



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda

King County Flood Control District

*Boardmembers: Reagan Dunn, Chair; Sarah Perry, Vice Chair;
Claudia Balducci, Jorge L. Barón, Rod Dembowski,
Teresa Mosqueda, De'Sean Quinn,
Pete von Reichbauer, Girmay Zahiray*

1:30 PM

Tuesday, September 9, 2025

Hybrid Meeting

The King County Flood Control District will be holding a Hybrid Meeting. You may attend the meeting in person in Council Chambers (Room 1001, 516 3rd Avenue in Seattle), or through remote access.

The Flood Control District values community input and looks forward to hearing from you.

HOW TO PROVIDE PUBLIC TESTIMONY:

1. In person: You may attend the meeting in person in the King County Courthouse Council Chambers.
2. By email: You may testify by submitting a COMMENT EMAIL to info@kingcountyfloodcontrol.org or filling out the General Contact Form at the bottom of the page on the Flood District's webpage: <https://kingcountyfloodcontrol.org/contact-us/>

If your comments are submitted before 10:00 a.m. on the day of the Flood meeting, they will be distributed to the Supervisors and appropriate staff prior to the meeting. Comments submitted after 10:00 a.m. will be distributed after the meeting.

3. Remote attendance on the Zoom Webinar: Paste the following link into the address bar of your web browser: <https://kingcounty.zoom.us/j/83034071240>
4. Join by telephone: Dial: +1 253 215 8782
Webinar ID: 830 3407 1240)



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
TTY Number - TTY 711.
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



HOW TO LISTEN TO THE MEETING:

Stream online: input the following web address into your browser:
<https://king-county-tv.cablecast.tv/watch-now?site=1>

Watch King County TV - Xfinity Channels 322 (HD) / 22 (SD) or Astound Broadband Channels 711 (HD) / 22 (SD)

Listen to the meeting by telephone – See "Join by telephone" above.

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 July 8, 2025 pg 4****4. Additions to the Agenda****5. Public Comment****Items for Final Action by the Board of Supervisors****6. FCD Resolution No. FCD2025-09 pg 9**

A RESOLUTION relating to the operations and finances of the King County Flood Control Zone District; authorizing the expenditure of District funds for projects and activities in accordance with the Steve Bleifuhs Memorial Flood Reduction Grant Program.

Public Hearing Required

7. FCD Resolution No. FCD2025-10 pg 27

A RESOLUTION of the Board of Supervisors of the King County Flood Control Zone District authorizing King County to execute real property covenants on certain real property associated with the King County Flood Control District's Home Buyout and Elevation Program.



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8. FCD Motion No. FCD25-03 pg 65

A MOTION declaring the King County Flood Control District's commitment to integrated floodplain management and multibenefit projects and to the principles of environmental stewardship, equity and social justice and environmental justice; and establishing how the District prioritizes capital projects utilizing a "worst-first" paradigm arranging flood risk reduction projects based on an assessment of risk, severity, and consequence.

9. FCD Motion No. FCD25-04 pg 77

A MOTION authorizing the Chair to enter into a professional services agreement with Inslee, Best, Doezie & Ryder, P.S. for legal consulting services.

Other Business**Adjournment**

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King County

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516 Third Avenue
Seattle, WA 98104

Meeting Minutes

King County Flood Control District

*Boardmembers: Reagan Dunn, Chair; Sarah Perry, Vice Chair;
Claudia Balducci, Jorge L. Barón, Rod Dembowski,
Teresa Mosqueda, De'Sean Quinn,
Pete von Reichbauer, Girmay Zahilay*

1:30 PM

Tuesday, July 8, 2025

Hybrid Meeting

REVISED AGENDA - ADDED ITEM 11 DRAFT MINUTES

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Listen to the meeting by telephone – See "Join by telephone" above.

1. Call to Order

The meeting was called to order at 2:09 p.m.

2. Roll Call

Present: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Quinn, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

3. Approval of Minutes of May 13, 2025

Vice Chair Perry moved to approve the minutes of the May 13, 2025, meeting as presented. Seeing no objection, the Chair so ordered.

4. Additions to the Agenda

Item 11 was added to the agenda.

5. Public Comment

No one signed up to provide public comment.

6. Approval of Invoices

Vice Chair Perry moved approval of the following invoices. The motion carried.

Water and Land Resources Division (\$4,274,635.97)

King County Council (\$109,023.00)

AndiSites (\$149.00)

Francis & Co. (\$9,347.50)

Inslee Best (\$2,304.00)

Lund Consulting (\$9,089.00)

Parametrix (\$44,124.33)

WA State Auditor (\$695.50)

Wallace Wilkins (\$3,552.50)

Items for Final Action by the Board of Supervisors

7. FCD Resolution No. FCD2025-06

A RESOLUTION relating to the operation and finances of the King County Flood Control Zone District; adopting a revised 2025 budget, operating budget, capital budget, six-year capital improvement program for 2025-2030; and amending Resolution FCD2024-12, Section 1.

Michelle Clark, District Executive Director, briefed the Board and answered questions.

Vice Chair Perry moved Striking Amendment S1. The motion carried.

A Public Hearing was held and closed. A motion was made by Vice Chair Perry that this FCD Resolution be Passed as Amended. The motion carried by the following vote:

Yes: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Quinn, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

8. FCD Resolution No. FCD2025-07

A RESOLUTION relating to the operations and finances of the King County Flood Control Zone District; authorizing the expenditure of District funds for projects and activities in Water Resource Inventory Areas 7 (Snoqualmie Watershed portion) 8, 9 and 10 (King County portion).

Michelle Clark, District Executive Director, briefed the Board and answered questions.

A Public Hearing was held and closed. A motion was made by Vice Chair Perry that this FCD Resolution be Passed. The motion carried by the following vote:

Yes: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Quinn, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

9. FCD Motion No. FCD25-03

A MOTION declaring the King County Flood Control District's commitment to integrated floodplain management and multibenefit projects and to the principles of environmental stewardship, equity and social justice and environmental justice; and establishing how the District prioritizes capital projects utilizing a "worst-first" paradigm arranging flood risk reduction projects based on an assessment of risk, severity, and consequence.

Steven Schauer, District Deputy Executive Director, and Michelle Clark, District Executive Director, briefed the Board and answered questions.

Supervisor Balducci requested this Item be deferred. Seeing no objection, the Chair so ordered.

This matter was Deferred

Briefings

10. FCD Briefing No. FCD2025-B06

2025 Cooperative Watershed Management Grant Program

Michelle Clark, District Executive Director, introduced the presenters for the Water Resource Inventory Area (WRIA) 2025 Cooperative Watershed Management Grant Program briefing:

*Erin Ryan-Penuela, Project/Program Manager III, WRIA 7
Carrie Byron, Project/Program Manager III, WRIA 8
Jason Mulvihill-Kuntz, Salmon Recovery Manager, WRIA 8
Suzanna Smith, Habitat Projects Coordinator, WRIA 9
Alex Lincoln, Senior Ecologist, WRIA 10*

This matter was Presented

Items for Final Action by the Board of Supervisors

11. FCD Motion No. FCD25-05

A MOTION relating to expanding flood preparedness outreach and education activities and best management practices for flood risk reduction.

Vice Chair Perry made a motion to add Proposed Motion FCD25-05 to the agenda. The motion carried.

Steven Schauer, District Deputy Executive Director, briefed the Board and answered questions.

Councilmember Barón moved Amendment 1. The motion carried.

A motion was made by Vice Chair Perry that this FCD Motion be Passed as Amended. The motion carried by the following vote:

Yes: 8 - Balducci, Barón, Dunn, Dembowski, Perry, Quinn, von Reichbauer and Zahilay

Excused: 1 - Mosqueda

Other Business

No other business was presented.

Adjournment

The meeting was adjourned at 3:17 p.m.

Approved this _____ day of _____

Clerk's Signature



KING COUNTY FLOOD CONTROL DISTRICT

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

Signature Report

FCD Resolution

Proposed No. FCD2025-09.1

Sponsors

1 A RESOLUTION relating to the operations and finances of
2 the King County Flood Control Zone District; authorizing
3 the expenditure of District funds for projects and activities
4 in accordance with the Steve Bleifuhs Memorial Flood
5 Reduction Grant Program.

6 WHEREAS, the King County Flood Control Zone District ("the District") adopts
7 an annual work program, budget, operating budget for King County, capital budget and
8 six-year capital improvement program pursuant to chapter 86.15 RCW, and

9 WHEREAS, in 2014, the District created the Steve Bleifuhs Memorial Flood
10 Reduction Grant program to provide grant funding for projects with flood reduction
11 benefits, including, but not limited to, surface water overflows, near shore flooding, lake
12 flooding due to outflow blockage, or the clearance of clogged agricultural drainage
13 systems, and

14 WHEREAS, in 2020, the District expanded the Steve Bleifuhs Memorial Flood
15 Reduction Grant program to provide grant funding for projects addressing the
16 countywide flood issues of urban streams, coastal erosion/coastal flooding, and culvert
17 replacement/fish passage restoration, and

18 WHEREAS, the District desires to continue funding projects in the Steve Bleifuhs
19 Memorial Flood Reduction Grant Program, and

20 WHEREAS, in establishing the District's 2025 budget, the District provided
21 \$13,504,618 in funding in the Steve Bleifuhs Memorial Flood Reduction Grant Program,
22 and

23 WHEREAS, a selection committee composed of the director of the water and land
24 resources division of the King County department of natural resources and parks, the
25 District's executive director and a former state representative and Enumclaw city
26 councilmember reviewed the 2025 applications for grant funds and made a unanimous
27 recommendation regarding them to the District, and

28 WHEREAS, based on the recommendation of the selection committee, the board
29 of supervisors desires to approve the 2025 grant fund applications and projects;

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

32 SECTION 1. The board of supervisors approves the 2025 King County Flood

33 Control District – Steve Bleifuhs Memorial Flood Reduction Grant Projects, described in
34 Attachment A to this resolution.

35

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: A. Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant
Recommendations

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
ORIGINAL FLOOD REDUCTION CATEGORY							
Algona, City of	<i>Northwest Algona Flood Resilience Project</i>	Protect the city's chronically flooded northwest corner by constructing a low earthen berm along existing ditches, installing back-flow check valves on each culvert, and adding a pump station that can actively evacuate stormwater when rain overwhelms the storm drains and Mill Creek backwaters the area. Grant funds will support flow monitoring, hydraulic modeling, and permit-ready design of the berm, valves, precast wet well, discharge line, and hookups for an interim portable pump. The completed system will stop downstream wetlands and beaver dams from pushing water into streets and homes, lowering flood depths by roughly two feet during common storms.	Original Flood Reduction	7	\$330,740	\$20,000	\$330,740
Carnation Farms	<i>Flood Risk Reduction on the Snoqualmie River</i>	A drainage improvement project to address significant flooding and erosion issues impacting both the farm and downstream properties; reduced inflow and outflow of Sykes Lake; erosion and bank stabilization along Snoqualmie River; and damaged drain tiles. By restoring drainage infrastructure and improving infiltration, the project will reduce overland flood flows, mitigate erosion, and protect neighboring farms and infrastructure from future flood impacts. While CF is one of the affected sites, the benefits and beneficiaries of this project go far beyond the farm itself.	Original Flood Reduction	3	\$257,440	\$100,000	\$100,000
Duvall, City of	<i>NE Miller Street Conveyance Improvements</i>	Address storm flooding issues along Miller Street between 3rd PI NE and the base of the Miller Homestead Development due to failing and missing stormwater infrastructure. This project is expected to replace the existing conveyance pipe and install catch basins on the north side of the street and will explore replacing the culvert pipes crossing underneath Miller Street at 3rd PI NE out letting at the same location.	Original Flood Reduction	3	\$250,000	\$0	\$75,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
ECOSS	<i>Duwamish Valley Industrial Greening: Equitable Community Engagement & Placemaking</i>	Address environmental inequities in South Seattle by working with Dirt Corps and partners of the Duwamish Valley Infrastructure Group (DVIIG) to design and build community-centric green stormwater infrastructure (GSI). Our proposal encompasses multiple sites in different stages of development for GSI retrofitting across the Duwamish Valley, with a focus on Georgetown and South Park neighborhoods. Through this project we are building public support for equitable and sustainable solutions to flooding as we engage community members to embrace green stormwater infrastructure (GSI).	Original Flood Reduction	8	\$1,118,764	\$0	\$500,000
Federal Way National Little League	<i>Federal Way Little League Field Turf Conversion</i>	Convert three natural grass baseball fields to turf to reduce chronic flooding that limits use, creates safety hazards, and impedes accessibility for youth with disabilities. The project will benefit local families and the broader community by restoring year-round access to the only large baseball field facility in the area restoring access, safety, and equity for local youth, including disabled and low-income players.	Original Flood Reduction	7	\$3,000,000	\$1,000,000	\$750,000
King Conservation District	<i>KCD Agricultural Drainage Project - Phase 12</i>	Develop, implement and expand services that facilitate increased cooperator participation in King County's Agricultural Drainage Assistance Program (ADAP). ADAP and KCD have a highly successful partnership with consistent positive results in bringing farmland back into production through maintenance of agricultural waterways. With a growing list of agricultural drainage projects for the 2026 construction season (including specific outreach to non-English speaking farmers) KCD proposes an extension of funding for our partnering role with King County.	Original Flood Reduction	3, 5, 7, 9	\$350,000	\$302,452	\$250,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Kirkland, City of	<i>Silver Spurs Storm System Upgrade</i>	An existing storm system overflows during rainfall of approximately 10-year frequency or larger, resulting in flooding of two homes and blocked access to one home. This project will reduce the frequency and severity of flooding by redesigning and reconstructing the storm system to increase infiltration capacity and to facilitate maintenance access. This project will expand infiltration capacity and, to the degree feasible, move the conveyance system into the right of way to facilitate maintenance access.	Original Flood Reduction	6	\$500,000	\$1,251,200	\$250,000
Pacwest Little League	<i>Pacwest Little League Stormwater Mitigation</i>	The land the Pacwest Little League facility operates on is owned by the Port of Seattle, who has leased to our organization for 20+ years. Annually, 400+ boys & girls are able to participate in youth baseball & softball little leagues. We are looking to design & implement storm water mitigation solutions (french drains, catch basins, etc) in collaboration with the Port (land owners) in order to help minimize rainouts at our field.	Original Flood Reduction	5	\$68,200	\$5,000	\$68,200
Renton, City of	<i>Hardie Ave SW Flood Risk Reduction</i>	The project intends to reduce the risk of flooding at the sag point of Hardie Ave SW south of the BNSF Railway underpass by installing approximately 600 lineal feet of 48-inch Storm Drain within the Hardie Ave SW right-of-way. The improvements will extend to SW 7th St and connect to the existing 60" storm main conveying stormwater to the west.	Original Flood Reduction	5	\$479,000	\$25,000	\$479,000
Seattle Parks Foundation	<i>Duwamish Valley Industrial Greening: Design, Implementation and Monitoring</i>	The Duwamish Valley Industrial Greening (DVIG) partnership, a unique cross-sector collaboration between Dirt Corps and ECOSS with King County, WSDOT and the City of Seattle, has successfully implemented a multi-tiered, community-based program to increase GSI across the DV and adjacent neighborhoods. Our projects, implemented at businesses and public spaces that frequently experience flooding, focus on multi-benefit installations to provide localized stormwater capacity, traffic calming, walkable neighborhoods and enhanced civic engagement.	Original Flood Reduction	8	\$863,622	\$350,000	\$432,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Seattle Parks Foundation	<i>South Park Neighborhood Center: A Model of Flood Resilience</i>	Develop a green infrastructure project at the South Park Neighborhood Center (SPNC) facility to reduce flood risks. The first phase of the project will involve engaging the community in the development of the conceptual design. Once the conceptual design is approved, we will develop the basic and detailed engineering for the project, which will allow us to obtain construction permits. Throughout the project, we will train at least 40 young people from the Duwamish Valley community on climate change and its consequences for our community, as well as how the development of sustainable infrastructure projects, such as green infrastructure, can mitigate these risks.	Original Flood Reduction	8	\$512,284	\$0	\$300,000
Seattle Parks Foundation	<i>Stormwater Infrastructure at Hellbent Brewing Company</i>	Hellbent Brewing Company has been experiencing flooding for many years. They have installed a sump pump to relocate the pooling water on their property to the nearest catch basin but there is still flooding occurring, especially during heavy storm events. The initial design concept is to install a detention vault that would also serve as a stage in the beer garden. In addition to the stormwater infrastructure, this project will bring awareness to the benefits of stormwater infrastructure to reduce flooding and improve water quality with educational signage and art.	Original Flood Reduction	1	\$337,700	\$10,500	\$52,000
Shoreline, City of	<i>NE 175th / 10th Ave Flood Reduction</i>	Flooding along NE 175th Street is a long-standing issue that poses a recurring hazard to roadway and sidewalk users and adjacent residential properties. This project will reduce flooding at this location by designing a large flow control facility to hold peak stormwater flows that would otherwise flood the roadway. This would likely be a large vault, and may also include infiltration, water quality treatment, public art, and/or other public amenity functions as feasible. Additional hydraulic improvement within the conveyance system, where flows turn north at 10th Ave NE, will also be explored.	Original Flood Reduction	1	\$686,800	\$591,095	\$500,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Snoqualmie Valley Preservation Alliance	<i>BeaverWise: A Balanced Approach to Flood Reduction, Farm Viability, & Ecological Health</i>	BeaverWise is a program that reduces beaver-caused flooding on farmland and rural infrastructure in the Snoqualmie Valley Agricultural Production District (SVAPD). This phase expands direct support to landowners, pilots a relocation strategy for high-conflict sites, enhances seasonal beaver-caused flood response, and improves data collection to guide adaptive management. Flooding from beaver dams damages roads, blocks drainage, degrades soils, and reduces farm productivity—threatening food security, riparian habitat restoration investments, and public infrastructure. This project will effectively strengthen local agricultural resilience while supporting salmon recovery, environmental stewardship, and climate adaptation.	Original Flood Reduction	3	\$575,723	\$144,810	\$200,000
Snoqualmie Valley Watershed Improvement District	<i>SVWID Basin 1 Agricultural Drainage Pump Replacement</i>	Originally built in the 1930s, the existing pump system relies on gravity drainage and supplemental pumping during the growing season when river levels are high. A 2018 drainage analysis prioritized Basin 1 for improvements, leading to plans for replacing the current pump with a more effective system designed to handle projected growing season flows. The new design includes two submersible electric pumps, replacing the old shaft-driven impeller pump, and a new agricultural shed to house the elevated electric controls.	Original Flood Reduction	3	\$445,791	\$477,173	\$100,000
Stewardship Partners	<i>Depot Park GSI Improvements: Phase I</i>	Facilitate a multi-faceted green infrastructure outreach, awareness, and implementation project at Depot Park in Duvall. SP will perform the first phase of the project to further assess stormwater ponding/drainage issues at Depot Park, develop a design and implementation plan (likely a bioswale to be installed in Phase II), install two small rain gardens to capture run off from the Depot roof, improve stormwater drainage on an adjacent intermittent stream, assist in the development of a volunteer stewardship plan/program for Duvall GSI features. The rain gardens will manage 55,000+ gallons of storm water annually.	Original Flood Reduction	3	\$135,942	\$10,000	\$135,942

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Totem Firs Association of Owners	<i>Totem Firs Stormwater Management Remediation</i>	Following Phase I Investigation, planning and temporary repairs, this project, Phase II, will provide permanent repairs to drainage systems at the property that are compromised and identified in the planning and investigation phase.	Original Flood Reduction	6	\$103,953	\$0	\$50,000
Vashon Maury Island Land Trust	<i>Judd Creek Flash Control</i>	Address climate-related stormwater flash in Vashon Island's largest watershed. The project goal is to use natural climate solutions to reduce the risk of flooding downstream. More frequent and more intense rain events are causing faster flows which increase flooding risk and drive habitat degradation. The project will use Beaver Dam Analogs (BDAs) to slow flows, expand wetlands, and reconnect the creek to its floodplain. We will study lands along Judd Creek owned by the Vashon Land Trust to prioritize these actions. These methods will also improve spawning and rearing habitat, water infiltration, and overall watershed health – supporting salmon runs and Tribal treaty rights.	Original Flood Reduction	8	\$165,000	\$0	\$65,000
CULVERT REPLACEMENT/ FISH PASSAGE CATEGORY							
Covington, City of	<i>SE 256th Street Culvert Replacement</i>	Replace existing twin 36-inch diameter cement concrete culverts conveying Little Soos Creek below SE 256th Street in Covington with a fish passable culvert structure. The existing culverts have been rated as complete barriers to fish passage due to slope. The culverts are structurally deficient with offset joints that are not water tight and pose a risk of failure and therefore flood risk. In addition, the Soos Creek Water & Sewer District Lift Station No 14 is located immediately adjacent to the SE 256th Street crossing of Little Soos Creek, on the upstream side, so flooding due to failure of the culverts poses a risk to the operation of the lift station.	Culvert Replacement/ Fish Passage	9	\$1,499,480	\$2,249,220	\$1,000,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Kenmore, City of	<i>NE 169th Street Culvert Replacement</i>	Replace an existing, undersized stream culvert at NE 169th Street with a new, fish passable stream crossing structure. The existing culvert was classified as a total barrier to fish passage in 2021 by WDFW, and an independent barrier culvert removal prioritization study commissioned by the City in 2022 identified it as the fifth highest priority for replacement. The project would also eliminate an existing flood hazard that has plagued neighborhood residences for decades, which is driven by insufficient conveyance capacity at the culvert inlet. Finally, the City is proposing to install a stormwater treatment facility that would provide partial treatment of approximately 620,000 square feet of existing pollution generating impervious area.	Culvert Replacement/ Fish Passage	1	\$1,500,000	\$1,300,000	\$750,000
King County WLRD	<i>Tuck Creek Mouth Fish Passage Restoration Project</i>	Restore fish passage at King County's highest priority barrier in the Snoqualmie Valley, formed by a failing culvert, damaged flood gates and a failing fishway on Tuck Creek at the confluence with the Snoqualmie River in Duvall. The project will replace these structures with a WDFW-compliant structure designed to improve salmon migration access upstream and optimize flood control and drainage of adjacent agricultural lands, congruent with the county's Fish Passage Strategic Plan and the area's Agriculture Land Resource Strategic Plan. The project will remove the fishway and regrade the stream channel, with the option to relocate the structure several hundred feet upstream to create an enhanced quiet-water alcove adjacent to the river for juvenile rearing.	Culvert Replacement/ Fish Passage	3	\$1,170,000	\$250,000	\$600,000
Sammamish, City of	<i>George Davis Creek Fish Passage & Storm Improvement</i>	Improve the lower 900 feet of George Davis Creek beginning at the stream's discharge to Lake Sammamish. Elimination of barriers in this reach will provide passage to the upper reaches of the creek where the natural stream corridor provides over 2,000 feet of high quality spawning habitat for returning kokanee salmon.	Culvert Replacement/ Fish Passage	3	\$1,000,000	\$7,255,000	\$750,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Tukwila, City of	<i>Gilliam Creek Fish and Debris Passage and Habitat Enhancement</i>	This project will meaningfully improve fish passage between Gilliam Creek and the Green River and improve habitat conditions within lower Gilliam Creek. WDFW inventoried the downstream tide gate on the 66th Ave S culvert crossing as 0% passable for salmon and other migratory species. The current tide gate and associated debris cage upstream prevents debris passage and requires maintenance that increases maintenance worker hazard risk exposure due to the weight of the gate and the site conditions at the inlet.	Culvert Replacement/ Fish Passage	5	\$1,500,000	\$0	\$750,000
yəhaw Indigenous Creatives Collective	<i>Mapes Creek Restoration & Urban Flooding Reduction - Dam Removal Design & Permitting Phase 2</i>	Design and permitting for removing all artificial dams and fish passage barriers on our 1.5-acre property along Mapes Creek. This project directly supports King County's Fish Passage Restoration Program goals and serves as a community-led continuation of the Lower Mapes Creek Restoration Project completed in 2017. We will conduct comprehensive environmental assessments, design work, and secure all necessary permits to remove existing barriers that currently block fish access to upstream habitats, ultimately restoring natural flow patterns and reducing flood risks while supporting Chinook salmon recovery efforts.	Culvert Replacement/ Fish Passage	2	\$188,413	\$0	\$188,413
COASTAL EROSION/ COASTAL FLOODING CATEGORY							
Des Moines, City of	<i>Des Moines Creek Estuary Restoration Bid Documents</i>	The project entails bringing the design from 30% to Bid Ready Documents including engineering design, public outreach support, cultural resource support, and permit identification for improvements to the shoreline, estuary habitat, and public access near the mouth of and adjacent to Des Moines Creek. The project will identify potential improvements to address flooding impacts to Des Moines Beach Park while bolstering both shoreline and estuary habitat. It will also evaluate public access and connectivity impacts to the estuary from the Des Moines Marina to the Des Moines Beach Park.	Coastal Erosion/ Coastal Flooding	5	\$305,000	\$210,000	\$150,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Normandy Park, City of	<i>Puget Sound Coastal Resilience: Normandy Park Shoreline Acquisition & Restoration Program</i>	Advance a shoreline acquisition project to reduce coastal flooding and increase resilience to sea level rise along more than one mile of Puget Sound shoreline. By acquiring critical nearshore parcels through fee ownership and conservation easement, the project will enable the removal of failing bulkheads, restore natural sediment delivery from feeder bluffs, and prevent future development in mapped flood zones.	Coastal Erosion/ Coastal Flooding	5	\$1,000,000	\$7,250,000	\$750,000
URBAN STREAMS CATEGORY							
Adopt A Stream Foundation	<i>Friendly Village Bridge Replacement - Phase II Flood Mitigation Implementation</i>	Reduce flooding risks at Friendly Village Mobile Home Park by replacing two aging, flood-constraining bridges over Bear Creek. The Snohomish Avenue vehicle bridge and adjacent pedestrian bridge create a pinch point in the floodplain, causing backwater effects, debris buildup, and localized flooding. Replacing these hydraulically deficient structures with channel-conforming designs will restore more natural flood and stormwater flow, reduce flood risk to homes and infrastructure, and improve fish passage. The project supports long-term public safety, environmental health, and resilience in the Bear Creek watershed.	Urban Streams	3	\$3,591,480	\$0	\$150,000
Bellevue, City of	<i>Valley Creek NE 20th Street Flood Control</i>	Reduce persistent urban flooding and restore the creek channel to support natural stream functions in a heavily developed area of Bellevue. As the second phase of a broader effort to mitigate flooding between NE 21st and NE 20th Streets, this project will replace the existing undersized culvert and remove the known fish barrier. The design, permitting, and real property acquisition for this project will include hydraulic and geotechnical analysis, environmental and cultural assessments, utility coordination, and design features to manage sediment, invasive species, and improve water quality.	Urban Streams	6	\$1,325,000	\$1,163,600	\$1,000,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Duwamish Yacht Club	<i>Duwamish River and Hamm Creek Sediment Removal, Stream Restoration, and Water Quality Project</i>	Dredging and removal of contaminated dredge spoils from the Duwamish River basin in the Hamm Creek estuary, which includes both the Duwamish Yacht Club (DYC) as well as 19 affordable liveaboard vessels in the marina operated by DYC. This project will maintain and improve the health of the Hamm Creek waterway by removing contaminated sediments that have increased to harmful levels over the aforementioned 20-year period. The project will also restore habitat in these areas by removing dioxins that have been documented. These dioxins can be traced to upstream sources within the Hamm Creek watershed and 96th Street Storm Drain system.	Urban Streams	8	\$2,000,000	\$3,150,000	\$500,000
EarthCorps	<i>Southgate Park Urban Stream Flood Control</i>	EarthCorps will commit 45 crew days over three years to conduct environmental restoration on 3.8 acres of Southgate Park, including invasive species removal, native plant installation, and ongoing site maintenance. This work will address the park's ongoing ecological decline, characterized by a failing tree canopy, invasive plant dominance, and degraded riparian and wetland systems. Restoration efforts will reduce flood risk for neighborhoods downstream of Southgate Park and contribute to flood resilience at the watershed scale.	Urban Streams	8	\$211,393	\$81,898	\$0
Issaquah, City of	<i>Sycamore Emergency Access Stabilization and Culvert Replacement</i>	Upgrade two undersized culverts on small creeks crossing an emergency access road to ensure emergency access and evacuation is maintained for the Sycamore neighborhood. These culverts are severely undersized, causing the emergency access road to erode during major storm events, restricting access and exposing underground utilities. The main road into the Sycamore neighborhood has a history of flooding at the bridge spanning Issaquah Creek and this neighborhood relies on this emergency access route to be maintained in the event of an emergency.	Urban Streams	3	\$322,000	\$130,000	\$322,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
King County Road Services Division	<i>S. 370th Street Culvert Replacement</i>	A heavily corroded culvert conveys a tributary to Hylebos Creek under S. 370th Street approximately 30 feet east of Bella Coola Boulevard, next to a manufactured home community. If the culvert fails, it will cause the road to flood and potentially fail. It may also cause a backwatering effect which would prevent the detention system upstream from draining, potentially flood the adjacent parking area and nearby properties, and impair stream stability. This project will substantially reduce flood risk and improve stream stability and safety by replacing the corroded corrugated metal arch pipe with a larger structure capable of conveying the 100-year flood event. It will also add stormwater treatment, which will improve water quality to benefit fish and people; and improve fish passage and ecosystem health.	Urban Streams	7	\$1,390,432	\$242,000	\$1,000,000
King County Water District 90	<i>King County Water District 90 Facilities</i>	Applicant withdrew application on 7/22/2025 after the application period closed.					
North Creek Maintenance District Association	<i>North Creek Flood Reduction and Habitat Restoration</i>	Design and permitting for flood reduction/levee resiliency and stream restoration related to a leveed section of North Creek at the Parklands Business Park. The creek is located within a highly urbanized basin which has experienced significant increases in peak flows since construction of the levee system in the 1980s. Ongoing sediment deposition within the project reach has elevated bed levels and increased the 100-year water surface elevation to the point where the levee system no longer provides the design minimum 3 feet of freeboard and risks losing FEMA accreditation and protecting onsite and downstream properties and public infrastructure. The project will restore physical parameters of the creek to improve long-term sustainability of the levee system and restore salmonid habitat within this reach of North Creek.	Urban Streams	1	\$385,000	\$35,000	\$385,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Seattle Parks & Recreation	<i>Arboretum Creek Headwaters - Construction Phases 1 & 3</i>	A flood control and urban creek restoration project that will eliminate flooding and filter stormwater as it flows into Arboretum Creek. Persistent flooding in Seattle's Washington Park Arboretum and surrounding neighborhood creates dangerous road conditions, increases maintenance burdens, and overwhelms the Combined Sewer Overflow (CSO) System. Climate change is increasing the frequency and severity of flooding with the wettest days experiencing a 50% increase in water volume. Existing flooding issues are now anticipated to happen every other year, submerging roads, threatening Seattle Parks and Recreation's Japanese Garden and facilities, overwhelming drainage inlets to sewer pipes, and polluting Arboretum Creek and Union Bay.	Urban Streams	2	\$1,394,000	\$1,735,000	\$889,000
Seattle Public Utilities	<i>Lake City Floodplain Park Construction</i>	Reconnect an historical floodplain on Thornton Creek and reduce recurrent flooding in the immediate residential vicinity. The grant would support construction, which includes securing permits, expanding and stabilizing a floodplain and upland riparian habitat, and installing park amenities for public use, such paths and benches. Increased flood storage within the park will reduce significant downstream flooding events in an area of the Lake City Way neighborhood zoned as an Urban Hub. Additional benefits include water quality and habitat improvements, a significant reduction in erosion and sedimentation, and a new natural area for the public to enjoy.	Urban Streams	1	\$1,300,000	\$83,200	\$850,000

Attachment A - Steve Bleifuhs Memorial Flood Reduction Grant Program - 2025 Grant Recommendations

APPLICANT	PROJECT NAME	DESCRIPTION	GRANT CATEGORY	KC COUNCIL DISTRICT	REQUESTED AMOUNT	LEVERAGE	OFFER
Trout Unlimited	<i>Tibbetts Creek Anthology Open Space and Maple Street Flood Reduction & Restoration</i>	Tibbetts Creek, one of the larger tributaries of Lake Sammamish is subject to localized flooding within the City of Issaquah. Historically this stream has been narrowed, straightened, and subject to extreme sediment flows originating from coal mine tailings mobilization. Several stream restorations and culvert replacements have occurred nearly two decades ago, however these areas are not contiguous. This request will complete critical design and planning tasks for the project, including completion of detailed conceptual designs, feasibility analysis, and preparation of shovel-ready restoration elements that will reduce flooding, improve habitat, and build climate resilience in a high-risk urban corridor.	Urban Streams	3	\$131,306	\$0	\$131,306
TOTALS					\$ 30,394,463	\$ 29,422,148	\$ 14,803,601

Staff Report

Agenda Item:	6	Name:	Steven Schauer
Proposed No:	FCD2025-09	Date:	September 9, 2025

Resolution FCD2025-09: A Resolution relating to the operations and finances of the King County Flood Control Zone District; authorizing the expenditure of District funds for the projects and activities in accordance with the Steve Bleifuhs Memorial Flood Reduction Grants.

The King County Flood Control District's ("District") created the Steve Bleifuhs Memorial Flood Reduction Grant Program ("FRG") eleven years ago to fund smaller non-CIP projects supporting local communities (cities, homeowner associations, school districts, businesses, non-profits, etc.). This program provides grant funding for projects with flood reduction benefits, including but not limited to, surface water overflows, near shore flooding, lake flooding due to outflow blockage, or the clearance of clogged agricultural drainage systems. In March of 2020, the District expanded the FRGs to include three new grant categories providing funding for projects addressing the countywide flooding issues of urban streams, coastal erosion/coastal flooding, and culvert replacement/fish passage restoration. Governments, tribes, and non-profits are eligible for these three new grant streams.

This year the District received 37 grant requests (18 Original FRG, 6 Culvert Replacement/Fish Passage, 2 Coastal Erosion/Coastal Flooding, and 11 Urban Streams) totaling \$30,419,463. The 2025 budget authorized \$13,806,963. The review panel unanimously recommends awarding FRGs totaling \$14,803,601. The \$996,638 over the 2025 budgeted amount is the result of unspent and/or funds from prior grant rounds.

Grant availability was announced this Spring through press releases, direct emails to public works staff in each jurisdiction in King County, posting to the District website, and outreach by supervisors and their staff.

This year, applicants included 14 cities, 11 non-profits, 1 homeowners association, 4 special purpose districts, 2 little leagues, and 1 county.

King County Water and Land Resources Division grants, fish passage, and stormwater staff reviewed the projects for eligibility and visited project sites for technical review. A review panel consisting of Josh Baldi, Director of King County Water and Land Resources Division; Morgan Irwin, former state representative and Enumclaw city councilmember and Michelle Clark, King County Flood Control District

Executive Director reviewed the grant requests and met via Teams to make recommendations to the Board of Supervisors.

Given the amount of grant requests exceeded the amount of funds available for the 2025 Flood Reduction Grants, in addition to their traditional practice of recommending "phasing" the projects, the review panel prioritized geographic equity; equity and social justice; matching funds; one or two projects when an organization or entity applied for multiple grants, and partnerships with other grant funds including the Flood District Sub Regional Opportunity Grants, the Flood District Cooperative Watershed Management or WRIA Grants, and Conservation Futures Grants. This year, there was at least one grant application from every King County Council District except District 4. The review panel unanimously recommends full funding for 7 projects and partial funding for 28 projects. The review panel recommends denying 1 application and 1 applicant withdrew.

Adoption of this resolution does not authorize new money in the 2025 budget, it simply identifies the recipients of previously authorized grant funding.



KING COUNTY FLOOD CONTROL DISTRICT

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

Signature Report

FCD Resolution

Proposed No. FCD2025-10.2

Sponsors

1 A RESOLUTION of the Board of Supervisors of the King
2 County Flood Control Zone District authorizing King
3 County to execute real property covenants on certain real
4 property associated with the King County Flood Control
5 District's Home Buyout and Elevation Program.

6 WHEREAS, the King County Flood Control District operates the Home Buyout
7 and Elevation Program ("Program"), which, in part, funds the purchase of flood-prone
8 properties and structures through voluntary sales initiated by property owners of
9 structures located in flood-prone areas of King County, and

10 WHEREAS, pursuant to this program, the District's primary service provider,
11 King County, acquired seven parcels on the right bank of the Cedar River between 2007
12 and 2010, and two parcels on the left bank of the Cedar River in 2012, identified as King
13 County Tax Parcels 2323059142, 2323059205, 2323059063, 2323059062, 2323059043,
14 2323059141, 2323059098, 2223059155, and 2323059133 (the "Parcels"), and

15 WHEREAS, since acquiring these Parcels utilizing District funds, King County—
16 through the King County Mitigation Reserves Program ("MRP"), an "in-lieu fee" ("ILF")
17 program established pursuant to 33 CFR Part 332—utilized these parcels for the Elliot

18 Bridge Mitigation Project, an off-channel habitat and floodplain reconnection project that
19 restored approximately 11.5 acres on the right and left banks of the Cedar River, and

20 WHEREAS, as a component of the ILF, King County is required to grant
21 restrictive covenants for the stated benefit of the United States Army Corps of Engineers
22 and/or the Washington Department of Ecology to establish permanent site protections for
23 these Parcels to ensure they, as mitigation sites, continue to provide ecological functions
24 in perpetuity, and

25 WHEREAS, King County submitted a request to the District's Board of
26 Supervisors for authorization to execute restrictive covenants for these Parcels restricting
27 their use to preserve them as natural open space in perpetuity in furtherance of their
28 continued inclusion in the ILF program, and made this request pursuant to King County
29 Code 4.56.060.E.1.a, which requires District approval—by resolution—prior to the
30 conveyance of any real property interest acquired on behalf of the District by King
31 County, and

32 WHEREAS, the Board of Supervisors has no objection to the request from King
33 County;

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

36 SECTION 1. King County is authorized to execute the Declarations of Land Use
37 Restriction and Real Property Covenants attached hereto as Exhibit A and Exhibit B and

38 incorporated herein by this reference, and to take all action necessary to effectuate this
39 authorization.

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: Exhibit A: Declaration of Land Use Restriction and Real Property Covenant, Exhibit B:
Declaration of Land Use Restriction and Real Property Covenant

When Recorded Mail To:

Seattle District U.S. Army Corps of Engineers
Regulatory Branch Mitigation Coordinator
4735 East Marginal Way South, Building 1202
Seattle, Washington 98134

**DECLARATION OF LAND USE RESTRICTION
AND REAL PROPERTY COVENANT**

Declarant: King County, a political subdivision of the State of Washington

The Beneficiary: United States Army Corps of Engineers.

Assessor's Tax Parcel ID#: 232305-9142, 232305-9205, 232305-9063, 232305-9062, 232305-9043, 232305-9141, and 232305-9098

This Declaration of Land Use Restriction and Real Property Covenant ("the real property covenant") is made this _____ day of _____ 2025, by King County, a political subdivision of the State of Washington, ("Declarant") for the benefit of the United States Army Corps of Engineers, referred to herein as "the Beneficiary".

WHEREAS, the Declarant makes the following recitals:

- A. Declarant is the sole owner in fee simple of the real property located in King County, Washington, legally described on Exhibit A (the "Property"). A map of the property is attached to and made part of this real property covenant, as Exhibit B.
- B. The Property possesses natural, open space and ecological values that are of great importance to Declarant and the Beneficiary. These values are referred to herein as the "Conservation Values" of the Property.
- C. The Property and this real property covenant is subject to the terms of the restrictions provided for in Statutory Warranty Deed recording number 20100730000589, incorporated by reference herein, in which the Property is subject to open space restrictions in perpetuity. 44 C.F.R. § 80.19(b)(4). Specifically, the Property shall be maintained in perpetuity as open space for the conservation of natural floodplain functions under 44 C.F.R. § 80.19. (These restrictions are referred to hereinafter as "Deed Restrictions")
- D. The Declarant is imposing a real property covenant on the Property in accordance with the terms of the King County Mitigation Reserves Final Program Instrument, dated

March 12, 2012, for the purposes of perpetually maintaining the Property as a mitigation site through the in-lieu fee component of the King County Mitigation Reserves Program and forever restricting the uses of the Property to those consistent with the Conservation Values.

The current use of, and improvements to, the Property are consistent with the conservation purposes of this real property covenant.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish, subject to the Deed Restrictions, a real property covenant on the Property as follows:

1. *Declaration of Real Property Covenant*

Declarant voluntarily establishes this real property covenant in perpetuity over the Property on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Property.

2. *Purpose*

It is the purpose of this real property covenant to ensure that the Property will be retained forever in a natural, open space and scenic condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Declarant and the Beneficiary intend that this real property covenant will confine the use of the Property to such activities as are consistent with the purpose of this real property covenant.

3. *Rights of the Beneficiary*

To accomplish the purpose of this real property covenant the following rights may be exercised by the Beneficiary:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Declarant's compliance with and otherwise enforce the terms of this real property covenant in accordance with Section 9; provided that, except in cases where the Beneficiary determines that immediate entry is required to prevent, terminate, or mitigate a violation of this real property covenant, such entry shall be upon prior reasonable notice to Declarant, and the Beneficiary shall not in any case unreasonably interfere with Declarant's quiet use and enjoyment of the Property;
- (c) To conduct, with reasonable prior notice to Declarant and upon mutual agreement between the parties on the scope of proposed activities (permission of Declarant shall not be unreasonably withheld), survey, site preparation, removal of invasive non-native riparian vegetation, installation of native plants, and other activities

associated with wetland restoration. Nothing herein shall be deemed to imply any obligation to perform such restoration activities; and

(d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this real property covenant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

4. *Prohibited Uses*

Any activity on or use of the Property inconsistent with the purpose of this real property covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

(a) *Construction and Improvements.* The placement or construction, of any buildings, structures, or other improvements of any kind, including, without limitation, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines.

(b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Property with concrete, asphalt, gravel, crushed rock, or any other paving or surfacing material or the construction of a road or trail, except that (i) within the mitigation project footprint, soft-surface trails may be constructed and maintained to facilitate implementation of habitat restoration actions; However, no soft surface trails for public use and access shall be constructed by King County within the mitigation project footprint without prior consultation with and approval by the Beneficiary; and (ii) outside of the mitigation project footprint, soft-surface trails may be constructed and maintained for low-impact passive recreational use, and/or to relocate unwanted trails out of the mitigation project footprint.

(c) *Commercial Development.* Any commercial or industrial use or activity on the Property, including but not limited to commercial recreational activities involving active recreation.

(d) *Agricultural Activities.* Any domestic animal grazing or agricultural activities of any kind; and application of biocides except when determined by mutual agreement between the parties (permission of Beneficiary shall not be unreasonably withheld) to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species and/or is the material recommended as best management practices by the King County Noxious Weed Control Program.

(e) *Introduced Vegetation.* The planting or introduction of non-native species of plants.

(f) *Waste Disposal.* The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property. The term “release” shall

mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term “hazardous substances” as used in this real property covenant shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(g) *Active Recreation.* Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, campgrounds or any other activity involving the public or private clubs or associations engaging in organized active recreation.

(h) *Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Property, except in connection with the sale or lease of the Property. This clause does not apply to non-commercial signage, such as site rules or informational signs as posted by the Declarant.

(i) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

(j) *Vehicles.* The operation of motorized vehicles except as part of any hunting related activity or wetland creation or maintenance activity.

5. *Reserved Rights*

Declarant reserves any use of, or activity on, the Property that is not inconsistent with the purpose of the real property covenant and that is not prohibited herein. Without limiting the generality of the foregoing, Declarant specifically reserves the following uses and activities:

(a) *Emergencies.* The right to undertake other activities necessary to protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.

(b) *Fence.* The right to install and maintain fences around the Property. The Beneficiary agrees not to remove or damage said fences.

6. *Responsibilities of Declarant Not Affected*

Other than as specified herein, this real property covenant is not intended to impose any legal or other responsibility on the Beneficiary, or in any way to affect any existing obligation of the Declarant as owner of the Property.

7. *The Beneficiary's Right to Restore the Property*

In the event that any of the Conservation Values of the Property are impaired, the Beneficiary shall have the right, but not the obligation, to restore all or portions of the Property.

8. *Access*

No right of access by the general public to any portion of the Property is created by this real property covenant.

9. *Enforcement*

The Beneficiary shall have the right to prevent and correct violations of the terms of this Real property covenant as set forth below.

(a) *Notice of Failure.* If the Beneficiary determines that the Declarant is in violation of the terms of this real property covenant or that a violation is threatened, the Beneficiary shall give written notice to Declarant of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this real property covenant, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Beneficiary.

(b) *Declarant's Failure to Respond.* The Beneficiary may bring an action as provided for in Section 9(c) below if Declarant fails to cure the violation within thirty (30) days after receipt of notice thereof from the Beneficiary; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *The Beneficiary's Action.* The Beneficiary may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Real property covenant, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this real property covenant or injury to any of the Conservation Values protected by this real property covenant, including damages for the loss of the Conservation Values; and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Declarant's liability therefore, the Beneficiary, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. All such actions for injunctive relief may be taken without the Beneficiary being required to post bond or provide other security.

(d) *Immediate Action Required.* If the Beneficiary, in its sole and absolute discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, The Beneficiary may

pursue remedies under this Section 9 without prior notice to Declarant or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* The rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Real property covenant. Declarant agrees that the remedies at law for any violation of the terms of this real property covenant are inadequate and Beneficiary shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Beneficiary may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* Provided the Beneficiary first provides Declarant with a Notice of Failure and Declarant fails to respond, all reasonable costs incurred by the Beneficiary in enforcing the terms of this real property covenant against Declarant, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Declarant's violation of the terms of this real property covenant shall be borne by Declarant. The substantially prevailing party in a judicial enforcement action regarding this Real property covenant shall be entitled to reimbursement of all reasonably incurred attorney fees and litigation expenses.

(g) *The Beneficiary's Discretion.* Any forbearance by the Beneficiary to exercise rights under this real property covenant in the event of any violation of any terms of this real property covenant shall not be deemed or construed to be a waiver of such term or of any rights under this real property covenant. No delay or omission by the Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Declarant's Control.* Nothing contained in this real property covenant shall be construed to entitle the Beneficiary to bring any action against Declarant to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, nor shall Declarant be required to take steps to abate or mitigate injury to the Property resulting from such causes.

10. *Alternate Dispute Resolution*

If a dispute arises between the Parties concerning the consistency of any proposed use or activity with this real property covenant, the Parties shall attempt to resolve the dispute through informal discussion. The Parties may also agree to refer the dispute to mediation and shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The Parties shall share equally the fees and expenses of the mediator.

11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this real property covenant, the party required to give notice (“Notifying Party”) shall give reasonable written notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this real property covenant.

(b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purpose and terms of this real property covenant.

12. *Notice of Transfer of Property by Declarant and Successor and Assigns*

Anytime the Property itself, or any interest in it is transferred by the Declarant to a third party, the Declarant, its successors and assigns, shall notify the Beneficiary in writing, and the document of conveyance shall expressly refer to this real property covenant.

13. *Termination of Real property Covenant*

- (a) *Frustration of Purpose.* This real property covenant may only be terminated with the concurrence of the Beneficiary.
- (b) *Economic Value.* The fact that any use of the Property that is expressly prohibited by this real property covenant, or any other use as determined to be inconsistent with the purpose of this real property covenant, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted thereunder, has been considered by the Declarant in granting this real property covenant. It is the intent of both Declarant and the Beneficiary that any such changes shall not be assumed to be circumstances justifying the termination or extinguishment of this real property covenant pursuant to this section.

14. *Modification*

This real property covenant may be amended only with the concurrence of the Beneficiary, provided that any such amendment shall be consistent with the purpose of the real property covenant and shall not affect its perpetual duration. All amendments shall be in writing, approved by the Beneficiary and recorded in the real property records of King County.

15. *Interpretation*

This real property covenant shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Perpetual Duration*

This real property covenant shall be a binding servitude running with the land in perpetuity.

17. *Notices*

Any notices required by this real property covenant shall be in writing and shall be personally delivered or sent by first class mail to the Declarant, at the following address, unless the Beneficiary has been notified of a change of address.

To Declarant:

King County Department of Natural Resources and Parks
Mitigation Reserves Program
201 South Jackson Street, Suite 6300
Seattle, WA 98104

18. *Severability*

If any provision of this real property covenant is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

In Witness Whereof, the Declarant has set its hands on the date first written above.

Declarant:

King County, a Political Subdivision of the State of Washington

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss
County of _____)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public for the State of Washington, personally appeared _____ who stated on oath that (he/she) is the _____ of King County, a political subdivision of the State of Washington, and authorized to execute the within instrument on behalf of said company and acknowledged said instrument as the free and voluntary act of the company for the uses and purposes mentioned therein.

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

Notary Public for the State of Washington
Residing at: _____
My Commission expires: _____

EXHIBIT A
Legal Description

232305-9142:

That portion of Government Lot 8, Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, lying Northerly of the Cedar River and Southerly of Elliott Bridge Relocation Road and West of a line described as follows:

Beginning at the intersection of the Southerly margin of Jones Road with the East line of said Government Lot 8;
Thence along said Southerly margin North 62°22'11" West 501.62 feet;
Thence South 08°28'24" West 155.03 feet;
Thence South 09°25'33" East 59.23 feet;
Thence South 23°44'09" West to the Northerly bank of the Cedar River and the terminus of said line;

(Also known as Lot A of King County Lot Line Adjustment Number L94L0061, recorded under Recording Number 9408099001).

232305-9205:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF JONES ROAD WITH THE EAST LINE OF SAID GOVERNMENT LOT 8;
THENCE ALONG SAID SOUTHERLY MARGIN NORTH 62°22'11" WEST 398.36 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 62°22'11" WEST 103.26 FEET;
THENCE SOUTH 08°28'24" WEST 155.03 FEET;
THENCE SOUTH 09°25'33" EAST 59.23 FEET;
THENCE SOUTH 23°44'09" WEST TO THE NORTHERLY BANK OF THE CEDAR RIVER;
THENCE EASTERLY ALONG SAID BANK TO A POINT THAT BEARS SOUTH 08°28'24" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 08°28'24" EAST TO THE TRUE POINT OF BEGINNING;
LESS COUNTY ROAD;

(ALSO KNOWN AS LOT B OF BOUNDARY LINE ADJUSTMENT NO. L94L0061, RECORDED UNDER RECORDING NO. 9408099001).

232305-9063:

Parcel A:

Beginning At The Intersection Of The Southwesterly Margin Of J. E. Jones Road And The Easterly Line Of Government Lot 8, In Section 23, Township 23 North, Range 5 East, W.M., In King County, Washington;
Thence North $62^{\circ}22'11''$ West 288 Feet To The True Point Of Beginning;
Thence Continuing North $62^{\circ}22'11''$ West 105 Feet;
Thence South $6^{\circ}50'00''$ West 320 Feet, More Or Less, To The North Bank Of The Cedar River;
Thence Easterly Along Said Bank, A Distance Of 105 Feet, More Or Less, To A Point Which Bears South $6^{\circ}50'00''$ West 293 Feet, More Or Less, From The True Point Of Beginning;
Thence North $6^{\circ}50'00''$ East 293 Feet, More Or Less To The Point Of Beginning;
Except That Portion Thereof Condemned In King County Superior Court Cause No. 414414 For County Road.

Parcel B:

All That Portion Of Lot 'C' (New) As Delineated On Boundary Line Adjustment L94L0061, Recorded Under Recording Number 9408099001, Lying Easterly Of The Following Described Line:

Beginning At The Intersection Of The Southerly Margin Of Jones Road With The East Line Of Government Lot 8 In Section 23, Township 23 North, Range 5 East, W.M., In King County, Washington;
Thence Along Said Southerly Margin North $62^{\circ}22'11''$ West 398.36 Feet To The True Point Of Beginning Of The Line To Be Described;
Thence South $8^{\circ}28'24''$ West A Distance Of 337.86 Feet To The Northerly Bank Of The Cedar River, And The Terminus Of Said Line;
Except That Portion Thereof Condemned In King County Superior Court Cause No. 414414 For County Road.

(Said Parcels A and B Being Known As Lot C, King County Boundary Line Adjustment No. L94L0061, Recorded Under Recording Number 9408099001, In King County, Washington).

232305-9062 & 232305-9043:

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOW:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 8 WITH THE SOUTHWESTERLY MARGIN OF THE J. E. JONES ROAD;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN 200 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID LINE 88 FEET;
THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF SAID GOVERNMENT LOT 8 TO THE NORTH BANK OF THE CEDAR RIVER;
THENCE EASTERLY ALONG SAID NORTH BANK TO THE SOUTHWEST CORNER OF A TRACT SOLD TO JOHN J. BRAMBLETT AND THELMA BRAMBLETT, HUSBAND AND WIFE, BY A REAL ESTATE CONTRACT RECORDED SEPTEMBER 6, 1966, UNDER RECORDING NO. 8077988;
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID CONVEYED TRACT TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOW:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 8 WITH THE SOUTHWESTERLY MARGIN OF THE J. E. JONES ROAD;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN 288 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 06°50'00" WEST TO THE NORTH BANK OF THE CEDAR RIVER;
THENCE EASTERLY ALONG SAID NORTH BANK TO THE SOUTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO PATRICK SCRIBNER, AN UNMARRIED INDIVIDUAL BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NO. 8504290586;
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID CONVEYED TRACT TO THE TRUE POINT OF BEGINNING.

232305-9141:

That portion of Government Lot 8 in Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

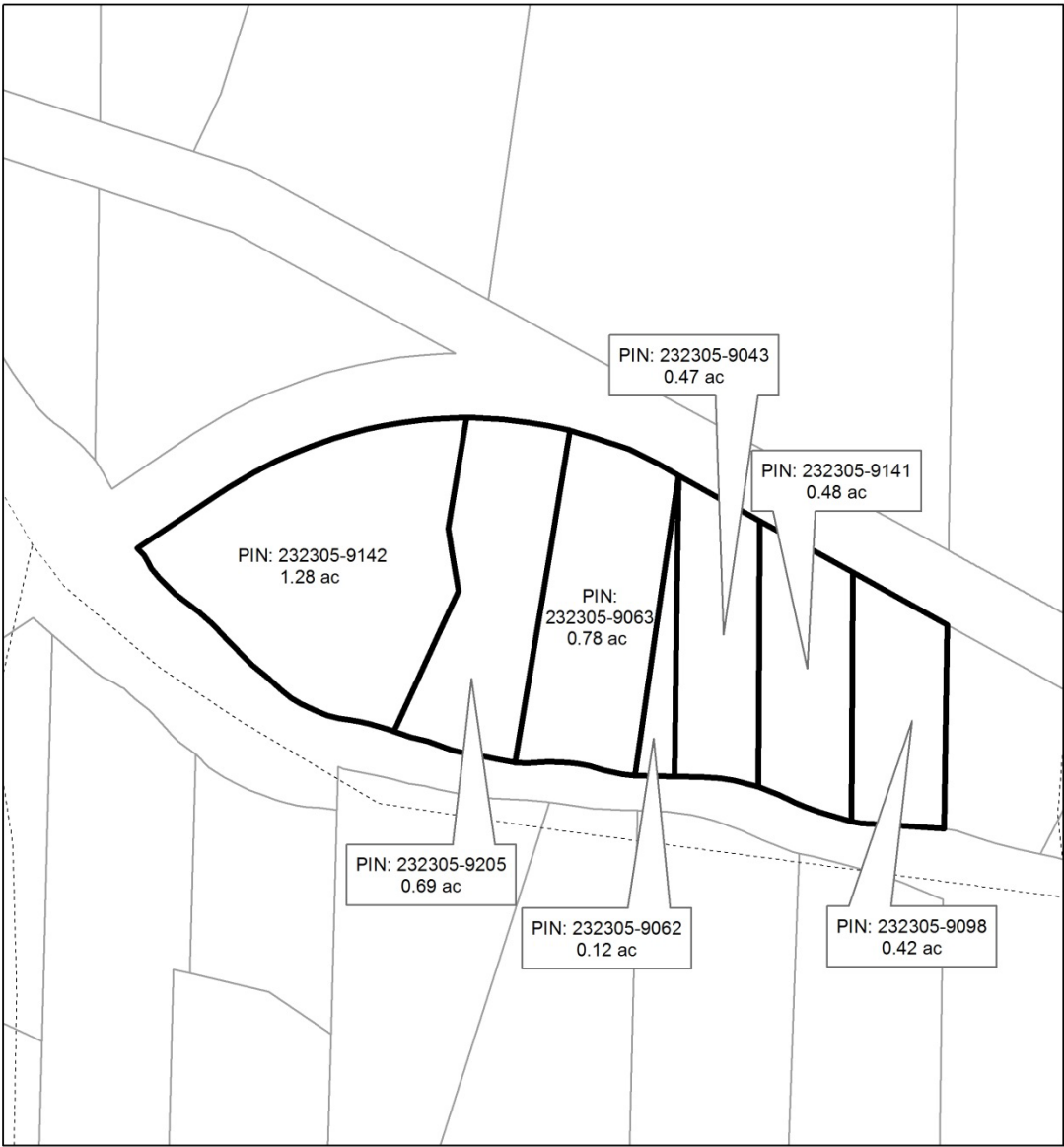
Beginning at the intersection of the East line of said Government Lot 8 with the Southwesterly margin of the J.E. Jones Road;
Thence Northwesterly along said road 100 feet to the true point of beginning;
Thence Northwesterly along said road Margin 100 feet;
Thence Southerly parallel to the East line of said Government Lot 8 to the North Bank of the Cedar River;
Thence Easterly along said River Bank to a point on a line extending Southerly parallel to the East line of said Government Lot 8 from the true point of beginning;
Thence Northerly parallel to the East line of said Government Lot 8 to the true point of beginning.

232305-9098:




That portion of Government Lot 8, Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

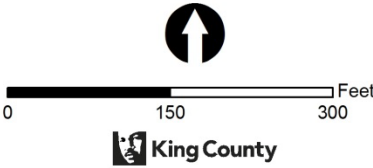
Beginning at the intersection of the East line of said Government Lot 8 with the southwesterly margin of J.E. Jones Road (Southeast Jones Road);
Thence northwesterly along said road margin 100 Feet;
Thence southerly parallel to the East line of Said Government Lot 8 to the North bank of the Cedar River;
Thence easterly along said river bank to the East line of said Government Lot 8;
Thence northerly along said East line to the point of beginning.

EXHIBIT B
Protected Property



LEGEND

-  Protected Property (4.24 acres)
-  Watercourses
-  Other KC Parcel Boundaries



When Recorded Mail To:

Seattle District U.S. Army Corps of Engineers
Regulatory Branch Mitigation Coordinator
4735 East Marginal Way South, Building 1202
Seattle, Washington 98134

**DECLARATION OF LAND USE RESTRICTION
AND REAL PROPERTY COVENANT**

Declarant: King County, a home rule charter county and political subdivision of the State of Washington

Beneficiary: State of Washington Department of Ecology and the United States Army Corps of Engineers.

Abbreviated Legal Description: Ptn of Govt Lt 2/NE ¼ Section 22, T23N,R05E; Ptn of Govt Lt 9/NW ¼ Section 23, T23N,R05E & Lt. 1 KCSP No. 1187005

Assessor's Tax Parcel IDs: 222305-9134, 222305-9105, 232305-9088, 222305-9104, 232305-9097, 222305-9155, and 232305-9133.

This Declaration of Land Use Restriction and Real Property Covenant (the "Real Property Covenant") is made this _____ day of _____, 2025 by King County, a home rule charter county and political subdivision of the State of Washington ("Declarant"), for the benefit of the State of Washington Department of Ecology and of the United States Army Corps of Engineers, referred to herein as "the Beneficiary".

WHEREAS, the Declarant makes the following recitals:

A. Declarant is the sole owner in fee simple of the real property located in King County, Washington, legally described on Exhibit A (the "Property") and depicted on Exhibit B, which are attached to and made a part of this Real Property Covenant.

B. The Property possesses natural, open space, and ecological, values that are of great importance to Declarant and the Beneficiary. These values are referred to herein as the "Conservation Values" of the Property.

C. The Declarant is creating a Real Property Covenant on this Property in accordance with the Elliott Bridge Reach Off-Channel Habitat and Floodplain Reconnection Project ("Mitigation Plan"), developed in compliance with United States Army Corps of Engineers Permit # NWS-2009-495. This Real Property Covenant is a condition of Permit # NWS-2009-495 that was issued to King County.

D. The Property also possesses opportunities to further enhance Conservation Values through future restoration activities that may include, but not be limited to, side channel construction, connections to Madsen Creek, bridge abutment removal, road reconfiguration, and levee removal or setback on or adjacent to the Property.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish a Real Property Covenant on the Property as follows:

1. *Declaration of Real Property Covenant*

Declarant voluntarily establishes this Real Property Covenant in perpetuity over the Property, subject to the Permitted Exceptions attached as Exhibit C, on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Property.

2. *Purpose*

It is the purpose of this Real Property Covenant to ensure that the Property will be retained forever in a natural, open space and scenic condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Declarant and the Beneficiary intend that this Real Property Covenant will confine the use of the Property to such activities as are consistent with the purpose of this Real Property Covenant.

3. *Rights of the Beneficiary*

To accomplish the purpose of this Real Property Covenant the following rights may be exercised by the Beneficiary:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Declarant's compliance with and otherwise enforce the terms of this Real Property Covenant in accordance with Section 9; provided that, except in cases where the Beneficiary determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Real Property Covenant, such entry shall be upon prior reasonable notice to Declarant;
- (c) To conduct, with reasonable prior notice to Declarant, survey, site preparation, removal of invasive non-native vegetation, installation of native plants, and other activities associated with aquatic resource mitigation. Nothing herein shall be deemed to imply any obligation to perform such restoration activities; and
- (d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Real Property Covenant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

4. *Prohibited Uses*

Any activity on or use of the Property inconsistent with the purpose of this Real Property Covenant is prohibited, with the exception of those construction and maintenance activities performed in accordance with the Mitigation Plan and subject to the Permitted Exception attached as Exhibit C. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

(a) *Construction and Improvements.* Excavation or placement or construction of any buildings, structures, or other improvements of any kind, including, without limitation, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines.

(b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail.

(c) *Commercial Development.* Any commercial or industrial use or activity on the Property, including, but not limited to, commercial recreational activities involving active recreation.

(d) *Agricultural Activities.* Any domestic animal grazing or agricultural activities of any kind; and application of biocides except when determined by the Beneficiary to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.

(e) *Introduced Vegetation.* The planting or introduction of non-native species of plants.

(f) *Waste Disposal.* The disposal, storage, or release of yard waste, hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property. The term “release” shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term “hazardous substances” as used in this Real Property Covenant shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(g) *Active Recreation.* Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, campgrounds or any other activity involving individuals or the public or private clubs or associations engaging in organized active recreation.

(h) *Hunting.* Conducting or allowing hunting activities, including construction of blinds, camping areas, access trails, and any other hunting related activities.

(i) *Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Property. This clause does not apply to non-commercial signage, such as site rules or informational signs as posted by the Declarant.

(j) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

(k) *Vehicles.* The operation of motorized vehicles except as part of any aquatic resource creation or maintenance activity.

(l) *Division of Property.* No division of the protected Property or transfer of a portion of the protected Property shall be permitted without prior approval from Beneficiary.

5. *Reserved Rights*

Declarant reserves to itself and to its members and their personal representatives, heirs, successors and assigns, any use of, or activity on, the Property that is not inconsistent with the purpose of the Real Property Covenant and that is not prohibited herein. Without limiting the generality of the foregoing, Declarant specifically reserves the following uses and activities:

(a) *Maintenance, Monitoring and Emergencies.* The right to undertake activities necessary to maintain and monitor the Conservation Values and protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.

(b) *Fence.* With reasonable prior notice and approval from the Beneficiary, which will not be unreasonably withheld or delayed, the right to install and maintain fences around the Property, and the Beneficiary agrees not to remove or damage said fences.

(c) *Road and Cul-de-Sac Relocation.* The right, but not the obligation, to relocate 149th Ave SE and the associated cul-de-sac to increase habitat connectivity, provided that such removal or relocation provides values that are equal to or greater than the Conservation Values, and provided further, that removal or relocation activities occur after the performance period of the Mitigation Plan. 149th Ave SE or cul-de-sac relocation proposals shall require evaluation of effects on Conservation Values and permission from the Beneficiary, which permission shall not be unreasonably withheld. Any areas where Conservation Values are detrimentally impacted by such relocation activities will be restored or offset by Declarant. Declarant agrees to notify Beneficiary at least 90 days prior to relocation of 149th Ave SE or the associated cul-de-sac.

(d) *Levee Removal or Setback Levee.* The right, but not the obligation, to remove the existing levee, or to construct a levee setback project on the Property, provided that such removal or project provides values that are equal to or greater than the Conservation Values, and provided further, that removal or project activities occur after the performance period of the Mitigation Plan. Levee removal or setback levee proposals shall require evaluation of effects on Conservation Values and permission from the Beneficiary, which permission shall not be unreasonably withheld. A levee removal or setback project that results in mitigation project footprint areas becoming part

of the active river channel are considered for the purposes of this Real Property Covenant to provide values equal to or greater than the Conservation Values. Any other areas where Conservation Values are detrimentally impacted by such removal or project activities will be restored or offset by Declarant. Declarant agrees to notify Beneficiary at least 90 days prior to levee removal or construction of a levee setback.

(e) *Improvements to Hydrologic Connection.* The right, but not the obligation, to increase connectivity with the Cedar River or Madsen Creek on the Property, provided that such connectivity provides values that are equal to or greater than the Conservation Values, and provided further, that connection activities occur after the performance period of the Mitigation Plan. Proposals to alter the Property to increase the connectivity with the Cedar River or Madsen Creek shall require evaluation of effects on Conservation Values and permission from the Beneficiary, which permission shall not be unreasonably withheld. A project that results in portions of the Property becoming part of the active river channel are considered for the purposes of this Real Property Covenant to provide values equal to or greater than the Conservation Values. Any areas where Conservation Values are detrimentally impacted by such project activities will be restored or offset by Declarant. Declarant agrees to notify Beneficiary at least 90 days prior to connectivity project.

6. *Responsibilities of Declarant Not Affected.*

Other than as specified herein, this Real Property Covenant is not intended to impose any legal or other responsibility on the Beneficiary, or in any way to affect any existing obligation of the Declarant as owner of the Property. This shall apply to:

(a) *Taxes.* Declarant shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

(b) *Upkeep and Maintenance, Costs, Legal Requirements, and Liabilities.* Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property subject to the terms of the Mitigation Plan. Declarant remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Real Property Covenant and conducted by Declarant their agents or employees.

(c) *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any hazardous substances, Declarant agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required. Should Declarant become aware of the release of any hazardous substances on the Property, Declarant shall make best efforts to inform the other of such release as soon as possible.

(d) *Control.* Nothing in this Real Property Covenant shall be construed as giving rise to any right or ability in Beneficiary to exercise physical or managerial control over the day-to-day operations of the Property, or any of Declarant's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or the Model Toxics Control Act, as amended (“MTCA”).

7. *The Beneficiary’s Right to Restore the Property*

In the event that any of the Conservation Values of the Property are impaired, the Beneficiary shall have the right, but not the obligation, to restore all or portions of the Property.

8. *Access*

No right of access by the general public to any portion of the Property is created by this Real Property Covenant.

9. *Enforcement*

The Beneficiary shall have the right to prevent and correct violations of the terms of this Real Property Covenant as set forth below.

(a) *Notice of Failure.* If the Beneficiary determines that the Declarant is in violation of the terms of this Real Property Covenant or that a violation is threatened, the Beneficiary shall give written notice to Declarant of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Real Property Covenant, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Beneficiary.

(b) *Declarant’s Failure to Respond.* In addition to the rights granted in Section 3, including the right of entry, the Beneficiary may bring an action as provided for in Section 9(c) below if Declarant fails to cure the violation within thirty (30) days after receipt of notice thereof from the Beneficiary; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *The Beneficiary’s Action.* The Beneficiary may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Real Property Covenant, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Real Property Covenant or injury to any of the Conservation Values protected by this Real Property Covenant, including damages for the loss of the Conservation Values; and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Declarant’s liability therefore, the Beneficiary, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. All such actions for injunctive relief may be taken without the Beneficiary being required to post bond or provide other security.

(d) *Immediate Action Required.* If the Beneficiary, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, The Beneficiary may pursue remedies under this

Section 9 without prior notice to Declarant or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* The rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Real Property Covenant. Declarant agrees that the remedies at law for any violation of the terms of this Real Property Covenant are inadequate and Beneficiary shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Beneficiary may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* Provided the Beneficiary first provides Declarant with a Notice of Failure and Declarant fails to respond, all reasonable costs incurred by the Beneficiary in enforcing the terms of this Real Property Covenant against Declarant, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Declarant's violation of the terms of this Real Property Covenant shall be borne by Declarant. The substantially prevailing party in a judicial enforcement action regarding this Real Property Covenant shall be entitled to reimbursement of all reasonably incurred attorney's fees and litigation expenses.

(g) *The Beneficiary's Discretion.* Any forbearance by the Beneficiary to exercise rights under this Real Property Covenant in the event of any violation of any terms of this Real Property Covenant shall not be deemed or construed to be a waiver of such term or of any rights under this Real Property Covenant. No delay or omission by the Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Declarant's Control.* Nothing contained in this Real Property Covenant shall be construed to entitle the Beneficiary to bring any action against Declarant to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, nor shall Declarant be required to take steps to abate or mitigate injury to the Property resulting from such causes.

10. *Alternate Dispute Resolution*

If a dispute arises between the parties concerning the consistency of any proposed use or activity with this Real Property Covenant, the parties shall attempt to resolve the dispute through informal discussion. The parties may also agree to refer the dispute to mediation and shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The parties shall share equally the fees and expenses of the mediator.

11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this Real Property Covenant, the party required to give notice (“Notifying Party”) shall give reasonable written notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this Real Property Covenant.

(b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purpose and terms of this Real Property Covenant.

12. *Notice of Transfer of Property by Declarant and Successor and Assigns*

Anytime the Property itself, or any interest in it is transferred, or a legal claim is established by the Declarant to a third party, the Declarant, its successors and assigns, shall notify the Beneficiary in writing at least 60 days in advance of such action and the document of conveyance, transfer or establishment shall expressly refer to this Real Property Covenant.

13. *Termination of Real Property Covenant*

(a) *Frustration of Purpose.* This Real Property Covenant may only be terminated with the concurrence of the Beneficiary in the event the purpose for this covenant can no longer be fulfilled due to circumstances beyond the Declarant’s control but not to include a failure to enforce the terms of this restrictive covenant. In that event, concurrence with the termination of this Real Property Covenant must be received from the Shorelands and Environmental Assistance Program Manager of the State of Washington Department of Ecology and the District Engineer of the Seattle District of the U.S. Army Corps of Engineers.

(b) *Economic Value.* The fact that the Property may become greatly more economically valuable if it were used in a manner that is either expressly prohibited by this Real Property Covenant or inconsistent with the purpose of this Real Property Covenant, or that neighboring properties may in the future be put entirely to uses that would not be permitted hereunder, has been considered by the Declarant in granting this Real Property Covenant. It is the intent of both Declarant and the Beneficiary that any such change in the economic value of the Property from other use shall not be assumed to be circumstances justifying the termination or extinguishment of this Real Property Covenant pursuant to this section.

14. *Modification*

This Real Property Covenant may be amended only with the concurrence of the Beneficiary, provided that any such amendment shall be consistent with the purpose of the Real Property Covenant and shall not affect its perpetual duration. All amendments shall be in writing, approved by the Beneficiaries and recorded in the real property records of King County, Washington.

15. *Interpretation*

This Real Property Covenant shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Perpetual Duration*

This Real Property Covenant shall be a binding servitude running with the land in perpetuity.

17. *Notices*

Any notices required by this Real Property Covenant shall be in writing and shall be delivered personally, by first class mail, or electronically. Any notices delivered personally or by first class mail shall be sent to the following addresses unless the Notifying Party has been notified of a change of address. Any notices delivered electronically shall have a read receipt or delivery confirmation or both. The Notifying Party giving electronic notice shall bear the burden of proving when such notice was delivered.

To Declarant:

King County Department of Natural Resources and Parks
Attn: Mitigation Reserves Program
201 South Jackson Street, Suite 6300
Seattle, Washington 98134

To Beneficiary:

State of Washington Department of Ecology
Attn: Wetlands Section Manager
Shorelands and Environmental Assistance Program
P.O. Box 47600
Olympia, Washington 98504-7600

U.S. Army Corps of Engineers
Attn: Regulatory Branch Mitigation Coordinator
4735 East Marginal Way South, Building 1202
Seattle, Washington 98134

18. *Severability*

If any provision of this Real Property Covenant is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

19. *Entire Agreement*

This instrument sets forth the entire agreement of the parties with respect to the terms of this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Agreement, all of which merge herein.

IN WITNESS WHEREOF, the Declarant has set its hands on the date first written above.

Declarant:

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss
County of _____)

On this ____ day of _____, 2025, before me the undersigned, a Notary Public for the State of Washington, personally appeared _____ who stated on oath that he or she is _____ and authorized to execute the within instrument on behalf of said King County and acknowledged said instrument as the free and voluntary act of the King County for the uses and purposes mentioned therein.

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

Notary Public for the State of Washington
Residing at _____
My Commission expires: _____

EXHIBIT A

Legal Description

The following parcels of real property located in King County, Washington:

222305-9155:

Lot 1, King County Short Plat Number 1187005, recorded under Recording Number 8908240561, said short plat, described as follows:

That portion of Government Lot 2 of Section 22, Government Lot 9 of Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the quarter corner common to said Sections 22 and 23;
 thence North $0^{\circ}20'10''$ East along the line common to said sections a distance of 496.59 feet;
 thence South $79^{\circ}55'50''$ East 200.03 feet, more or less, to the Westerly line of abandoned County Road No. 1244 and the point of beginning of this description;
 thence North $79^{\circ}55'50''$ West 345.43 feet;
 thence South $14^{\circ}18'07''$ West 340.78 feet to intersect a line parallel to and 320 feet Northerly "measured at right angles" from the Northerly margin of the Columbia & Puget Sound Railway right-of-way;
 thence South $75^{\circ}41'53''$ East along said parallel line 364.02 feet to the Westerly margin of the J.E. Jones Road;
 thence Northerly along the Westerly margin of the J.E. Jones Road and the Westerly line of said abandoned County Road No. 1244 to the point of beginning;
 EXCEPT that portion thereof conveyed to King County for additional right-of-way for J.E. Jones Road by Quit Claim Deed recorded under King County Recording Number 6233045.

Being a portion of the Northwest quarter of Section 23, Township 23 North, Range 5 East, W.M.

232305-9097 and 222305-9104:

THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M. AND OF GOVERNMENT LOT 9 OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID SECTION 23 AT A POINT 496.59 FEET NORTH OF THE WEST QUARTER CORNER OF SAID SECTION 23;
 THENCE NORTH 80°15'00" WEST 145.40 FEET;
 THENCE NORTH 15°00'53" EAST 166 FEET TO A POINT WHICH BEARS NORTH 80°15'00" WEST FROM A POINT ON THE WEST LINE OF SAID SECTION 23 DISTANT 665.14 FEET NORTH OF THE WEST QUARTER CORNER OF SAID SECTION 23;
 THENCE SOUTH 80°15'00" EAST 281 FEET, MORE OR LESS, TO THE WESTERLY LINE OF ABANDONED ROAD;
 THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS NORTH 80°15'00" WEST;
 THENCE NORTH 80°15'00" WEST 197.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
 EXCEPT ANY PORTION THEREOF LYING EAST OF THE WESTERLY LINE OF A STRIP OF LAND DEEDED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 820283.

222304-9134, 222305-9105, and 232305-9088:

PARCEL A:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
 THENCE NORTH 665.14 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 80°15' WEST 101.55 FEET;
 THENCE NORTH 15°00'53" EAST 368 FEET, MORE OR LESS, TO THE SOUTH MEANDER LINE OF CEDAR RIVER;
 THENCE SOUTHEAST ALONG SAID MEANDER LINE TO THE EAST SECTION LINE OF SECTION 22;
 THENCE SOUTH TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 22, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22;
 THENCE NORTH 0°20'10" EAST ON THE EAST LINE OF SAID SECTION A DISTANCE OF 665.14 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 79°55'50" WEST A DISTANCE OF 211.55 FEET, MORE OR LESS, TO A FENCE;
 THENCE NORTH 12°29'25" EAST TO THE MEANDER LINE OF CEDAR RIVER;
 THENCE SOUTHEASTERLY ALONG SAID MEANDER LINE TO THE EAST LINE OF SAID SECTION 22;
 THENCE SOUTH TO THE POINT OF BEGINNING;
 EXCEPT ANY PORTION LYING WITHIN THE ABOVE DESCRIBED PARCEL A.

PARCEL C:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
 THENCE NORTH 665.14 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 80°15' EAST 179.45 FEET TO THE WEST RIGHT OF WAY LINE OF ABANDONED ROAD;
 THENCE NORTH 17°16' WEST 271.68 FEET, MORE OR LESS, TO THE SOUTH MEANDER LINE OF THE CEDAR RIVER;
 THENCE NORTHWEST ALONG SAID MEANDER LINE TO THE WEST SECTION LINE OF SECTION 23;
 THENCE SOUTH TO THE POINT OF BEGINNING;
 EXCEPT ANY PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 820283;
 ALSO EXCEPT ANY PORTION LYING WITHIN ABANDONED COUNTY ROAD NO. 1244.

232305-9133:

THAT PORTION OF GOVERNMENT LOT 9, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF OLD COUNTY ROAD AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 820283; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE NORTHWESTERLY LINE OF ELLIOTT BRIDGE ROAD AS DESCRIBED IN KING COUNTY SUPERIOR COURT CAUSE NO. 414414;

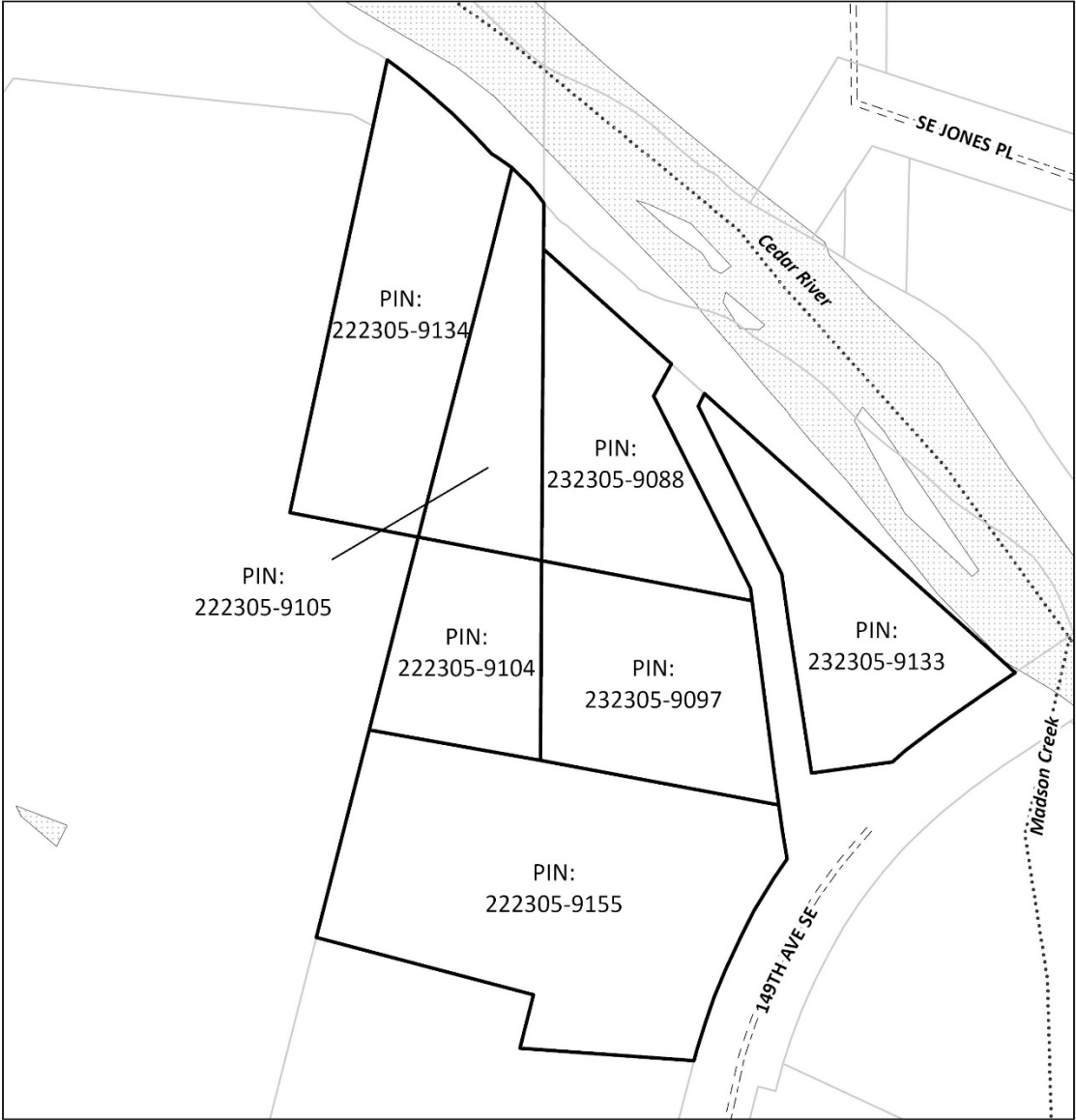
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 820283;

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED DECEMBER 19, 2003 UNDER RECORDING NO. 20031219001122.

EXHIBIT B

Property Map



- Property
- King County Parcels
- Streets
- Open Water
- Stream

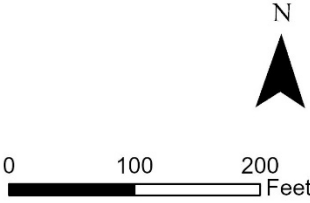


EXHIBIT C**Permitted Exceptions**

1. Easement for water use:
 Grantee: Columbia & Puget Sound Railroad Company
 Recorded: 1882
 Recording No.: 839
 Description: Perpetual right to the use of water from spring or stream. This easement affects parcels 232305-9097, 222305-9104, 222305-9105, 222305-9134, 232305-9133, and 232305-9088.

2. Easement for road cuts and fills:
 Grantee: King County
 Recorded: 1950
 Recording No.: 4006427
 Description: In conjunction with the taking of a portion of the property for 149th Ave SE, the County acquired the right to construct cuts and fills outside the acquired right of way as necessary to protect the road from landslide hazards. This easement affects parcel 232305-9133.

3. Easement for road cuts and fills:
 Grantee: King County
 Recorded: 1967
 Recording No.: 6233045
 Description: In conjunction with the taking of a portion of the property for 149th Ave SE, the County acquired the right to construct cuts and fills outside the acquired right of way as necessary to protect the road from landslide hazards. This easement affects parcel 222305-9155.

4. Easement for road cuts and fills:
 Grantee: King County
 Recorded: 2003
 Recording No.: 20031219001122
 Description: In conjunction with the taking of a portion of the property for 149th Ave SE, the County acquired the right to construct cuts and fills outside the acquired right of way as necessary to protect the road from landslide hazards. This easement affects parcel 232305-9133.

5. Easement for electric transmission lines:
 Grantee: Puget Sound Power & Light Company
 Recorded: 1990
 Recording No.: 9010080265
 Description: Power lines were removed during demolition. This easement affects parcel 222305-9155.

Staff Report

Agenda Item:	7	Name:	Charlotte Archer
Proposed No.:	FCD2025-10	Date:	September 9, 2025

Proposed Resolution FCD2025-10: Authorizing King County to Execute Real Property Covenants on Certain Real Property Purchased Through the King County Flood Control District's Home Buyout and Elevation Program.

King County has submitted a request for the Board of Supervisors to authorize the execution of real property covenants that would encumber nine (9) parcels originally purchased utilizing District funding through the District's Home Buyout and Elevation Program. This request is made pursuant to King County Code Section 4.56.060.E.1.a, which requires the District's approval by resolution before King County can convey (including transmittal of an encumbrance of this nature) a real property interest acquired by King County utilizing District funding.

By this Resolution, the Board of Supervisors would authorize King County to execute the proposed Declarations of Land Use Restriction and Real Property Covenants for the identified nine (9) parcels, King County Tax Parcel Nos. 2323059142, 2323059205, 2323059063, 2323059062, 2323059043, 2323059141, 2323059098, 2223059155 and 2323059133 (the "Parcels").

Background for Request from King County:

- Original Acquisition of Impacted Parcels.

The District's **Home Buyout and Elevation Program** is a program designed to protect people and property in flood-prone areas of unincorporated King County and the City of Snoqualmie through the voluntary sale of structures or the voluntary elevation of structures. For a home buyout through the program (the relevant component of the program to this request), the District funds the purchase through a voluntary sale of flood-prone properties and structures, primarily of structures in areas where there is significant flood risk due to fast-moving waters, channel migration, or bank erosion.

The District, through its primary service provider King County, funded the acquisition by King County of seven parcels on the right bank of the Cedar River between 2007 and 2010, and two parcels on the left bank of the Cedar River in 2012 as part of the home buyout program. These Parcels are identified as King County Tax Parcel Nos. 2323059142, 2323059205, 2323059063, 2323059062, 2323059043, 2323059141, 2323059098, 2223059155 and 2323059133.

- King County's Use of the Impacted Parcels Following Acquisition.

In 2004, the King County Council established King County's **Mitigation Reserves Program** ("KC MRP"), which is currently implemented by King County through an in-lieu fee ("ILF") program, as approved by the King County Council in 2012, and as administered by the Water and Land Resources Division of the King County Department of Natural Resources and Parks. The KC MRP has been acknowledged by the US Army Corps of Engineers ("Corps") and the Washington State Department of Ecology ("Ecology") as meeting federal and state programmatic requirements for operating an ILF program, which is defined as:

A program involving the restoration, establishment, enhancement, and/or preservation of aquatic resources through funds paid to a governmental or non-profit natural resources management entity to satisfy compensatory mitigation requirements. Similar to a mitigation bank, an in-lieu fee program sells compensatory mitigation credits to permittees whose obligation to provide compensatory mitigation is then transferred to the in-lieu program sponsor.

33 CFR 332.2.

Through the KC MRP, King County completed construction of the **Elliott Bridge Mitigation Project** in 2016, which was a project to restore off-channel habitat and floodplain reconnection utilizing the purchased Parcels. The project restored approximately 11.5 acres on the right and left banks of the Cedar River, adding flood storage capacity and salmon habitat.

The federal mitigation rule (33 C.F.R. § 332.7) that governs the ILF requires permanent site protection to ensure mitigation sites established by KC MRP continue to provide ecological functions in perpetuity and permit the use of restrictive covenants to provide the necessary permanent site protection. The restrictive covenants ensure the Parcels remain as natural open space in perpetuity in order to meet the requirements of the KC MRP. As required by the Army Corps of Engineers and the federal regulations, the restrictive covenants must be recorded on the Parcels before the end of the KC MRP management of the Elliot Bridge Mitigation Project, which is scheduled to end in December 2025.

King County provided the Declarations of Land Use Restriction and Real Property Covenants to the Board that are attached to the Resolution as Exhibits A and B, which have been pre-approved by the Army Corps of Engineers and Washington State Department of Ecology.

- Request from King County to Board of Supervisors Under KCC 4.56.060.E.1.a.

At the time of District formation, the King County Council adopted the following provisions into the King County Code pertaining to real property purchased in the name of the District (relevant provision for this request in bold):

KCC 4.56.060 Real Property – responsibilities

E.1. As part of the services the county provides to the King County Flood Control Zone District under an interlocal agreement, the county, acting through the facilities management division in coordination with the department of natural resources and parks, is authorized to sell or otherwise convey real property and real property interests held in the name of the county that were acquired on behalf of the district, without being subject to the other requirements of this chapter, but only if:

a. the district, by resolution, directs the county to convey to the district or named third parties those real properties or real property interests acquired by the county for the district and held in the county's name. Within the time stated in the resolution, or within sixty days of the county's receipt of a copy of the resolution, if a time is not stated in the resolution, the division should execute the conveyance document, in a form approved by the district, and transmit it to the district unless the resolution directs the conveyance document be transmitted to named third parties; or

b.(1) the district, by resolution, directs the county to sell those real properties or real property interests acquired by the county for the district and held in the county's name, with the proceeds of the sales remitted to the district. Unless otherwise directed by the district by resolution, all sales shall be made to the highest responsible bidder at public auction or by sealed bid. Within the time stated in the resolution, or within sixty days of the county's receipt of a copy of the resolution, if a time is not stated in the resolution, the division should initiate the process to sell real properties or real property interests; and

(2) not more than thirty days after bids are received, the county shall provide the district with notice of all bids received and the county's determination of the highest responsible bidder. Before closing on any sale, the county shall obtain written confirmation from the district's executive director that the district concurs in the county's determination of the highest responsible bidder.

2. The county shall provide monthly progress reports on all district-authorized conveyances or sales, including but not limited to in the case of a conveyance, the expected date of executing the conveyance documents or, in the case of a sale, the closing date. In each monthly report, if the expected date of the executing conveyance documents is delayed or the expected closing date of a sale is delayed, the county shall report to the district the reasons for the delay and the new expected date to convey or sell.

3. No later than March 31 of each year, the county shall provide to the executive director of the King County Flood Control Zone District an inventory of all real property and real property interests acquired by the county on behalf of the district and held in the name of the county.

Because the Parcels were purchased utilizing District funding, King County recently submitted a request to the Board of Supervisors pursuant to KCC 4.56.060.E.1.a, seeking approval by the District for the execution of the Declarations of Land Use Restriction and Real Property Covenants, which convey a property right inherent in these Parcels to the Army Corps of Engineers and WA Department of Ecology. As a result of the proposed conveyance, the use of these Parcels would be restricted to natural open space in perpetuity. Again, the execution of these covenants is necessary for compliance with the federal regulations governing the ILF.

In summary, by adopting this Resolution, the Board would authorize—consistent with KCC 4.56.060.E.1.a—King County to “convey” the Parcels through the execution of the Declarations of Land Use Restriction and Real Property Covenants attached to the Resolution as Exhibit A (for the Parcels on the right bank of the Cedar River) and Exhibit B (for the Parcels on the left bank of the Cedar River).

The Executive Committee is requested to review the request and associated Resolution and move the item forward to the full Board for its next meeting.



KING COUNTY FLOOD CONTROL DISTRICT

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

Signature Report

FCD Motion

Proposed No. FCD25-03.1

Sponsors

1 A MOTION declaring the King County Flood Control
2 District's commitment to integrated floodplain management
3 and multibenefit projects and to the principles of
4 environmental stewardship, equity and social justice and
5 environmental justice; and establishing how the District
6 prioritizes capital projects utilizing a "worst-first" paradigm
7 arranging flood risk reduction projects based on an
8 assessment of risk, severity, and consequence.

9 WHEREAS, The King County Flood Control Zone District ("the District") is
10 committed to providing flood risk reduction capital projects and programs to the residents
11 of King County, and

12 WHEREAS, the District works to accomplish this critically important purpose by
13 efficiently, effectively, and transparently reducing flood risks and enhancing community
14 and environmental resilience through a comprehensive approach to floodplain
15 management, and

16 WHEREAS, projects and programs designed to reduce flood risks are developed
17 and implemented in collaboration with Tribes, federal, state, and local governments,
18 environmental and community organizations, interested parties, and the public, reflecting
19 shared values and priorities, and

20 WHEREAS, the District's mission is driven by implementing flood risk reduction
21 policies and projects to protect life and property while advancing various benefits
22 including equity and social justice, sustainable livelihoods, habitat protection, salmon
23 recovery, recreation, resilient communities, and others, and

24 WHEREAS, to ensure the District's limited resources are directed toward
25 addressing the most critical vulnerabilities in the flood risk reduction system, the District
26 utilizes a "worst-first" paradigm prioritizing flood risk reduction projects based on an
27 assessment of risk, severity, and consequence;

28 NOW, THEREFORE, BE IT MOVED BY THE BOARD OF SUPERVISORS
29 OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

30 SECTION 1. Building on the criteria established in the 2006 King County Flood
31 Hazard Management Plan and previously approved legislation (FCD20-07 Multi-Benefit
32 Motion and FCD2021-16 Capital Project Delivery Resolution), the District's approach is
33 structured around three key components (risk, severity, and consequence) that serve as
34 the foundation for managing flood risks and strengthening community resilience. These
35 components are designed to not only enhance flood safety but also align with broader
36 social, environmental, and economic objectives. By integrating these priorities, the
37 District ensures a holistic, adaptive strategy that promotes sustainability and enables
38 communities to thrive amid future uncertainties.

39 SECTION 2. Risk (or urgency) is a criterion used to describe how soon the flood
40 risk needs to be addressed to avoid its occurrence or reoccurrence.

41 SECTION 3. Severity and consequence, combined, are prioritized using two
42 criteria.

43 A. The first criterion is intended to evaluate the nature and severity of the
44 impacts, irrespective of the scale at which the impact will occur.

45 B. The second criterion is intended to describe the scale of the problem – is the
46 problem manifest over a large area or in a manner that will affect a large number of
47 people, or is it largely localized? In instances where the physical impact is over a small
48 area, but a larger number of people will be affected, prioritization is based on the impact
49 rather than just the physical area.

50 SECTION 4. Consequence has an additional criterion intended to differentiate
51 between types of land uses. If more than one type of land use is at risk, prioritization will
52 be given to the higher ranked applicable land use, as ranked by King County:

- 53 A. Critical Facilities;
- 54 B. Residential;
- 55 C. Commercial (some commercial structures are critical facilities);
- 56 D. Agriculture (Farmland Preservation Program [FPP] land should be given a
57 higher priority than non-FPP lands);
- 58 E. Developed Recreational (those with regional importance should receive higher
59 prioritization);
- 60 F. Undeveloped land in floodplain or Moderate Channel Migration Zone (CMZ);
- 61 G. Undeveloped land in floodplain or Severe CMZ;

62 SECTION 5. During the evaluation of capital projects, additional prioritization
63 may be determined based on:

- 64 A. Project readiness;
- 65 B. Project's ability to leverage District funds with external resources or funding;

- 66 C. Project's support of multiple floodplain objectives;
- 67 D. Project's cost effectiveness;
- 68 E. Project's meeting or exceeding floodplain management regulations;
- 69 F. Project's score in FEMA's Community Rating System;
- 70 G. Project's relation to an active CIP program for flooding and/or stormwater
- 71 drainage; and
- 72 H. Project's relation to an active O&M program for flooding and/or stormwater
- 73 drainage.

74 SECTION 6. Prioritizing assessments may be done quantitatively, qualitatively,
75 or a combination thereof, and input may be received from the Advisory Committee, Joint
76 Basin Technical Committee, and service providers. Final approval of flood risk reduction
77 priorities and projects resides solely with the District's Board of Supervisors.

78 SECTION 7. The District is committed to the interconnectedness of flood risk
79 reduction, environmental stewardship, equity and social justice, and environmental
80 justice and supports advancing interrelated community interests with multi-benefits
81 including:

- 82 A. Equity and Social Justice;
- 83 B. Environmental Justice;
- 84 C. Habitat Protection and Salmon Recovery;
- 85 D. Resilient Communities and Ecosystems;
- 86 E. Productive and Viable Agriculture;
- 87 F. Sustainable Development;
- 88 G. Jobs and Sustainable Livelihoods;

- 89 H. Open Space conservation;
90 I. Sustainable and Clean Water; and
91 J. Recreation and Other Opportunities to Connect People with Nature.

92 SECTION 8. Balancing flood risk reduction with the multi-benefits identified
93 above, where applicable, reflects the principles of resilience. This approach ensures that
94 floodplain strategies not only reduce immediate risks but also support long-term
95 sustainability and adaptive capacity to meet future challenges.

96 SECTION 9. The District follows all Tribal Treaty Rights and applicable federal,
97 state, and local laws when implementing its Integrated Floodplain Management approach.

98 SECTION 10. The Integrated Floodplain Management principles employed by
99 the District also seeks equitable distribution of the District's resources geographically to
100 serve residents countywide and across both rural and urban areas as well as incorporated
101 and unincorporated.

102 SECTION 11. The District acknowledges that partnerships are essential not only
103 during the planning and design phases of capital projects and programs but also in
104 funding collaborations. Recognizing that the District's finite revenue resources are
105 primarily focused on implementing flood risk reduction projects and programs, this
106 collaborative approach allows the District to achieve the maximum benefits for each
107 project. By engaging partners in both strategic and financial capacities, the District
108 ensures that multi-benefit projects are realized to their fullest potential. This shared
109 investment approach underscores the importance of leveraging resources and expertise to
110 create impactful, sustainable outcomes for King County communities.

111 SECTION 12. The District created a glossary to enhance clarity, consistency, and
112 efficiency in communication, providing a centralized resource for defining key terms
113 related to Integrated Floodplain Management, thereby making it easier for the District
114 and its service providers, partners, constituents, and other interested parties to share and
115 understand complex information.

116 SECTION 13. Glossary:

117 A. Capital Improvement Program (CIP): A multi-year plan intended to reduce
118 flood risk for communities throughout King County. The King County Flood Control
119 District's (District) Capital Improvement Program (CIP) is typically 6 years in length,
120 outlines and prioritizes capital improvement projects (and occasionally programmatic
121 actions) based on funding availability and risk, severity, and consequence, includes
122 estimated time to complete projects identified for funding, and is approved annually by
123 the District's Board of Supervisors. The approved "CIP" forms a significant basis for the
124 District's annual work plan, which is implemented by the District through Interlocal
125 Agreements and contracts between the District and its service providers.

126 B. Capital Improvement Project: A flood risk reduction project planned as a
127 large-scale investment creating or significantly enhancing durable assets (e.g., flood
128 facilities) to systematically address and lessen the impacts of flooding within a
129 community. Projects are typically characterized by their substantial financial outlays and
130 the implementation of infrastructure or measures which are expected to last for many
131 years. This may include, but not limited to, construction of new, or improvements to
132 existing, physical infrastructure such as levees, revetments, floodwalls, and pump
133 stations. Non-structural solutions may also be considered as a capital improvement

134 project, such as the acquisition and removal of flood-prone properties (buyouts),
135 elevation of existing homes, or the development of green infrastructure like vegetated
136 detention basins, constructed wetlands, and bioswales, which can also provide
137 environmental co-benefits.

138 C. Capital Investment Strategy (CIS): A proposed sequence of coordinated
139 capital improvement projects intended to upgrade and modernize King County's aging
140 flood risk reduction facilities to meet current and future demands. The strategies,
141 organized by river basin, suggest potential near-term, medium-term, and long-term
142 capital improvement projects that were identified during an assessment of key problem
143 areas and potential solutions. The King County Flood Control District (District) directs
144 the development of Capital Investment Strategies, which are completed by King County
145 as service provider to the District, with input provided by Tribes, federal, state, and local
146 governmental partners, interested parties, and the public. Programmatic activities may
147 occasionally be included as suggested actions in the strategies with the approval of the
148 District. The final strategies are approved as policy guidance by the District's Board of
149 Supervisors, and projects and actions identified within each approved "CIS" may then be
150 considered for inclusion in the District's annual Capital Improvement Program.

151 D. Consequence: The potential outcomes of a flood event, including threats to
152 public safety, damage to infrastructure and property, economic disruptions,
153 environmental degradation, and disproportionate impacts on vulnerable populations.

154 E. Environmental Justice: All people, regardless of race, color, national origin,
155 or income (historically disadvantaged populations), enjoy the same degree of protection
156 from environmental and health hazards.

157 F. Environmental Stewardship: The responsible management and protection of
158 natural resources and ecosystems to ensure their sustainability for present and future
159 generations. It involves proactive efforts to conserve, restore, and enhance the
160 environment through practices that minimize human impact, promote biodiversity, and
161 support ecological balance. Environmental stewardship can be carried out by individuals,
162 communities, organizations, and governments through policies, conservation initiatives,
163 sustainable land and water management, and advocacy for environmental justice.

164 G. Equity: Ensuring fair treatment and meaningful involvement of all people,
165 regardless of race, color, ethnicity, religion, income, or education by providing resources
166 to community members that are proportionate to what they need to thrive.

167 H. Flood Risk Reduction: An action taken to decrease exposure of people and
168 property to flood or channel migration hazards.

169 I. Habitat Protection and Salmon Recovery: Restore and protect riparian and in-
170 stream habitats to benefit fish and aquatic organisms and to support long-range recovery
171 goals for Endangered Species Act (ESA) listed Chinook and Steelhead.

172 J. Jobs and Sustainable Livelihoods: Diversity and number of jobs that are
173 retained and increased in areas suitable for development that support residents and
174 employees.

175 K. Open Space Conservation: Retain priority open space in the floodplains and
176 advance regional conservation plans. The U.S. Forest Service defines open space as land
177 that is valued for natural processes and wildlife, agricultural and forest production,
178 aesthetic beauty, active and passive recreation, and other public benefits. Locally based,
179 long-term open space conservation plans help communities protect their environment,

180 improve quality of life, and preserve critical elements of the local heritage, culture, and
181 economy.

182 L. Productive and Viable Agriculture: Create, support, and implement policies
183 and actions that support continued production of crops and livestock on the remaining
184 farmland.

185 M. Recreation and Other Opportunities to Connect People with Nature:
186 Leverage existing plans and fill known gap areas in recreation in an equitable manner.

187 N. Resilience: The ability of communities, ecosystems, and infrastructure to
188 recover quickly and effectively from flooding events while adapting to changing
189 conditions over time.

190 O. Resilient Communities and Ecosystems: Create, support, and implement
191 policies and actions that reduce climate change vulnerabilities equitably and increase the
192 resilience of communities, natural systems, and the built environment.

193 P. Risk: The estimated impact that a hazard would have on people, services,
194 facilities, and structures in a community. Risk measures the likelihood of a hazard
195 occurring and resulting in an adverse condition that causes injury or damage. Risk is
196 often expressed in relative terms such as a high, moderate, or low likelihood of sustaining
197 damage above a particular threshold due to occurrence of a specific type of hazard. Risk
198 also can be expressed in terms of potential monetary losses associated with the intensity
199 of the hazard. Synonymous with urgency.

200 Q. Severity: The potential magnitude of flood impacts, including the depth and
201 velocity of floodwaters, the extent of inundation, the duration of flooding, and the
202 resilience of the affected community, acknowledging historically underserved

203 communities may have limited resilience. Severity is typically identified by river basin
204 in terms of phases based on historical flood events.

205 R. Social Justice: Ensuring fair treatment and meaningful involvement of
206 historically repressed people who have disproportionately faced institutional
207 discrimination or systemic racism.

208 S. Sustainability: The capacity to meet present flood protection needs without
209 compromising the ability of future generations to address their own needs, emphasizing
210 long-term ecological health, community well-being, and climate adaptability.

211 T. Sustainable and Clean Water: Create, support, or implement policies and
212 actions to improve water quality (temperature and chemistry).

213 U. Sustainable Development: A development pattern that recognizes ecosystem
214 values, is resilient to climate change and natural hazards, sustains a viable economy,
215 creates livable communities, and advances equity. Economic development conducted
216 without depletion of natural resources. It is an organizing principle for meeting human
217 development goals while sustaining the ability of natural systems to provide the natural
218 resources and ecosystem services on which the economy and society depend. It can also

219 be defined as meeting the needs of the present without compromising the ability of future
220 generations to meet their own needs.

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: None



STAFF REPORT

Agenda Item:	8	Name:	Michelle Clark
Proposed Legislation:	FCD25-03	Date:	September 9, 2025

Proposed FCD Motion FCD25-03: A MOTION declaring the King County Flood Control District's commitment to integrated floodplain management and multibenefit projects and to the principles of environmental stewardship, equity and social justice and environmental justice; and establishing how the District prioritizes capital projects utilizing a “worst-first” paradigm arranging flood risk reduction projects based on an assessment of risk, severity, and consequence.

Proposed Motion FCD 25-03 does four things:

1. Declares the King County Flood Control District's (District) commitment to Integrated Floodplain Management and multibenefit projects;
2. Declares the District's commitment to the principles of environmental stewardship, equity and social justice, and environmental justice;
3. Establishes how the District prioritizes capital projects utilizing a “worst-first” paradigm arranging flood risk reduction projects based on an assessment of risk, severity, and consequence; and
4. Establishes a glossary to enhance clarity, consistency, and efficiency in communication, providing a centralized resource defining key terms related to Integrated Floodplain Management for the District and its service providers, partners, constituents, and other interested parties.

Proposed Motion FCD 25-03 has been developed in accordance with the guidance provided by the District Board of Supervisor as established in the District’s 2025 Work Program, which is Attachment A in the 2025 budget adopted on November 19, 2024, by Resolution FCD2024-12. The 2025 Priorities include, among other issues:

- Policy development for a review of the District’s 6-year Capital Investment Program (CIP) to prioritize projects and align expenditures with District revenue; and
- Direction to align capital projects in the District’s budget with actual expenditures for service providers.

If approved, proposed Motion FCD 25-03 will be utilized by the District to review and prioritize the District’s 6-year CIP, in collaboration with its service providers, providing to the District’s Board of Supervisors a revised and updated 6-year CIP for consideration as part of the 2026 budget deliberation.



KING COUNTY FLOOD CONTROL DISTRICT

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

Signature Report

FCD Motion

Proposed No. FCD25-04.1

Sponsors

1 A MOTION authorizing the Chair to enter into a
2 professional services agreement with Inslee, Best, Doezie
3 & Ryder, P.S. for legal consulting services.

4 WHEREAS, the King County Flood Control Zone District ("the District") has
5 determined it is in the best interest of the District to hire a consultant to provide legal
6 consultant services, and

7 WHEREAS, the District issued a request for proposals for legal consultant
8 services, and

9 WHEREAS, District staff reviewed the submittals provided by consultants that
10 responded to the request for proposals, and

11 WHEREAS, the District desires to enter into a professional services agreement
12 with Inslee, Best, Doezie & Ryder, P.S. to provide legal consulting services;

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

15 SECTION 1. The Chair of the King County Flood Control Zone District is

16 authorized to enter into the Contract for Professional Services, Attachment A to this
17 motion.

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Reagan Dunn, Chair

ATTEST:

Russell Pethel, Clerk of the District

Attachments: A. King County Flood Control Zone District Contract for Professional Services

KING COUNTY FLOOD CONTROL ZONE DISTRICT CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the King County Flood Control Zone District, a Washington municipal corporation ("District"), and Inslee, Best, Doezie & Ryder, P.S. organized under the laws of the state of Washington, located and doing business at 10900 NE 4th Street, Suite 1500, Bellevue, WA 98004, (425) 450-4209, Charlotte Archer, (hereinafter the "Consultant").

RECITALS:

WHEREAS, the District has determined the need to have certain services performed for the residents of King County, requiring specific expertise; and

WHEREAS, the District desires to have the Consultant perform such services pursuant to certain terms and conditions;

NOW THEREFORE, in consideration of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

AGREEMENT:

1. Scope and Schedule of Services to be Performed by Consultant.

The Consultant shall perform work as assigned by the District, which may include the services described in Exhibit "A" of this Agreement which is attached hereto and incorporated herein by this reference as if set forth in full. Additional work may be assigned by the District, however, this Agreement does not obligate the District to assign any specific work or any work to the Consultant. In performing the services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The District shall pay the Consultant for services rendered according to the rates and methods set forth below. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "B."

[Check applicable method of payment]:

☐ **LUMP SUM.** Compensation for these services set forth in Exhibit A shall be a Lump Sum of \$_____.

☐ **TIME AND MATERIALS NOT TO EXCEED.** Compensation for these services shall not exceed \$_____ per year without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."

☒ **TIME AND MATERIALS.** Compensation for these services shall be on a time and materials basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

**OTHER**

The Consultant shall complete and return to the District Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice.

3. Payment.

A. The Consultant shall maintain time and expense records and provide them to the District monthly after services have been performed, along with monthly invoices in a format acceptable to the District for work performed to the date of the invoice.

B. All invoices shall be paid by District warrant within thirty (30) days of receipt of a proper invoice. If the District objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

C. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by District representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors, including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to Revised Code of Washington (RCW) 51.08.195, as required by law, to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties, which is subject to Title 51 RCW, Industrial Insurance.

E. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The District may withhold payment for such work until the work meets the requirements of the Agreement. The District shall pay the Consultant for services rendered within thirty (30) days after District voucher approval. However, if the District objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the Parties will immediately make every effort to settle the disputed portion.

F. The District reserves the right to direct the Consultant's compensated services before reaching the maximum amount.

4. Duration of Agreement.

A. This Agreement shall be in full force and effect for a period commencing upon mutual execution of this Agreement, and ending July 30, 2026, unless sooner terminated under the provisions of this Agreement. The District reserves the right to offer up to three one-year extensions prior to the expiration of the Agreement to retain the Consultant's services.

B. Time is of the essence of this Agreement in each and all of its provisions in which

performance is required. If delays beyond the Consultant's reasonable control occur, the Parties will negotiate in good faith to determine whether an extension is appropriate.

5. Standard of Care. The Consultant represents and warrants that it has the requisite training, skill, and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

6. Ownership and Use of Documents.

A. *Ownership.* Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the District, shall be the property of the District whether the project for which they were created is executed or not.

B. *Records preservation.* Consultant understands that this Agreement is with a government agency and thus all records created or used in the course of Consultant's work for the District are considered "public records" and are subject to disclosure by the District under the Public Records Act, Chapter 42.56 RCW ("the Act"). Consultant agrees to safeguard and preserve records in accordance with the Act. The District may be required, upon request, to disclose the Agreement, and the documents and records submitted to the District by Consultant, unless an exemption under the Public Records Act applies. If the District receives a public records request and asks Consultant to search its files for responsive records, Consultant agrees to make a prompt and thorough search through its files for responsive records and to promptly turn over any responsive records to the District's public records officer at no cost to the District.

7. Relationship of the Parties; Independent Consultant. The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the District hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the District. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the District being interested only in the results obtained under this Agreement. None of the benefits provided by the District to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the District to the employees, agents, representatives, or sub-consultants of the Consultant. The District shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and sub-consultants during the performance of this Agreement. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

8. Indemnification.

A. Consultant shall protect, defend, indemnify and hold harmless the District, its officers, officials, employees, agents and volunteers from any and all costs, claims, injuries, damages, suits, losses

or liabilities of any nature, including attorneys' fees, arising out of or in connection with the negligent acts, errors or omissions of the Consultant, its officers, employees and agents in performing this Agreement.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. *Minimum Scope of Insurance.* Consultant shall obtain insurance of the types described below:

i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The District shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.

iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

iv. Professional Liability insurance appropriate to the Consultant's profession.

B. *Minimum Amounts of Insurance.* Consultant shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- iii. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. *Other Insurance Provisions.* The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

- i. The Consultant's insurance coverage shall be primary insurance as respects the District. Any insurance, self-insurance or insurance pool coverage maintained by the District shall be in excess of the Consultant's insurance and shall not contribute with it.
- ii. The Consultant's insurance shall be endorsed to state that coverage shall not be canceled by either Party except after thirty (30) days prior written notice by mail has been given to the District.

D. *Verification of Coverage.* The Consultant shall furnish the District with original certificates for all policies and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement for Automobile Liability and Commercial General Liability, evidencing the insurance requirements of the Consultant before commencement of the work.

E. *Notice of Cancellation.* The Consultant shall provide the District with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. *Failure to Maintain Insurance.* Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the District may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the District on demand, or at the sole discretion of the District, offset against funds due the Consultant from the District.

G. *No Limitation.* Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

10. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain other such records as may be deemed necessary by the District to ensure proper accounting of all funds contributed by the District to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after the termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the District.

11. District's Right to Inspection and Audit.

A. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

B. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the District during the performance of this Agreement. All work products, data, studies, worksheets, models, reports, and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the District.

12. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

13. Termination.

A. *Termination without cause.* This Agreement may be terminated by the District at any time for public convenience, for the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors.

B. *Termination with cause.* This Agreement may be terminated upon the default of the Consultant and the failure of the Consultant to cure such default within a reasonable time after receiving written notice of the default.

C. *Immediate Termination.* This Agreement may be terminated immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. *Rights Upon Termination.*

i. With or Without Cause. Upon termination for any reason, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the District, and the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. The Consultant shall not be entitled to any reallocation of cost, profit or overhead. The Consultant shall not in any event be entitled to

anticipated profit on work not performed because of such termination. The Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. Upon termination, the District may take over the work and prosecute the same to completion, by contract or otherwise.

ii. Default. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained, by the District by reason of such default.

E. *Suspension.* The District may suspend this Agreement, at its sole discretion. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

F. *Notice of Termination or Suspension.* If delivered to the Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the District's written notice or such date as stated in the District's notice of termination, whichever is later. Notice of suspension shall be given to the Consultant in writing upon one week's advance notice to the Consultant. Such notice shall indicate the anticipated period of suspension. Notice may also be delivered to the Consultant at the address set forth in the "Notices" Section herein.

G. Nothing in this Subsection shall prevent the District from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

14. Discrimination Prohibited.

A. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

B. Violation of this Section shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by the District, in whole or in part, and may result in ineligibility for further work for the District.

15. Force Majeure. Notwithstanding anything to the contrary in this Agreement, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorist acts, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, governmental laws, regulations or restrictions, civil commotions, casualty, actual or threatened public health emergency (including, without limitation, epidemic, pandemic, famine, disease, plague, quarantine, and other significant public health risk), governmental edicts, actions, declarations or quarantines by a governmental entity or health organization, breaches in cybersecurity, and other causes beyond the reasonable control of the Party obligated to perform, regardless of whether such other causes are (i) foreseeable or unforeseeable or (ii) related to the specifically enumerated events in this paragraph

(collectively, a "Force Majeure"), shall excuse the performance of such Party for a period equal to any such prevention, delay or stoppage. To the extent this Agreement specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by a Force Majeure.

16. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the written consent of the District. Any assignment made without the prior approval of the District is void.

17. Conflict of Interest. The Consultant represents to the District that it has no conflict of interest in performing any of the services set forth in Exhibit "A". In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the District.

18. Confidentiality. All information regarding the District obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

19. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the District in the event that the terms of the provisions are effectuated.

20. Employment of State Retirees. The District is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the District is required to elicit on a written form if any of the Contractor's employees providing services to the District retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the District to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the District or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the District and shall promptly complete the form provided by the District after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the District from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

22. Non-waiver of Breach. The failure of either Party to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein contained in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be in full force and effect.

23. Modification. No waiver, alteration, modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the District and the Consultant.

24. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, in which case the notice or communication shall be deemed given on the date of receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, in which case the notice or communication shall be deemed given three (3) business days after the date of deposit in the United States mail; or (c) sent by overnight delivery using a nationally recognized overnight courier service, in which case the notice or communication shall be deemed given one business day after the date of deposit with such courier. In addition, all notices shall also be emailed, however, email does not substitute for an official notice. Notices shall be sent to the following addresses:

DISTRICT:

King County Flood Control District
Russell Pethel
Administrator / Clerk
516 3rd Ave. Room 1200
Seattle, WA 98104

CONSULTANT:

Phone No.: _____
Email: _____

25. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit, which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment.

26. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

28. Severability. Any provision or part of this Agreement held to be void or unenforceable

under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the District and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

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IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the dates listed below.

CONSULTANT:

**KING COUNTY FLOOD CONTROL
DISTRICT:**

By: _____

By: _____

Reagan Dunn
Board Chair

Title: _____

Date: _____

Date: _____

Scope of Work

The scope of services for District representation includes providing regular legal services and advice to District staff and the Board of Supervisors on a variety of subjects including but not limited to District power and authority, federal, state and local laws and regulations, eminent domain, nuisance abatement, public/private development, bidding and construction, purchasing and procurement, property acquisition and easements, sale and transfer of real property and interests, employment, public disclosure, open public meetings, claims for damages and methods to avoid litigation. At a minimum, the successful firm or individual who will represent the District is expected to do the following:

- Attend hybrid Executive Committee meetings on the first Wednesday of every month, from 1:30-3:00 PM PST and special meetings as needed. Meetings are held virtually via Zoom Webinar and in person at the King County Courthouse at 516 Third Ave, Seattle, WA 98104.
- Attend hybrid Board meetings on the Second Tuesday of every month, beginning 1:30 PM PST and special meetings as needed. Meetings are held virtually via Zoom Webinar and in person at the King County Courthouse at 516 Third Ave, Seattle, WA 98104.
- Recommend methods and strategies to avoid claims and litigation.
- Appear before administrative agencies, hearings examiners and courts to represent the District's interests.
- Prepare and/or review resolutions, contracts, interlocal agreements and other legal documents.
- Promote awareness of ethics standard amongst staff, officials and contractors to avoid conflicts of interests.
- Assist District staff, officials and contractors to understand their respective legal roles and responsibilities.
- Provide procedural guidance in accordance with the Robert's Rules of Order at all Board meetings.
- Provide legal advice to staff relating to District business and various governmental issues.
- Provide legal opinions to staff relating to issues involving employee discipline up to and including termination.
- Prepare formal written legal opinions at the request of the Board of Supervisors.
- Perform other legal services and tasks, as requested by the Board of Supervisors.



EXHIBIT B
KING COUNTY FLOOD CONTROL DISTRICT BILLING INVOICE

To: Russell Pethel
King County Flood Control District
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104

E-mail: russell.pethel@kingcounty.gov
Phone: 206-848-0278

Business Name / Specific Program:

Invoice Number: _____ Date of Invoice: _____

Consultant Mailing Address: _____ Telephone: _____

Contract Period: _____ Reporting Period: _____

Amount Requested this Invoice: _____

Attach itemized description of services provided.

Authorized signature

For Department Use Only

BUDGET SUMMARY

Total Contract Amount: _____

Previous Payments: _____

Current Request: _____

Balance Remaining: _____

Approved for Payment by: _____ Date: _____

FEE PROPOSAL

We propose to provide legal services to King County Flood Control District based on a straight hourly fee structure which we feel is best suited to the types of legal services to be provided.

A proposed Fee Schedule is below. The names of the attorneys, both shareholders and associates, most likely to work with the District are identified in the Fee Schedule. Since the bulk of the legal services will be performed by members of our Municipal Group, we have identified a special “municipal rate” that is less than what we would normally charge our private clients. The proposed Municipal Group rates will remain firm for two years.

If legal assistance is needed from partners outside of the Municipal Group (e.g., for litigation, personnel/employment, or large business or real estate transactions) all other partners and contract attorneys would charge their regular hourly rates less 10%, subject to client approval. Any fees that are charged through from the District to other parties, where possible, based on District policies and procedures (i.e., development work, franchise review, etc.) will be charged at our standard rates.

Inslee Best bills on a monthly basis. All invoices summarize the date and description of legal services performed, the attorney performing the services, the time spent on the services, and the charge for the services.

INSLEE, BEST, DOEZIE & RYDER, P.S.
Attorney Billing Rates for 2026 and 2027

ATTORNEYS	HOURLY RATES
Charlotte Archer	\$ 350
Curtis Chambers	\$ 350
Maili Barber	\$ 350
Chris Pirnke	\$ 350
Rosemary Larson	\$ 375
Dawn Reitan	\$ 375
Jennifer Robertson	\$ 375
Municipal Group Associates	\$ 320
Other Firm partners	10% less than regular firm rates, rounded to next lowest \$5 increment, adjusted annually
Fees charged to other parties (i.e., developers, franchisees, etc.)	Regular firm rates

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Revised Staff Report

Agenda Item:	9	Name:	Michelle Clark
Proposed No.:	FCD25-04	Date:	September 9, 2025

Proposed Motion FCD25-04: A MOTION authorizing the Chair to enter into a professional services agreement with Inslee, Best, Doezie & Ryder, P.S. for legal consulting services.

The King County Flood Control District (District) uses consultants to provide professional legal services. The District has contracted with Inslee, Best, Doezie & Ryder, P.S. (Inslee Best) for legal services since 2008. Motion FCD25-04 authorizes the Chair to enter into the contract with Inslee Best for continued legal services.

Pursuant to District procurement policies (FCD2020-13), an RFP was issued earlier this year (May 26 through June 20th) for legal services. The RFP was advertised in the Puget Sound Business Journal and the Seattle Times. The District received one response to the RFP – Inslee Best. District staff reviewed the response and determined the respondent could perform the tasks and provide adequate legal services to the District. Under the contract authorized in Motion FCD25-04, Inslee Best will continue to provide legal services and function as the District’s general counsel for one year, with the option for three one year extensions.

Approval of this motion is consistent with District procurement policies, is administrative and does not impact the 2025 adopted budget.