of the floods. The primary impact from the river flooding during this time was road closures.

Date of Flood Warning Center opening	Continuous hours of operation	Rivers that reached Flood Phase 2 or higher	Peak Flood Phase
December 5, 2023	32.5	South Fork Skykomish, Snoqualmie, Tolt, White	3
December 10,2023	5	Snoqualmie	2
January 28, 2024	3.75	Snoqualmie, White	2

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 Corps of Engineers and revetments through FEMA. WLRD inspected 323 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 5 percent from the state. WLRD continues to pursue 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. The state and FEMA have also agreed on fixed costs for three additional subawards for: Jan Road/CRT7, Riverbend Lower/CRT2, and Bucks Curve/Camp Freeman/Herzman.

Public Law 84-99 Rehabilitation Program

WLRD is also partnering with the Corps of Engineers under Public Law 84-99 Rehabilitation Program for the repair of two federally authorized levee systems on the Green River (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 of Engineers' PL 84-99 that was damaged in the 2020 disaster.

E. Risk Reduction Through Partnerships

The Water and Land Resources Division administers several grant funding programs authorized by the District. WLRD is currently managing 298 open Cooperative Watershed Management (CWM) and Flood Reduction grants. A total of 75 grants were closed out in 2023. WLRD is now successfully managing both the CWM and Flood Reduction grant application and review processes, and the 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.

VI. Conclusion

This report provides the District's Board of Supervisors with the status of work completed in the 2023 calendar year and the first quarter of 2024. This reporting period has been marked with many successes in the District's work program.

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

- Structural Protection: Completion of Lower Russell Road and Mason Thorsen Ells projects, reaching final design on four projects to be constructed in 2024, and staffing 22 capital projects in preliminary design.
- Hazard Identification, Planning, and Mitigation: Flood studies of Newaukum and Seidel creeks
 were completed and will be shared with the public in Q2 2024. Levee Breach Analysis results
 were completed for the Raging River and Tolt River. Seven home elevations are under way.
 Thirty-three acres of property was acquired for \$8.03 million to permanently reduce risk to
 residents and residential structures.

- **Flood Warning Program:** Essential planning work with King County Department of Information Technology continued to update WLRD's warning technology systems. The Flood Warning Center opened on three occasions since January 2023.
- **Asset Management:** WLRD inspected 323 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 75 grants and continues to manage 298 open CWM and Flood Reduction grants.

Thank you to the Water and Land Resources Division, and especially the River and Floodplain Management Section, whose daily work is reflected in this report. This report could not have been completed without their teamwork.

VII. Appendices

Appendix A. King County Flood Control Zone District and King County-Interlocal Agreement 19317

Attachment A

Appendix B. King County Flood Control District 2023 Budget

Appendix C. King County Flood Control District 2023 Expenditures

Appendix D. King County Flood Control District 2024 Adopted Budget

19317 Attachment A

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

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

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

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

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

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

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

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

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

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

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

eligibility for the National Flood Insurance Program, and well-coordinated flood emergency <u>res</u> on e-

WHEREAS, the County with its resources has the ability to provide projects and services that complement those of the District that provide significantly enhanced flood protection benefits to the residents and businesses in King County;

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

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

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

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

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

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

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

- 2.1. The District shall adopt by resolution an annual work program, capital and operating budget, and six-year capital improvement program (hereafter referred to as the "annual work program and budget"), as prescribed in RCW 86.15.140.
- 2.2. The District Board of Supervisors ("Board") shall set the policy direction for the District and may adopt procedures and rules to carry out those policies.
- 2.3. The District shall pay for the costs incurred by the County, consistent with the terms of this Agreement, and, as applicable, the annual work program and budget, as follows:
 - 2.3.1. The District shall pay the County for all necessary actual costs incurred for providing the services under this Agreement, such as direct labor, employment benefits, trainingæ equipment rental, sub-contractors, materials and supplies, utilities, permits, capital improvements, financing expenses, and acquisitions.
 - 2.3.2. The District shall pay the County for all approved costs of legal services that are not adversarial to the District and that are provided by the County in its administration and implementation of the annual work program and budget and this Agreement.
 - 2.3.3. The District shall pay the County for administrative overhead costs for the services provided by the County to the District. The administrative overhead costs shall be determined in accordance with the Overhead Cost Allocation Policy adopted as part of the County's Comprehensive Financial Management Policies, as currently in effect and as amended, and with the overhead costs in the adopted County budget.
 - 2.3.4. The District shall pay the County for the services rendered to the District, including its Supervisors, provided by the King County Council ("County Council"). Such services include clerking and record production and management for Board and the District's Executive Committee meetings, public disclosure administration, staffing of Supervisors and communications/media relations, general office administration and television production, as well as providing office space. The District agrees to pay a flat fee for these services, in an amount set annually by agreement between the Chair of the County Council and the District's Chair. The County Council agrees to accept the flat fee as full reimbursement for costs incurred in providing any such requested services as set forth in Section 3.2.5 to the District.
- 2.4. Upon receipt by the District of a public records disclosure request under Chapter 42.56 RCW that would require disclosure of District public records related to this Agreement, the District shall provide a copy of that request to the County Council Clerk as soon as possible, but in any event within two (2) business days. In accordance with RCW chapter 42.56, the District shall respond to requests received by the District for

District public records7 or otherwise authorize the County Council Clerk to respond to public disclosure requests on behalf of the District in accordance with Section 3.2.6.

- 2.5. The District shall cooperate fully in executing documents necessary for the County to provide services under this Agreement.
- 2.6. The District shall provide services of the District's legal counsel as necessary to carry out the annual work program and budget, and this Agreement.
- 2.7. The District shall provide services of the District's accountant to ensure accountability and independent reporting of financial statements.
- 2.8. Pursuant to RCW 42.24.080, the District, acting through either its Executive Committee or the Board, may upon request of the County, approve an advance payment to the County for services under this Agreement.
- 3. County Obligations and Authority.
 - 3.1. The County shall perform or contract for the performance of all services necessary or convenient to carry out the annual work program and budget, and this Agreement, including but not limited to the following:
 - 3.1.1. Maintain accounts and records, including labor, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed by the County pursuant to this Agreement.
 - 3.1.2. As directed by the Executive Director, provide support for the District's Advisory Committee and Basin Technical Committees so that recommendations regarding the annual work program and budget are transmitted by August 31 of each year consistent with the legislation establishing the District (Ordinance 15728 section 78).
 - 3.1.3. Make available to the District during regular business hours all records related to this Agreement that are not privileged.
 - 3.1.4. Implement a file retrieval system to respond to requests for County records related to this Agreement in a timely way.
 - 3.1.5. Maintain and preserve records in accordance with applicable federal, state, and county retention schedules.
 - 3.1.6. Upon receipt by the County of a public records disclosure request under Chapter 42.56 RCW that would require disclosure of County public records related to this Agreement, the County shall provide a copy of that request to the Clerk of the Board and the District Executive Director as soon as possible, but in any event within five (5) business days.

- 3.1.7. Make concerted efforts to apply for and obtain federal, state and local grants and matching funds.
- 3.1.8. Notify the District Executive Director at least thirty (30) calendar days prior to submitting an application for federal, state or local grants and matching funds that relate to the work of the District, its annual work program and budget; provided, that the notice period may be less for applications involving emergency work or services.
- 3.1.9. Notwithstanding anything to the contrary herein, if there is a threat of imminent harm to property or public safety, respond on behalf of the District and immediately inform the District Executive Director of emergency actions taken, or which may be required.
- 3.1.10. Provide services of attorneys in the County Prosecuting Attorney's Office as necessary to carry out the annual work program and budget and this Agreement.
- 3.1.11. Comply with all applicable policies, laws, rules and regulations, obtain all applicable permits, certifications and accreditations, and prepare and submit all applicable plans, reports and any other required information to regulatory agencies and bodies.
- 3.1.12. At least quarterly, the County may, in collaboration with the District Executive Director, offer individual Supervisors policy briefings on the new or innovative issues for future or existing policies, programs and projects that the County has identified.
- 3.2. If requested by the District, within available resources, the County shall provide within the time and in the manner requested by the District, the following services and tasks:
 - 3.2.1. Provide other support services to the District that are similar to those provided by County agencies to the County Council, including, but not limited to policy analysis of legislation and budgets, technical services, briefings, presentations, and other information and communications.
 - 3.2.2. Provide additional technical expertise and personnel that is not otherwise required by this Agreement.
 - 3.2.3. Provide electronic and paper copies of all contracts signed by the County in carrying out the annual work program and budget and this Agreement.
 - 3.2.4. Provide management and administrative services relating to matching funds and grants.
 - 3.2.5. If requested by the District, and consistent with Section 2.3.4, County Council shall perform services necessary or convenient for the operations of the

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

- 3.2.6. With prior District authorization, County Council shall respond to public disclosure requests on behalf of the District.
- 3.3. The County shall consult regularly with, obtain input from and receive direction from the District Executive Director on implementation of the annual work program, customer service, planning and policy development, stakeholder engagement, public outreach, property acquisition, partnership opportunities and other program activities and issues that may arise.
- 3.4. Through communications with the Executive Director, the County shall keep the Supervisors of the affected Council geographic districts informed about key milestones related to project implementation within their districts.
- 3.5. The County may modify or reprioritize capital projects in the District's approved annual work program, provided the following process is followed:
 - 3.5.1. Any projects that are substituted for projects on the approved annual work program must be on the District's approved annual budget.
 - 3.5.2. The County shall notify the District Executive Director and the Board Chair in writing of the proposed modification or reprioritization, providing background information on, and the rationale for, the proposed change, including estimated applicable costs.
 - 3.5.3. The proposed modification or reprioritization must be approved by either the Board or the District Executive Committee if the Board has authorized the Executive Committee to approve modifications or reprioritizations.
- 3.6. Pursuant to RCW 42.24.080, the County may request the District to approve an advance payment for services under this Agreement. The request shall be submitted in writing to the District Executive Director and shall include information to support the request.
- 4 Procedure for Preparation of Budget and Work Program.
 - 4.1. Not later than August 31 of each year, the County shall prepare and submit for review by the District a proposed annual work program, a proposed capital and operating budget, a proposed six-year capital improvement program, a proposed subregional opportunity fund allocation, and any other annual work program and budget document requested by the District Executive Director for the subsequent calendar year. The County shall provide supporting information for such documents in a

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

- 4.2. Upon request by the Board, an individual Supervisor or the County, the County may offer individual Supervisors briefings on the potential cost and operational implications of items in the proposed work plan and budget, provided briefings will be offered prior to adoption of the budget, where feasible. When the request for briefing is made by the County, the briefing shall be in collaboration with the District Executive Director. The County shall preserve the confidentiality of the process consistent with Section 7.5 of this Agreement. The County's briefing shall include the disclosure of all cost-related assumptions and methods used to support the proposal.
- 5. Monitoring and Adjusting Annual Work Program and Budget.
 - 5.1. Through the invoicing process, reporting requirements and briefing opportunities in this Agreement, the County shall keep the District apprised of any foreseeable need to amend the annual budget or annual work program.
 - 5.2. If at any time=the County believes that the cost of complying with or carrying out the annual work program will likely exceed the annual budget or the authorized budget amount of an individual capital project, the County shall as soon as possible prepare and submit to the District Executive Director a proposed adjustment to the annual budget and/or annual work program. As soon as practicable following submission of the proposed adjustment, the District Executive Director and County shall collaboratively offer briefings of the proposed adjustment(s) to individual Supervisors.
 - 5.3. The District shall consider the proposed adjustment in a timely manner, and may by resolution amend the annual budget and/or provide for adjustments to the annual work program or six-year capital improvement program.
- 6. County Engineer.
 - 6.1. The Director of the Department of Natural Resources and Parks shall identify and appoint a person who shall act as and carry out the duties of the county engineer under RCW 86.15.060. Prior to the appointment of any person to serve as county engineer under the terms of this Agreement, the Director of the Department of Natural Resources and Parks shall provide the District Executive Committee or its designee with an opportunity to meet the candidate and provide input on the appointment. The Director of the Department of Natural Resources and Parks shall notify the Clerk of the District and the District Executive Director in writing of any resignation or termination of the person serving as the county engineer under the terms of this Agreement.
 - 6.2. The parties agree that the county engineer under RCW 86.15.060 is not the county road engineer under Chapter 36.80 RCW. The scope of the county engineer's duties and responsibilities shall be consistent with the provisions of RCW 86.15.060 and all resolutions adopted by the District.

7. Communications.

- 7.1. To ensure clear and consistent communications, all communications regarding District flood protection services and programs shall identify such services and programs as "District" services and programs, and shall be handled in accordance with communications protocols, policies, and plans developed by the Parties and approved by the District Executive Committee.
- 7.2. All products developed by the County and paid for with District funds or grant funds obtained on behalf of the District shall acknowledge the District.
- 7.3. The Parties acknowledge that the District, the County Legislative Branch, and the County Executive Branch each have adopted Policies and Procedures against harassment and discrimination that set forth expectations for each entity's work environment, and each party is solely responsible for the interpretation, application and enforcement of its own policies.
- 7.4. In communications with the public and outside agencies, non-elected County employees working on any issue related to the subject matter of this agreement, when speaking within the scope of their official duties, will speak in a professional and respectful way about the work done by or for the District or any of its employees, agents, attorneys or Supervisors. Likewise, in communications with the public and outside agencies, non-elected District employees working on any issue related to the subject matter of this Agreement, when speaking within the scope of their official duties, will speak in a professional and respectful way about the work done by the County or any of its employees, agents, attorneys or County elected officials.
- 7.5. The County shall exercise a reasonable level of care to preserve the confidentiality of all written preliminary drafts, notes, recommendations and intraagency memorandums in which opinions are expressed or policies formulated or recommended, or oral conversations about such matters, which are created, obtained and/or maintained by the County in connection with the County's performance of this Agreement, except where disclosure is necessary for the County's performance of this Agreement. In responding to a request under the Washington Public Records Act for such written records, the County shall respond in accordance with RCW 42.56.280.
- 8 Authority to Execute Agreements.
 - 8.1. The Board shall authorize and approve all agreements to which the District is a party, unless provided otherwise by a District resolution. However, the Director of the Department of Natural Resources and Parks is authorized to sign the following agreements on behalf of the District without further authorization and approval of the District:
 - 8.1.1. Agreements or real property documents related to the design, acquisition, construction, and construction management of flood protection

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

- **8.1.2.** Agreements in the name of the District when authorized by a District resolution.
- 8.2. The Director of the Department of Natural Resources and Parks is authorized to execute any agreements or real property documents in the name of the County that are necessary or convenient for the County to provide the services to carry out the annual work program and budget of the District.
- 8.3. On a quarterly basis, the County shall provide the District with a list of all contracts entered into by the County, either in the County's name or the District's name, to implement the annual work program and budget of the District.
- 9. Property Ownership.
 - 9.1. All real property interests acquired by the County as necessary and convenient to carry out the annual work program of the District shall be in the name of the County and held by the County on behalf of the District, except as follows:
 - 9.1.1. If required to be in the name of the District by any federal or state agency pursuant to applicable laws, regulations or agreements.
 - 9.1.2. If directed by the District, by resolution, to be in the name of the District or an entity designated by the District.
 - 9.2. When real property interests are in the name of the District or an entity designated by the District, access rights for the purpose of land management, maintenance and the exercise of regulatory authority shall be reserved through recorded instrument unto the County, as appropriate.
 - 9.3. The County shall maintain an inventory of all real property interests held in the name of the County for flood risk reduction and integrated floodplain management purposes, which shall include as a subset all real property interests acquired since the creation of the District by the County on behalf of the District, and shall update the inventory concurrently with all new acquisitions. The County shall provide the District Executive Director with reasonable advance notice in accordance with the policy that will be developed pursuant to this section of any and all proposed modifications to the inventory, defined as a planned addition or removal of a property interest, or a plan to change or modify (including the sale, transfer or surrender thereof) an existing property interest. The District and its authorized representatives shall have the right to audit,

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

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

10. Invoices.

- 10.1. The County shall submit invoices to the District for the cost of services and expenditures on capital projects and program services to implement the annual work program. The invoices shall include all actual costs, plus administrative overhead costs as defined in Section 2.3.3. and shall be in a form and shall contain information and data as required by the District Executive Director.
- 10.2. The County shall submit invoices to the Executive Director and Clerk of the District within thirty (30) days after the closing of the billing month in which the services are provided and the capital project expenditures are incurred. The District shall review and pay the invoice within sixty (60) days of receipt in accordance with procedures established by District resolution, if any. However, the District may postpone payment of the invoice if it is inaccurate or incomplete, in the opinion of the District. The District shall notify the County of any inaccurateness or incompleteness within thirty (30) days of receipt of the invoice. The County shall provide the requested information within thirty (30) days of the request. The District shall pay an invoice within thirty (30) days of the submittal of all requested information, and invoices that are not paid within that time are subject to statutorily-authorized interest charges.
- 10.3. The County shall include as part of the monthly invoices any modification or reprioritization of capital projects in the District's annual work program as approved in accordance with Section 3.56.
- 10.4. The Parties may agree to include additional performance measures as part of the invoice.
- 10.5. Notwithstanding Sections 10.1 through 10.4, the Parties agree that the County Council may invoice the District directly for services provided by County Council staff to the District, including its Supervisors. The County Council may invoice the District on a quarterly basis in accordance with the provisions of Section 2.3.4.
- 10.6. District payments shall be made via inter-fund transfer consistent with instructions from the County.
- 10.7. Pursuant to the District's Fund Balance Policy, the District shall continue to provide the County with funding to mitigate monthly negative cash balances in the Water and Land Resources Flood Control Operating Contract and Flood Control Capital Contract funds.

11. Performance Reports.

- 11.1. The County shall submit financial and performance reports to the District by April 30 and October 31 of each year, outlining and summarizing implementation of the annual work program, in a form and general content approved by the District Executive Director. The reports shall generally reflect County budgetary practices and BARS requirements.
- 11.2. The Director of the Department of Natural Resources and Parks or designee may maintain a Deliverables Document, which may be periodically updated, and is not considered part of this Agreement:
 - 11.2.1. The Deliverables Document may identify the projected timing (on a quarterly basis) necessary to implement the annual work program and budget, as may be amended by the Board, that will be carried out by the Water and Land Resources Division of the Department of Natural Resources and Parks. The Deliverables Document shall not serve as a substitute for a request for adjustment(s) and the procedures for adjustment(s) set out in Section 5.2.
 - 11.2.2. The Director of the Department of Natural Resources and Parks or designee may update the Deliverables Document as often as practicable, but no less frequently than on a quarterly basis, and may provide a copy of the Deliverables Document to the District Executive Director on February 15, May 15, August 15, and November 15 of each year.

12 Legal Relations.

- 12.1. <u>No Third Party Rights</u>. It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other Party or person.
- 12.2. <u>No Joint Venture</u>. No joint venture or partnership is formed as a result of this Agreement. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party subject to the policies, procedures and control of that Party, and shall not be considered for any purpose to be employees or agents of the other Party. Accordingly, no employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.
- 12.3. <u>Independent Contractor</u>. The County is an independent contractor with respect to the services and responsibilities under this Agreement, and nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.
- 12.4. <u>Jurisdiction and Venue</u>. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

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

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

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

12.7. Insurance.

- 12.7.1. The County maintains adequate self-insurance and commercial insurance covering real property acquired pursuant to this Agreement and held in the County's name, and for general liability, automobile liability, and professional liability risks occurring within the scope of this Agreement. The District maintains insurance through Enduris, a risk pool, covering District property and liability exposures for the benefit of the District, its Board, officers, employees, agents and volunteers.
- 12.7.2. Unless provided otherwise by the Board, the County is authorized to investigate and review all claims with dates of loss from 2009 through March 31, 2020 filed against the District, including associated allocated expense payments, which are not covered by insurance or self- insurance or which are within the self-insurance retention or deductible. After investigation and review, the County shall consult with the District Executive Director regarding the claim. The Board shall approve the payment of any authorized claim, and nothing in this Agreement shall be construed as requiring the County to pay any claims against the District. The District will manage all claims filed against the District with dates of loss occurring on or after April 1, 2020.

- 12.7.3. King County, a charter county government under the constitution of the State of Washington, maintains a fully funded self-insurance program for the protection and handling of the County's liabilities, including injuries to persons and damage to property, The District acknowledges that King County has submitted to the District a certificate of self-insurance evidencing such coverage.
- 12.7.4. Nothing in this Agreement shall be construed to modify or amend any provision of an insurance policy or any coverage through a self-insurance or joint insurance program. If there is a conflict between this Agreement and the provisions of any such policies or coverage, the provisions of any such policies or coverage shall control.
- 12.8. <u>Survival</u>. The provisions of Sections 12.4, 12.5, and 12.6 shall survive any termination of this Agreement.
- Duration, Performance, and Termination.
 - 13.1. This Agreement shall take effect on January 1, 2022 and shall remain in effect through January 1, 2027. The Parties may extend this Agreement once for two (2) years by mutual consent in writing.
 - 13.2. If a Party fails to perform its obligations as described in this Agreement, the Parties shall use their good faith efforts to resolve the failure to perform using the dispute resolution process of Section 14. If the dispute cannot be remedied, either Party may elect to terminate this Agreement by giving written notice of termination to the other Party not less than one hundred and eighty (180) days prior to the effective date of the termination. Upon termination of this agreement each Party's rights and obligations under this Agreement will cease immediately, provided the District will pay any amounts it owes to the County for costs incurred prior to the effective date of termination, including payment obligations for services rendered prior to the effective date of termination, work performed prior to the effective date of termination, and expenses incurred prior to the date of termination. After termination, the County may submit to the District a request for costs incurred after the effective date of termination that are associated with the termination, defined as reasonable expenses to close out all work commenced prior to the effective date of termination, and shall make all records available to the extent deemed necessary by the District to verify the costs in the payment request. The request shall be submitted promptly but in no event later than 180 days from the effective date of termination. If the District disputes any of the County's requested costs associated with the termination, the Parties shall use their good faith efforts resolve the dispute using the dispute resolution process of Section 14.
 - 13.3. Failure to require full and timely performance of any provision of this Agreement shall not waive the right to insist upon complete and timely performance thereafter.
- 14 Dispute Resolution.

- 14.1. Should a dispute arise between the Parties out of or related to this Agreement, a Party shall notify the other Party in writing of any dispute that the respective Party believes should be resolved. The Parties shall communicate regularly and commit to act in good faith to resolve the dispute.
- 14.2. If the dispute cannot be remedied within thirty (30) days after written notice, the Parties shall consider submitting the matter to a mutually agreed upon non-binding mediator. The Parties shall share equally in the cost of the mediator.
- 15 Administration and Identification of Contacts.
 - 15.1. This Agreement shall be administered by the District Executive Director or designee and, in part, by the Division Director of the Water and Land Resources Division of the Department of Natural Resources and Parks or designee, who shall be contacted as follows:

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

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

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

16. General Provisions.

- 16.1. <u>Entire Agreement</u>. This Agreement, including its attachments, is a complete expression of its terms, and any oral representation or understandings not incorporated in this Agreement are excluded. Any modification, amendment, or clarification to this Agreement shall be in writing and signed by both Parties. Copies of such shall be attached to this Agreement and by this reference are made a part of this Agreement as though full set forth in this Agreement.
- 16.2. <u>Severability</u>. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.
- 16.3. <u>Force Maieure</u>. Notwithstanding anything contained in this Agreement to the contrary, neither Party shall be deemed in default hereunder nor liable for damages

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

- 16.4. <u>Authorization and Listing</u>. This Agreement has been duly authorized by King County Ordinance and King County Flood Control Zone District Resolution. The District shall list this Agreement on its website, and the County may list this Agreement on its website, in accordance with RCW 39.34.040.
- 16.5. Extension of Privilege. For the purposes of the privileges, including g attorney client and work product, between the District and its attorney, the Parties agree that when County Council staff are supporting a County councilmember in his or her ex officio role as a Flood Control District Supervisor, County Council staff shall be entitled to the same privileges as the Supervisors possess.

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

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

KING COUNTY FLOOD CONTROL ZONE DISTRICT

Dave Upttegrove

Dave Upthegrove Dated Chair, King County Flood Control Zone District

Approved as to Form:

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

King County Flood Control District 2023 Budget

Flood Control District Administration

Flood District Administration \$2,488,637

Operating Budget

Total	\$16,062,156
Overhead / Central Costs	\$3,889,428
Program Implementation	\$2,015,876
Program Management, Supervision, Finance, Budget	\$2,006,077
Flood Preparation, Flood Warning Center	\$1,291,336
Flood Hazard Studies, Maps, Technical Services	\$2,786,712
Flood Hazards Plan, Grants, Outreach	\$1,236,429
Annual Maintenance	\$2,836,298
Description	

Capital Budget

Project	Description	
Snoqualmie Riv	er Basin	
1044461	WLFL0 SF SKYKMSH REP LOSS MIT	\$3,001,427
1044460	WLFL0 TIMBER LN EROSN BUYOUTS	\$839,446
1134874	WLFL1 BENDIGO UPR SETBACK N BEND	\$47,379
1121044	WLFL1 CIRCLE RVR RANCH RISK RED	\$352,440
1143909	WLFL1 CITY SNOQ ACQUISITIONS	\$3,000,000
	WLFL1 CITY SNOQ HOME ELEVATIONS	\$1,468,000
1141729	WLFL1 MASON THORSON ELLS 2022 REPAIR	\$148,775
	WLFL1 MF FLOOD CONVEYANCE N BEND	\$1,800,000
	WLFL1 MF RESIDENTIAL FLD MTGTN	\$1,712,231
	WLFL1 NF CONFLUENCE REVETMENT REMOVAL	\$128,356
	WLFL1 NF SNOQUALMIE RES FLD MIT	\$2,000,000
	WLFL1 NORMAN CREEK DS CULV	\$1,920
	WLFL1 NORMAN CREEK US 2024 CULV	\$350,000
	WLFL1 NORTH FORK BRIDGE FEASIBILITY	\$45,514
	WLFL1 RECORD OFFICE 2016 REPAIR	\$488,569
	WLFL1 REIF RD LEVEE IMPROVEMENTS	\$67,000
	WLFL1 REINIG RD RVTMNT 2016 REPAIR	\$67,460
	WLFL1 RIBARY CREEK	\$924,996
	WLFL1 SHAKE MILL LB 2016 REPAIR	\$200,047
	WLFL1 TATE CR SCOUR FEASIBILITY	\$150,000
	WLFL1 UPR SNO RES FLD MITIGTN	\$3,000,000
	WLFL1 USACE PL 84-99 SF SNO	\$415,175
	WLFL2 DUTCHMAN RD REVETMENT	\$618,840
	WLFL2 FALL CITY FLOODPLAIN RESTORATION	\$299,934
	WLFL2 FARM FLOOD TSK FORCE IMP	\$128,035
	WLFL2 FISH HATCHERY RD BR #61B REPAIR	\$495,497
	WLFL2 L SNO 2019 BANK REPAIR	\$1,121,071
	WLFL2 L SNO/ALDAIR CORRDOR PLN	-\$1
	WLFL2 LWR SNO RESDL FLD MITGTN	\$2,319,617
	WLFL2 MUD CREEK SEDIMENT FACILITY	\$401,899
	WLFL2 PUMP STATION REVETMENT REPAIR	\$103,030
	WLFL2 SNOQUALMIE VALLEY FEAS	\$451,209
1133884	WLFL2 STOSSEL RB 2018 REPAIR	\$31,492

1134344 WLFL2 STOSSEL REVETMENT	\$178,044
1136473 WLFL3 HOLBERG 2019 REPAIR	\$250,000
1132019 WLFL3 HOLBERG FEASIBILITY	\$39,490
1131803 WLFL3 LOWER FREW LEVEE SETBACK	\$1,886,433
1112034 WLFL3 LOWER TOLT RIVER ACQUISITION	\$1,002,622
1131563 WLFL3 RIO VISTA PROPERTY ACQ	\$1,055,304
1044645 WLFL3 SAN SOUCI NBRHOOD BUYOUT	\$610,000
1141399 WLFL3 SAN SOUCI ROAD ELEVATION	\$72,716
1131560 WLFL3 SEDIMENT MGMT FEAS	\$55,229
1131562 WLFL3 SR 203 BR IMPRVMNTS FEAS	\$208,447
1131559 WLFL3 TOLT R LEVEE L.O.S. ANALYSIS	\$198,861
1115032 WLFL3 TOLT R NATURAL AREA ACQ	\$1,436,000
1143837 WLFL3 GIRL SCOUT LEVEE SETBACK	\$50,000
1143840 WLFL3 REMLINGER LEVEE IMPROVEMENTS	\$87,459
1132002 WLFL3 UPPER FREW LEVEE SETBACK	\$50,000
1044647 WLFL4 ALPINE MANOR NEIGHBORHOOD BUYOUTS	\$429,930
1130553 WLFL4 RAGING SCOUR REPAIR 2017	\$54,938
TOTAL SNOQUALMIE BASIN	\$33,844,831

Cedar River Basin

IVIACI Dazili		
1130555 WLFL5 ALLEN LK OUT	LET IMPRVMNT	\$799,777
1137401 WLFL5 GEORGE DAVI	S CRK CITY OF SAMMAMISH	\$400,000
1139121 WLFL5 IRWIN R 2020 F	REPAIR	\$97,500
1142460 WLFL5 ISSAQUAH CRI	EEK CIS	\$200,000
1139124 WLFL5 JEROME 2020	REPAIR	\$339,764
1142655 WLFL5 LK SAMMAMIS	H FLOOD MIT GRANTS	\$1,000,000
1139125 WLFL5 MOMB 2020 RE	PAIR	\$154,252
1139624 WLFL5 SAMMAMISH C	IS	\$1,610,918
1112037 WLFL5 WILLOWMOOR	R FLDPLAIN REST	\$461,448
1140150 WLFL6 148TH AVE SE	LARSEN LK BELLEVUE	\$223,702
1137403 WLFL6 BEAR CRK FLC	OOD EROSION REDMOND	\$1,549,872
1137759 WLFL6 FACTORIA BLV	D DRAINAGE	\$6,814,000
1132986 WLFL6 ISSAQUAH TRI	B FEAS	\$26,629
1116846 WLFL6 LOWER COAL		\$364,466
1132746 WLFL6 MAY VALLEY D		\$259,253
1139129 WLFL7 BELMONDO 20	20 REPAIR	\$121,890
1139696 WLFL7 BYERS NEIGH		\$212,046
1044734 WLFL7 CDR PRE-CON	ST STRTGC ACQ	\$3,054,872
1138280 WLFL7 CEDAR R TRAI	L SITE 2	-\$1,169
1134342 WLFL7 CEDAR RES FL	LOOD MITIGATION	\$1,798,145
1044729 WLFL7 CEDAR RVR G	_	\$2,290,475
1131690 WLFL7 CITY OF RENT		\$4,162,078
1139132 WLFL7 CRT SITE 5 202		\$350,395
1142966 WLFL7 CRT SITE 5B 20		\$10,523
1139187 WLFL7 CRT2 ZONE D	2020 REPAIR	\$5,332,848
1139188 WLFL7 DORRE DON A		\$58,107
1139698 WLFL7 DORRE DON N		\$800,000
1131549 WLFL7 HERZMAN LEV		\$582,051
1134911 WLFL7 ISSAQUAH MA		\$11,681
1131550 WLFL7 JAN RD LEVEE		\$1,317,809
1131689 WLFL7 LOWER CEDAR		\$170,774
1131548 WLFL7 LOWER JONES		\$2,044,372
1130556 WLFL7 MADSEN CR C		\$77,515
1137270 WLFL7 MADSEN CR R		\$37,839
1131687 WLFL7 MAPLEWOOD	FEASIBILITY STUDY	\$13,000

4400400 MUELZ TAROR OROMALI, REVETMENT	#4.000.757
1139189 WLFL7 TABOR-CROWALL REVETMENT	\$1,633,757 \$248,247
1130557 WLFL7 SR 169 FLOOD REDUCTION TOTAL CEDAR RIVER BASIN	\$248,217
TOTAL CEDAR RIVER BASIN	\$38,628,806
Green River Basin	
1116515 WLFL8 BRISCOE LEVEE SETBACK	\$1,953,777
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$278,564
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$2,129,274
1129574 WLFL8 BRPS HIGH-USE ENGINES	\$4,262,016
1139702 WLFL8 BRPS SEISMIC UPGRADES	\$1,282,846
1130024 WLFL8 BRPS SUPPORT SYS UPGRADES	\$404,657
1137760 WLFL8 COVINGTON CR BLACK DIAMOND	\$2,176,542
1138676 WLFL8 DESIMONE MAJOR REPAIR USACE	\$528,840
1141900 WLFL8 DYKSTRA 2022 REPAIR	\$10,000
1139190 WLFL8 FORT DENT 2020 REPAIR	\$952,694
1135536 WLFL8 GALLIDYKSTRA 2020 REPAIR	\$337,964
1044961 WLFL8 GREEN PRE-CONST ACQ	\$13,060,399
1130559 WLFL8 GREEN SCOUR REPAIR 2017	\$102,476
1132391 WLFL8 HSB BREDA SETBACK - KENT	\$14,099,295
1129576 WLFL8 HSB MCCOY REALIGNMENT	\$2,542,176
1141901 WLFL8 KENT AIRPORT RVTMNT 2022 REPAIR	\$336,750
1132007 WLFL8 LOWER RUSSELL ACQ KENT	\$100,012
1130118 WLFL8 LWR GRN R CORRIDOR PLAN/EIS	\$67,302
1112056 WLFL8 LWR RUSSELL LEVEE SETBACK	\$3,007,383
1126595 WLFL8 MILWAUKEE LEVEE #2-KENT	\$17,150,675
1141727 WLFL8 O'CONNELL REVETMENT 2021 REPAIR	\$436,753
1044881 WLFL8 RUSSELL RD UPPER KENT	\$17,117
1137404 WLFL8 S 106TH ST DRAINAGE IMPVMNT	\$10,734
1130562 WLFL8 SIGNATURE POINTE REVETMENT	\$16,777,877
1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$7,246,642
1130021 WLFL8 TUK-205 RATOLO FLOODWALL	\$50,000
1129367 WLFL8 TUK-205 USACE GACO REPAIR	\$100,000
1135538 WLFLS PUGET WAY CULVERT	\$226,471
1146476 WLFLS S PARK FLOOD PREVENTION	\$1,551,000
1129203 WLFLS S PARK DRAINAGE IMPROVEMENTS	\$618,659
1112036 WLFLS SOUTH PARK PUMPSTATION	\$546
TOTAL GREEN RIVER BASIN	\$91,819,441
White River Basin	
1137405 WLFL9 212TH AVE SE MITIGATION	\$65,000
1143264 WLFL9 A STREET HESCOS	\$336,065
1112049 WLFL9 COUNTYLINE TO A STREET	\$29,806
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$1,500,000
1134345 WLFL9 SLIPPERY CREEK ACQ	\$55,000
1130561 WLFL9 STREAM #10.0048 DS CULVERT	\$600,000
1130560 WLFL9 STREAM #10.0048 US CULVERT	\$47,000
1135541 WLFL9 STUCK R DR 2019 REPAIR	\$65,322
TOTAL WHITE RIVER BASIN	\$2,698,193
Countywide Costs	
1122628 WLFLG FLOOD REDUCTION GRANTS	\$39,069,910
1117333 WLFLG WRIA GRANTS	\$29,328,019
1112022 WLFLM EFFECTIVENESS MONITORING	\$1,168,756
1045042 WLFLO SUBREGNL OPPRTNTY FUND	\$25,081,811
1044281 WLFLX CENTRAL CHARGES	\$300,000
TO TIZOT WELL AND CHATTAIL OF MINOLO	ψοσο,σσο

1144911 WLFLX COUNTYWIDE STRATEGIC ACQUISITIONS	\$2,000,000
1144910 WLFLX FLOOD WARNING CTR UPGRADES	\$1,500,000
1044279 WLFLX FLOOD EMERGENCY CONTGNCY	\$1,000,000
TOTAL COUNTYWIDE COSTS	\$99,448,496
TOTAL CAPITAL BUDGET	\$266,439,767
Flood Control District Total	\$284,990,560

Notes:

¹⁾ The amounts shown here represent the annual project budgets as adopted in Resolution FCD2023-06.

King County Flood Control District 2023 Expenditures

Flood Control District Administration

Flood District Administration \$2,379,060

Operating Expenditures

Description	
Annual Maintenance	\$2,074,637
Flood Hazards Plan, Grants, Outreach	\$911,080
Flood Hazard Studies, Maps, Technical Services	\$2,187,734
Flood Preparation, Flood Warning Center	\$894,866
Program Management, Supervision, Finance, Budget	\$2,090,831
Program Implementation	\$2,454,893
Overhead / Central Costs	\$3,646,029
Total	\$14.260.070

Capital Expenditures

Project	Description	
Snoqualmie Riv	•	
•	WLFL0 SF SKYKMSH REP LOSS MIT	\$2,565,091
1135532	WLFL0 TIMBERLANE 2019 REPAIR	-\$28,974
1134874	WLFL1 BENDIGO UPR SETBACK N BEND	\$118
1121044	WLFL1 CIRCLE R RANCH RISK RED	\$237,103
1141729	WLFL1 MASON THORSON ELLS 2022 REPAIR	\$102,894
1143429	WLFL1 NF CONFL RVTMNT REMOVAL	\$18,848
1135533	WLFL1 NORMAN CREEK US 2024 CULV	\$11,271
1134340	WLFL1 NORTH FORK BRIDGE FEAS	\$1,200
1143430	WLFL1 PUMP STATION REVETMENT IMPROVEMEN	\$22,618
1132629	WLFL1 RECORD OFFICE 2016 REPAIR	\$296,446
1132458	WLFL1 REIF RD LEVEE IMPROVEMENTS	\$354
1132628	WLFL1 REINIG RD 2016 REPAIR	\$67,632
	WLFL1 RIBARY CREEK	\$239,155
	WLFL1 SHAKE MILL LB 2016 REPAIR	\$565
	WLFL1 TATE CRK BRIDGE FEASIBILITY	\$775
	WLFL1 UPR SNO RES FLD MITIGTN	\$1,229,902
	WLFL1 USACE PL 84-99 SF SNO	\$783
	WLFL2 DUTCHMAN RD 2012 REPAIR	\$349,587
	WLFL2 FARM FLOOD TSK FORCE IMP	\$2,229
	WLFL2 LWR SNO RESDL FLD MITGTN	\$22,012
	WLFL2 SNOQUALMIE VALLEY FEAS	\$266,858
	WLFL2 STOSSEL MAJOR REPAIR	\$244,843
	WLFL2 STOSSEL RB 2018 REPAIR	\$14,947
	WLFL3 GIRL SCOUT LEVEE SETBACK	\$18,784
	WLFL3 HOLBERG FEASIBILITY	\$7,363
	WLFL3 L FREW LEVEE SETBACK	\$661,825
	WLFL3 LOWER TOLT R ACQUISITION	\$4,344
	WLFL3 RIO VISTA PROPERTY ACQ	\$14,324
	WLFL3 SAN SOUCI ROAD ELEVATION	\$14,261
	WLFL3 SEDIMENT MGMT FEAS	\$11,501
	WLFL3 SR 203 BR IMPRVMNTS FEAS	\$29,537
	WLFL3 TOLT R LEVEE L.O.S. ANALYSIS	\$55,947
	WLFL3 TOLT R NATURAL AREA ACQ	\$4,533
1132002	WLFL3 UPPER FREW LEVEE SETBACK	\$12,365

TOTAL SNOQUALMIE BASIN	\$6,501,038
Cedar River Basin	
1130555 WLFL5 ALLEN LK OUTLET IMPRVMNT	\$43,206
1139121 WLFL5 IRWIN R 2020 REPAIR	\$60,025
1142460 WLFL5 ISSAQUAH CREEK CIS	\$17,168
1139124 WLFL5 JEROME 2020 REPAIR	\$65,010
1142655 WLFL5 LK SAMMAMISH FLOOD MIT GRANTS	\$8,106
1139125 WLFL5 MOMB 2020 REPAIR	\$100,105
1139624 WLFL5 SAMMAMISH CIS	\$824,566
1112037 WLFL5 WILLOWMOOR FLDPLAIN REST	\$167,228
1140150 WLFL6 148TH LARSEN LK BELLEVUE 1116846 WLFL6 LOWER COAL CRK PH I	\$20,211 \$47,228
1139129 WLFL7 BELMONDO 2020 REPAIR	\$143,278
1044734 WLFL7 CDR PRE-CONST STRTGC ACQ	\$479
1134342 WLFL7 CEDAR RES FLOOD MITIGATION	\$714,110
1044729 WLFL7 CEDAR RVR GRAVEL REMOVAL	\$29,762
1131690 WLFL7 CITY OF RENTON LEVEE CERTIFICATION	\$313,189
1139132 WLFL7 CRT SITE 5 2020 REPAIR	\$111,501
1142966 WLFL7 CRT SITE 5B 2020 REPAIR	\$15,844
1139188 WLFL7 DORRE DON AVULSION ANALYSIS	\$259
1131549 WLFL7 HERZMAN LEVEE SETBACK AND TRAIL	\$834,041
1131550 WLFL7 JAN ROAD NEIGHBORHOOD	\$448,194
1131689 WLFL7 LOWER CEDAR FEASIBILITY STUDY	-\$163,633
1131548 WLFL7 LOWER JONES ROAD NEIGHBORHOOD	\$72,607
1137270 WLFL7 MADSEN CR RENTON	\$22,665
1130556 WLFL7 SE 162ND AVE AT 266TH CT	-\$10,071
1130557 WLFL7 SR 169 FEASIBILITY STUDY	\$23,987
1139189 WLFL7 TABOR-CROWALL REVETMENT	\$686,518
TOTAL CEDAR RIVER BASIN	\$4,595,585
Green River Basin	
1116515 WLFL8 BRISCOE LEVEE SETBACK	-\$93
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$51,342
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$1,408,821
1129574 WLFL8 BRPS HIGH-USE ENGINES	\$2,355,081
1139702 WLFL8 BRPS SEISMIC UPGRADES	\$278,159
1130024 WLFL8 BRPS SUPPORT SYS UPGRADE	\$342,447
1137760 WLFL8 COVINGTON CR BLACK DIAMOND	\$50,302
1138676 WLFL8 DESIMONE MAJOR REPAIR	\$52,857
1141900 WLFL8 DYKSTRA 2022 REPAIR	\$322
1139190 WLFL8 FORT DENT 2020 REPAIR	\$299,495
1135536 WLFL8 GALLIDYKSTRA 2020 REPAIR 1044961 WLFL8 GREEN PRE-CONSTRCTN ACQ	\$68,289 \$4,186,120
1129576 WLFL8 HSB MCCOY REALIGNMENT KENT	\$129,227
1141901 WLFL8 KENT AIRPORT RVTMNT 2022 REPAIR	\$159,830
1112056 WLFL8 LWR RUSSELL/HOLIDAY	\$1,362,116
1126595 WLFL8 MILWAUKEE LEVEE #2-KENT	\$1,302,110
1141727 WLFL8 O'CONNELL 2021 REPAIR	\$53,540
1137404 WLFL8 S 106TH ST DRAINAGE IMPVMNT	\$10,734
1130562 WLFL8 SIGNATURE PT RVTMNT	\$2,200
1129367 WLFL8 TUK-205 GACO WSTRN RPAIR	\$23,549
1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$418,166
TOTAL GREEN RIVER BASIN	\$11,267,369

White River Basin

1143264 WLFL9 A STREET 2022 HESCOS	\$51,703
1130561 WLFL9 CHARLIE JONES DS CULV	\$118,326
1130560 WLFL9 CHARLIE JONES US CULV	\$1,759
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$551,731
1135541 WLFL9 STUCK R DR 2019 REPAIR	\$1,115
TOTAL WHITE RIVER BASIN	\$724,634

Countywide Costs

1122628 WLFLG FLOOD REDUCTION GRANTS	\$10,043,447
1117333 WLFLG WRIA GRANTS	\$7,539,594
1112022 WLFLM EFFECTIVENESS MONITORING	\$637,303
1045042 WLFLO SUBREGNL OPPRTNTY FUND	\$10,358,907
1129203 WLFLS S PARK DRAIN IMPROVMNTS	\$619,069
1044281 WLFLX CENTRAL CHARGES	\$522,242
1144911 WLFLX COUNTYWIDE STRATEGIC ACQUISITIONS	\$6,536
1144910 WLFLX FLOOD WARNING CTR UPGRADES	\$297,315
0000000 Default	\$240,312
TOTAL COUNTYWIDE COSTS	\$30,264,724

TOTAL CAPITAL EXPENDITURES

\$53,353,349

Flood Control District Total

\$69,992,479

Notes:

- 1) Negative expenditures reflect refunds or corrections to the project.
- 2) The Flood District Administrative expenditure is a preliminary estimate as the final number was not available at the time of publication.

\$780,000 \$525,000

\$784,719

\$400,000

King County Flood Control District 2024 Adopted Budget

Flood Control District Administration

Flood District Administration \$3,438,637

Operating Budget

Description	
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	\$1,916,336
Program Management, Supervision, Finance, Budget	\$2,106,077
Program Implementation	\$2,515,876
Overhead / Central Costs	\$3,889,428
Total	\$16,433,156

Capital Budget

Project	Description	
	•	
Snoqualmie Riv		
	WLFL0 SF SKYKMSH REP LOSS MIT	\$3,000,000
	WLFL0 TIMBER LN EROSN BUYOUTS	\$2,000,000
	WLFL1 CIRCLE RVR RANCH RISK RED	\$576,600
	WLFL1 CITY SNOQ HOME ELEVATIONS	-\$968,000
	WLFL1 MF RESIDENTIAL FLD MTGTN	\$500,000
	WLFL1 NF CONFLUENCE REVETMENT REMOVAL	\$682,704
	WLFL1 NF SNOQUALMIE RES FLD MIT	\$500,000
	WLFL1 NORMAN CREEK US 2024 CULV	\$750,000
	WLFL1 PUMP STATION REVETMENT IMPROVEMEN	\$181,529
	WLFL1 RIBARY CREEK N BEND	\$1,157,949
	WLFL1 TATE CR SCOUR FEASIBILITY	\$350,000
	WLFL1 UPR SNO RES FLD MITIGTN	\$2,000,000
	WLFL2 DUTCHMAN RD REPAIR	\$1,112,642
	WLFL2 LWR SNO RESDL FLD MITGTN	\$3,224,247
	WLFL2 SNOQUALMIE VALLEY FEAS	\$500,000
	WLFL2 STOSSEL LONG TERM REPAIR	\$2,435,174
	WLFL3 GIRL SCOUT LEVEE SETBACK	\$200,000
	WLFL3 LOWER FREW LEVEE SETBACK	\$2,153,567
	WLFL3 LOWER TOLT RIVER ACQUISITION	\$2,500,000
	WLFL3 REMLINGER LEVEE IMPROVEMENTS	\$149,195
	WLFL3 RIO VISTA PROPERTY ACQ	\$2,000,000
	WLFL3 SAN SOUCI NBRHOOD BUYOUT	\$1,000,000
	WLFL3 TOLT R NATURAL AREA ACQ	\$2,000,000
	WLFL3 UPPER FREW LEVEE SETBACK	\$160,000
	WLFL4 ALPINE MANOR NEIGHBORHOOD BUYOUTS	\$1,250,000
TOTAL SNO	DQUALMIE BASIN	\$29,415,607
Cedar River Bas	sin	
	WLFL5 ALLEN LK OUTLET IMPRVMNT	\$1,500,000
1.00000	THE CONTENT OF THE PROPERTY OF	ψ1,000,000

1142460 WLFL5 ISSAQUAH CREEK CIS

1112037 WLFL5 WILLOWMOOR FLDPLAIN REST

1139125 WLFL5 MOMB 2020 REPAIR 1139624 WLFL5 SAMMAMISH CIS

AAAAAAA MU ELA LOMED OO AL ODK DILL	* • • • • • • • • • • • • • • • • • • •
1116846 WLFL6 LOWER COAL CRK PH I	\$1,310,000
1146101 WLFL6 MAY VALLEY 186TH AVE SE CULVERT	\$500,000
1139129 WLFL7 BELMONDO 2020 REPAIR	\$1,546,469
1044734 WLFL7 CDR PRE-CONST STRTGC ACQ	\$2,000,000
1135535 WLFL7 CEDAR R DWNSTREAM 2024 IMPV	\$150,000 \$4,732,000
1134342 WLFL7 CEDAR RES FLOOD MITIGATION	\$1,732,989
1131690 WLFL7 CITY OF RENTON LEVEE CERTIFICATION	-\$3,312,078
1138280 WLFL7 CRT SITE 2 2020 REPAIR	\$1,169
1139132 WLFL7 CRT SITE 5 2020 REPAIR	\$99,605
1139188 WLFL7 DORRE DON AVULSION ANALYSIS	-\$58,107
1131549 WLFL7 HERZMAN LEVEE SETBACK	\$8,313,677
1137270 WLFL7 MADSEN CR RENTON	-\$15,173
1146090 WLFL7 PROGRESSIVE INVESTMENT RVTMNT	\$215,118
1119888 WLFL7 RIVERBEND MHP ACQ	\$48,916
1139189 WLFL7 TABOR-CROWALL-BRODELL 2020 REPAIR	\$744,302
TOTAL CEDAR RIVER BASIN	\$17,266,606
Green River Basin	
1129569 WLFL8 BRPS CONTROL BLDG RPLCMT	\$509,123
1130020 WLFL8 BRPS FISH PASS IMPRVMNTS	\$4,239,899
1139701 WLFL8 BRPS LARGE ENGINE REPLACEMENT	\$87,418
1139701 WEI ES BRI S EARGE ENGINE REI EAGEMENT	\$1,804,738
1130024 WLFL8 BRPS SUPPORT SYS UPGRADES	\$70,546
1137760 WLFL8 COVINGTON CR BLACK DIAMOND	\$475,000
1138676 WLFL8 DESIMONE MAJOR REPAIR USACE	\$5,094,174
1139190 WLFL8 FORT DENT 2020 REPAIR	\$984,064
1135537 WLFL8 GREEN R IMPROVEMENT 2024	\$150,000
1132391 WLFL8 HSB BREDA SETBACK KENT	\$400,000
1129576 WLFL8 HSB MCCOY REALIGNMENT USACE	\$700,000
1141901 WLFL8 KENT AIRPORT RVTMNT 2022 REPAIR	\$978,750
1132007 WLFL8 LOWER RUSSELL ACQ KENT	-\$100,012
1141727 WLFL8 O'CONNELL REVETMENT 2021 REPAIR	\$164,800
1044881 WLFL8 RUSSELL RD UPPER KENT	-\$17,117
1130562 WLFL8 SIGNATURE PT REVETMENT KENT	\$5,650,000
1137761 WLFL8 TUK-205 GUNTER FLOODWALL	\$2,909,586
1130021 WLFL8 TUK-205 RATOLO FLOODWALL	\$300,000
1129367 WLFL8 TUK-205 USACE GACO-SEGALE	\$300,000 \$195,466
1146476 WLFLS S PARK FLOOD PREVENTION	\$490,000
1112036 WLFLS SOUTH PARK PUMPSTATION	-\$546
TOTAL GREEN RIVER BASIN	\$25,085,889
TOTAL ORLEN RIVER BAGIN	Ψ23,003,003
White River Basin	
1130561 WLFL9 CHARLIE JONES DS CULVERT	\$1,000,000
1130560 WLFL9 CHARLIE JONES US CULVERT	\$10,000
1143431 WLFL9 WHITE RIVER CIS	\$150,000
1112038 WLFL9 RIGHT BANK LEVEE SETBACK	\$5,256,812
1135541 WLFL9 STUCK R DR 2019 REPAIR	-\$65,322
TOTAL WHITE RIVER BASIN	\$6,351,490
Countywide Costs	
1122628 WLFLG FLOOD REDUCTION GRANTS	\$13,415,191
1117333 WLFLG WRIA GRANTS	\$11,304,607
1112022 WLFLM EFFECTIVENESS MONITORING	\$819,080
1045042 WLFLO SUBREGNL OPPRTNTY FUND	\$6,030,423
1044281 WLFLX CENTRAL CHARGES	\$500,000

1144911 WLFLX COUNTYWIDE STRATEGIC ACQUISITIONS \$2,000,000 TOTAL COUNTYWIDE COSTS \$34,069,301

TOTAL CAPITAL BUDGET \$112,188,893

Flood Control District Total

\$132,060,686

Notes:

- 1) The amounts shown here represent the budget as adopted in Resolution FCD2023-10. It is the new appropriation for 2024 and does not include carryover budget from the prior year. It is anticipated the FCD Board of Supervisors will adopt the carryover additions to the budget in the second quarter of 2024.
- 2) Negative amounts are reductions in budget, reflecting disappropriations due to project delay, deferal, or closeout.