



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

King County Flood Control District

Boardmembers: Dave Upthegrove, Chair; Reagan Dunn, Vice Chair; Claudia Balducci, Rod Dembowski, Jeanne Kohl-Welles, Kathy Lambert, Joe McDermott, Pete von Reichbauer, Girmay Zahilay

1:00 PM

Tuesday, February 11, 2020

Room 1001

1. **Call to Order**

To show a PDF of the written materials for an agenda item, click on the agenda item below.

2. **Roll Call**

3. **Approval of Minutes of January 14, 2020** **pg3**

Discussion and Possible Action

4. FCD Resolution No. FCD2020-02 **pg 7**

A RESOLUTION approving an interlocal agreement with the City of Renton regarding the Lower Cedar River Flood Risk Reduction Feasibility Study River Mile 0 to 2.7.

5. FCD Resolution No. FCD2020-03 **pg 19**

A RESOLUTION approving an interlocal agreement with the City of Kent regarding real estate appraisals and preliminary designs relating to the Signature Point Levee Improvement Project.

6. FCD Resolution No. FCD2020-04 **pg 29**

A RESOLUTION relating to the organization of the King County Flood Control Zone District, authorizing position descriptions for the King County Flood Control District's Engineer and Budget/Fiscal Analyst, and authorizing the Executive Director to recruit and hire.

7. **Other Business**

8. **Adjournment**



Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).

TDD Number 206-1024.

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.



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King County

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Meeting Minutes

King County Flood Control District

*Boardmembers: Dave Upthegrove, Chair; Reagan Dunn, Vice
Chair; Claudia Balducci, Rod Dembowski,
Jeanne Kohl-Welles, Kathy Lambert, Joe McDermott, Pete von
Reichbauer, Girmay Zahilay*

1:00 PM

Tuesday, January 14, 2020

Room 1001

DRAFT MINUTES

1. **Call to Order**

The meeting was called to order to 1:52 p.m.

2. **Roll Call**

Present: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert,
Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

3. **Approval of Minutes of January 8, 2020**

*Councilmember Dunn moved to approve the minutes of the January 8, 2020, meeting
as presented. Seeing no objection, the Chair so ordered.*

Discussion and Possible Action

*Michelle Clarke, Executive Director, King County Flood Control District, briefed the
Board.*

*Supervisor Dunn made a verbal amendment to amend Line 10, strike "resolved by the
Executive Committee" and insert "moved by the Board of Supervisors".*

4. **FCD Motion No. FCD20-02**

A MOTION authorizing the chair to enter into an amendment to the agreement for Lower Green River
Corridor Plan and PEIS project manager services.

**A motion was made by Supervisor Dunn that this FCD Motion be Passed as
Amended. The motion carried by the following vote:**

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert,
Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

5. [FCD Motion No. FCD20-03](#)

A MOTION authorizing the chair to enter into a Letter of Agreement between the King County Flood Control District and Muckleshoot Indian Tribe regarding the Lower Russell Road Levee Setback Project in Kent, WA.

Ms. Clark briefed the Board on the Lower Russell Levee Setback Project in Kent, WA.

A motion was made by Supervisor Dunn that this FCD Motion be Passed. The motion carried by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

Briefings

6. [FCD Briefing No. FCD2020-B02](#)

2019 Flood Reduction Grant Process Update

Ms. Clark briefed the Board on the 2019 Flood Reduction Grant Process.

This matter was Presented

7. [FCD Briefing No. FCD2020-B03](#)

Flood Hazard Management Plan Update Process

Ms. Clark, briefed the Board on the Flood Hazardous Management Plan Update Process.

This matter was Presented

8. [FCD Briefing No. FCD2020-B04](#)

Potential Funding Streams

The Chair briefed the Board on the Potential Funding Streams.

This matter was Presented

9. **Other Business**

Supervisor Lambert reported that HWY 2 is closed. She suggested that people go prepared.

Supervisor Upthegrove introduced Megan Smith, Deputy Director of Water and Land Use.

10. **Adjournment**

Approved this _____ day of _____

Clerk's Signature

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCD Resolution

Proposed No. FCD2020-02.1

Sponsors

1 A RESOLUTION approving an interlocal agreement with the City
2 of Renton regarding the Lower Cedar River Flood Risk Reduction
3 Feasibility Study River Mile 0 to 2.7.

4 WHEREAS, the lower 2.7 miles of the lower Cedar River, located in the City of
5 Renton ("Renton"), travels through a vital economic area in King County, and

6 WHEREAS, the King County Flood Control District ("the District") and Renton
7 desire assess the feasibility of improving the level of flood protection along the lower
8 Cedar River and evaluate future flood risk mitigation projects ("the Project"), and

9 WHEREAS, the District has included the Project in its CIP and budget, in a total
10 amount of \$499,658, and

11 WHEREAS, Renton has agreed to serve as the District's service provider for the
12 Project;

13 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
14 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL DISTRICT:

15 SECTION 1. The Board of Supervisors approves the Agreement for the Flood

- 16 Risk Reduction Feasibility Study of the Lower Cedar River, River Mile 0 to 2.7,
17 Attachment A to this resolution, and authorizes the chair to sign the agreement.
18

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Claudia Balducci, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement for Lower Cedar River Flood Risk Reduction Feasibility Study

AGREEMENT FOR LOWER CEDAR RIVER FLOOD RISK REDUCTION FEASIBILITY STUDY

River Mile 0 to 2.7

THIS AGREEMENT FOR THE FLOOD RISK REDUCTION FEASIBILITY STUDY OF THE LOWER CEDAR RIVER (“Agreement”), River Mile 0 to 2.7 (“River”), is entered into on the last date signed below by and between the CITY OF RENTON, a Washington municipal corporation (“City”), and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (collectively, the "Parties").

RECITALS

- A. The lower 2.7 miles of the Cedar River (“River”), located in the City of Renton, Washington, traverses a vital area of regional economic significance. King County, Washington, through the Water and Land Resources Division (“WLRD”) of the King County Department of Natural Resources and Parks, as service provider to the District, pursuant to an interlocal agreement with the District, collaborates with the City on providing funding and technical review of improvement projects in the Lower Cedar River system.
- B. The City desires to assess the feasibility of improving the level of flood protection along the River and evaluate future flood risk mitigation projects. The feasibility study, hereafter referred to as the “Project,” would identify potential measures or construction projects that would increase resiliency to floods greater than the 100-year event and identify the most feasible level of flood protection that could be achieved along this River reach. This agreement conveys all work necessary to complete the Project, including but not limited to City project management, consultant project management, data collection, surveying, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations and conceptual drawings.
- C. The City and the District desire to assess the feasibility of additional flood protection improvements along the Lower Cedar River by completing the following studies and reports:
 - a. An Alternatives Screening Report that identifies various scenarios, measures and projects to be explored and evaluated for cost/benefits as

part of this study. This step provides the City and the District the opportunity to review and approve any improvements or measures that the consultant would analyze in further detail.

- b. An Interior Drainage Analysis that would concurrently simulate landward ponding (backwater effects) and river flooding.
 - c. Draft and final versions of the Lower Cedar River Flood Risk Reduction Feasibility Study Report. The final report would include the most feasible level of protection, preliminary cost estimates, alternatives analyses, cost-benefit analysis, any applicable hydraulic modeling results, conclusions and recommendations.
 - d. Other analyses consistent with the scope of the Project and deemed beneficial by the City or the District.
- D. The District desires to authorize and the City desires to complete the Project as soon as possible, in order to determine if further flood protection improvements are feasible and beneficial, and consider programming future improvements into the District’s capital improvement program.
- E. By Resolution FCD 2018-09, adopted on November 5, 2018, the District determined that the flood control improvements included in the Resolution generally contribute to the objectives of the District’s comprehensive plan of development. In that Resolution, the District also approved funding for the Project.

AGREEMENT

Based upon the foregoing, the Parties agree as follows:

- 1. Incorporation of Recitals—Scope of Agreement.
 - a. All recitals above are hereby incorporated and ratified as part of this Agreement.
 - b. This Agreement establishes the terms and conditions for the project initiation, project management, data collection, surveying, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations, conceptual drawings, and other work required for the completion of the Project as that term is defined in the recitals above.

2. Definition of District. Unless provided otherwise in this Agreement, the term “District” hereinafter also shall include WLRD in its capacity as service provider to the District.
3. Lower Cedar River Feasibility Study and Reimbursement.
 - a. The City shall implement the Project in the area shown on Exhibit A, attached hereto and incorporated herein by reference on accordance with this Agreement. In this agreement, the term “Project” or “Feasibility Project” shall apply to the Lower Cedar River Flood Risk Reduction Feasibility Study.
 - b. The Project Charter was approved by the District on February 19, 2019, and is provided as Exhibit B.
 - c. This Project does not require any local, state, or federal permits.
 - d. The Project will primarily take place on City property or right-of-way and does not require any special use permits, construction easements or property acquisitions. Access to private properties for data collection or survey may be needed (e.g. Riviera Apartments), and would be coordinated by the City or its consultant.
 - e. The Parties acknowledge and understand that as of the effective date of this Agreement, all of the estimated cost of the Feasibility Project is included in the District’s 2019-2024 six-year CIP budget. The District reserves the right to terminate this Agreement, and the City shall immediately terminate work upon receipt of notice to terminate; provided, that until substantial completion of the Project, the District shall continue to accept and review City requests for reimbursement up to the amount of funds appropriated in an approved District budget or this Agreement.
 - f. The City’s cost and expense for the Feasibility Project shall be reimbursed pursuant to the procedures, requirements and restrictions of the Reimbursement of City Expenditures paragraph below.
4. District Review of Feasibility Study. Under District resolution FCD 2016-22, the District requires that any jurisdiction implementing a capital project shall comply with WLR’s Project Management Manual. The jurisdiction shall submit a project charter for review and approval by the District’s Executive Committee, and shall

request prior approval from the District's Executive Committee for initiation of the Project. The City shall provide to the District a schedule of the material and significant events and actions for the Project, which events and actions shall include, but not be limited to, data collection, hydraulic and hydrologic modeling, alternatives screening and analysis, preliminary cost estimates, feasibility assessment, conclusions, recommendations and conceptual drawings. The City shall not proceed to the next milestone until the District has reviewed interim products consistent with its Capital project review protocols. The District shall submit any comments within thirty days of receipt of the documents.

5. District Inspections. The District shall have the right to inspect the City's project area.
6. Contracts for Levee Work. No levee improvements will be constructed as part of this Project.
7. Retention and Review of Documents. The City shall submit to the District the final report of this Project, in a form and with detail required by the District. The City agrees to maintain documentation of all planning, modeling, analysis, and design of the Project sufficient to meet 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 shall be made available to the District for review and/or independent audit upon request.
8. District Costs and Expenses
 - a. The District's budgets for 2019, 2020, and 2021 include a total of \$499,658 for the Lower Cedar River Flood Reduction Feasibility Study. The Project costs covered under this Agreement shall not exceed \$499,658 without amendment of the District's budget or approval of such amount in a future annual District budget.
9. Reimbursement of City Expenditures.
 - a. No more than once a quarter, the City shall submit requests for reimbursement of City costs and expenses incurred on or after August 1, 2019 for the Project. 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.

- b. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. 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 the approved reimbursement to the City within forty-five days of the City's request.
 - c. The District may postpone review of a City request for reimbursement where all or any part of the request is 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 inaccurate or incomplete in the opinion of the District, the dispute shall be resolved in accordance with paragraph 17 below. After resolution of the dispute, the District shall provide reimbursement as provided in this paragraph 9.
 - d. 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
- 10. Compliance with Laws and Regulations. The City shall be responsible for compliance with all applicable laws and regulations, and for obtaining all required permits, approvals and licenses in connection with the Project.
 - 11. Impact on Other Reaches or Segments. This Project will not impact any other reaches or segments of the Cedar River, considering that it is a feasibility study.
 - 12. Duration—Effective Date. This Agreement shall take effect on the date on which the second party signs this Agreement, and shall remain in effect until the Feasibility Study is deemed complete under the scope of work and submittal agreements.
 - 13. 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.

14. Liens and Encumbrances. The City acknowledges and agrees that it will not cause or allow any lien or encumbrance arising from or related to the Feasibility Study authorized by 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.
15. Indemnification. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the District and King County, and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, losses, costs, reasonable attorney fees and expenses, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of, or as a consequence of, the Feasibility Study under this Agreement. As to all other obligations under this Agreement, 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, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing these 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 City 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. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

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.

16. Insurance. Each Party recognizes that the other is self-insured and accepts such coverage for liability arising under this Agreement. Should any Party choose not to self-insure, that Party shall maintain and keep in full force and effect a policy of general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an additional excess liability policy of not less than Ten Million Dollars (\$10,000,000) and will provide the other Party with a certificate of insurance and additional insured endorsement that will name the other Party as an additional insured.
17. Dispute Resolution. The Parties will seek to resolve any disputes under this Agreement as follows:
 - a. For disputes involving cost reimbursements or payments, as provided for in paragraph 6 above, 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.
 - b. 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.
 - c. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this paragraph 17.
18. Entire Agreement; Amendment. This Agreement, together with Exhibit A, 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.
19. Binding Nature. The rights and duties contained in this Agreement shall insure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.
20. 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. 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: Ronald Straka, Utility Systems Director
1055 S Grady Way, 5th Floor
Renton, WA 98057
Phone: (425) 430-7239
Email: RStraka@rentonwa.gov

To District: Michelle Clark, Executive Director
516 Third Avenue, Room 1200, W-1201
Seattle, WA 98104
Phone: (206) 477-2985
Email: Michelle.Clark@kingcounty.gov

Any Party may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party.

21. Authority. The undersigned warrant that they have the authority duly granted by their respective legislative bodies to make and execute this Agreement.

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

CITY OF RENTON

**KING COUNTY FLOOD CONTROL
ZONE DISTRICT**

By: _____

Armondo Pavone

Its: Mayor

DATE: _____

By: _____

Dave Upthegrove

Its: Board Chair

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

City Attorney

By: _____

Legal Counsel

Attest

Jason A. Seth
City Clerk

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

FCD Resolution

Proposed No. FCD2020-03.1

Sponsors

1 A RESOLUTION approving an interlocal agreement with the City
2 of Kent regarding real estate appraisals and preliminary designs
3 relating to the Signature Point Levee Improvement Project.

4 WHEREAS, the Signature Pointe Levee ("the Levee") is a key part of the Green
5 River levee system, and

6 WHEREAS, the District desires to improve the Levee ("the Project") to provide
7 improved flood protection and scour protection, to enable certification and secure
8 necessary land rights, and

9 WHEREAS, the District Executive Committee selected the District's preferred
10 alternative for the Project at the August 23, 2019, Executive Committee meeting, and

11 WHEREAS, the District has included the Project in its 2020 budget, in the
12 amount of \$1,445,000, and

13 WHEREAS, the City of Kent has agreed to complete real estate appraisals and
14 prepare preliminary design, and

15 WHEREAS, the District and the City of Kent ("the Parties") desire to complete
16 the real estate appraisals and preliminary design as soon as practicable and within the
17 year 2020;

18 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
19 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL DISTRICT:

20 SECTION 1. The Board of Supervisors approves the Agreement Regarding Real
21 Estate Appraisals and Preliminary Designs, Signature Pointe Levee Improvement Project,
22 River Mile 21.7 to 23.2, Right Bank, Attachment A to this resolution, and authorizes the
23 chair to sign the agreement.
24

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Claudia Balducci, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Signature Pointe Levee - Real Estate Appraisals and Preliminary Designs

**AGREEMENT REGARDING
REAL ESTATE APPRAISALS AND PRELIMINARY DESIGNS**

Signature Pointe Levee Improvement Project

River Mile 21.7 to 23.2, Right Bank

THIS AGREEMENT is made and entered into on the last date signed below, by and between the CITY OF KENT, a municipal corporation of the State of Washington (“City”), and KING COUNTY FLOOD CONTROL DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (collectively, the "Parties").

RECITALS

A. The Signature Pointe Levee (“Levee”) is a key part of the Green River levee system. The District desires to improve the Levee to provide improved flood protection and scour protection, enable certification and FEMA accreditation, and secure necessary land rights for river bank protection and other flood related works (the Levee improvement will hereafter be referred to as the “Project”). The area of the Project is the right bank of the Green River from River Mile 21.7 to 23.2.

B. King County, Washington, through its Water and Land Resources Division of the Department of Natural Resources and Parks, as service provider to the District pursuant to an interlocal agreement, manages, operates, and maintains a major portion of the Green River levee system.

C. The District has included the Project on its 2020-2025 Six Year CIP Projects Allocations List, and budgeted \$1,445,000 in its 2020 Capital Budget for real estate appraisals and preliminary designs. The District has also forecasted on its 2020-2025 Six Year CIP Projects Allocations List, \$26,777,500 in 2021 and \$26,777,500 in 2022 for the Project to acquire all necessary real estate, complete the designs, obtain all permits, and to construct and complete the Project. The Parties desire to construct the Project as soon as possible, with an optimistic goal of commencing construction in the year 2021. However, before construction can commence, the necessary real estate acquisition and design must be completed.

D. At the District's request and on its behalf, the City has agreed to complete real estate appraisals and prepare preliminary designs. The real estate appraisals process may include without limitation; appraisals, review appraisals, title research, and other required real estate activities with the goal of pursuing fee title, permanent restrictive easements, or temporary construction easements as the Parties may agree are necessary for the Project. The City will also

complete analysis of potential impacts and damages to properties along the levee alignment, from the Riverbend Golf Complex to Washington Avenue. The real estate appraisals and damage analysis completed under this Agreement will not include the Ostrovsky and Dejbod parcels (APN 5436200851 and 5436200841), which the City is acquiring at its own costs. Preparation of preliminary designs may include without limitation; development of plans, field reconnaissance, topographic survey, environmental reports and documentation, geotechnical, structural and hydraulic engineering, and other technical studies the Parties may agree are necessary for the Project. The Parties goals are to complete the real estate appraisals and preliminary designs as soon as practicable and within the year 2020.

AGREEMENT

1. Incorporation of Recitals: All recitals above are hereby incorporated in and ratified as part of this Agreement. The District Executive Director or designee shall have all discretion and right to perform the functions of the District in this Agreement, unless otherwise provided in this Agreement.

2. Term-Effective Date:
 - a. This Agreement will be effective when the second party signs.

 - b. The term of this agreement shall run and shall remain in effect until all terms of this Agreement are completed or four (4) years from the effective date of this Agreement, whichever occurs first.

3. Project Description and Specifications
 - a. The project is a replacement of the existing levee and revetment on the right bank of the Green River from River Mile 21.7 to 23.2 (which extends from the west end of the Riverbend Golf Complex Driving Range to the Washington Ave South bridge), commonly referred to as the Signature Pointe Levee Project (“Project”). The Project is described briefly and depicted in the Alternative Analysis study commissioned by the District, prepared by the City and presented to the District Executive Committee at its meeting on August 26, 2019.

 - b. The height of the existing levee will be increased to achieve the Lower Green River System-Wide Improvement Framework's provisional flood protection goal of 0.2% annual chance (500-year) or 18,800 cfs (as measured at Auburn USGS gage), plus a minimum of three (3) feet of freeboard.

4. Project Responsibility and General Requirements
 - a. The City will prepare appraisal reports and complete analyses of property impacts and damages, and preliminary designs, in accordance with all applicable laws, regulations,

standards and guidelines, including without limitation the following:

- i. District resolutions and policies;
- ii. Landscape architecture and engineering design standards and guidance;
- iii. Terms and conditions of agreements that relate to the real property on which the Project will be constructed;
- iv. U.S. Army Corps of Engineers and FEMA design guidance and standards regarding structural design of flood protections system (levees and floodwalls); and
- v. Project plans and specifications.

b. In designing the project, the Levee shall meet the following minimum Factors of Safety (FS) for potential slope failure mechanisms when determined by the methodologies described in USACE Publications EM 1110-2-1902 and EM 1110-2-1913, as follows:

- | | |
|--------------------------------------|--------|
| • End of Construction | FS=1.3 |
| • Steady State at full stage | FS=1.2 |
| • Steady state at intermediate stage | FS=1.2 |
| • Seepage and Heaving: | FS=1.2 |
| • Rapid Drawdown from full stage: | FS=1.4 |
| • Seismic: | FS=1.0 |

c. The preliminary designs shall include 30% plans, specifications and cost estimates. The City agrees to maintain documentation of all planning, design, construction and inspection of the Project sufficient to meet 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 reasonably requested by the District. City contracts and internal documents shall be made available to the District for review and/or independent audit upon request. The designs shall include all flood protection facilities and other environmental or recreation required by the project or requested by the District.

5. District Review of Project Plans and Specifications. The City shall provide to the District a schedule of the events and actions the City believes are material and significant for design and bidding of the Project, including 30% PS&E, 60% PS&E, 90% PS&E, 100% or final

PS&E and the invitation to bid. The City shall submit the preliminary phase of PS&E to the District and allowed the District at least 30 days to review and comment on that phase of PS&E. If the District fails to comment within this 30-day time period, that failure shall be interpreted as the District's approval of the PS&E. The District may request more time for review or to ask questions. The City will incorporate all changes requested by the District or provide reasons for not incorporating those changes.

6. Reimbursement of City Expenditures –General:

a. As provided for in this Agreement, the District will reimburse the City all costs and expenses incurred by the City to prepare real estate appraisals and preliminary designs ("City Costs") The maximum reimbursement for City costs currently authorized through this Agreement is \$1,445,000. However, the parties understand that the market rate for Real Property is in a constant state of flux and appraisals have a limited useful life. Therefore, the parties agree and understand that this maximum reimbursement amount may be insufficient to prepare real estate appraisals and to complete preliminary designs, consequently, to fully reimburse the City for its actual costs incurred, in the event it appears this budget amount will be insufficient to complete the work authorized under this Agreement, the parties agree to negotiate in good faith to amend the Project budget or redefine the Project as the parties mutually agree is necessary. In such an event, the City's Mayor and the District's Executive Director are authorized to execute an amendment to this Agreement to amend the Project budget or redefine the Project up to an additional amount of \$100,000. Any increases beyond this amount will require an amendment to this Agreement and may require additional approval of the Kent City Council and the King County Flood Control District's Board of Supervisors.

b. Reimbursement requests for City Costs incurred in accordance with this Agreement may be submitted by the City on a no more frequent basis than once a month. The request shall be in a form and shall contain information and data as required by the District. Upon receipt of a request for reimbursement, the District may request the City to provide a status or progress report concerning all acquisitions of Real Property that are not the subject of the request. The District may delay payment until receipt of this report.

c. The District shall review the requests to confirm that they are reimbursable and payable under this Agreement. The District shall endeavor to complete such review and pay the reimbursement within forty-five (45) days of receipt of a request.

d. The District may postpone review of a City request for reimbursement where all or any part of the request is 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 inaccurate or incomplete in the reasonable opinion of the District, the dispute shall be resolved in accordance with Section 10 of

this Agreement. After resolution of the dispute, the District shall provide reimbursement as provided in this Section.

e. The District may also postpone payment of any portion of a request for reimbursement where the City is delinquent in the submittal, preparation, or completion of any document, work, or services required by this Agreement and related to the Real Property that is the subject of the request for reimbursement.

f. This section pertains to information the City may need to submit to the District with its reimbursement request for processing. However, nothing in this Section shall be interpreted as releasing the District from any obligation to pay the actual costs or expenses incurred by the City in appraising the Real Property or preparing preliminary designs when that cost or expense was approved by the District or as otherwise authorized by this Agreement.

7. 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.

8. 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 or the District. If such lien or encumbrance is so placed, King County or the District shall have the right to remove such lien and charge the costs of such removal to the City. If there are pre-existing encumbrances which are required to be removed by the City in order to construct the Project, the costs will be reimbursable by the District as described in this Agreement.

9. Indemnification. To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties and liability of any kind, including injuries to persons or damages to property, arising out of or relating to any negligent acts, errors or omissions of the indemnifying Party and its contractors, agents, employees and representatives in performing these obligations under this Agreement, unless such damages and injuries to persons or property are caused by or result from the sole negligence or willful misconduct of the District or its contractors, employees, agents, or representatives, or the City 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. This indemnification provision shall not be construed as waiving any immunity granted to the City, the District, or King County, under state statute, including chapters 86.12 and 86.15 RCW, as to any other entity.

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.

10. Insurance: Each Party recognizes that the other is self-insured and accepts such coverage for liability arising under this Agreement. Should any Party choose not to self-insure, that Party shall maintain and keep in full force and effect a policy of general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence with an additional excess liability policy of not less than Ten Million Dollars (\$10,000,000) and will provide the other Party with a certificate of insurance and additional insured endorsement that will name the other Party as an additional insured.

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

a. For disputes involving cost reimbursements or payments, as provided for in Section 3 above, 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.

b. If the foregoing does not result in resolution and for all other disputes, the Parties may mutually select any informal means of resolution and ultimately seek resolution within the Superior Court for King County, Washington.

c. Each Party will be responsible for its own costs and attorney's fees in connection with the dispute resolution provisions of this Section.

12. Entire Agreement: Amendment. This Agreement 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.

13. Binding Nature. The rights and responsibilities contained in this Agreement shall inure to the benefit of and are binding upon the Parties and their respective successors in interest and assigns.

14. 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: _____
Dana Ralph
Its: Mayor

By: _____
Dave Upthegrove
Its: Board Chair

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
District Attorney



Signature Report

FCD Resolution

Proposed No. FCD2020-04.1

Sponsors

1 A RESOLUTION relating to the organization of the King
2 County Flood Control Zone District, authorizing position
3 descriptions for the King County Flood Control District's
4 Engineer and Budget/Fiscal Analyst, and authorizing the
5 Executive Director to recruit and hire.

6 WHEREAS, the King County Flood Control Zone District Board of Supervisors
7 has determined that the King County Flood Control Zone District ("the District") requires
8 staff support from employees directly employed by the District, and

9 WHEREAS, pursuant to the District's Operating Rules and Procedures, job
10 descriptions for new positions must be approved by the Board of Supervisors; and

11 WHEREAS, as the needs of the District expand, the Board desires to employ an
12 Engineer and Budget/Fiscal Analyst to advise the Board;

13 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE KING
14 COUNTY FLOOD CONTROL ZONE DISTRICT:

15 SECTION 1. The Board of Supervisors for the King County Flood Control Zone
16 District authorizes the position description for the Engineer attached hereto as
17 Attachment A and adopted herein by this reference.

18 The Board of Supervisors for the King County Flood Control Zone District
19 authorizes the position description for the Budget/Fiscal Analyst attached hereto as

20 Attachment B and adopted herein by this reference.

21 The Executive Director of the District is authorized to implement the recruitment

22 and hiring of these positions, in accordance with the District's rules and procedures.

23

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Claudia Balducci, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. FCD Chief Engineer, B. FCD Fiscal Budget Analyst

King County Flood Control District

Position Description

Position: Chief Engineer	FLSA: salaried, overtime exempt
Board Approved:	Salary Grade:
Updated:	

Summary

Under direction of the Executive Director, oversees and reviews technical engineering, project and program work from services providers who implement river and floodplain management projects and programs on behalf of the King County Flood Control District. The Chief Engineer is a salaried, at-will, overtime exempt classification. This position reports to the Executive Director, but is responsive to all members of the Board of Supervisors.

Essential Duties and Responsibilities

Provide engineering review, technical oversight and quality control for the implementation of river and floodplain management capital improvement projects and operating work programs.

Provide Licensed Engineer's signature and stamp on project designs for consistency with principles for standard engineering practice, when required.

Independently perform complex professional engineering and environmental assignments in river and floodplain management.

Direct personnel in the oversight and inspection of construction of river and floodplain management projects, including revetment, levee, floodwall or floodplain reconnection capital projects or repairs.

Work in close coordination with service providers in the technical and quality engineering review of capital improvement projects to apply accepted design and engineering standards.

Review approval of design and construction contract documents.

Work with service providers, local jurisdictions, tribes, and other parties to identify and prioritize projects and programs for implementation within King County.

Coordinate capital project implementation, and provide oversight role on capital projects being done for the Flood Control District.

Develop and maintain positive ongoing internal and external relationships with cities, residents, stakeholders, and local, state and federal agencies.

Maintains confidentiality of work-related issues and District information.

Qualifications

Knowledge and Experience

Knowledge of environmentally sensitive techniques used in river and floodplain management projects in the Pacific Northwest, such as bioengineering approaches for bank stabilization, incorporating riparian vegetation, and use of large wood in bank repairs and engineered logjams.

Knowledge and experience in scour and bank slope stability analyses as related to river facilities, e.g., levees and revetments.

Experience conducting field reconnaissance, and river facility inspections and

assessments.

Knowledge and understanding of geomorphic processes and sediment transport.

Experience in the preparation of engineering plans and specifications, detailed project quantities and cost estimates, and construction procurement bid packages. Experience directing the use of drafting and mapping software, such as AutoCAD and ArcGIS, for development of engineering drawings.

Experience in preparing analytical and design reports and making presentations to a wide variety of audiences;

Knowledge and experience in intergovernmental and tribal relations, legislative processes and policy issues. Knowledge and understanding of local, state and federal permitting requirements.

Knowledge and experience in the application of floodplain management policies and associated county, state and federal floodplain management regulations.

Experience interpreting flood and channel migration hazard mapping, including Flood Insurance Rate Maps and Studies.

Abilities

Ability to perform workload management, resource utilization, budget and schedule development for capital projects during planning, design, contracting, construction management, and operations and maintenance phases.

Demonstrated ability to communicate technical information effectively, in writing and verbally, with staff, consultants, business and professional groups, and landowners.

Maintain confidentiality, discretion and situational awareness for effective performance.

Proficiency with PC including Microsoft Office Products, experience with other application software is desirable.

Physical Abilities

Requires the ability to conduct physical site inspections and evaluation, including times of inclement weather conditions. There is often a need to walk on uneven terrain, for extended periods of time. Field conditions include brushy, forested environments; river, stream and wetland corridors; and slippery, uneven surfaces and dynamic conditions in the outdoors.

Requires the ability to function indoors engaged in work of primarily a sedentary nature.

Requires the ability to sit for extended periods of time to accomplish deskwork.

Requires sufficient arm, hand, and finger dexterity in order to use a personal computer keyboard, multi-media presentation, and other office equipment.

Requires normal hearing and speaking skills to communicate in one-on-one and group settings.

Requires visual acuity to read printed materials and computer screens.

Education and Experience

*King County Flood Control District: Chief Engineer
Page 2 of 3*

Registration as a professional engineer (P.E.) in the State of Washington or if licensed in another state, must be eligible for professional engineering licensure by comity

At least seven years of increasing responsibility in the application of river channel hydraulics and modeling, slope stability analysis, bank stabilization and levee design, project and construction management, permitting, and cultural resources requirements.

Bachelor of Science from an accredited college or university in civil engineering, specifically in the area of hydraulic engineering or river mechanics, or environmental engineering OR an equivalent combination of education and experience that provide the necessary knowledge, skills, and abilities to perform the described duties.

Master of Science in civil engineering specifically in the area of hydraulic engineering or river mechanics, or environmental engineering is highly desirable.

Licenses and Certificates

Require a valid driver's license, and ability to travel throughout King County in a timely manner.

Working Conditions

Work is primarily performed in an office environment, with occasional time spent in the field. Heavy workloads, deadline pressure and interruptions due to changing priorities are not uncommon.

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King County Flood Control District

Position Description

Position: Fiscal/Budget Analyst	FLSA: salaried, overtime exempt
Board Approved:	Salary Grade:
Updated:	

Summary

Under direction of the Executive Director, manages and coordinates development, implementation and monitoring of the District's annual operating and capital budgets, capital improvement plan and staffing levels. In addition to monitoring actual financial performance by comparing to budgetary projections, the position analyzes and interprets variances and prepares a variety of custom and standard reports and analysis, with recommendations, on financial data to support monitoring and decision making by Board of Supervisors. The Fiscal/Budget Analyst is a salaried, at-will, overtime exempt classification. This position reports to the Executive Director, but is responsive to all members of the Board of Supervisors.

Essential Duties and Responsibilities

Manages the development, implementation and monitoring of the District's annual operating and capital budget and capital improvement plan; including document preparation.

Performs fiscal analysis on a variety of issues in support of and to facilitate budgetary decision making.

Assesses fiscal impacts of alternative budget policies; new federal, state and local legislation; and administrative actions. Advises Board of Supervisors and District staff of those findings and alternatives pertaining to state code, policies and procedures and provides recommendations.

Prepares and presents written and oral presentations for Board of Supervisors and Executive Committee meetings, budget workshops and Advisory Committee meetings.

Prepares short and long-term financial forecasts, estimates and monitors the financial condition of the District. Leads revenue and expenditure forecasting based on current and economic trends, historical data and advises others of those findings.

Analyzes actual operating results including payroll throughout the year and compares to projected performance. Interprets data and presents results to the Finance Director and Mayor.

Monitors and analyzes short and long-term trends of budgeted revenues and expenditures to determine future problems or opportunities facing District operations. Develops options and makes recommendations to ensure that fiscal responsibility, control, and well-being are maintained.

Implements the adopted budget; coordinates and prepares budget amendments as required during the year, including coordination of the annual carryover process.

Provides financial data and analysis on special requests from elected officials and District staff on current and proposed projects and programs. Interprets results and formats to facilitate decision making.

Makes recommendations for efficiencies, strengthening internal controls, process changes and policy and procedure amendments as necessary.

Demonstrates the effects of alternative decision options by using financial modeling, studies and analysis.

Provides technical expertise to the District and outside agencies. May represent the District at meeting with outside agencies.

Manages existing account structure and update financial system chart of accounts in accordance with BARS.

Provides financial support, advice, and guidance to the District.

May be assigned finance or administrative support projects by the Executive or Deputy Executive Director.

Maintains confidentiality of work-related issues and District information.

Qualifications

Knowledge and Skills

General business and financial management practices needed to operate effectively in the District's business environment including finance administration, budget preparation and control and revenue projection principles.

Strong knowledge of municipal government budgetary principles, practices, operations and procedures and revenue projection principles.

State of Washington Budgeting, Accounting and Reporting System (BARS) as it relates to municipal budgets and annual financial reporting in Washington State.

Theory, principles and practices of Generally Accepted Accounting Principles (GAAP).

General business and payroll processing practices needed to operate effectively in a general business environment.

Proficiency with PC including Microsoft Office Products, experience with other application software is desirable.

Abilities

Perform budget, financial, research and administrative duties under little supervision with regular opportunity to apply independent judgment.

Accurately interpret and apply federal, state and local policies, laws and regulations.

Ability to set objectives and prioritize workflow in such a way that the overall goals of the District are met.

Use report writing software to develop custom reports as needed for the District.

Gather, organize and analyze large amounts of data accurately.

Work efficiently in a fast-paced work environment subject to interruptions and unexpected top priority assignments.

Show initiative in performing job functions and manage tasks and time effectively to meet rigid schedules and multiple demanding timelines.

Communicate effectively both orally and in writing.

Communicate complex financial information to a variety of audiences.

Maintain confidentiality, discretion and situational awareness for effective performance.

Effectively use Microsoft Office products such as Word and Excel.

Physical Abilities

Requires the ability to function indoors engaged in work of primarily a sedentary nature.

Requires sufficient ambulatory ability to move about office environs and outside locations.

Requires the ability to sit for extended periods of time to accomplish deskwork.

Requires sufficient arm, hand, and finger dexterity in order to use a personal computer keyboard, multi-media presentation, and other office equipment.

Requires normal hearing and speaking skills to communicate in one-on-one and group settings.

Requires visual acuity to read printed materials and computer screens.

Education and Experience

The position typically requires graduation from an accredited four-year college or university with a degree in accounting, finance, business or public administration, or a closely related field, and at least five (5) years finance experience in accounting or finance work. Experience in budget management is preferable.

Licenses and Certificates

Require a valid driver's license.

Working Conditions

Work is performed indoors where minimal safety considerations exist.

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