



**KING COUNTY
FLOOD CONTROL
DISTRICT**

KING COUNTY FLOOD CONTROL DISTRICT

King County Courthouse
516 Third Avenue
Room 1200
Seattle, WA 98104

Signature Report

FCD Resolution FCD2024-02

Proposed No. FCD2024-02.1

Sponsors

1 A RESOLUTION approving an interlocal agreement with
2 the city of Snoqualmie regarding the City of Snoqualmie
3 Home Elevations Project.

4 WHEREAS, the King County Flood Control District ("District") and City of
5 Snoqualmie ("City") have identified twenty-four (24) parcels with homes situated in
6 flood-prone floodways or floodplains and at risk of repetitive flooding located between
7 Walnut Street and Northern Street in the City of Snoqualmie, Washington ("Parcels"),
8 and

9 WHEREAS, homes situated in flood-prone floodways or floodplains and at risk
10 of repetitive flooding can benefit from a home elevation which raises the finished floor of
11 a home above the 100-year elevation, substantially reducing the threat of future damage,
12 thus allowing residents to remain on the property while preserving existing local housing,
13 and

14 WHEREAS, to address these issues, the District has included the City of
15 Snoqualmie Home Elevations Project ("Project") in the District's annual budget and work
16 program for fiscal year 2024, as adopted through Resolution FCD2023-10, and

17 WHEREAS, the City desires to utilize the District's funding to implement a
18 Home Elevation Program for eligible expenses associated with the elevation of the

FCD Resolution FCD2024-02

19 Parcels, provided the identified homeowners are willing to voluntarily participate in the
20 Project, and

21 WHEREAS, the City has agreed to serve as the District's service provider for the
22 Project under the terms of an Interlocal Agreement ("Agreement");

23 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
24 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

25 SECTION 1. The board of supervisors approves the Agreement for the City of
26 Snoqualmie Home Elevations Project between the King County Flood Control Zone


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- 27 District and the City of Snoqualmie, "Attachment A" to this resolution, and authorizes the
28 chair to sign the Agreement.

FCD Resolution FCD2024-02 was introduced on 4/3/2024 and passed by the King County Flood Control District on 5/14/2024, by the following vote:

Yes: 7 - Barón, Dunn, Dembowski, Perry, Upthegrove, von Reichbauer and Zahilay
Excused: 2 - Balducci and Mosqueda

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

DocuSigned by:

B60CACB4B3EC49E...

Reagan Dunn, Chair

ATTEST:

DocuSigned by:

42A7D875B6B4420...

Russell Pethel, Clerk of the District

Attachments: A. Agreement for City of Snoqualmie Home Elevations Project

**AGREEMENT FOR CITY OF SNOQUALMIE HOME ELEVATIONS PROJECT
BETWEEN THE KING COUNTY FLOOD CONTROL ZONE DISTRICT
AND THE CITY OF SNOQUALMIE**

THIS AGREEMENT FOR THE CITY OF SNOQUALMIE HOME ELEVATIONS PROJECT ("Agreement"), in the areas around Walnut Street and Northern Street in the City of Snoqualmie, is entered into on the last date signed below, by and between the CITY OF SNOQUALMIE, a Washington municipal corporation ("City"), and the KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") (collectively, the "Parties").

RECITALS

A. WHEREAS, the District is a quasi-municipal corporation of the State of Washington, authorized to provide funding and support for flood risk reduction projects within King County.

B. WHEREAS, the District and City have identified twenty-four (24) parcels with homes situated in flood-prone floodways or floodplains and at risk of repetitive flooding located between Walnut Street and Northern Street in the City of Snoqualmie, Washington ("Parcels"), as identified by King County Tax Parcel Number on Exhibit A attached hereto.

C. WHEREAS, homes situated in flood-prone floodways or floodplains and at risk of repetitive flooding can benefit from a home elevation which raises the finished floor of a home above the 100-year elevation, substantially reducing the threat of future damage, thus allowing residents to remain on the property while preserving existing local housing.

D. WHEREAS, to address these issues, the District has included the City of Snoqualmie Home Elevations Project ("Project") in the District's annual budget and work program for fiscal year 2024, as adopted through Resolution FCD2023-10.

E. WHEREAS, the City desires to utilize the District's funding to implement a Home Elevation Program for eligible expenses associated with the elevation of the Parcels identified on Exhibit A, provided the identified homeowners are willing to voluntarily participate in the Project.

F. WHEREAS, the City is a service provider to the District under the terms of this Agreement, and pursuant to this Agreement, the City will serve as Project Manager for the Project.

G. WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, and agree that time is of the essence in the implementation of this Agreement.

H. WHEREAS, King County, Washington, ("County") through the Water and Land Resources Division ("WLRD") of the King County Department of Natural Resources and Parks, is a service provider to the District under the terms of an Interlocal Agreement between the District and King County, and pursuant to that Agreement, WLRD provides contract management and technical expertise for the District for District-funded projects and will serve in this capacity for the Project.

AGREEMENT

Based upon the foregoing, the Parties agree as follows:

1. Incorporation of Recitals. All recitals above are hereby incorporated and ratified as part of this Agreement.

2. Scope of Agreement. The District agrees to provide funding for the Project not to exceed the total amount of five hundred thousand dollars (\$500,000) ("Funds"), for fiscal year 2024, subject to the terms of this Agreement. The Funding shall be available for the Project as follows:

2.1. Submission of a Charter. The City shall prepare and submit for District approval of a Project Charter, which shall include the City's Home Elevation Program manual and all associated forms (including but not limited to the template agreement(s) between the City and participating Property Owners). The Charter shall be prepared and submitted in conformance with WLRD's Project Management Manual. Work performed to prepare the Project Charter shall not be eligible for District Funds, pursuant to the terms of this Agreement.

2.2. Approved Charter and Home Elevation Program Manual as Scope of Work. Upon the District's approval of the Project Charter, the Project Charter shall be incorporated into this Agreement as the Project's Scope of Work and shall be attached hereto as Exhibit B without further legislative action or amendment to this Agreement. Modifications to and deviations from the Project Charter or any attachment thereto by the City shall require advance written approval from the District's Executive Director.

2.3. Subject to the terms of this Agreement, the Funds shall only be available to reimburse the City for work authorized in the Charter (which is the Scope of Work for this Agreement) for this Project. Additionally, the City's access to the Funds for this Project shall be limited as follows:

2.3.1. **Total Cap.** Allocated Funds available to the City for the Project are subject to a not to exceed total amount of \$500,000.

- 2.3.2. **Per Parcel Cap.** Subject to the cap for Funds set out in Section 2.3.1, the District's contribution of Funds to reimburse expenditures per parcel shall not exceed 90% of the per parcel home elevation cost based on the cost estimates submitted by the participating Property Owner (and shall be exclusive of cost overruns, which are the responsibility of the participating Property Owner). To ensure this cap is applied, all reimbursement requests for a parcel shall not occur until the conclusion of all work, including final inspection by the applicable local permitting agency, for that parcel.
- 2.3.3. The Program manual and all associated contracts shall specify, among all other necessary terms set forth in the Charter: (1) that participating Property owners are required to pay for all work up front and obtain reimbursement from the City for eligible costs, who may then seek reimbursement from the District, subject to the terms and conditions of this Agreement; and (2) that participating Property owners shall be notified that project cost estimates may be different from the actual costs and that participating Property Owners are responsible for all cost overruns.

3. Term. This Agreement shall be effective upon mutual execution of this Agreement ("Effective Date"). The Agreement shall terminate on December 31, 2025, or upon completion of the tasks identified in the Project's Charter, whichever occurs first, unless earlier terminated in accordance with the terms of this Agreement; provided, if the District does not approve a Project Charter within six (6) months of the Effective Date, the Agreement shall automatically terminate.

3.1. The District may terminate this Agreement at any time by written notice to the City, and the City shall immediately terminate work upon receipt of notice to terminate, provided that the City may continue to submit reasonable requests for reimbursement up to the amount of funds appropriated in the approved District annual budget for work that was performed prior to the date of termination. The City shall ensure that all contracts it executes for this Project, including those for home elevations, shall be consistent with the Parties' right to terminate this Agreement.

3.2. The City may terminate this Agreement at any time by written notice to the District, provided that the District shall have no obligation to provide Funds for work occurring after the date of termination.

3.3. The Funds are appropriated for this Project in the District's 2024 Annual Budget in the total amount of \$500,000, for expenditure in 2024. To the extent that the Project requires future appropriations or carryover to a future budget year by the District, the District's

obligations are contingent upon the appropriation of sufficient funds. If the District does not appropriate funds in future budget years following 2024 for the Project, this Agreement shall automatically terminate.

4. Permitting and Compliance. At all times relevant to the City's performance under the terms of the Agreement, the City shall comply with all applicable federal, state, and local laws and regulations. The City shall obtain and be responsible for all necessary local, state, and federal permits and approvals for the Project, and shall fully comply with all applicable requirements and conditions thereof.

4.1. The City shall obtain and be responsible for all necessary property rights, special use permits, easements, or property acquisitions. Access to private properties for the Project are the sole responsibility of the City, and the District shall notify the City when District access is necessary to effectuate the District's performance under this Agreement.

4.2. Compliance with Real Estate Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, including compliance with all applicable laws and regulations pertaining to the City's negotiation, acquisition, relocation and reestablishment, and payment processes (where applicable).

4.3. Inspections. The District, including its service provider WLRD, may provide technical assistance to the City and coordinate with the City as required within King County's jurisdiction. The District, including its service provider WLRD, shall have the right to inspect and audit the City's Project at the District's request upon reasonable notice to the City.

4.4. Discriminatory Practices Prohibited. Throughout the term of this Agreement, the City shall fully comply with all equal employment and nondiscrimination provisions of applicable local, state, and federal laws.

5. Ownership of Improvements. Notwithstanding the funding arrangements provided herein, the City shall ensure that all documents reflect that the homeowners who voluntarily contract with the City as participants in the Project shall be and become the sole owner of the Project home elevation improvements upon completion thereof and shall have sole responsibility thereafter for all maintenance and repair. By providing the Funds, the District does not warrant the work performed and the Project and has no additional funding obligation beyond the Funds authorized in this Agreement.

6. Impact on Other Reaches or Segments. The District and the City agree that the Project under this agreement shall not have a detrimental effect on stormwater conveyance in the Snoqualmie River Basin.

7. Retention and Review of Documents. The City agrees to maintain documentation of all planning, analysis, agreements, and contracts of the Project sufficient to meet District and state audit standards for a capital project, recognizing that the costs of the Project are paid for in whole or in part by the City and the District. The City agrees to maintain any additional documentation that is requested by the District. City contracts and internal documents (except for documents protected by the attorney-client privilege or work product doctrine, if applicable) shall be made available to the District for review and/or independent audit upon request. The Parties shall retain all records in accordance with the Washington State Retention Schedules and shall comply with the Washington State Public Records Act, Ch 42.56.RCW. The City shall submit to the District the final report of this Project, in a form and with detail required by the District.

8. Payment of Funds. The City may submit for reimbursement from the Funds the City's actual and reasonable home elevation program costs and expenses for the Project for work authorized in this Agreement (including Exhibit B), incurred on or after January 1, 2024, and prior to the termination of this Agreement. Requests for reimbursement shall be submitted and reviewed consistent with the procedures, requirements and restrictions set out in this Agreement and the District's relevant policies and procedures.

8.1. The City may submit requests for reimbursement no more than once per quarter, for a maximum of four (4) submissions per year. The requests shall be in a form and shall contain information and data as required by the District. In connection with submittal of requests for reimbursement, the District may require the City to provide a status or progress report concerning submittal, preparation or completion of any document or work required by this Agreement.

8.2. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. Requests for reimbursement will be reviewed for compliance with the procedures, requirements, and restrictions set out in this Agreement as well as the District's relevant policies and procedures. The District shall endeavor to complete such review within thirty days of receipt of a request in order to determine whether they are reimbursable and payable under this Agreement. The District shall forward a response to the requested reimbursement to the City within forty-five days of the City's request.

8.3. The District may postpone review of a City request for reimbursement where all or any part of the request is unreasonable, inaccurate, or incomplete. The District shall notify the City of any inaccuracies or incompleteness within thirty (30) days of receipt of the request. The City shall provide all additional information or data within thirty (30) days of the District's request for such additional information or data. If the request is still unreasonable, inaccurate, or incomplete in the opinion of the District, the dispute shall be resolved in accordance with the terms herein.

8.4. The District may postpone payment of any request for reimbursement, up to a maximum of five percent (5%) of the request, where the City is delinquent in submittal, preparation, or completion of any document or work required by this Agreement.

8.5. The District may reject a request and withhold payment(s) where the City has failed to comply with the Project's Charter of this Agreement for any home elevation associated with the Parcels as part of the Project. Provided the Agreement has not been terminated, the City may resubmit a request rejected pursuant to this Section as long as the resubmission includes evidence that the City has remedied its failure and complied with the Project's Charter.

9. General Provisions.

9.1. Third Parties. This Agreement and any activities authorized hereunder shall not be construed as granting any rights or privileges to any third person or entity, or as a guarantee or warranty of protection from flooding or flood damage to any person, entity or property, and nothing contained herein shall be construed as waiving any immunity to liability to the City, the District or King County, granted under state statute, including Chapters 86.12 and 86.15 RCW, or as otherwise granted or provided for by law.

9.2. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to this Agreement to be placed upon the real property interests of King County and the District. If such lien or encumbrance is so placed, King County and the District shall have the right to remove such lien and charge back the costs of such removal to the City.

9.3. Indemnification. The City shall defend, indemnify, and hold harmless the District and King County, and all of their officials, employees, principals, agents, and insurers, from any and all claims, demands, suits, actions, losses, costs, attorney fees and expenses, fines, penalties, and liability of any kind, including but not limited to injuries to persons or damages to property, relating to, in connection with, or arising out of, whether directly or indirectly, or as a consequence of, the Project, this Agreement, the City's use of the Funds, or the City's exercise of its obligations, rights or privileges under this Agreement, except the City shall have no duty to defend or indemnify King County for claims, demands, suits, actions, losses, or liabilities (including attorney fees and expenses) that arise out of the sole negligence of King County.

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.

The City's obligations under this Section shall survive any termination of this Agreement.

9.4. Insurance. The City shall require its consultants and agents, and the Participating Property Owners' consultants, contractors, and agents, to maintain insurance as required by Snoqualmie in its standard contracts for acquisition projects, and to name the District as an additional insured on their required insurance. The City shall also require any professional services consultants, subconsultants, contractors, or subcontractors to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction as required by Snoqualmie in its standard contracts. Upon request, the City shall also provide a letter evidencing its self-insured status and policy coverage. The City's obligations under this Section shall survive any termination of this Agreement.

9.4.1. The City's insurance coverage shall be primary insurance with respect to the District. Any insurance, self-insurance, or insurance pool coverage maintained by the District shall be in excess of the District's insurance and shall not contribute to it.

9.4.2. The City shall waive its rights of subrogation against the District for all claims and suits.

9.4.3. The coverage shall apply separately to each insurance against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

9.4.4. Upon receipt of notice from its insurer(s), the City shall provide the District with notice of cancellation within three (3) days. It is hereby understood and agreed that the policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the District, by registered mail, of a written notice addressed to the Chair of such intent to cancel or not to renew. If the insurance is canceled or reduced in coverage, the City shall provide a replacement policy or this Agreement is immediately terminated.

9.4.5. The City's maintenance of insurance policies required by this Agreement shall not be construed to limit the liability of the City to the coverage provided in the insurance policies, or otherwise limit the District's recourse to any other remedy available at law or in equity.

9.4.6. The District reserves the right, during the term of the Agreement, to require any other insurance coverage or adjust the policy limits as it deems reasonably necessary utilizing sound risk management practices and principals based upon the loss exposures. Prior to imposing such additional coverage or adjusting existing required coverages or limits, the District shall provide reasonable notice to the City and an opportunity to provide comments, and the District shall review and consider such comments that are timely made.

9.5. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:

9.5.1. For disputes involving cost reimbursements or payments, submittal of all relevant information and data to an independent Certified Public Accountant or a Construction Claims Consultant, if agreed upon by the Parties, for a non-binding opinion as to the responsibility.

9.5.2. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and resort will otherwise be had to the Superior Court for King County, Washington. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph.

9.6. Entire Agreement; Amendment. This Agreement, together with Exhibits A and B hereto, represents a full recitation of the rights and responsibilities of the Parties and may be modified only in writing and upon the consent of both Parties. Should any conflict exist between the terms of this Agreement and the terms of the Exhibits, this Agreement shall control.

9.7. Notices, Communications and Documents. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by either Party (collectively, "notices") shall be in writing and shall be validly given or made to the other Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by electronic mail. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one business day after the deposit thereof with such delivery service for overnight delivery. If such notice is mailed as provided herein, such shall be deemed given three business days after the deposit thereof in the United States Mail. If such notice is sent by electronic mail, it shall be deemed given at the time of the sender's transmission of the electronic mail communication, unless the sender receives a response that the electronic mail message was undeliverable. Each such notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To City: Emily Arteche, Community Development Director
City of Snoqualmie
38624 SE River Street
P.O. Box 987
Snoqualmie, WA 98065
Phone: (425) 888-8007
Email: earteche@snoqualmiewa.gov

To District: Michelle Clark, Executive Director
King County Flood Control District
516 Third Avenue, Room 1200
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

10.8 Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement. This Agreement will be approved and filed in accordance with Chapter 39.34 RCW.

10.9 Severability. If any word, article, section, subsection, paragraph, provision, condition, clause, sentence, or its application to any person or circumstance (collectively referred to as "Term"), shall be held to be illegal, invalid, or unconstitutional for any reason by any court or agency of competent jurisdiction, such Term declared illegal, invalid or unconstitutional shall be severable and the remaining Terms of the Agreement shall remain in full force and effect unless to do so would be inequitable or would result in a material change in the rights and obligations of the Parties hereunder.

10.10 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or principal-agent relationship or other arrangement between the City and the District. Neither Party is authorized to, nor shall either Party act toward third Persons or the public in any manner which would indicate any such relationship with the other.

10.11 Force Majeure. In the event either party is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, unusually severe weather conditions, employee strikes and unforeseen labor or availability of materials conditions not attributable to the City's employees or agents, neither party shall be deemed in breach of provisions of this Agreement.


10.12 Venue/Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Any action brought relative to enforcement of this Agreement, or seeking a declaration of rights, duties or obligations herein, shall be initiated in King County Superior Court.


IN WITNESS WHEREOF, the parties have executed this Agreement, which shall become effective on the last date signed below.

[signatures on following page]

CITY OF SNOQUALMIE

KING COUNTY FLOOD CONTROL DISTRICT

DocuSigned by:

By: 63E7ECE372034E9
Katherine Ross
Its: Mayor

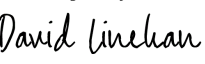
DocuSigned by:

By: B60CAGB4B3EC40E
Reagan Dunn
Its: Board Chair

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DocuSigned by:

By: 3904DE6DBAC64EC
David A. Linehan
Interim City Attorney


DocuSigned by:

By: F1B020A8F179422
Charlotte Archer
Legal Counsel

EXHIBIT A

Flood Prone Parcels for Home Elevation Consideration

1. King County Parcel NO.: 3224089025
2. King County Parcel NO.: 7849200865
3. King County Parcel NO.: 7849201600
4. King County Parcel NO.: 7849202240
5. King County Parcel NO.: 7849201345
6. King County Parcel NO.: 7849202736
7. King County Parcel NO.: 7849200877
8. King County Parcel NO.: 7849200705
9. King County Parcel NO.: 7849700080
10. King County Parcel NO.: 7849200130
11. King County Parcel NO.: 5417600035
12. King County Parcel NO.: 7849200320
13. King County Parcel NO.: 7849202775
14. King County Parcel NO.: 3224089072
15. King County Parcel NO.: 7606200105
16. King County Parcel NO.: 3224089033
17. King County Parcel NO.: 7849201610
18. King County Parcel NO.: 3224089078
19. King County Parcel NO.: 7849202575
20. King County Parcel NO.: 3224089044
21. King County Parcel NO.: 7849201210

22. King County Parcel NO.: 7849200715

23. King County Parcel NO.: 7849202530

24. King County Parcel NO.: 7849202275

EXHIBIT B

Approved Charter and Home Elevation Program Manual

Per Section 2.2., upon the District's approval of the Project Charter, the Project Charter shall be incorporated into this Agreement as the Project's Scope of Work and shall be attached hereto as Exhibit B without further legislative action or amendment to this Agreement.