

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR THE
SOUTH PARK INTERIM FLOODING PREPAREDNESS AND RESPONSE PROGRAM**

THIS AMENDMENT NO. 1 to the Agreement Regarding the South Park Interim Flooding Preparedness and Response Program (“Amendment No. 1”) is entered into on the last date signed below, by and between the CITY OF SEATTLE, 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. Pursuant to FCD Resolution FCD2024-03 and City of Seattle Ordinance No. 127057, the Parties entered into an Interlocal Agreement for the SOUTH PARK INTERIM FLOODING PREPAREDNESS AND RESPONSE PROGRAM (“Agreement”) effective September 23, 2024.

B. The Agreement concerned the South Park Interim Flooding Preparedness and Response Program (the “Project”) and authorized the City to:

- a. Acquire six pumps;
- b. Acquire an operations staging trailer;
- c. Oversee and implement the interim flood preparedness and response program, including the purchase of flood barrier materials, equipment and supplies; project management and oversight; storing, staging, and mobilizing, demobilizing, and maintaining the temporary equipment and supplies for the temporary and semi-permanent flood barriers; deploying, operating, and maintaining the pumps; deploying community sandbags; and obtaining required permits and approvals; and
- d. Support community preparedness, including the development of South Park-specific communication materials to increase an understanding of the flood risks in the South Park neighborhood, development of culturally appropriate public education and outreach of the flood risk in the South Park neighborhood, and engaging residents to provide input into near- and long-term flood risk reduction strategies.

C. The Project is located in the South Park neighborhood of Seattle, adjacent to the Duwamish River.

D. As set out in the Agreement, the District agreed to reimburse the City for its actual costs incurred in completing the tasks described in the Agreement up to a maximum allowable reimbursement amount of \$2,041,000. Since the Agreement’s execution, the City identified increased costs necessary to perform the scope of work for the Project set out in the Agreement. The City has determined that the maximum allowable reimbursement amount authorized by the Agreement will be insufficient to reimburse the City for its estimated actual costs incurred to effectuate the Project.

E. The District adopted its 2025 Budget via FCD Resolution FCD2024-12 on November 19, 2024, authorizing a continued partnership with the City for the Project, and increasing funding for the Project by \$1,320,615 for a new total Project budget of \$3,361,615 (including all monies paid prior to the adoption of FCD Resolution FCD2024-12).

F. The District adopted its 2026 Budget via FCD Resolution FCD2025-12 on November 12, 2025, authorizing a continued partnership with the City for the Project, and increasing funding for the Project by \$1,300,000 for a new total Project budget of \$4,661,615 (including all monies paid prior to the adoption of FCD Resolution FCD2024-12).

G. The parties desire to amend the Agreement to incorporate the additional funding allocation and associated terms. The additional funding allocation is intended to compensate the City for those reasonable City costs and expenses for the Project described in the Agreement, as amended. This new total maximum reimbursement amount applies to all costs and expenses paid to the City prior to this Amendment, as well as work subsequent thereto.

AMENDMENT

NOW THEREFORE, in consideration of the mutual interest, desire, and promises of the parties and other good and valuable consideration, the Parties agree as follows:

1. Recitals Incorporated. All recitals above are hereby incorporated in and ratified as part of this Amendment No. 1.
2. Amendment. The Agreement is hereby amended as follows:
 - a. In Section 2 of the Agreement, the maximum reimbursement for City costs and expenses is increased from two million and forty-one thousand dollars and no cents (\$2,041,000) to four million six hundred sixty-one thousand six hundred fifteen dollars and no cents (\$4,661,615); and
 - b. In Section 2.1 of the Agreement, the amount of \$1,786,000 is replaced with \$4,406,615; and
 - c. In Section 2.1.3 of the Agreement, the amount of \$1,130,000 is replaced with \$3,750,615.
 - d. In Section 3.3 of the Agreement, a new third sentence is added, as follows, in between "\$2,041,000.00." and "To": "Additional Funds of \$1,320,615.00 were appropriated in the District's 2025 Budget, bringing the total up to \$3,361.615.00, and additional funds of \$1,300,000.00 were appropriated in the District's 2026 Budget, bringing the total up to \$4,661,615."

IN WITNESS WHEREOF the Parties have executed this Amendment No. 1, which shall become effective on the last date signed below.

KING COUNTY FLOOD CONTROL ZONE DISTRICT CITY OF SEATTLE, SEATTLE PUBLIC UTILITIES

By: _____
Reagan Dunn, Chair
Date: _____

By: _____
Andrew Lee, CEO/General Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Charlotte Archer, District Legal Counsel
Date: _____