



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Local Services and Land Use Committee

Councilmembers:
Sarah Perry, Chair;
De'Sean Quinn, Vice-Chair;
Reagan Dunn, Teresa Mosqueda

Lead Staff: Erin Auzins (206-477-0687)
Committee Clerk: Marka Steadman (206-477-0887)

1:30 PM

Monday, September 8, 2025

Hybrid Meeting

SPECIAL MEETING

Hybrid Meetings: Attend King County Council committee meetings in person in Council Chambers (Room 1001), 516 3rd Avenue in Seattle, or through remote access. Details on how to attend and/or provide comment remotely are listed below.

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

HOW TO PROVIDE PUBLIC COMMENT: The Local Services and Land Use Committee values community input and looks forward to hearing from you on agenda items.

There are three ways to provide public comment:

1. In person: You may attend the meeting and provide comment in the Council Chambers.
2. By email: You may comment in writing on current agenda items by submitting your email comments to kcccomitt@kingcounty.gov. If your email is received before 8:00 a.m. on the day of the meeting, your email comments will be distributed to the committee members and appropriate staff prior to the meeting.
3. Remote attendance at the meeting by phone or computer: You may provide oral comment on current agenda items during the meeting's public comment period by connecting to the meeting via phone or computer using the ZOOM application at <https://zoom.us/join> and entering the Webinar ID number below.



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.



You are not required to sign up in advance. Comments are limited to current agenda items.

You have the right to language access services at no cost to you. To request these services, please contact Language Access Coordinator, Tera Chea at (206) 477-9259 or email Tera.chea2@kingcounty.gov by 8:00 a.m. no fewer than three business days prior to the meeting.

CONNECTING TO THE WEBINAR

Webinar ID: 840 9948 4774

By computer using the Zoom application at <https://zoom.us/join> and the webinar ID above.

Via phone by calling 1-253-215-8782 and using the webinar ID above.

HOW TO WATCH/LISTEN TO THE MEETING REMOTELY: There are several ways to watch or listen in to the meeting:

- 1) Stream online via this link: <http://www.kingcounty.gov/kctv>, or input the link web address into your web browser.
- 2) Watch King County TV on Comcast Channel 22 and 322(HD) and Astound Broadband Channels 22 and 711(HD)
- 3) Listen to the meeting by telephone – See “Connecting to the Webinar” above.

To help us manage the meeting, if you do not wish to be called upon for public comment please use the Livestream or King County TV options listed above, if possible, to watch or listen to the meeting.

1. **Call to Order**

2. **Roll Call**

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

3. **Approval of Minutes**

August 20, 2025 meeting **p. 5**

4. **Public Comment**



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Consent

5. [Proposed Ordinance No. 2025-0221](#) **p. 9**

AN ORDINANCE revising the corporate boundary of the city of Enumclaw to include the unincorporated portions of Southeast 440th Street right-of-way as provided for in RCW 35A.21.210.

Sponsors: Dunn

Nick Bowman, Council staff

6. [Proposed Ordinance No. 2025-0222](#) **p. 22**

AN ORDINANCE revising the corporate boundary of the city of Snoqualmie to include the unincorporated portion of 384th Avenue Southeast right-of-way as provided for in RCW 35A.21.210.

Sponsors: Perry

Nick Bowman, Council staff

Discussion and Possible Action

7. [Proposed Ordinance No. 2025-0208](#) **p. 32**

AN ORDINANCE authorizing the executive to enter into interlocal agreements for salmon conservation efforts in the Snoqualmie and South Fork Skykomish Watershed within Water Resource Inventory Area 7, the Lake Washington/Cedar/Sammamish Watershed also known as Water Resource Inventory Area 8, and the Green/Duwamish and Central Puget Sound Watershed also known as Water Resource Inventory Area 9.

Sponsors: Perry

Brandi Paribello, Council staff

8. [Proposed Motion No. 2025-0199](#) **p. 139**

A MOTION accepting the King County Clean Water Healthy Habitat Strategic Plan 2020-2025 in accordance with Ordinance 19881, Section 377.

Sponsors: Perry

Andy Micklow, Council staff



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
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9. [Proposed Ordinance No. 2025-0171](#) **p. 217**

AN ORDINANCE authorizing the executive to execute interlocal agreements with school districts for continued collection of school impact fees.

Sponsors: Perry

Erin Auzins, Council staff

10. [Proposed Ordinance No. 2025-0268](#) **p. 246**

AN ORDINANCE related to doctors office/outpatient clinic uses; and amending Ordinance 19881, Section 162, as amended, and K.C.C. 21A.08.045 and Ordinance 16267, Section 30, as amended, and K.C.C. 21A.12.250.

Sponsors: Mosqueda

Erin Auzins, Council staff

Contingent upon referral to the Local Services and Land Use Committee.

Briefing

11. [Briefing No. 2025-B0132](#) **p. 260**

Update on Senate Bill (SB) 5290 Implementation by the Permitting Division

Leon Richardson, Director, Department of Local Services

Jim Chan, Division Director, Permitting Division, Department of Local Services

Adjournment



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
TTY Number - TTY 711.
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Meeting Minutes Local Services and Land Use Committee

Councilmembers:
Sarah Perry, Chair;
De'Sean Quinn, Vice-Chair;
Reagan Dunn, Teresa Mosqueda

Lead Staff: *Erin Auzins (206-477-0687)*
Committee Clerk: *Marka Steadman (206-477-0887)*

9:30 AM

Wednesday, August 20, 2025

Hybrid Meeting

DRAFT MINUTES

1. **Call to Order**

Chair Perry called the meeting to order at 9:30 a.m.

2. **Roll Call**

Present: 4 - Dunn, Mosqueda, Perry and Quinn

3. **Approval of Minutes**

Vice Chair Quinn moved approval of the July 16, 2025, meeting minutes. There being no objections, the minutes were approved.

4. **Public Comment**

The following individuals provided public comment: Sandy Hunt

Briefing

5. **[Briefing No. 2025-B0119](#)**

Briefing on a proviso report required by Ordinance 19861, Section 56, Roads, Proviso P1, "on the results of the collaborative efforts to explore alternatives to driving alone to Snoqualmie Pass"

Becka Johnson Poppe, Chief of Staff, Department of Local Services; and Brian Mannion, Deputy Director, Mobility Division, Metro Transit; briefed the committee and answered questions from the members.

This matter was Presented

Discussion and Possible Action

6. [Proposed Motion No. 2025-0204](#)

A MOTION accepting the King County 30-Year Forest Plan in accordance with Ordinance 19881, Section 377.

Brandi Paribello, Council staff, briefed the committee. Kathleen Farley-Wolf, Project/Program Manager, Department of Natural Resources and Parks; and Josh Baldi, Director, Water and Land Resources Division, Department of Natural Resources and Parks; answered questions from the members.

A motion was made by Vice Chair Quinn that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 4 - Dunn, Mosqueda, Perry and Quinn

7. [Proposed Ordinance No. 2024-0408](#)

AN ORDINANCE related to critical area regulations; amending the King County Comprehensive Plan; and amending Ordinance 15053, Section 3, as amended, and K.C.C. 16.82.051, Ordinance 263, Article 2, Section 1, as amended, and K.C.C. 20.12.010, Ordinance 3692, Section 2, as amended, and K.C.C. 20.12.200, Ordinance 10511, Section 7, as amended, and K.C.C. 20.36.100, Ordinance 6949, Section 6, as amended, and K.C.C. 20.44.040, Ordinance 18626, Section 11, as amended, and K.C.C. 21A.06.039, Ordinance 15051, Section 7, as amended, and K.C.C. 21A.06.072C, Ordinance 10870, Section 70, as amended, and K.C.C. 21A.06.122, Ordinance 10870, Section 80, as amended, and K.C.C. 21A.06.200, Ordinance 11481, Section 1, and K.C.C. 21A.06.253C, Ordinance 15051, Section 24, and K.C.C. 21A.06.254, Ordinance 10870, Section 123, as amended, and K.C.C. 21A.06.415, Ordinance 15051, Section 41, and K.C.C. 21A.06.451, Ordinance 15051, Section 64, and K.C.C. 21A.06.578, Ordinance 15051, Section 107, and K.C.C. 21A.06.1331, Ordinance 10870, Section 176, as amended, and K.C.C. 21A.06.680, Ordinance 10870, Section 190, as amended, and K.C.C. 21A.06.750, Ordinance 10870, Section 243, as amended, and K.C.C. 21A.06.1015, Ordinance 10870, Section 288, as amended, and K.C.C. 21A.06.1240, Ordinance 10870, Section 314, as amended, and K.C.C. 21A.06.1370, Ordinance 10870, Section 323, and K.C.C. 21A.06.1391, Ordinance 10870, Section 321, and K.C.C. 21A.06.1405, Ordinance 10870, Section 448, as amended, and K.C.C. 21A.24.010, Ordinance 10870, Section 449, as amended, and K.C.C. 21A.24.020, Ordinance 15051, Section 137, as amended, and K.C.C. 21A.24.045, Ordinance 15051, Section 138, as amended, and K.C.C. 21A.24.051, Ordinance 15051, Section 140, as amended, and K.C.C. 21A.24.061, Ordinance 10870, Section 454, as amended, and K.C.C. 21A.24.070, Ordinance 10870, Section 456, as amended, and K.C.C. 21A.24.090, Ordinance 14187, Section 1, as amended, and K.C.C. 21A.24.500, Ordinance 10870, Section 457, as amended, and K.C.C. 21A.24.100, Ordinance 10870, Section 458, as amended, and K.C.C. 21A.24.110, Ordinance 15051, Section 149, as amended, and K.C.C. 21A.24.125, Ordinance 10870, Section 460, as amended, and K.C.C. 21A.24.130, Ordinance 15051, Section 151, as amended, and K.C.C. 21A.24.133, Ordinance 10870, Section 464, as amended, and K.C.C. 21A.24.170, Ordinance 10870, Section 465, as amended, and K.C.C. 21A.24.180, Ordinance 10870, Section 467, as amended, and K.C.C. 21A.24.200, Ordinance 11621, Section 75, as amended, and K.C.C. 21A.24.275, Ordinance 10870, Section 475, as amended, and K.C.C. 21A.24.280, Ordinance 10870, Section 478, as amended, and K.C.C. 21A.24.310, Ordinance 10870, Section 476, as amended, and K.C.C. 21A.24.290, Ordinance 15051, Section 158, and K.C.C. 21A.24.205, Ordinance 11481, Section 2, as amended, and K.C.C. 21A.24.311, Ordinance 15051, Section 173, as amended, and K.C.C. 21A.24.312, Ordinance 15051, Section 174, as amended, and K.C.C. 21A.24.313, Ordinance 15051, Section 179, as amended, and K.C.C. 21A.24.316, Ordinance 15051, Section 183, as amended, and K.C.C. 21A.24.318, Ordinance 15051, Section 185, as amended, and K.C.C. 21A.24.325, Ordinance 15051, Section 187, as amended, and K.C.C. 21A.24.335,

Ordinance 10870, Section 481, as amended, and K.C.C. 21A.24.340, Ordinance 15051, Section 192, as amended, and K.C.C. 21A.24.355, Ordinance 15051, Section 193, as amended, and K.C.C. 21A.24.358, Ordinance 15051, Section 195, as amended, and K.C.C. 21A.24.365, Ordinance 10870, Section 485, as amended, and K.C.C. 21A.24.380, Ordinance 15051, Section 198, as amended, and K.C.C. 21A.24.382, Ordinance 11621, Section 52, as amended, and K.C.C. 21A.24.385, Ordinance 11621, Section 53, as amended, and K.C.C. 21A.24.386, Ordinance 15051, Section 204, and K.C.C. 21A.24.388, Ordinance 16958, Section 31, as amended, and K.C.C. 21A.25.100, Ordinance 16985, Section 32, as amended, and K.C.C. 21A.25.110, Ordinance 3688, Section 415, as amended, and K.C.C. 21A.25.150, Ordinance 16985, Section 39, as amended, and K.C.C. 21A.25.160, Ordinance 16985, Section 46, as amended, and K.C.C. 21A.25.210, Ordinance 11168, Section 3, as amended, and K.C.C. 21A.30.045, Ordinance 10870, Section 534, as amended, and K.C.C. 21A.30.060, Ordinance 15051, Section 228, and K.C.C. 21A.50.035, and Ordinance 13332, Section 28, as amended, and K.C.C. 27.10.130, adding new sections to K.C.C. chapter 21A.06, adding new sections to K.C.C. chapter 21A.24, recodifying K.C.C. 21A.06.578, K.C.C. 21A.06.1331, K.C.C. 21A.24.500, K.C.C. 21A.24.310, K.C.C. 21A.24.205, K.C.C. 21A.24.210, K.C.C. 21A.24.220, and repealing Ordinance 15051, Section 67, and K.C.C. 21A.06.628, Ordinance 15051, Section 139, as amended, and K.C.C. 21A.24.055, Ordinance 17539, Section 47, as amended, and K.C.C. 21A.24.072, Ordinance 15051, Section 152, as amended, and K.C.C. 21A.24.137, Ordinance 10870, Section 461, as amended, and K.C.C. 21A.24.140, Ordinance 11481, Sections 3 and 5, as amended, and K.C.C. 21A.24.314, Ordinance 15051, Section 189, as amended, and K.C.C. 21A.24.342, and Ordinance 15051, Section 234, as amended, and K.C.C. 21A.24.550.

Jenny Ngo, Council staff, briefed the committee and answered questions from the members. Vice Chair Quinn moved striking amendment S1. Vice Chair Quinn moved amendments 1 and 2. The amendments were adopted. Striking amendment S1, as amended, was adopted. Vice Chair Quinn moved title amendment T1. The title amendment was adopted.

A motion was made by Vice Chair Quinn that this Ordinance be Recommended Do Pass Substitute. The motion carried by the following vote:

Yes: 3 - Mosqueda, Perry and Quinn

Excused: 1 - Dunn

8. Proposed Motion No. 2025-0205

A MOTION acknowledging receipt of a Critical Areas Monitoring and Adaptive Management Program plan, in response to the 2025 Annual Budget Ordinance, Ordinance 19861, Section 16, Proviso P1.

Erin Auzins, Council staff, briefed the committee. Jim Chan, Director, Permitting Division, Department of Local Services; and Josh Latterell, Science and Technical Support Section Manager, Water and Land Resources Division, Department of Natural Resources and Parks; answered questions from the members.

A motion was made by Vice Chair Quinn that this Motion be Recommended Do Pass Consent. The motion carried by the following vote:

Yes: 3 - Mosqueda, Perry and Quinn

Excused: 1 - Dunn

Other Business

There was no further business to come before the committee.

Adjournment

The meeting was adjourned at 11:09 a.m.

Approved this _____ day of _____

Clerk's Signature



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	5	Name:	Nick Bowman
Proposed No.:	2025-0021	Date:	September 8, 2025

SUBJECT

Proposed Ordinance 2025-0221 would approve a boundary revision to the City of Enumclaw to include Southeast 440th Street right-of-way within the city limits.

SUMMARY

State law allows the county and a city to agree to revise the corporate boundary of the city to include any segment or portion of unincorporated area road and right-of-way within the city limits. The revision to the boundary of a city becomes effective when approved by ordinance of the city and county. The City of Enumclaw proposes to include portions of Southeast 440th Street right-of-way within their city limits. This Proposed Ordinance would complete the process.

BACKGROUND

The 2014 Strategic Plan for Road Services includes direction to “work actively with cities and the state to transfer responsibility for isolated urban roads to the adjacent city. These include half-streets (i.e., one side owned by a city and the other by the County), roads completely surrounded by city territory, and roads located on the urban growth boundary where consistent urban services are most appropriate.”¹

ANALYSIS

RCW 35A.21.210 allows for revision of the corporate limits of a city to include unincorporated area roads or portions of rights-of-way that adjoin the existing city boundary.

The Proposed Ordinance would transfer governance and fiscal responsibility of a segment of road in unincorporated King County to the City of Enumclaw. Approval would transfer approximately 0.75 linear miles of Southeast 440th Street to the City of Enumclaw. This includes the entire right-of-way portion of 440th Street SE from 284th Street SE west to the existing city limits. This right-of-way adjoins the city boundary to the south of the proposed transfer area.

¹ Strategic Plan for Road Services, 2014: <https://kingcounty.gov/depts/local-services/roads/strategic-planning.aspx>

The Enumclaw City Council approved Ordinance 2805 earlier this year to revise the City's corporate boundary to include this area within the City limits. The King County Council's approval of the Proposed Ordinance would complete the revision of the corporate boundary of the City and would transfer responsibility for future road maintenance, operation, and improvement to the City.

The fiscal note states that there will be no direct cost reductions resulting from this proposal. However, according to the Executive, approximately \$22,000 annual maintenance funds which may have been spent on these road segments could be allocated elsewhere in the unincorporated area.

INVITED

- Rey Sugui, Intergovernmental Relations, Road Services Division, Department of Local Services

ATTACHMENTS

1. Proposed Ordinance 2025-0221 (and its attachments)
2. Transmittal Letter
3. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0221.1

Sponsors Dunn

1 AN ORDINANCE revising the corporate boundary of the
2 city of Enumclaw to include the unincorporated portions of
3 Southeast 440th Street right-of-way as provided for in
4 RCW 35A.21.210.

5 STATEMENT OF FACTS:

6 1. RCW 35A.21.210 provides the mechanism to allow cities within King
7 County to adjust their boundaries to include entire rights-of-way of roads
8 within the city. RCW 35A.21.210(1) provides that "the governing bodies
9 of a county and any code city located therein may by agreement revise any
10 part of the corporate boundary of the city which coincides with the
11 centerline, edge, or any portion of a public street, road or highway right-
12 of-way by substituting therefore a right-of-way line of the same public
13 street, road or highway so as fully to include or fully to exclude the at
14 segment of the public street, road or highway from the corporate limits of
15 the city."
16 2. Revision of the corporate boundary of the city is effective upon
17 approval by the city council and county legislative authority as provided
18 for in RCW 35A.21.210(2).

19 3. King County has jurisdiction over portions of the road right-of-way for
20 Southeast 440th Street in the area described in Attachment A to this
21 ordinance.

22 4. The city has a project along Southeast 440th Street.

23 5. It is in the city and the county's best interest to amend the corporate
24 boundary of the city so that the entirety of the public right-of-way
25 described in Attachment A to this ordinance is located within the city so
26 that the city may make road improvements under city standards and
27 provide local services to its residents including the maintenance, capital
28 improvements and operation of the public right-of-way.

29 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

30 SECTION 1. Findings:

31 A. The corporate boundary of the city of Enumclaw coincides in part with the
32 centerline of the public right-of-way for Southeast 440th Street in the area described in
33 Attachment A to this ordinance.

34 B. The city of Enumclaw city council approved Ordinance No. 2805 to revise the
35 city's corporate boundary to include the unincorporated portions of Southeast 440th Street
36 public right-of-way into the corporate limits of the city.

37 C. Pursuant to RCW 35A.21.210(2), this boundary revision is not subject to
38 potential review by the boundary review board.

39 SECTION 2. The revision of the corporate boundary of the city of Enumclaw to
40 include Southeast 440th Street public right-of-way currently within unincorporated King

41 County, legally described as set forth in Attachment A to this ordinance, is hereby
42 approved.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. Legal Description of Land to Be Annexed to the City of Enumclaw and Exhibit Map



City of Enumclaw
Job No. 693-002-024-0001
November 20, 2024

EXHIBIT A

LEGAL DESCRIPTION OF LAND TO BE ANNEXED
TO THE CITY OF ENUMCLAW

That portion of the northeast quarter of Section 24, Township 20 North, Range 6 East, W.M. AND of the northwest quarter of Section 19, Township 20 North, Range 7 East, W.M., in King County, Washington, being more particularly described as follows:

BEGINNING at the center of said Section 19;

THENCE northerly along the north-south centerline of said section, 55 feet, more or less, to the easterly extension of the northerly line of that right of way conveyed by deed recorded under King County Recording No. 9107110165, being a line lying 30 feet northerly of and parallel with the centerline of S.E. 440th Street as surveyed under King County Road Survey No. 19-20-7-4;

THENCE westerly along said extension and the northerly right of way line to the westerly line of Lot 1 of the plat of Four Forty East as recorded under Recording No. 7301090433;

THENCE continuing westerly to the intersection of the easterly line of Lot 7 of said plat with the northerly line of that right of way conveyed by deed recorded under King County Recording No. 9106270218;

THENCE continuing westerly along said northerly right of way line to the westerly line of said Lot 7;

THENCE continuing westerly along the northerly line of that right of way conveyed by deed recorded under King County Recording No. 9108130747 to the northwesterly corner of said deeded right of way;

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THENCE southerly along the westerly line of said deeded right of way to the north line of the south 55 feet of said northwest quarter of Section 19 as dedicated by that short plat recorded under Recording No. 9403119002;

THENCE westerly along said northerly dedicated right of way to the westerly line of said short plat;

THENCE southerly along said westerly line/dedicated right of way to the northerly right of way line being 30 feet northerly of and parallel with the centerline of Battersby Avenue (aka S.E. 440th Street);

THENCE westerly along said northerly right of way line to the east line of the west 30 feet of the southeast quarter of said northwest quarter of Section 19;

THENCE southerly along said east line to the northerly right of way line being 20 feet northerly of and parallel with the centerline of Battersby Avenue (aka S.E. 440th Street);

THENCE westerly along said northerly right of way line to the west line of said northwest quarter of Section 19;

THENCE continuing westerly along said northerly right of way line being 20 feet northerly of and parallel with the centerline of Battersby Avenue (aka S.E. 440th Street) to the west line of the southeast quarter of said northeast quarter of Section 24;

THENCE southerly along said west line to the east-west centerline of said Section 24;

THENCE easterly along said east-west centerline to the quarter corner common to said Sections 19 and 24;

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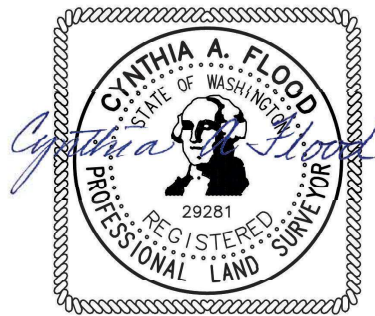
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THENCE continuing easterly along the east-west centerline of said Section 19 to the POINT OF BEGINNING.

See attached Exhibits B and C.



11/20/2024

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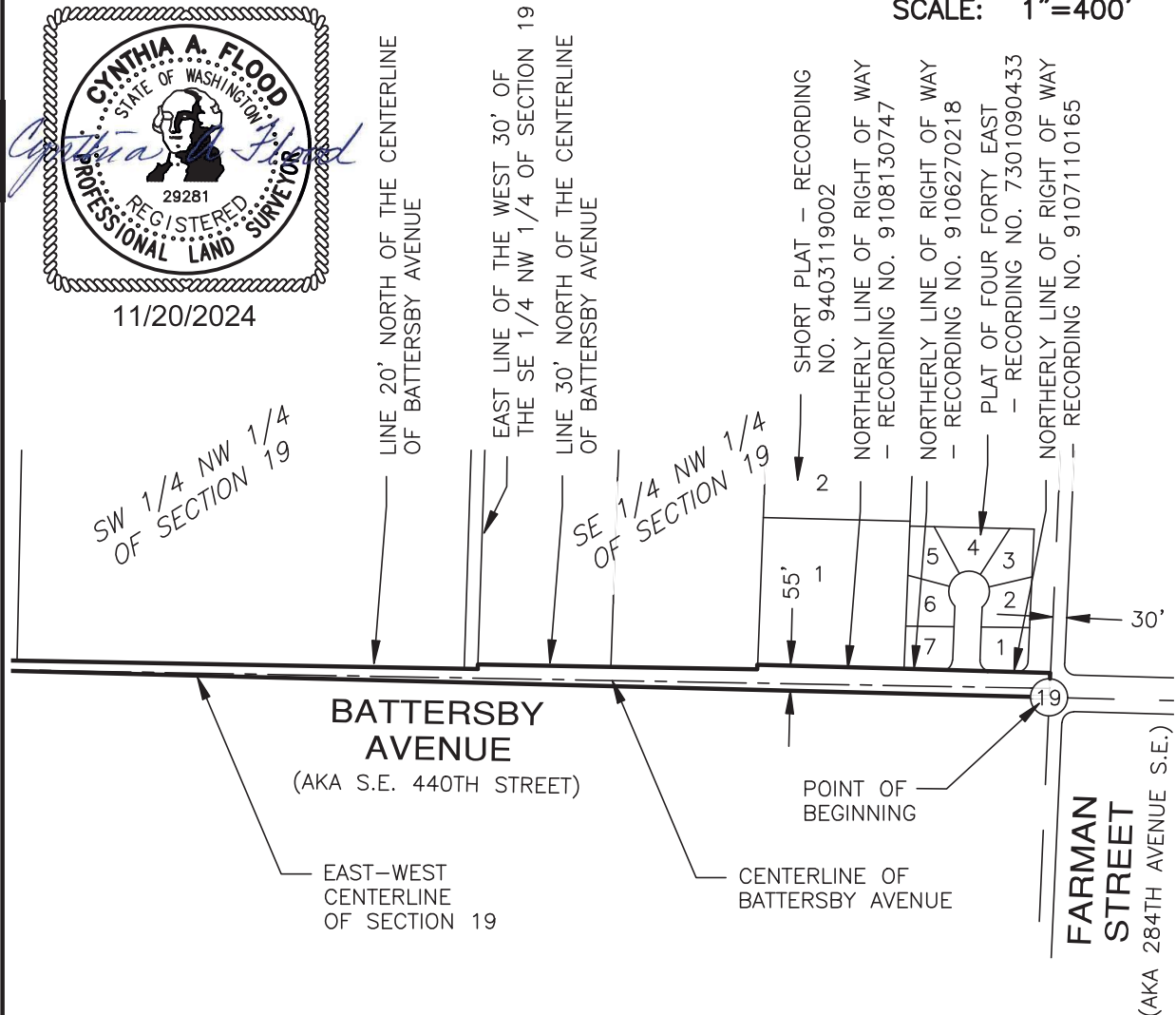
EXHIBIT B

TO ACCOMPANY LEGAL DESCRIPTION FOR ANNEXATION TO THE CITY OF ENUMCLAW

A PORTION OF SECTION 24, T. 20 N., R. 6 E., W.M. AND
OF SECTION 19, T. 20 N., R. 7 E., W.M.,
KING COUNTY, WASHINGTON



SCALE: 1"=400'



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JOB NO. 693-002-024
DRAWING NAME : SR-02
DATE : 2024-11-20
DRAWN : C.A.F.

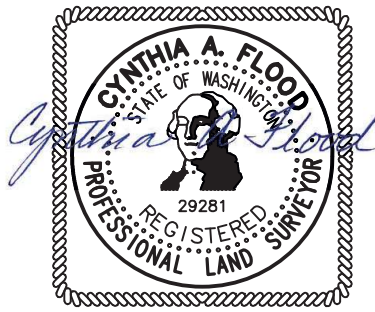
EXHIBIT C

TO ACCOMPANY LEGAL DESCRIPTION FOR ANNEXATION TO THE CITY OF ENUMCLAW

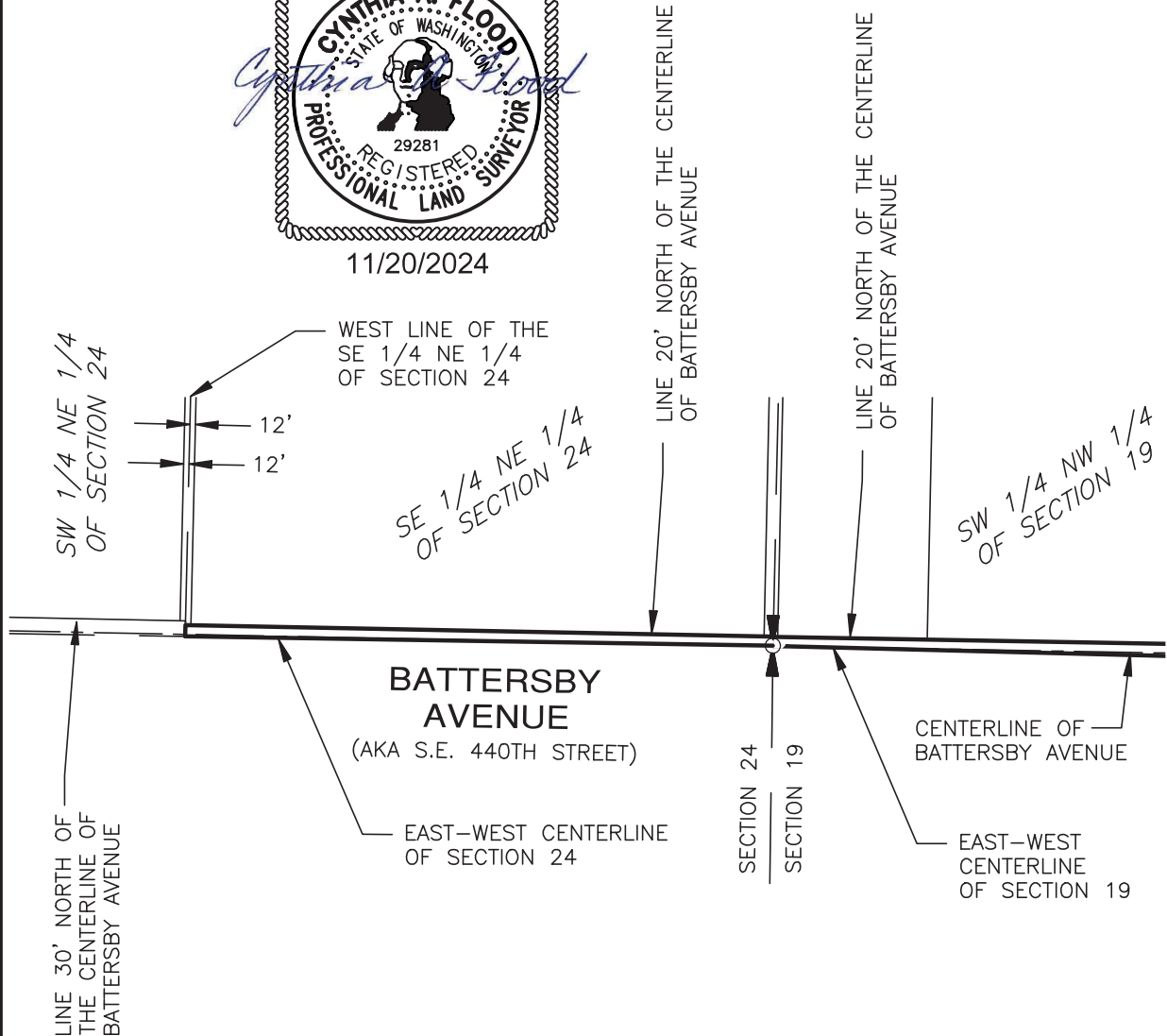
A PORTION OF SECTION 24, T. 20 N., R. 6 E., W.M. AND
OF SECTION 19, T. 20 N., R. 7 E., W.M.,
KING COUNTY, WASHINGTON



SCALE: 1"=400'



11/20/2024



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JOB NO.
DRAWING NAME :
DATE :
DRAWN :

693-002-024
SR-01
2024-11-20
C.A.F.



King County

Shannon Braddock

King County Executive

401 Fifth Avenue, Suite 800

Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

July 17, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that would, if enacted, approve the revision of the City of Enumclaw's (City) corporate boundary to include SE 440th Street right-of-way wholly within the City's jurisdiction as provided for in Revised Code of Washington (RCW) 35A.21.210. Approval of this proposed Ordinance would transfer the governance and fiscal responsibility of this unincorporated road from King County to the City.

The County currently has jurisdiction over the road right-of-way for SE 440th Street as described and depicted on the map in Attachment A of the proposed Ordinance. The City has a culvert crossing construction project at SE 440th Street currently in design. The County and the City agree that it is in the best interest of both parties to have SE 440th Street under the City's jurisdiction so that the City can complete its project under City standards, and provide urban level of services to its residents, including operation, maintenance, and other capital improvements of the public right-of-way.

The procedure for a city boundary revision of this nature is in accordance with RCW 35A.21.210. This type of boundary revision is not subject to review by the Boundary Review Board. Revision of the corporate boundary of a city is effective upon approval by the City Council and the County Council. The City enacted Ordinance 2805 to revise its City boundary. The King County Council's enactment of the proposed Ordinance will approve the revision of the corporate boundary of the City. This will transfer governance and fiscal responsibility for local services to the City.

Thank you for your consideration of this proposed Ordinance. If your staff have questions, please contact Leon Richardson, Director, Department of Local Services, at 206-263-3332.

The Honorable Girmay Zahilay

July 17, 2025

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Braddock', with a stylized flourish at the end.

for

Shannon Braddock

King County Executive

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive

Stephanie Pure, Council Relations Director, Office of the Executive

Leon Richardson, Director, Department of Local Services (DLS)

Csenka Favorini-Csorba, Policy and Government Relations Director, DLS

Tricia Davis, Division Director, Road Services Division, DLS

Ordinance/Motion: Ordinance

Title: Ordinance revising the corporate boundary of the city of Enumclaw to include portion of SE 440th St. right-of-way

Affected Agency and/or Agencies: Road Services Division

Note Prepared By: Rey Sugui, Roads-Strategic Business Operations Section

Date Prepared: April 3, 2025

Note Reviewed By: Bonnie Fluckinger, Office of Performance, Strategy, and Budget

Date Reviewed: June 23, 2025

Description of request:

An ordinance that approves the revision of the City of Enumclaw's (City) corporate boundary to include SE 440th Street right-of-way wholly within the city's jurisdiction as provided for in Revised Code of Washington (RCW) 35A.21.210. Approval of this proposed Ordinance will transfer the governance and fiscal responsibility of this unincorporated road from King County to the City.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
			0	0	0
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
TOTAL			0	0	0

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	0	0	0

Does this legislation require a budget supplemental? No

Notes and Assumptions:

There will be no cost reductions as a result of this proposal. However, any resources that would have been spent on this segment of



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	6	Name:	Nick Bowman
Proposed No.:	2025-0222	Date:	September 8, 2025

SUBJECT

Proposed Ordinance 2025-0222 would approve a boundary revision to the City of Snoqualmie to include Southeast 384th Avenue right-of-way within the city limits.

SUMMARY

State law allows the county and a city to agree to revise the corporate boundary of the city to include any segment or portion of unincorporated area road and right-of-way within the city limits. The revision to the boundary of a city becomes effective when approved by ordinance of the city and county. The City of Snoqualmie proposes to include portions of Southeast 384th Avenue right-of-way within their city limits. This Proposed Ordinance would complete the process.

BACKGROUND

The 2014 Strategic Plan for Road Services includes direction to “work actively with cities and the state to transfer responsibility for isolated urban roads to the adjacent city. These include half-streets (i.e., one side owned by a city and the other by the County), roads completely surrounded by city territory, and roads located on the urban growth boundary where consistent urban services are most appropriate.”¹

ANALYSIS

RCW 35A.21.210 allows for revision of the corporate limits of a city to include unincorporated area roads or portions of rights-of-way that adjoin the existing city boundary.

The proposed ordinance would transfer governance and fiscal responsibility of a segment of road in unincorporated King County to the City of Snoqualmie. Approval of the Proposed Ordinance would transfer approximately 0.52 linear miles of Southeast 384th Avenue to the City of Snoqualmie. This includes the entire right-of-way for the portion of Southeast 384th Street between Southeast River Street south to just beyond

¹ Strategic Plan for Road Services, 2014: <https://kingcounty.gov/depts/local-services/roads/strategic-planning.aspx>

Southeast Kimball Creek Drive. This right-of-way adjoins the city boundary to the east of the proposed transfer area.

The Snoqualmie City Council approved Ordinance 1297 earlier this year to revise the City's corporate boundary to include this area within the City limits. The King County Council's approval of the Proposed Ordinance would complete the revision of the corporate boundary of the City and would transfer responsibility for future road maintenance, operation, and improvement to the City.

According to the fiscal note, there will be no direct cost reductions resulting from this proposal. However, according to the Executive, approximately \$16,000 annual maintenance funds which may have been spent on these road segments could be allocated elsewhere in the unincorporated area.

INVITED

- Rey Sugui, Intergovernmental Relations, Road Services Division, Department of Local Services

ATTACHMENTS

1. Proposed Ordinance 2025-0222 (and its attachments)
2. Transmittal Letter
3. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0222.1

Sponsors Perry

1 AN ORDINANCE revising the corporate boundary of the
2 city of Snoqualmie to include the unincorporated portion of
3 384th Avenue Southeast right-of-way as provided for in
4 RCW 35A.21.210.

5 STATEMENT OF FACTS:

6 1. RCW 35A.21.210 provides the mechanism to allow cities within King
7 County to adjust their boundaries to include entire rights-of-way of roads
8 within the city. RCW 35A.21.210(1) provides that "the governing bodies
9 of a county and any code city located therein may by agreement revise any
10 part of the corporate boundary of the city which coincides with the
11 centerline, edge, or any portion of a public street, road or highway right-
12 of-way by substituting therefore a right-of-way line of the same public
13 street, road or highway so as fully to include or fully to exclude the at
14 segment of the public street, road or highway from the corporate limits of
15 the city."
16 2. Revision of the corporate boundary of the city is effective upon
17 approval by the city council and county legislative authority as provided
18 for in RCW 35A.21.210(2).

19 3. King County has jurisdiction over portions of the road right-of-way for
20 384th Avenue Southeast in the area described in Attachment A to this
21 ordinance.

22 4. The city has a project along 384th Avenue Southeast.

23 5. The city has utilities within 384th Avenue Southeast.

24 6. It is in the city and the county's best interest to amend the corporate
25 boundary of the city so that the entirety of the public right-of-way
26 described in Attachment A to this ordinance is located within the city so
27 that the city may make road improvements under city standards and
28 provide local services to its residents including the maintenance, capital
29 improvements and operation of the public right-of-way.

30 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

31 SECTION 1. Findings:

32 A. The corporate boundary of the city of Snoqualmie coincides in part with the
33 centerline and the east margin of the public right-of-way for 384th Avenue Southeast in
34 the area described in Attachment A to this ordinance.

35 B. The city of Snoqualmie city council approved Ordinance No. 1297 to revise
36 the city's corporate boundary to include the unincorporated portions of 384th Avenue
37 Southeast public right-of-way into the corporate limits of the city.

38 C. Pursuant to RCW 35A.21.210(2), this boundary revision is not subject to
39 potential review by the boundary review board.

40 SECTION 2. The revision of the corporate boundary of the city of Snoqualmie to
41 include 384th Avenue Southeast public right-of-way currently within unincorporated

42 King County, legally described as set forth in Attachment A to this ordinance, is hereby
43 approved.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. Legal Description and Exhibit Map

EXHIBIT A

THE EAST 30 FEET OF THE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31 TOWNSHIP 24 RANGE 8 EAST, W.M., LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE NORTH MARGIN OF RIVER STREET PER THE PLAT OF SNOQUALMIE FALLS ADDITION RECORDED UNDER VOLUME 6 AT PAGE 51.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 60 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31 TOWNSHIP 24 RANGE 8 EAST, W.M.

ALSO TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST AND NORTHEAST QUARTERS OF THE SOUTHEAST QUARTER OF SECTION 31 TOWNSHIP 24 NORTH, RANGE 8 EAST, W.M., LYING EAST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE EXISTING MONUMENT AT THE CENTERLINE OF 384TH AVE S.E.;

THENCE CONTINUING ALONG SAID NORTH LINE TO THE WEST MARGIN OF SAID 384TH AVE S.E., SAID POINT BEING 30 FEET WEST OF, AS MEASURED PERPENDICULAR TO THE MONUMENTED CENTERLINE OF SAID 384TH AVE S.E.;

THENCE SOUTHERLY ALONG A LINE 30 FEET WEST OF AND PARALLEL TO SAID EXISTING MONUMENTED CENTERLINE TO A POINT 100 FEET SOUTH OF THE MONUMENTED INTERSECTION OF SAID 384TH AVE S.E. AND S.E. KIMBALL CREEK DRIVE AND THE TERMINUS OF THE DESCRIBED LINE.

SITUATE IN KING COUTY, WASHINGTON

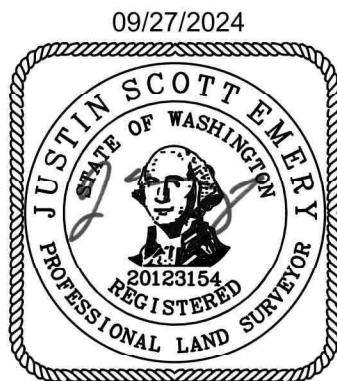
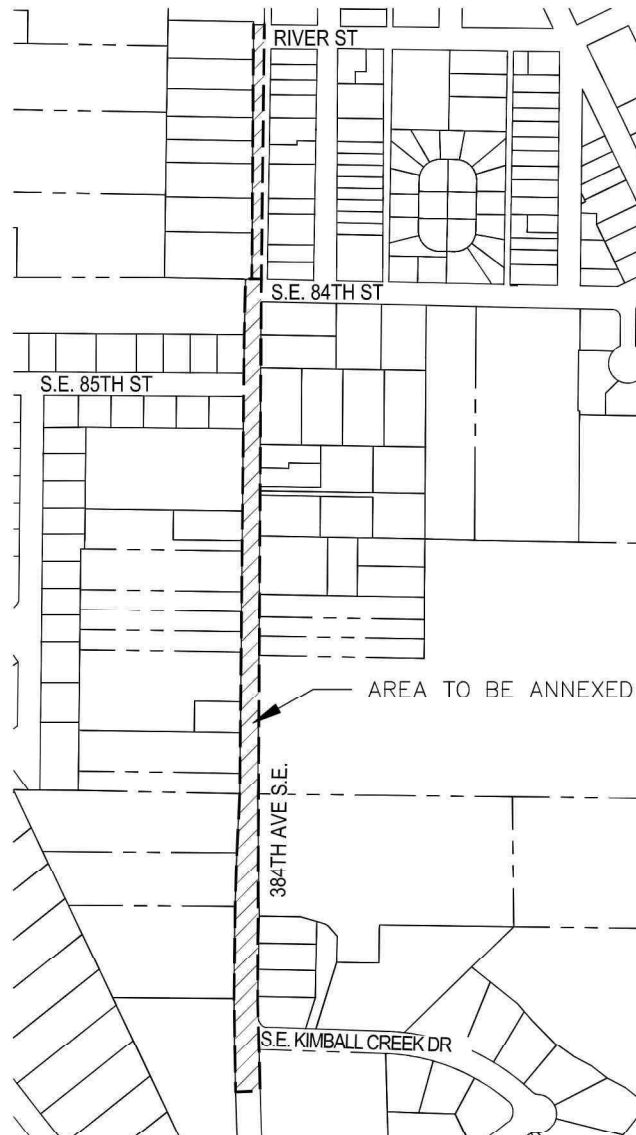
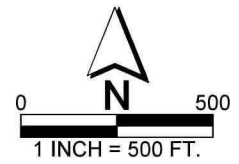


EXHIBIT B

SECTION 31, TOWNSHIP 24 N, RANGE 08 E, W.M. KING COUNTY



09/27/2024



Parametrix

1019 39th Avenue SE, Suite 100 • Puyallup, WA 98374
Ph: 253.604.6600

LEGEND:
ANNEXATION AREA 
PARCEL LINES 



King County

Shannon Braddock

King County Executive

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Seattle, WA 98104

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July 17, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that would, if enacted, approve the revision of the City of Snoqualmie's (City) corporate boundary to include 384th Avenue SE right-of-way wholly within the City's jurisdiction as provided for in Revised Code of Washington (RCW) 35A.21.210. Approval of this proposed Ordinance would transfer the governance and fiscal responsibility of this unincorporated road from King County to the City.

The County currently has jurisdiction over the road right-of-way for 384th Avenue SE as described and depicted on the map in Attachment A of the proposed Ordinance. The City has a project along 384th Avenue SE to construct a sidewalk that is currently in design. The County and the City agree that it is in the best interest of both parties to have 384th Avenue SE under the City's jurisdiction so that the City can complete its project under city standards, provide urban level of services to its residents including operation and maintenance as well as any other future capital improvements of the public right-of-way.

The procedure for a city boundary revision of this nature is in accordance with RCW 35A.21.210. This type of boundary revision is not subject to potential review by the Boundary Review Board. Revision of the corporate boundary of a city is effective upon approval by the City Council and the County Council. The City enacted Ordinance 1297 to revise its City boundary. The King County Council's enactment of the proposed Ordinance will approve the revision of the corporate boundary of the City. This will transfer governance and fiscal responsibility for local services to the City.

The Honorable Girmay Zahilay
July 17, 2025
Page 2

Thank you for your consideration of this proposed Ordinance. If your staff have any questions, please contact Leon Richardson, Director, Department of Local Services, at 206-263-3332.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Braddock', written over a horizontal line.

for

Shannon Braddock
King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Leon Richardson, Director, Department of Local Services (DLS)
Csenka Favorini-Csorba, Policy and Government Relations Director, DLS
Tricia Davis, Division Director, Road Services Division, DLS

Ordinance/Motion: Ordinance

Title: Ordinance revising the corporate boundary of the city of Snoqualmie to include portion of 384th Ave SE right-of-way

Affected Agency and/or Agencies: Road Services Division

Note Prepared By: Rey Sugui, Roads-Strategic Business Operations Section

Date Prepared: February 21, 2025

Note Reviewed By: Bonnie Fluckinger, Office of Performance, Strategy, and Budget

Date Reviewed: June 23, 2025

Description of request:

An ordinance that approves the revision of the City of Snoqualmie's (City) corporate boundary to include 384th Avenue SE right-of-way wholly within the city's jurisdiction as provided for in Revised Code of Washington (RCW) 35A.21.210. Approval of this proposed Ordinance will transfer the governance and fiscal responsibility of this unincorporated road from King County to the City.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
			0	0	0
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
TOTAL			0	0	0

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	0	0	0

Does this legislation require a budget supplemental? No

Notes and Assumptions:

There will be no cost reductions as a result of this proposal. However, any resources that would have been spent on this segment of



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	7	Name:	Brandi Paribello
Proposed No.:	2025-0208	Date:	September 8, 2025

SUBJECT

Proposed Ordinance 2025-0208 would authorize the Executive to renew interlocal agreements for salmon conservation efforts in WRIAs 7, 8, and 9.

SUMMARY

Proposed Ordinance 2025-0208 would approve the interlocal agreements for salmon conservation efforts in three watersheds: Snoqualmie and South Fork Skykomish Watershed within Water Resource Inventory Area (WRIA) 7, the Lake Washington/Cedar/Sammamish Watershed also known as WRIA 8, and the Green/Duwamish and Central Puget Sound Watershed also known as WRIA 9.

BACKGROUND

In 1999, Puget Sound Chinook salmon were listed as a threatened species under the Endangered Species Act (ESA). In response, the legislature adopted the Washington Salmon Recovery Act¹, which established Water Resource Inventory Areas (WRIAs), with responsibility for developing plans and strategies to conserve and restore salmon habitat. Under the authority of the Washington Salmon Recovery Act, several WRIAs, corresponding to watershed boundaries, were designated. King County has three major WRIAs: Snoqualmie and South Fork Skykomish watershed portion of WRIA 7; Lake Washington/Cedar/Sammamish watershed, WRIA 8, and; Green/Duwamish and Central Puget Sound watershed, WRIA 9.

The first interlocal agreements were approved in 2000², for an initial term of five years with the option to extend the term upon the agreement of the parties. They were adopted as a mechanism and a decision-making structure for the joint funding, development, review, and approval of WRIA-based salmon conservation plans, as well as other watershed-based water resource management projects and programs contingent upon available funding, especially early action habitat protection and

¹ Chapter 77.85 RCW

² Adopted by the County through Motion 11077

restoration, water quality improvements and flood hazard reduction efforts. The agreements also provided a framework for cooperation and coordination on issues relating to salmon conservation and ESA response. King County acted as the service provider in the agreements, providing the primary staff support for the salmon recovery efforts.

In 2005, WRIAs 7, 8 and 9 submitted their long-term watershed conservation plans to the King County Council and other member jurisdictions, via motion.³ The plans included restoration and conservation strategies, habitat projects, cost estimates, conservation programs, identified funding opportunities, etc. Following the approval of the plans, 10-year interlocal agreements were approved by the County and other jurisdictions.⁴ In 2015, the Council adopted Ordinance 18148 which authorized the Executive to renew the interlocal agreements for an additional 10-year term. The current interlocal agreements will expire on December 31, 2025.

ANALYSIS

These proposed interlocal agreements would continue an existing partnership for collaborative implementation of salmon recovery plans for Puget Sound.

WRIA 7. The table below details changes made from the 2015 agreement.

Section Number	Section Title	Water Resource Inventory Area 7 New ILA (2026-2035)
	Preamble	No substantive change.
Section 1	Definitions	1) New subsection 1.2 defines "parties" to clarify roles and voting later in the agreement. 2) Add to subsection 1.7 defining "stakeholders" to include interested state and local agencies or special purpose districts. 3) Add subsection 1.8 defining "fiscal agent" as that agency or government which performs all accounting services for the WRIA 7 Snoqualmie Watershed Forum, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
Section 2	Purposes	1) Change "citizens" to "residents" throughout since citizenship is not required to participate.
Section 3	Effective Date & Term	1) Changes effective date from specific date to upon execution by the King County Council and at least 2 of the eligible governments; 2) Adds requirement that the agreement is effective after the County files as required under state law to be consistent with other ILAs.

³ WRIA 7 plan approved through Motion 12114, WRIA 8 plan through Motion 12151, and WRIA 9 plan through Motion 12212.

⁴ WRIA 7 approved with Ordinance 15337 (for 5 years, extended by another 5 years with Ordinance 16936), and WRIA 8 and 9 with Ordinance 15622.

Section 4	Organization & Membership of the Snoqualmie Watershed Forum	Deletes the requirement that, to be able to vote on behalf of a member, a non-elected representative of that member must have permission documented on letterhead.
4.2		1) Deletes list of stakeholder representatives and moves it to the MOU and adds that state and local agencies and special purpose districts can be stakeholders. 2) Include that at least one of the resident-members of D3 lives in unincorporated KC. This will be stipulated in the MOU.
4.3		1) Adds language specifying that members can be appointed to successive terms. 2) Deletes language specifying ex-officio member term limits and states changes to term limits will be determined by ILA parties. Rationale: this would allow more flexibility by allowing the term limits to be described in the member policies document which can be updated as often as needed.
4.4		New subsection that allows the parties to enter into agreements for services beyond those covered in this ILA without having to create another ILA, but by creating an MOU. Some examples could include stormwater services, environmental laboratory services, or others. This wording is consistent with language in the other King County WRIA agreements.
4.7		Becomes section 4.8 and changes timing for review and evaluation of the service provider from annually to every other year beginning in 2027.
Section 5	Voting	No substantive change.
Section 6	Obligations of Parties; Budget; Fiscal Agent; Rules	No substantive change.
Section 7	Latecomers	No substantive change.
Section 8	Termination	Termination only begins on January 1 of each year and terminating party must give a 60-day notice to other parties.
Section 9	Hold Harmless & Indemnification	No change.
Section 10	No Assumption of Liability	No change.
Section 11	Voluntary Agreement	No change.
Section 12	No Preclusion of Activities or Projects	No change.
Section 13	No Third Party Rights	No change.
Section 14	Amendments	No change.
Section 15	Counterparts	No change.

Section 16	Approval by Parties' Governing Bodies	No change.
Section 17	Entire Agreement	No change.
Section 18	Filing of Agreement	New section. "This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein."

Summary of WRIA 7 ILA Partner Approval Status. WRIA 7 does not anticipate any new parties joining between now and the Council's approval.

Approved/Signed (6 of 8 partners):

- City of Carnation
- City of Duvall
- City of North Bend
- City of Snoqualmie
- Snoqualmie Indian Tribe
- Town of Skykomish

Scheduled Legislative Action:

- Tulalip Tribes
- King County

WRIA 8. The table below details changes made from the 2015 agreement.

Section Number	Section Title	Water Resource Inventory Area 8 New ILA (2026-2035)
	Preamble	Adds to "Whereas" statement on to include "stormwater management" and "water quality improvement" to the example regional efforts that ILA parties are interested in integrating with salmon recovery actions.
Section 1	Definitions	Changes 1.1 to explicitly define the eligible ILA partners to include state, local, and tribal governments, agencies, and special purpose districts within WRIA 8. Previous definition listed only counties and cities.
Section 2	Purposes	No change.
Section 3	Effective Date & Term	Clarifies the ILA is in effect when it has been executed by at least nine of the eligible governments representing at least 70% of the affected population of the watershed, rather than on a specific date.
Section 4	Organization & Nature of WRIA 8 Salmon Recovery Council	No substantive changes.

4.3		<p>Subsections 4.3.2 and 4.3.3 are deleted.</p> <ul style="list-style-type: none"> 4.3.2: A subset of the Parties may, at such subset's sole cost, purchase and cost share services from the Service Provider in addition to the annual cost-shared services agreed to by the WRIA 8 Salmon Recovery Council pursuant to Section 4.3 herein. 4.3.3: The level of funding, total resource obligations, and allocation of obligations for the subset of Parties that agree to cost share additional services pursuant to Subsection 4.3.2 herein shall be negotiated and determined by those Parties purchasing the additional services and set forth in a written document executed by the Service Provider and the subset of Parties.
4.4		Revises the due date for developing and approving an annual budget to October 1 (previously September 1). Reflects current practice.
4.6		Changes sequence of evaluating service provider and fiscal agent performance to every two years instead of every three years.
Section 5	Voting	No changes.
Section 6	Adaptive Management of the WRIA 8 Chinook Salmon Conservation Plan	No changes.
Section 7	Obligations of Parties; Budget; Fiscal Agent: Rules	No changes.
Section 8	Latecomers	No changes.
Section 9	Termination	No changes.

Section 10	Property	New Section. "Parties do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the WRIA 8 Salmon Recovery Council, the ownership of said property shall be retained by the purchasing Party and said property will be returned to the purchasing Party upon termination of the agreement and/or the purchasing Party's participation in the agreement."
Section 11	Hold Harmless & Indemnification	No changes.
Section 12	No Assumption of Liability	No changes.
Section 13	Voluntary Agreement	No changes.
Section 14	No Preclusion of Activities or Projects	No changes.
Section 15	No Third Party Rights	No changes.
Section 16	Amendments	No changes.
Section 17	Counterparts	No changes.
Section 18	Approval by Parties' Governing Bodies	No change.
Section 19	Filing of Agreement	No change.
Section 20	Previous Interlocal	New Section. Repeals and replaces previous ILAs. Rationale: it may provide clarity if the new ILA is executed by the requisite parties before 12/31/2025.

Approval by Other Parties. WRIA 8 does not anticipate any new parties joining the ILA at this time.

Approved/Signed (27 of 28 jurisdictional partners):

- Beaux Arts Village
- Bellevue
- Bothell
- Edmonds
- Everett
- Hunts Point
- Issaquah
- Kenmore
- Kent
- Kirkland
- Lake Forest Park
- Maple Valley
- Medina
- Mercer Island
- Mill Creek
- Mountlake Terrace
- Mukilteo
- Newcastle
- Redmond
- Renton

- Sammamish
- Seattle
- Shoreline
- Snohomish County

- Woodinville
- Woodway
- Yarrow Point

Scheduled Legislative Action:

- King County

WRIA 9. The table below details changes made from the 2015 agreement.

Section Number	Section Title	Water Resource Inventory Area 9 New ILA (2026-2035)
	Preamble	Adds a "whereas" the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Puget Sound Chinook salmon
Section 1	Definitions	Changes Section 1.1 to expand eligible members from only counties and cities to include special purpose districts and/or tribes located within WRIA 9.
Section 2	Purposes	All subsections edited to clean-up, improve organization, and eliminate redundancies in this section.
Section 3	Effective Date & Term	No substantive change.
Section 4	Organization & Membership of the WRIA 9 Watershed Forum	Adds language related to how to determine whether a party is "active" and when no longer considered "active." <ul style="list-style-type: none"> • "Party representatives shall be responsible for maintaining the Party's status as an active party by attending WRIA 9 Watershed Ecosystem Forum meetings. A Party representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum under Section 5."
Section 5	Voting	Adds subsection 5.1.1 <ul style="list-style-type: none"> • "No action or binding decision will be taken by the Watershed Ecosystem Forum without the presence of a quorum of active Parties, as specified in Section 4.1. A quorum exists if a majority of the active Parties' representatives are present at the Watershed Ecosystem Forum meeting, provided that positions left inactive on the Watershed Ecosystem Forum by Parties shall not be included in calculating the quorum."
Section 6	Implementation of the Salmon Habitat Plan	No change.
Section 7	Obligations of Parties; Budget; Fiscal Agent; Rules	No change.
Section 8	Latecomers	No substantive change.

Section 9	Termination	No change.
Section 10	Hold Harmless & Indemnification	No change.
Section 11	No Assumption of Liability	No change.
Section 12	Voluntary Agreement	No change.
Section 13	No Preclusion of Activities or Projects	No change.
Section 14	No Third Party Rights	No change.
Section 15	Amendments	No change.
Section 16	Counterparts	No change.
Section 17	Approval by Parties' Governing Bodies	No change.
Section 18	Filing of Agreement	No change.
Section 19	Entire Agreement	No change.

Approval by Other Parties. WRIA 9 does not currently anticipate any new parties joining the ILA, however the Muckleshoot Indian Tribe and Port of Seattle are eligible to join at future date.

Approved/Signed (10 of 17):

- Algona
- Auburn
- Black Diamond
- Burien
- Covington
- Des Moines
- Enumclaw
- Federal Way
- Kent
- Maple Valley
- Renton
- Seattle
- Tukwila

Scheduled Legislative Action:

- King County

Awaiting Scheduling Legislative Action:

- Normandy Park
- Sea Tac
- Tacoma

Revenues and Expenditures. The funding proposed in each agreement is comparable to what the County currently pays. Cost-sharing among jurisdictions, including King County, is determined by size, population, and assessed value.

Transmittal documents indicate that expenditure projections assume a 3% annual increase and estimated costs include staffing, supplies, services, and overhead. The King County portion of the funding comes from surface water management revenue. Other sources of revenue include grants from the state Salmon Recovery Funding Board and the federal Pacific Coastal Salmon Recovery Fund.

Executive staff state that WRIA staff do not anticipate future revenue issues related to the availability of state or federal grant funding which staff indicate has been stable for over 20 years. However, if these funds were reduced or eliminated, staff state the WRIAs would evaluate various options, including increasing the annual ILA cost share, seeking replacement grant funds through the King County Flood Control District Cooperative Watershed Management grant program, or seeking other appropriate funding sources.

The table below shows projected revenues and expenditures through 2029.

WRIA	Projected Revenues 2026-2029	Projected Expenditures 2026-2029
WRIA 7	\$3,128,299	Salaries & Benefits • \$2,039,062 Supplies & Services • \$1,089,237
WRIA 8	\$3,595,500	Salaries & Benefits • \$2,504,884 Supplies & Services • \$1,090,616
WRIA 9	\$3,982,620	Salaries & Benefits • \$2,842,703 Supplies & Services • \$1,139,917

Legal and Policy Considerations. Neither Council legal counsel nor Council staff have identified any legal or policy issues.

INVITED

- Josh Baldi, Division Director, Water and Land Resources Division, Department of Natural Resources and Parks

ATTACHMENTS

1. Proposed Ordinance 2025-0208 (and its attachments)
2. Transmittal Letter
3. Fiscal Note



KING COUNTY

Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0208.1

Sponsors Perry

1 AN ORDINANCE authorizing the executive to enter into
2 interlocal agreements for salmon conservation efforts in the
3 Snoqualmie and South Fork Skykomish Watershed within
4 Water Resource Inventory Area 7, the Lake
5 Washington/Cedar/Sammamish Watershed also known as
6 Water Resource Inventory Area 8, and the
7 Green/Duwamish and Central Puget Sound Watershed also
8 known as Water Resource Inventory Area 9.

9 **STATEMENT OF FACTS:**

- 10 1. In response to the 1999 listing of the Puget Sound Chinook salmon
11 under the federal Endangered Species Act, King County and other affected
12 jurisdictions determined that Water Resource Inventory Area-based
13 ("WRIA") salmon conservation planning was a critical and necessary
14 component of efforts to recover species listed as threatened or endangered
15 under the Endangered Species Act and of salmon recovery overall.
- 16 2. On October 16, 2000, the King County council passed Motion 11077,
17 authorizing the executive to enter into interlocal agreements between King
18 County and other eligible governmental entities in, respectively, the King
19 County portion of WRIA 7, which is the Snoqualmie and South Fork
20 Skykomish Watershed, WRIA 8, which is the Lake

21 Washington/Cedar/Sammamish Watershed, and WRIA 9, which is the
22 Green/Duwamish and Central Puget Sound Watershed, for the purpose of
23 cooperatively developing, funding, and implementing watershed-based
24 salmon conservation plans, habitat protection and restoration efforts, and
25 other water resource management projects and programs in those
26 watersheds.

27 3. Watershed-based salmon conservation plans were developed for each
28 of the watersheds and ratified by parties to the interlocal agreements in
29 each of the respective King County watersheds in 2005 and 2006. The
30 plans were approved by the National Oceanic and Atmospheric
31 Administration Fisheries as chapters in the overall Puget Sound Salmon
32 Recovery Plan in 2007.

33 4. King County and affected jurisdictions and partners have been working
34 together since 2001 to implement watershed-based salmon conservation
35 efforts, and, once adopted, the watershed-based salmon conservation plans
36 through extensions to the original interlocal agreements. Those interlocal
37 agreements as extended will expire on December 31, 2025.

38 5. Much work has been accomplished through the cooperative efforts of
39 partners through the existing interlocal agreements including:

- 40 a. thousands of acres have been protected from development through
- 41 acquisition in fee as well as easements;
- 42 b. hundreds of acres of riparian areas have been planted with native
- 43 vegetation along our rivers and streams;

44 c. along each of King County's large rivers, levees have been removed
45 where they were no longer needed or have been setback to provide
46 improved habitat function and reduce flood risk;

47 d. hundreds of acres of floodplain have been reconnected to provide
48 improved habitat and reduce flood risk;

49 e. thousands of linear feet of marine shoreline and lakeshore have been
50 restored;

51 f. high-priority programs and outreach projects have been implemented,
52 such as the Salmon SEEson program, which promotes fish viewing
53 opportunities, as well as watershed education in classrooms; and

54 g. monitoring has been performed that is necessary for tracking
55 implementation and adaptive management measures under the salmon
56 conservation plans, such as monitoring salmon populations trends, habitat
57 trends and project effectiveness.

58 6. Under each of the interlocal agreements, the participating jurisdictions
59 appointed a representative to take part in a watershed forum for that
60 watershed. The forums include the Snoqualmie Watershed Forum, the
61 WRIA 8 Salmon Recovery Council, and the WRIA 9 Watershed
62 Ecosystem Forum. In each interlocal agreement, King County is
63 designated as the service provider to complete the annual scopes of work
64 agreed upon by the watershed forums.

65 7. Recognizing that salmon habitat conservation is a long-term endeavor
66 and that significant priority project and program work remains, the

67 Snoqualmie Watershed Forum, the WRIA 8 Salmon Recovery Council,
68 and the WRIA 9 Watershed Ecosystem Forum have prepared, and are
69 presenting for approval to the appropriate partner legislative bodies,
70 including the King County council, new interlocal agreements to
71 cooperatively conduct and oversee watershed-based salmon conservation
72 plan implementation for the years 2026 through 2035.

73 8. The extraordinary level of interjurisdictional cooperation and
74 productivity achieved through the Snoqualmie Watershed, WRIA 8, and
75 WRIA 9 salmon conservation planning and implementation efforts is
76 expected to continue to be a model for interjurisdictional cooperation
77 under these new interlocal agreements.

78 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

79 SECTION 1. The King County executive is hereby authorized to enter into
80 interlocal agreements for salmon conservation efforts for the watershed basins within the
81 King County portion of Water Resource Inventory Area 7, which is the Snoqualmie and
82 South Fork Skykomish Watershed, the watershed basins within Water Resource
83 Inventory Area 8, which is the Lake Washington/Cedar/Sammamish Watershed, and the
84 watershed basins within Water Resource Inventory Area 9, which is the Green/Duwamish

85 and Central Puget Sound Watershed, substantially in the form of Attachments A, B, and
86 C to this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. Interlocal Agreement for the Snoqualmie and South Fork Skykomish Watersheds within Water Resource Inventory Area 7, B. Interlocal Agreement for Chinook Salmon Conservation Planning for the Watershed Basins within Water Resource Inventory Area 8, C. Interlocal Agreement for the Green River, Duwamish River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9 (which inc

INTERLOCAL AGREEMENT

For the Snoqualmie and South Fork Skykomish Watersheds within
Water Resource Inventory Area 7

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington ("RCW") by a portion or all of the eligible governments signing this Agreement that are located in King County, lying wholly or partially within the Snoqualmie and South Fork Skykomish Watersheds and within the management area of Water Resource Inventory Area 7 ("WRIA 7"), political subdivisions of the State of Washington, or federally recognized Indian tribes (collectively, "Parties");

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation for the majority of the Snoqualmie and South Fork Skykomish Watersheds for the purposes of implementing the Snohomish River Basin Salmon Conservation Plan ("WRIA 7 Plan") and improving watershed health in the King County portion of the basin; and

WHEREAS, Puget Sound Chinook salmon and bull trout, including the Snoqualmie and South Fork Skykomish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under the ESA in 2007; and

WHEREAS, the Parties recognize their participation in the efforts to implement the WRIA 7 Plan demonstrates a commitment to work proactively to address the ESA listings; and

WHEREAS, the Parties recognize achieving WRIA 7 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon and watershed conservation actions; and

WHEREAS, some of the Parties under the terms of an interlocal agreement for the years 2001-2005 contributed to the development of the Snohomish River Basin Salmon Conservation Plan and want to continue providing efficient participation in the implementation of such plan; and

WHEREAS, the Parties took formal action in 2005 to ratify the WRIA 7 Plan; and

WHEREAS, the Parties have executed the 2006-2010 Interlocal Agreement, a 2011-2015 extension and amendment to the Interlocal Agreement and the 2016-2025 Interlocal Agreement to implement the WRIA 7 Plan and improve watershed health; and

WHEREAS, the Parties continue to seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have completed the first 20 years of WRIA 7 Plan implementation by prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

WHEREAS, the Parties wish to continue this effort for identifying, coordinating and implementing habitat, water quality, flood hazard reduction, and water quantity projects at the watershed level under the terms of an interlocal agreement; and

WHEREAS, the Parties continue to have interest in achieving multiple benefits by integrating salmon recovery and watershed health projects and programs with other important resource considerations such as agriculture, forestry, biodiversity, wildlife, open space and recreation; and

WHEREAS, the Parties' goals include the preservation of the Snoqualmie Valley's rural character while strengthening vibrant cities; and

WHEREAS, the Parties recognize and respect the present-day and historical importance of the watershed and its resources to tribal culture, economy and customs; and

WHEREAS, the Parties recognize and value the present-day and historical connection of its cities and unincorporated communities to the river and the natural resources of the Snoqualmie watershed; and

WHEREAS, the Parties have an interest in participating in the Snohomish Basin Salmon Recovery Forum and other salmon recovery groups; and

WHEREAS, the Parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of the Puget Sound as it relates to salmon recovery and watershed health; and

WHEREAS, the Parties recognize that addressing watershed issues and implementing salmon conservation and recovery actions may be carried out more efficiently if done on a cooperative basis.

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **ELIGIBLE GOVERNMENTS:** The governmental entities eligible for participation in this Agreement are local and tribal governments within WRIA 7 including: King County; federally recognized Indian tribes located within WRIA 7; the Cities of Carnation, Duvall, North Bend, Snoqualmie, and Sammamish; and the Town of Skykomish.
 - 1.2 **WRIA 7 ILA Party ("Party" or "Parties"):** The Parties to the WRIA 7 Interlocal Agreement are the Parties who sign this Agreement and are the Parties

responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the Snoqualmie Watershed Forum.

- 1.3 **SNOQUALMIE WATERSHED FORUM:** The “**Snoqualmie Watershed Forum**,” created herein, is the governing body responsible for implementing this Agreement comprised of the **WRIA 7 ILA Parties** and **Stakeholder** representatives as determined by the **WRIA 7 ILA Parties**.
- 1.4 **SNOHOMISH BASIN SALMON RECOVERY FORUM:** The “**Snohomish Basin Salmon Recovery Forum**” (hereinafter referred to as “the Recovery Forum”) is the cooperative body comprised of local governments, the Tulalip Tribes, special districts, and Stakeholder representatives from throughout WRIA 7 in both King and Snohomish Counties.
- 1.5 **Snohomish River Basin Salmon Conservation Plan:** The “**Snohomish River Basin Salmon Conservation Plan**” (hereinafter referred to as “the Salmon Conservation Plan”) is the document and any subsequent updates adopted by the Recovery Forum, developed by the Snohomish Basin Salmon Recovery Forum outlining actions for salmon recovery in response to listings of Chinook and bull trout under the ESA.
- 1.6 **SERVICE PROVIDER(S):** **Service Provider(s)**, as used herein, means that entity which supplies staffing or other resources to and for the **Snoqualmie Watershed Forum**, in exchange for payment. The **Service Provider(s)** may be a party to this agreement.
- 1.7 **STAKEHOLDERS.** “**Stakeholders**” refers to those public and private entities within the WRIA 7 who reflect the diverse interests integral for planning for recovery of the listed species under the ESA, which may include but is not limited to agriculture, environmental and business interests. Stakeholders may also be interested state and local agencies or special purpose districts.
- 1.8 **Fiscal Agent:** The **Fiscal Agent** refers to that agency or government which performs all accounting services for the WRIA 7 Snoqualmie Watershed Forum, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 To provide a mechanism and governance structure for the protection and restoration of the health of the Snoqualmie and South Fork Skykomish watersheds.
- 2.2 To provide a mechanism for sharing information, facilitating multiple benefit projects and programs, and coordinating local efforts to address issues with watershed-wide implications, including but not limited to habitat restoration and protection, flood hazard reduction, surface and groundwater quality, and water quantity.
- 2.3 To provide a mechanism and governance structure for the joint implementation of the Salmon Conservation Plan particularly related to the King County portions of WRIA 7 including important work along waterways that support salmon populations, including those areas above anadromous barriers such as above Snoqualmie Falls. This work is intended to inform local decision-makers about actions needed to respond to issues arising out of listings under the ESA.
- 2.4 To develop and articulate Snoqualmie Watershed-based positions on key issues during the implementation and adaptive management of the Salmon Conservation Plan. The Parties retain the right to submit comments on behalf of their individual governments.
- 2.5 To provide a mechanism for cooperative review and implementation of policies, programs and regulations to support salmon recovery, and to inform land use planning, incentive programs and outreach efforts.
- 2.6 To provide for the ongoing participation of residents and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and ESA efforts.
- 2.7 To provide a mechanism for securing technical assistance and funding from federal, state and other agency sources.
- 2.8 To provide a mechanism for the implementation of other multiple benefit projects such as habitat, surface and groundwater quality, water quantity, flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **Snoqualmie Watershed Forum**. Such projects may also include actions to benefit agricultural lands or other important resource lands, provided that such actions stem from integrated multi-objective planning efforts in the watershed.
- 2.9 To recommend annually projects for grant funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.

- 2.10 To provide a framework for cooperation and coordination among the Parties on issues relating to the WRIA 7 or sub-WRIA 7 basin planning or to meet the requirement of a commitment by any Party to participate in WRIA 7 based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such Party.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or natural resource policy body. Nothing in this Agreement shall waive the sovereign immunity of the Tribal government Parties.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by King County and at least two (2) ***Eligible Governments***, as authorized by each government's legislative body, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for a term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing, with such extension being effective upon its execution by King County and at least two (2) of the ***Eligible Governments***. Such extension shall bind only those Parties executing the extension.

It is not the purpose or intent of this Agreement to prevent the Parties from entering into a WRIA 7-wide agreement at some future date prior to the end of the initial term of this Agreement.

4. **ORGANIZATION AND MEMBERSHIP OF THE SNOQUALMIE WATERSHED FORUM.**
The parties to this Agreement hereby establish a ***Snoqualmie Watershed Forum*** to serve as the formal governance structure for carrying out the purposes of this Agreement.
- 4.1 Each ***WRIA 7 ILA Party*** to this Agreement shall appoint one (1) elected official to serve as its primary representative, and one alternate representative to serve on the ***Snoqualmie Watershed Forum***.
- 4.2 In addition to the representatives of each of the Parties, the ***Snoqualmie Watershed Forum*** shall also include at least five (5) ***Stakeholder*** representatives to increase the representation of residents and partner organizations within the ***Snoqualmie Watershed Forum***. ***Stakeholder*** representatives participate in consensus decision making but do not participate in voting in the event consensus

cannot be reached. The **Snoqualmie Watershed Forum** may elect to add additional **Stakeholder** representatives without amending the ILA, provided that any such addition has been discussed during at least one regular meeting of the **Snoqualmie Watershed Forum** prior to the meeting where the final decision is made, with opportunity provided for public comment. The decision to add **Stakeholder** representatives is subject to the provisions of Section 5. By accepting appointment to the **Snoqualmie Watershed Forum**, **Stakeholders** agree to follow the operating and voting procedures established by the **Snoqualmie Watershed Forum**.

- 4.3 **WRIA 7 ILA Party** representatives shall serve on the **Snoqualmie Watershed Forum** for a term of four years, or the remainder of their elected term (if appropriate), whichever is shorter, and may be elected to successive terms. **Snoqualmie Watershed Forum Stakeholders** shall have appointed representatives whose terms shall be determined by the **WRIA 7 ILA Parties**.
- 4.4 The services cost-shared under this agreement shall be provided to the **Snoqualmie Watershed Forum** by the **Service Provider**, currently King County Department of Natural Resources and Parks. The **Snoqualmie Watershed Forum** shall enter into a Memorandum of Understanding with the **Service Provider**, which shall set out the understanding of expectations for services to be provided and a method of regular consultation between the **Service Provider** and the **Snoqualmie Watershed Forum** concerning the performance of services hereunder.
 - 4.4.1 A subset of the **WRIA 7 ILA Parties**, at such subset's sole cost, may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.4 herein.
 - 4.4.2 The **Snoqualmie Watershed Forum** shall prepare a Memorandum of Understanding, which shall set out the expectations for the additional services to be provided to the subset of the Parties to this Agreement.
- 4.5 The Service Provider will meet with staff from each of the Parties at least once annually prior to October 1 to coordinate the development of a draft work program and budget for consideration by the **Snoqualmie Watershed Forum** for the following calendar year.
- 4.6 The **Snoqualmie Watershed Forum** shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. For non-tribal Parties, such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and geographic area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A. The

Exhibit A data shall be updated every third year, as more current data becomes available, by the Service Provider and approved by the **Snoqualmie Watershed Forum**. Exhibit A shall be automatically amended, without further action of the Parties, to reflect this updated data upon distribution of such data to the Parties in writing. When a federally recognized Indian tribe becomes party to this Agreement, the tribe's initial cost share shall be determined jointly by the Parties and will be included in Exhibit A. Tribal cost share(s) shall also be re-evaluated at the same three-year intervals. The weight accorded to the tribe's vote for weighted voting pursuant to Section 5 for any given year shall correspond to the tribe's cost share for that year relative to the cost shares contributed by the other Parties for that year.

- 4.7 The **Snoqualmie Watershed Forum** shall oversee the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
 - 4.8 The **Snoqualmie Watershed Forum** shall review and evaluate the performance of the Service Provider to this Agreement every other year starting in 2027, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this agreement.
 - 4.9 The **Snoqualmie Watershed Forum** may contract with similar watershed forum bodies, including the **Recovery Forum** or any other entities for any lawful purpose related hereto. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.
 - 4.10 Those Parties that are members of the **Recovery Forum** shall participate in regular meetings of the **Recovery Forum** to the extent possible in light of constraints on the availability of staff and elected officials. The **Snoqualmie Watershed Forum** may elect to designate a representative of the Parties to participate in the **Recovery Forum** on a regular basis.
 - 4.11 The **Snoqualmie Watershed Forum** shall adopt rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Snoqualmie Watershed Forum** shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

- 5.1 Decisions shall be made using a consensus model as much as possible that includes all **WRIA 7 ILA Parties** and **Stakeholder** representatives. Each **Party** and **Stakeholder** representative agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** and **Stakeholder** representatives. If unanimous agreement of **Parties** and **Stakeholder** representatives cannot be reached then the **WRIA 7 ILA Parties** may reach a decision by a majority recommendation with a minority report. Any **WRIA 7 ILA Party** who does not accept a majority decision may request weighted voting as set forth below.
- 5.2 During the course of decision-making, a **WRIA 7 ILA Party** or **Stakeholder** representative may call for a non-binding “roll call” vote.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Snoqualmie Watershed Forum**, the **Snoqualmie Watershed Forum** shall take action on a dual-majority basis, as follows:
- 5.3.1 Each **WRIA 7 ILA Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **Snoqualmie Watershed Forum** action.
- 5.3.2 The weighted vote of each **WRIA 7 ILA Party** in relation to the weighted votes of each of the other **WRIA 7 ILA Parties** shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.6 in the year in which the vote is taken.
- 5.3.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the **WRIA 7 ILA Parties** and by a majority of the weighted votes of the Parties.
- 5.3.4 **Stakeholder** representatives shall not cast votes made pursuant to Section 5.3.

6. OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.

- 6.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Snoqualmie Watershed Forum** under this Agreement, including all such obligations related to the **Snoqualmie Watershed Forum** funding, technical support, and participation in related planning, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 6.2 Staff from each of the Parties shall meet at least annually to develop a proposed annual work program, coordinate implementation of the Salmon Conservation Plan

and other watershed actions, and develop proposals for consideration by the **Snoqualmie Watershed Forum**.

- 6.3 No later than October 1 of each year of this Agreement, the **Snoqualmie Watershed Forum** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual Parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning activities within the Snoqualmie Watershed and WRIA 7. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than the end of the fiscal year. Parties to this Agreement may elect to secure grant funding to meet their individual obligations.
- 6.4 Funds collected from the Parties or other sources on behalf of the **Snoqualmie Watershed Forum** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **Snoqualmie Watershed Forum** pursuant to rules and procedures established and agreed to by the **Snoqualmie Watershed Forum** and King County. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 6.5 Any Party may inspect and review all records maintained in connection with such fund at any reasonable time.
7. **LATECOMERS.** **Eligible Governments** which have not become a Party to this Agreement may become a Party by obtaining written consent of all the **WRIA 7 ILA Parties**. The provisions of Section 5 otherwise governing decisions of the **Snoqualmie Watershed Forum** shall not apply to this section. The **WRIA 7 ILA Parties** and any **Eligible Governments** seeking to become a Party shall jointly determine the terms and conditions under which the government may become a Party, which terms and conditions shall include payment by such government to the **Snoqualmie Watershed Forum**, of the amount determined jointly by the **WRIA 7 ILA Parties** and the government to represent such government's fair and proportionate share of all costs associated with activities undertaken by the **Snoqualmie Watershed Forum** as of the date the government becomes a Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties to this Agreement.

8. **TERMINATION.**

- 8.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the ***Snoqualmie Watershed Forum*** as reflected in the annual budget.
- 8.2 This Agreement may be terminated in its entirety at any time by the written agreement of all Parties.
9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 8.
10. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the ESA, or any other

act, statute, regulation, or ordinance of any local municipality or government, the State of Washington, or the United States.

11. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Conservation Plan*** developed pursuant to this Agreement.
12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party to this Agreement which is not a party to such decision or agreement.
13. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the Recovery Forum, National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or, the State of Washington, or to form the basis for any liability on the part of the ***Snoqualmie Watershed Forum*** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been authorized and approved for execution by each Party's governing body.
17. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

18. **FILING OF AGREEMENT**. This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

KING COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CARNATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF DUVALL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NORTH BEND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SNOQUALMIE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

SNOQUALMIE TRIBE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF SKYKOMISH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TULALIP TRIBES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: 2025 Snoqualmie Watershed Forum Cost-Share

Regional Watershed Funding

2025 ILA Budget Estimate:

\$ 725,968

Jurisdiction	2023 Estimated Population ¹		2024 Total Assessed Value (AV)		2024 Land Area (Square Miles) ²		Average of Population, AV & Area ³	2025 Cost Shares Based on Population, AV & Area	2025 Cost Shares with 10% City Contributions ⁴
Carnation	2,225	3.10%	\$644,558,884	2.45%	1.17	0.18%	1.91%	\$ 12,657	\$ 1,266
Duvall	8,530	11.87%	\$2,433,128,528	9.26%	2.44	0.37%	7.17%	\$ 47,524	\$ 4,752
King County	38,292	53.31%	\$15,232,023,237	58.00%	650.46	97.63%	69.64%	\$ 461,727	\$ 461,727
North Bend	8,120	11.30%	\$2,909,389,677	11.08%	4.43	0.66%	7.68%	\$ 50,930	\$ 5,093
Snoqualmie	14,500	20.19%	\$4,989,641,822	19.00%	7.42	1.11%	13.43%	\$ 89,054	\$ 8,905
Skykomish	165	0.23%	\$55,002,900	0.21%	0.33	0.05%	0.16%	\$ 1,081	\$ 108
Snoqualmie Tribe								\$ 6,497	\$ 6,497
Tulalip Tribes								\$ 6,497	\$ 6,497
WRIA 7 Total	71,832	100%	\$26,263,745,048	100%	666.2	100%	100%	\$ 675,968	\$ 494,845

NOTES

1. King County population estimates by jurisdiction sourced from Washington Office of Financial Management (OFM). Jurisdictions entirely within WRIA 7 were assigned the OFM estimate. Parcels were assigned to jurisdictions based on the location of the parcel centerpoint.
2. King County land area excludes the South Fork Tolt River basin, the Alpine Lakes Wilderness, and those portions of the City of Sammamish that are within WRIA 7.
3. Information on population, assessed value, and land area is based on most recent data available. Per the draft 2026 Interlocal Agreement (ILA), these numbers will be updated every third year. This cost share allocation is based on 2023-2024 data and will be used in 2025, 2026 and 2027.
4. Annual grants and cost-savings from prior years make up the balance of the Forum budget.

INTERLOCAL AGREEMENT

For Chinook Salmon Conservation Planning for the Watershed Basins within
Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington (RCW) by and among the eligible governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of the Lake Washington/Cedar/Sammamish Watershed or Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties").

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the WRIA 8 Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under ESA in 2007; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery and watershed conservation actions, and

WHEREAS, the parties have executed Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the parties took formal action in 2005 to ratify the WRIA 8 Plan, and

WHEREAS, the parties have executed the 2001-2005 Interlocal Agreement, and extensions for the years 2007-2015 and 2016-2025 to implement the WRIA 8 Plan and improve watershed health; and

WHEREAS, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

WHEREAS, the parties have participated for 20 years in prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

WHEREAS, the parties wish to continue to identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity projects in the watersheds; and

WHEREAS, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in WRIA 8, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with other regional efforts, including floodplain management, stormwater management, water quality improvement, etc.; and

WHEREAS, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1. **ELIGIBLE GOVERNMENTS:** The governments eligible for participation in this Agreement as parties are state, local, and federally recognized Indian tribal governments, state and local agencies, and special purpose districts within WRIA 8 boundary.
 - 1.2. **WRIA 8 ILA Parties:** The Parties to the WRIA 8 Interlocal Agreement (“Party” or “Parties”) are the *Eligible Governments* who sign this Agreement and are responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the *WRIA 8 Salmon Recovery Council*.
 - 1.3. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of *Party* representatives and *Stakeholders*. The *WRIA 8 Salmon Recovery Council* is a voluntary association of *Eligible Governments* located wholly or partially within the management area of WRIA 8. The *WRIA 8 Salmon Recovery Council* shall be responsible for making recommendations for implementing the *WRIA 8 Plan* to the *Parties*.
 - 1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN:** The *WRIA 8 Chinook Salmon Conservation Plan* (*WRIA 8 Plan*) as referred to herein is the three volume document, the 2017 update to the WRIA 8 Plan, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with *Stakeholders* and ratified by the *Parties* for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
 - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein is chosen by *Party* representatives, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the *Parties* as provided in Section 4.2.
 - 1.5. **SERVICE PROVIDER:** *Service Provider*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
 - 1.6. **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.7 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 8 who reflect the diverse interests integral for planning, implementation, and adaptive management of the **WRIA 8 Plan**.

2. **PURPOSES.** The purposes of this Agreement include the following:

2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the **WRIA 8 Plan**.

2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.

2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.

2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.

2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.

2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and statewide salmon recovery forums.

2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation, and funding to state and federal legislators.

2.9 To provide for the ongoing participation of residents and other **Stakeholders** in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to

educate and garner support for current and future watershed and ESA listed species response efforts in accordance with the **WRIA 8 Plan**.

- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt, or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population, as authorized by each **Parties'** legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and 200. Once effective, this Agreement shall remain in effect through December 31, 2035; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population of WRIA 8.
4. **ORGANIZATION AND MEMBERSHIP.** The parties hereby establish **WRIA 8 Salmon Recovery Council** to serve as the formal governance structure for carrying out the purposes of this Agreement in collaboration with **Stakeholders**.
 - 4.1 Each **Party** shall appoint one (1) elected official and one (1) alternate to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The alternate representative may be a different elected official or senior staff person. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 8 Salmon Recovery Council** meetings. A **Party** representative's position will be considered inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. **Stakeholders** shall be appointed or removed by **Party** representatives using the voting provisions of Section 5.3 of this Agreement.
 - 4.2 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall meet and choose from among the **Party** representatives, according to the voting provisions of Section 5, at least five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget, work program, and such other directions as may be provided by the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider**

may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work program, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

- 4.3 The **Service Provider** to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be King County Department of Natural Resources and Parks, unless the **Parties**, pursuant to the voting provisions of Section 5, choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of the **Service Provider** and an authorized representative of **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 The **Management Committee** shall make recommendations to the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the **WRIA 8 Salmon Recovery Council**.

- 4.4 By October 1 of each year, the **WRIA 8 Salmon Recovery Council** shall develop and approve an annual budget, establishing the level of funding and total resource obligations of the **Parties** which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each **Parties**, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**. Individual cost shares may change more frequently than every three years for **Parties** involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by the **WRIA 8 Salmon Recovery Council**.

- 4.5 **Party** representatives of the **WRIA 8 Salmon Recovery Council** shall oversee and administer the expenditure of budgeted funds and allocate resources contributed by each

Party or obtained from other sources in accordance with implementation and adaptive management of the **WRIA 8 Plan** during each year of this Agreement.

- 4.6 The **WRIA 8 Salmon Recovery Council** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement and provide for whatever actions deemed appropriate and necessary to ensure that quality services are efficiently, effectively, and responsibly delivered in the performance of the purposes of this Agreement. The performance of the Service Provider and Fiscal Agent shall be assessed every two years starting in 2027. In evaluating the performance of any **Service Provider**, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided.
- 4.7 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes. Nothing in this Agreement shall be construed as creating a separate legal or administrative entity. The **Parties** acknowledge neither the **WRIA 8 Salmon Recovery Council** nor the **Management Committee** is a separate legal entity.
- 4.8 The **WRIA 8 Salmon Recovery Council** shall adopt operating and voting procedures for its deliberations, but such procedures shall not affect the voting provisions contained in Section 5. The **WRIA 8 Salmon Recovery Council** shall also adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scopes of work, budgets, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** at the meeting, or by a majority recommendation agreed upon by the active **Parties**, as specified in Section 4.1, with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below. No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active **Parties**. A quorum exists if a majority of the active **Parties'** representatives are present

at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by **Parties** shall not be included in calculating the quorum.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:

5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.

5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **WRIA 8 ILA Parties** shall be determined by the percentage of the annual contribution by each **Party** set in accordance with Subsection 4.4 in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**. A vote of abstention shall be recorded as a “no” vote.

- 5.3 The **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party **Stakeholder**.

5.3.1 Nomination of **Stakeholder** may be made by any **Party** representative to the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of a **Stakeholder** requires either consensus or a dual majority vote of the **Parties** as provided in Section 5.2.

5.3.2 **Party** representatives on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow **Stakeholders** to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The **WRIA 8 Salmon Recovery Council** may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Section 5.1, except in the case where legislation requires non-party member votes. **Stakeholders** shall not cast a vote for decisions subject to voting under Section 5.2.

5.3.3 Decisions of the entire **WRIA 8 Salmon Recovery Council** shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Section 5.1.

5.3.4 By accepting appointment to the **WRIA 8 Salmon Recovery Council**, **Stakeholders** agree to follow the operating and voting procedures established by Section 4.8 and shall not distribute any version or amendment to the **WRIA 8 Plan** which has not been ratified consistent with Section 6.5.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.** The **WRIA 8 Plan** shall be implemented consistent with the following:
- 6.1 The **WRIA 8 Salmon Recovery Council** shall provide information to the **Parties** regarding progress in achieving the goals and objectives of the **WRIA 8 Plan**. Recommendations of the **WRIA 8 Salmon Recovery Council** are to be consistent with the purposes of this Agreement. The **WRIA 8 Salmon Recovery Council** may authorize additional advisory bodies on priority topics such as subcommittees and work groups.
 - 6.2 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5. In the event any amendments are not so approved, they shall be returned to the committees of the **WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.
 - 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the **Parties** for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the updated **WRIA 8 Plan** to any state or federal agency as may be required for further action.
 - 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.
 - 6.5 The **Parties** agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state, or federal agency unless the changes have been approved and ratified as provided herein.
7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**
- 7.1 Each **Party** shall be responsible for meeting its individual financial obligations hereunder as described in Section 2.2 and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.4.

- 7.2 The maximum funding responsibilities imposed upon the **Party** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g., staffing) of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 8. The **Parties** shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget and shall have done so no later than December 1 of each such year.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** Any **Eligible Government** may become a **Party** only with the written consent of all the **Parties**. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to this section. The **WRIA 8 Salmon Recovery Council** and the **Eligible Government** seeking to become a party shall jointly determine the terms and conditions under which the **Eligible Government** may become a **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **Fiscal Agent**. The amount of payment is determined jointly by the **WRIA 8 Salmon Recovery Council** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the **Parties** on its behalf as of the date the **Eligible Government** becomes a **Party**. Any **Eligible Government** that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties** to this Agreement.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The

terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

- 9.2 This Agreement may be terminated at any time by the written agreement of all **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing party if such **Party** can be identified, and if the party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **PROPERTY:** The **Parties** do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the **WRIA 8 Salmon Recovery Council**, the ownership of said property shall be retained by the purchasing **Party** and said property will be returned to the purchasing **Party** upon termination of the agreement and/or the purchasing **Party's** participation in the agreement.
11. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, and for the limited purposes set forth in this agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party's** agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this section shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
12. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with

regard to any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.

13. **VOLUNTARY AGREEMENT.** This agreement is voluntary and it is acknowledged and agreed that, in entering into this Agreement, no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the **WRIA 8 Plan** pursuant to this Agreement.
14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a **Party** to such decision or agreement.
15. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, National Marine Fisheries Service, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **WRIA 8 Salmon Recovery Council** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
16. **AMENDMENTS.** This Agreement may be amended, altered, or clarified only by the unanimous consent of the **Parties** to this Agreement, represented by affirmative action by each **Party's** legislative body.
17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
18. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
19. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
20. **PREVIOUS INTERLOCAL.** This Agreement shall repeal and replace the **Parties'** previous interlocal agreement, which was expected to terminate on December 31, 2025, and was adopted on or about July 16, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BELLEVUE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BOTHELL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CLYDE HILL:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF EDMONDS:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF EVERETT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF HUNTS POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF ISSAQUAH:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENMORE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KENT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF KIRKLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF LAKE FOREST PARK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MAPLE VALLEY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MEDINA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MERCER ISLAND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MILL CREEK:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF MUKILTEO:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NEWCASTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF REDMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF RENTON:

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CITY OF SAMMAMISH:

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CITY OF SEATTLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SHORELINE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

SNOHOMISH COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF WOODINVILLE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF WOODWAY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF YARROW POINT:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds
within the geographic planning area of Water Resource Inventory Area 9 (which
includes portions of Water Resource Inventory Areas 8, 10, and 15)

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

WHEREAS, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Puget Sound Chinook salmon; and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and updated in 2021 ("***Salmon Habitat Plan***"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005/2006 and 2021/2022 to ratify the ***Salmon Habitat Plan and Salmon Habitat Plan Update***, and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005, 2007-2015, and 2016-2025 in implementing the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have demonstrated in the ***Salmon Habitat Plan*** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

WHEREAS, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

WHEREAS, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

WHEREAS, the Parties wish to monitor and evaluate implementation of the ***Salmon Habitat Plan*** through adaptive management; and

WHEREAS, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

WHEREAS, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

WHEREAS, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

1.1 **ELIGIBLE GOVERNMENTS:** The entities eligible for participation in this Agreement as parties are state, local, and tribal governments, state and local agencies, and special purpose districts within WRIA 9 including: King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any other interested public agencies and tribes that lie fully or partially within the boundaries of WRIA 9.

1.2 **WRIA 9 ILA PARTIES:** The ***Parties to the WRIA 9 Interlocal Agreement*** (“***Party***” or “***Parties***”) are the Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the ***WRIA 9 Watershed Ecosystem Forum***.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The *WRIA 9 Watershed Ecosystem Forum* referred to herein is the cooperative body comprised of the designated representatives of the *Parties* and a balance of *Stakeholders*. The *WRIA 9 Watershed Ecosystem Forum* shall be an advisory body responsible for making recommendations for implementing the *Salmon Habitat Plan* including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (Salmon Habitat Plan)* is the plan developed by the *WRIA 9 Watershed Ecosystem Forum* and ratified by all *Parties* for its development and implementation. The *Salmon Habitat Plan* recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the *Salmon Habitat Plan* are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The *Salmon Habitat Plan* constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the *Management Committee* are chosen by the *Parties*, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *Parties'* behalf.
- 1.6 **SERVICE PROVIDER:** The *Service Provider*, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the *Parties*, in exchange for payment. The *Service Provider* may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 9 ILA Parties* as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a funding mechanism and governance structure for jointly implementing and adaptively managing the *Salmon Habitat Plan*.

- 2.2 To serve as the salmon recovery “Lead Entity” as designated by state law (Chapter 77.85 RCW) for WRIA 9, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local stakeholders to annually recommend WRIA 9 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 9 in the Puget Sound region and state wide salmon recovery forums.
- 2.3 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District’s Cooperative Watershed Management grant program.
- 2.4 To provide information for **Parties** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
- 2.5 To develop and articulate WRIA-based positions on policies, legislation, and project proposals that may impact implementation of the **Salmon Habitat Plan**.
- 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.7 To provide a venue for the ongoing participation of community members and other stakeholders to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act response efforts .
- 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.
- 2.9 To provide a mechanism for implementing other multiple benefit habitat, stormwater, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **Parties** and/or **Watershed Ecosystem Forum**.
- 2.10 To periodically recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.
- 2.11 To provide a framework for cooperating and coordinating among the **Parties** on issues relating to WRIA 9 to meet the requirement of a commitment by any **Party** to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such **Party** to this Agreement.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each **Party**, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the **Parties** may agree to in writing with such extension being effective upon its execution by at least five (5) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those **Parties** executing the extension.
4. **ORGANIZATION AND MEMBERSHIP.** The **Parties** serve as the formal governance structure for carrying out the purposes of this Agreement.
- 4.1 Each **Party** except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 9 Watershed Ecosystem Forum** meetings. A **Party** representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum under Section 5.
- 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the **Parties** shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **Parties**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **Parties** for action, consistent with other subsections of this section.

- 4.3 The services cost-shared under this agreement shall be provided to the **Parties** and **the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **Parties**, pursuant to the voting provisions of Section 5. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.
- 4.3.1 A subset of the **Parties**, at such subset's sole cost, may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all **Parties** pursuant to Section 4.3 herein.
- 4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, the subset of **Parties** requesting additional services pursuant to Section 4.3.1, and the Chair of the **Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the **Parties**.
- 4.4 The **Parties** by October 1 of each year shall establish and approve an annual budget and work plan that provides for the level of funding and total resource obligations of the **Parties** for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each **Party**, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the **Management Committee**. Individual cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such **Party** to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the **Management Committee**, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other **Parties**.
- 4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the **Parties** that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those **Parties** purchasing the additional services.

- 4.5 The **Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each **Party** or obtained from other sources in accordance with the approved annual work program.
- 4.6 The **Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.
- 4.7 The **Parties** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.
- 4.8 The **Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties**. If unanimous agreement of **Parties** cannot be reached then the **Parties** to this agreement may reach consensus by a majority recommendation with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below.
- 5.1.1 No action or binding decision will be taken by the **Watershed Ecosystem Forum** without the presence of a quorum of active **Parties**, as specified in Section 4.1. A quorum exists if a majority of the active **Parties'** representatives are present at the **Watershed Ecosystem Forum** meeting, provided that positions left inactive on the **Watershed Ecosystem Forum** by **Parties** shall not be included in calculating the quorum.
- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Parties**, the **Parties** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **Watershed Ecosystem Forum** action.

5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **Parties** shall be determined by the percentage of the annual contribution made by each **Party** as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

6.1 The **Watershed Ecosystem Forum** shall provide information to the **Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **Parties** may authorize additional advisory bodies to the **Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **Parties**.

6.2 The **Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **Parties** for decision.

6.3 The **Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the **Parties** for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five **Parties** representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **Parties** shall undertake a review for consideration of the remanded changes to the plan. The **Parties** may include further referral to the **Watershed Ecosystem Forum** for recommendation or amendments thereto.

6.5 The **Parties** agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each **Party** shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Parties**, including all such obligations related to the **Parties** and **Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the **Parties** will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the **Parties** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The **Parties** shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. **Parties** may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **Parties** pursuant to rules and procedures established and agreed to by the **Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** An **Eligible Government** may become a **Party** by obtaining written consent of all the **Parties** to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **Parties** shall not apply to this section. The **Parties** and any governments seeking to become a **Party** shall jointly determine the terms and conditions under which a government may become a new **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **Parties** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **Parties** as of the date the government becomes a new **Party**. Any government that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties**.

9. **TERMINATION.**

- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to meet only their respective share of the obligations of the **Parties** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the **Parties** pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing **Party** if such **Party** can be identified, and if the **Party** cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties** , and for the limited purposes set forth in this Agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party** to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either **Party** incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible **Party** to the extent of that **Party's** culpability. The provisions of this Section shall survive and continue to be applicable to **Parties** exercising the right of termination pursuant to Section 9 herein.
11. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with regard to

any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.

12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Habitat Plan***.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any **Party** which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **Parties** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the **Parties** to this Agreement, and requires authorization and approval by each **Party's** governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the **Parties**, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF AUBURN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BLACK DIAMOND:

By: _____

By: _____

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Approved as to form:

CITY OF BURIEN:

By: _____

By: _____

Title: _____

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Date: _____

Approved as to form:

CITY OF COVINGTON:

By: _____

By: _____

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Approved as to form:

CITY OF DES MOINES:

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Approved as to form:

CITY ENUMCLAW:

By: _____

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Date: _____

Date: _____

Approved as to form:

CITY OF FEDERAL WAY:

By: _____

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CITY OF KENT:

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KING COUNTY:

By: _____

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Approved as to form:

CITY OF MAPLE VALLEY:

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CITY OF NORMANDY PARK:

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Approved as to form:

CITY OF TACOMA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF TUKWILA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



King County

Shannon Braddock

King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

June 30, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that if approved, would enable King County to renew interlocal agreements (ILAs) to continue salmon conservation efforts with partners in the following watersheds: the Snoqualmie and South Fork Skykomish Watershed within Water Resource Inventory Area (WRIA) 7, the Lake Washington/Cedar/Sammamish Watershed, also known as WRIA 8, and the Green/Duwamish and Central Puget Sound Watershed, also known as WRIA 9. These are continuation of existing ILAs that have been approved and funded by over 40 governments for the past 25 years. The current ILAs expire on December 31, 2025.

In response to the listing of Puget Sound Chinook salmon under the federal Endangered Species Act (ESA), King County and other partners have been working together since 2001 to develop and implement watershed-based salmon conservation plans in the Snoqualmie portion of WRIA 7, and in the WRIA 8 and WRIA 9 watersheds.

At the time of the Chinook salmon listing under the ESA, most populations in Puget Sound had declined to just five percent of their historical abundance. Despite efforts to date, in King County and throughout Puget Sound, Chinook salmon populations have not yet shown a measurable increase in abundance, but they are holding steady. Monitoring shows that our restoration efforts are on the right track as salmon are actively utilizing restored sites. Overall, the rate of recovery plan implementation has been slower than originally anticipated and many of the largest habitat restoration projects to date have only been completed in the past five years. Salmon conservation is a long-term effort to reverse more than a century of impacts, and significant priority project and program work remains to be done.

Working together to address salmon recovery issues is more effective than each of the partners addressing issues individually. Continuing collaborative watershed-based salmon conservation

efforts in the Snoqualmie portion of WRIA 7 and in the WRIA 8 and 9 Watersheds provide a range of benefits for King County and ILA partners, such as:

- Providing a governance structure for implementation and adaptive management of salmon conservation plans in King County's major watersheds;
- Sharing the cost of coordinating and tracking implementation of salmon plans;
- Providing a means for securing state and federal funding for salmon conservation;
- Providing a structure for recommending projects and programs for funding by the King County Flood Control District's Cooperative Watershed Management grant program;
- Increasing coordination among the many diverse partners to address issues with watershed-wide implications, and
- Demonstrating our collective commitment to recovering listed species under the Endangered Species Act.

This proposed legislation furthers King County's goals under the Clean Water Healthy Habitat initiative, and drives many of the ecological priorities along rivers, streams, and marine shorelines under the Land Conservation Initiative. Continuing to restore salmon habitat also supports King County's Strategic Climate Action Plan. High-priority salmon recovery actions, such as reconnecting floodplains, protecting forest cover, and restoring riparian areas, will make watersheds more resilient and help to offset climate change impacts.

Thank you for your consideration of this proposed Ordinance. This important legislation will help to ensure that the extraordinary level of interjurisdictional cooperation and productivity achieved through the King County portion of WRIA 7, WRIA 8, and WRIA 9 salmon recovery efforts continues, and that salmon continue to be a part of King County's environmental and cultural heritage.

If your staff have questions, please contact Josh Baldi, Division Director of the Water and Land Resources Division, Department of Natural Resources and Parks, at 206-477-9440.

Sincerely,



for

Shannon Braddock
King County Executive

The Honorable Girmay Zahilay

June 30, 2025

Page 3

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive

Stephanie Pure, Council Relations Director, Office of the Executive

John Taylor, Director, Department of Natural Resources and Parks (DNRP)

Josh Baldi, Division Director, Water and Land Resources Division, DNRP

Ordinance/Motion: 2025-XXX
 Title: Interlocal Agreements with WRIA 7, 8, and 9 for 2026-2035 To continue salmon conservation efforts
 Affected Agency and/or Agencies: Water and Land Resources Division, Department of Natural Resources and Parks
 Note Prepared By: Bennett Armstrong
 Date Prepared: 5/23/2025
 Note Reviewed By: Nitin Chadha
 Date Reviewed: 5/27/2025

Description of request:

This updates the Water Resource Inventory Area (WRIA) interlocal agreements between King County and participating jurisdictions through 2035 to continue salmon conservation efforts.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
DNRP/WLRD/WRIA 7	1210	ILA Fees	33,119	69,249	73,466
DNRP/WLRD/WRIA 7	1210	SWM Share *	461,727	965,425	1,024,219
DNRP/WLRD/WRIA 7	1210	Grants/Other**	231,123	483,255	512,685
DNRP/WLRD/WRIA 8	1210	ILA Fees	644,798	1,348,208	1,430,314
DNRP/WLRD/WRIA 8	1210	SWM Share *	115,568	241,641	256,357
DNRP/WLRD/WRIA 8	1210	Grants/Other**	74,024	154,777	164,203
DNRP/WLRD/WRIA 9	1210	ILA Fees	466,621	975,658	1,035,075
DNRP/WLRD/WRIA 9	1210	SWM Share *	140,160	293,061	310,908
DNRP/WLRD/WRIA 9	1210	Grants/Other**	317,446	663,748	704,170
TOTAL			2,484,586	5,195,022	5,511,397

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
DNRP/WLRD/WRIA 7	1210	DNRP/WLRD	725,969	1,517,929	1,610,370
DNRP/WLRD/WRIA 8	1210	DNRP/WLRD	834,390	1,744,626	1,850,874
DNRP/WLRD/WRIA 9	1210	DNRP/WLRD	924,227	1,932,467	2,050,153
TOTAL			2,484,586	5,195,022	5,511,397

Expenditures by Categories

	2025	2026-2027	2028-2029
Salaries and benefits - DNRP/WLR/WRIA 7	473,195	989,404	1,049,658
Salaries and benefits - DNRP/WLR/WRIA 8	581,296	1,215,432	1,289,452
Salaries and benefits - DNRP/WLR/WRIA 9	659,692	1,379,351	1,463,352
Supplies/Services - DNRP/WLR/WRIA 7	252,774	528,525	560,712
Supplies/Services - DNRP/WLR/WRIA 8	253,094	529,194	561,422
Supplies/Services - DNRP/WLR/WRIA 9	264,535	553,116	586,801
TOTAL	2,484,586	5,195,022	5,511,397

Does this legislation require a budget supplemental? Yes/No

Notes and Assumptions:

- Each WRIA operates under its own Interlocal Agreement (ILA) with participating jurisdictions.
- Cost-sharing among jurisdictions, including King County, is determined by size, population, and assessed value, per ILA terms.
- Expenditures projections assume 3% annual increase; Actuals may vary, along with revenue adjustments to align with ILA provisions.
- Estimated costs encompass staffing, supplies, services, and overhead.

*Revenue requirements for County's share is an interfund transfer from Surface Water Management (SWM) Fund 1211 to Water and Land Resources Fund 1210.

**Revenues from various state and local grants, in addition to interagency transfers.



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	8	Name:	Andy Micklow
Proposed No.:	2025-0199	Date:	September 8, 2025

SUBJECT

Proposed Motion 2025-0199 would accept the Clean Water Healthy Habitat Plan Strategic Plan 2020-2025, which has been transmitted in accordance with the requirements of the adopted 2024 Comprehensive Plan Update.

SUMMARY

King County developed the Clean Water Healthy Habitat Strategic Plan in 2020, as directed by Executive Constantine's Clean Water Healthy Habitat Initiative. The adopted 2024 Comprehensive Plan Update required that it be transmitted to the Council in 2025, along with a motion accepting the plan.

The Clean Water, Healthy Habitat Strategic Plan "establishes a shared vision of a healthy environment that provides equitable benefits to all people of the County." To achieve this vision, the Plan centers on six 30-year goals that are interrelated and are monitored through 12 measures to assess King County's progress. The Plan also includes 13 strategies that build on the functional plans,¹ directly implementing the County's environmental work. An update to the Plan is expected in 2026.

BACKGROUND

Clean Water Healthy Habitat Initiative. In 2019, Executive Constantine issued the Clean Water Health Habitat (CWHH) Executive Order that requires and empowers King County Departments to cooperate and coordinate on the effort to achieve the water quality and habitat outcomes established as part of the Clean Water Healthy Habitat Initiative.² The Executive Order directed the development of a set of 30-year water quality and habitat goals that will contribute to the best environmental outcomes and benefit all people, including historically marginalized communities.

¹ Note that the CWHH uses the term "functional plan" differently than it is defined in K.C.C. 20.08.132.

² Executive Order LUD-12-2-EO

Comprehensive Plan. The CWHH Plan was published by the Executive in 2020; however, the adopted 2024 Comprehensive Plan Update requires that the Plan be transmitted in 2025, along with a motion.³

Ordinance 19881, Section 377 states:

No later than June 30, 2025, the executive shall transmit the thirty-year forest plan, clean water healthy habitat strategic plan, and wildfire risk reduction strategy to the Council, along with motions accepting each document. The documents and motions required by this section shall be filed with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff to the transportation, economy, and environment committee or its successor.

The Chairs of the Transportation, Economy, and Environment (TrEE) and Local Services and Land Use (LSLU) committees agreed that the Plan and proposed motion should be referred to LSLU.

ANALYSIS

Purpose. The purpose of the Clean Water Healthy Habitat Strategic Plan 2020-2025 (Plan) is to "align King County's [environmental] work around shared goals and empower our employees to work with customers, partners, other governments, and tribes to implement strategies to deliver faster, better results" (page 10). Strategies in the Plan build on the approximately 30 functional plans that directly implement the County's environmental work.

A graphic illustrating the functional plans and their relationship to the Plan and Plan goals is on page 11 of the Plan.

Guiding Principles. The Plan pulls five guiding principles from the CWHH Initiative:

- **Equitable Investments:** Prioritize areas historically burdened by environmental injustice/ Prioritize areas and populations disproportionately affected by pollution and habitat loss
- **Integration:** Align cross-department efforts to break down silos or coordinate efforts across departments and initiatives, or transition from siloed programs to a systems-scale approach
- **Systems Change:** Scale efforts across watersheds and ecosystems
- **Innovation:** Foster new ideas, tools, and partnerships, or encourage new ideas and technologies
- **Outcome-Driven Decision Making:** Shift from compliance to result-based metrics or focus on best-possible environmental outcomes rather than regulatory minimums

³ [Ordinance 19881](#), Section 377

Goals. The Plan centers on six 30-year goals that are interrelated and are monitored through 12 measures to assess King County's progress. Each of the measures is designed to be improved over time and evaluated in a larger context established by comprehensive environmental monitoring. Each goal is also associated with 30-year outcomes that are described in three parts. The outcomes are generally categorized by environmental outcomes, benefits to humans, and increases in equity.

The goals were developed by a leadership team and subject expert goals teams. According to the Plan, goals were designed to reflect community values and priorities identified in the King County Equity and Social Justice Strategic Plan⁴ and public engagement efforts for the Clean Water Plan⁵, 2020 Strategic Climate Action Plan (SCAP), and Land Conservation Initiative (page 18).

The 30-year goals, measures, and outcomes are listed in Table 1. More detail is provided on each of the six goals, including the environmental problems to be addressed by each goal, a summary of what needs to change within 30 years, and two measures of progress that can be used with the 30-year outcome-based targets, starting on page 20 of the Plan.

The Plan notes that, "framework is flexible, by design. It is recommended that the 30-year goals and measures be revisited every five years, in coordination with the five-year SCAP update, to ensure the most critical problems are prioritized and measures reflect new knowledge, changes in revenue, and community priorities" (page 19).

Table 1.
Clean Water Healthy Habitat Strategic Plan Goals, Measures, and Outcomes

30-Year Goal	Measures	30-Year Outcome
Healthy Forests & More Green Spaces	<ul style="list-style-type: none"> • Quality green space within a ¼ mile of urban households and 2 miles of rural households. • No net loss in forest cover in any King County watershed. 	<ul style="list-style-type: none"> • Forest cover and green spaces are protected, increasing, widespread, equitably distributed, healthy, and connected in ways that sustain habitat, stream functions, carbon storage, clean air, cool waters and air temperatures, and natural streamflow. • Human health is supported, and cultural values and practices are ensured. • Inequities in people's access to quality green space are eliminated by 2050.

⁴ The ESJ Strategic Plan is an Executive initiative not adopted by the Council. The ESJ Strategic Plan expired in 2022.

⁵ Work on the Clean Water Plan started in 2019 and was paused in December 2021. Public engagement was conducted as part of the early planning process. [Briefing 2022-B0057](#).

30-Year Goal	Measures	30-Year Outcome
Cleaner, Controlled Stormwater Runoff	<ul style="list-style-type: none"> Stream health improving in >75% of monitored stream miles and decreasing or stable flashiness⁶ + BIBI⁷ is good or excellent or flows are stable at >60% of sites. Streams, lakes, groundwater, and marine waters are not harmed by human nutrient inputs. 	<ul style="list-style-type: none"> Stormwater has less contaminants, pathogens, or nutrients; and water levels and stream flows are healthy for fish and aquatic life. Waters consistently provide swimming, fishing, and shellfishing opportunities and drinking water is clean. All lives, homes, and properties are protected from stormwater-related flooding.
Reduced Toxics & Fecal Pathogens	<ul style="list-style-type: none"> People can eat locally caught marine and freshwater fish because their contaminant levels don't exceed safe levels for the average consumer. Swimming beaches and shellfish beds are not closed because of sewer failures and overflows, and wildlife sources are monitored and managed to avoid risk exposure. 	<ul style="list-style-type: none"> Toxic chemicals and fecal pathogens consistently decline and the health of salmon and resident orca is improving. King County is responsive to fecal pathogen contamination so that waters are safely managed and open for swimming and recreation for all people in King County. People can enjoy fish, crab, and other shellfish that are safer to eat, more plentiful, and sustainable.
Functional River Floodplains	<ul style="list-style-type: none"> 3,000-acre net increase in connected floodplain with native vegetation. Stream temperatures across watercourses and floodplain areas will be stable or colder. 	<ul style="list-style-type: none"> Floodplains are reconnected and revegetated. Reductions in flood risk to people and structures, while supporting agriculture and open space. People have equitable access to flood programs and projects and King County provides targeted support to land and capital for farmers who are Black, Indigenous, and people of color (BIPOC).
Better Fish Habitat	<ul style="list-style-type: none"> Juvenile salmonid survival will be increasing throughout all major watersheds. Restored access to 2/3 of King County's salmon habitat and all 	<ul style="list-style-type: none"> Native wild fish populations are thriving and self-sustaining, with ample healthy habitat. People can enjoy locally

⁶ Flashiness of a stream reflects how quickly flow in a river or stream increases and decreases during a storm.

⁷ [Benthic Index of Biotic Integrity tracks stream health using macroinvertebrate diversity and community structure.](#)

30-Year Goal	Measures	30-Year Outcome
	kokanee habitat.	caught fish. <ul style="list-style-type: none"> • Tribes have abundant salmon to provide for their economic and cultural prosperity.
Resilient Marine Shorelines	<ul style="list-style-type: none"> • 10% (7-mile) net reduction in marine shoreline armoring; 50% of new or replacement armoring will be soft armoring. • 10% fewer buildings in the coastal high hazard zone (70 buildings). 	<ul style="list-style-type: none"> • Beach and marine shoreline habitat processes are maintained and fewer structures are vulnerable to sea level rise. • People aren't in harm's way, functions provided by vital infrastructure are sustained, and residents' drinking water is clean. • Treaty rights can be meaningfully exercised related to fish and shellfish.

Strategies. The Plan includes 13 strategies to realize the Plan's vision of "protecting and restoring the water and land that sustain all of us within a generation" (page 30). The Plan notes that the strategies focus on the upstream changes needed for existing functional plans, i.e., plans used to inform management of water and land resources in communities across King County, to improve outcomes (page 31).

Strategy implementation is to be measured every five years against the targets identified in the Plan. The Plan notes that, "the sum of the functional plans' success will be measured by the 30-year goals and measures, which concentrate on environmental conditions and the services that a healthy environment provides universally to people" (page 16).

The 13 strategies are described on pages 32 to 45 of the Plan. For each strategy, there is a subsection that includes opportunity statements, key elements of the strategy, actions, five-year targets, and lead agencies responsible for implementation, implementation support, and associated programs and partners. The strategies are categorized by guiding principle and outlined below.

PRINCIPLE: EQUITABLE INVESTMENTS & COMMUNITY ENGAGEMENT

Strategy #1: Engage community partners to align delivery of County environmental services with community priorities and development of data that highlight current environmental inequities resulting from racial discrimination.

Lead Agency: Department of Natural Resources (DNRP) Director's Office

Actions:

1. Engage communities across King County to review six goal areas and modify the vision of success to meet community needs. Work within existing engagement

processes (e.g., the Clean Water Plan⁸, Open Space Plan, LCI, SCAP, etc.) to reduce redundancies.

2. Assess racial inequities in environmental conditions and outcomes (consistent, where possible, with the King County determinants of equity) to inform more equitable investments and ensure people universally benefit from clean water and healthy habitat. Explore the intersection of community health indicators, health resource areas, and environmental conditions.

Five-Year Targets:

- Updated CWHH goals centering authority and decision-making in communities and leaders committed to enacting antiracist policies.
- Established data and maps for inequities related to CWHH goals, exploring connections between environmental conditions and Public Health "Community Health Indicators" by health reporting areas by watershed boundaries.

Strategy #2: Establish an equitable DNRP-wide community partnership vision, standards, and protocols.

Lead Agency: DNRP Director's Office

Actions:

1. Convene internal/external stakeholders and identify the ways that DNRP divisions and programs are connecting with community partners.
2. Identify how King County community engagement practices are being implemented across the four DNRP divisions and aligned with County departments to reach ESJ strategic goals.
3. Develop standard protocols across the department for the coordination of community outreach, tracking, and reporting on activity, outcome, and impact.
4. Identify current universal needs of department-based tool, based on the needs of how best to form lasting, meaningful community partnerships.

Five-Year Targets:

- Department engagement protocols developed
- Department-based tool needs identified, and tool creation scoped
- DNRP shares tools and assists other departments to amplify impact

Strategy #3: Continue to promote more equitable hiring and contracting.

Lead Agency: Department of Executive Services (DES)

Actions:

1. Workforce Development (Public Works Projects) – Support workforce development through the County's Master Community Workforce Agreement, Apprenticeship, and Priority Hire Programs, to improve access to employment and training programs for individuals who need access to paid training and family wage jobs.

⁸ Work on the Clean Water Plan started in 2019 and was paused in December 2021. Public engagement was conducted as part of the early planning process. [Briefing 2022-B0057](#).

2. Economic Development (Consulting, Construction, and Goods and Services) – Use requirements, incentives, plans, and alternative procurement delivery methods to increase the overall utilization of certified small, minority-, and woman-owned businesses in County contracts for goods and services, technical services, consulting, and construction services.
3. Enabling Technology – Use the Diversity Compliance Management System, a cloud-based solution for contractor payment reporting, labor compliance monitoring, workforce reporting, and ESJ justice utilization goals to measure economic and workforce development results.
4. Technical and Business Development Assistance – Provide education and guidance to small business owners to support starting and growing businesses, including business planning, operations, marketing, access to capital, employee recruitment, and specialty training (e.g., e-commerce).

Five-Year Targets:

- 15% overall apprenticeship rate
- 21% overall Priority Hire rate
- 21% overall utilization of certified small, minority-, and women-owned businesses
- 100% use by County contractors for all formally advertised public works
- >50% of all certified King County Small Contractors and Suppliers. (Review outcomes to determine if the technical assistance provided is resulting in increased participation by these small businesses on County projects.)

PRINCIPLE: INTEGRATION

Strategy #4: Integrate capital planning and monitoring to maximize multi-benefits.

Lead Agency: Capital Project Management Work Group Leads, Water and Land Resources Division (WLRD)

Actions:

1. Develop a spatial data platform for better coordination between programs working within watersheds over the entire project life cycle. A shared platform will raise the visibility of capital information, programs, plans and projects, maintenance, and stewardship across work programs.
2. Revise the project management manuals to orient toward shared goals for cost-effective and reliable budgeting, planning, and delivery of multi-objective projects and more standardization of terms, training, concepts, and decision-making processes.
3. Formalize a continuous design improvement process that allows for sharing innovations, preserving knowledge, and collaboratively testing critical assumptions that affect risk, cost, and performance.

Five-Year Targets:

- Countywide resource for information sharing and cross coordination of capital projects in the early planning and preliminary design phases to promote multi-benefit CIP delivery across all capital programs
- Clear and specific guidelines and best practices document on how CIP teams should incorporate CWHH goals into early planning

- Key performance measures and a system to monitor the implementation and outcomes from integration of CWHH goals into early planning
- A reporting structure and frequency that would allow for regular review and input from subject matter experts and decision-makers on the progress of implementation
- Training resource for CIP teams on these guidelines and best practices as well as the monitoring and reporting

Strategy #5: Integrate natural asset management.

Lead Agency: Rural and Regional Services (WLRD)

Actions:

1. Work with acquisition, restoration, and land managers to describe levels of service, risk tolerance for each natural capital project, expectations associated with designs, and work to identify ongoing natural asset maintenance funding source to extend and sustain the benefits provided by the project.
2. Standardize planning and implementation of site maintenance (linked to the natural asset management strategy), effectiveness monitoring, and long-term stewardship to improve capacity and reliability and reduce waste while providing desired levels of service.
3. Once inventory is complete, engage leadership to explore strategies for developing or adding on to asset management systems with natural asset information using the lessons learned from traditional infrastructure asset management systems (e.g., WTD). Concepts should include defining levels of service, identifying thresholds and goals for the portfolio's level of service, risk management, and identifying funding sources and amounts necessary to achieve the goal.
4. Inventory natural assets based on public ownership. (Future analysis might include identification of the natural asset system, which could be comprised of both public and private assets.)
5. Develop framework for natural assets and the services that they provide.
6. Pursue third-party certifications to provide expectations for how assets should be maintained over time to achieve highest levels of service.

Five-Year Targets:

- Definition of natural assets for King County
- Framework that links asset type to expected services provided
- Inventory of King County's natural assets

Strategy #6: Shift the workplace culture to incentivize integration.

Lead Agency: DNRP

Actions:

1. Develop and resource integration networks and teams with roles assigned, and communication defined, to research, analyze, and make recommendations on specific issues.
2. Leverage ongoing work in discrete geographies and/or communities.
3. Work with managers to define the percentage of time (and budget) employees define annual work plans that will include work integration.

4. To support integrated work programs, identify how existing funds can be leveraged and explore the potential for new funding sources.

Five-Year Targets:

- Dedicated or a mix of funding sources identified for integrated work
- Geographic networks established
- Requirements for annual work plans and budgets include integration expectations

Strategy #7: Create integrated data tools.

Lead Agency: Stormwater Services (WLRD/DNRP) and WLRD Data Team

Actions:

1. Develop platform capabilities to support integrated planning and multi-benefit opportunities, including information on existing conditions and future priorities, and current and future monitoring technologies.
2. Ensure that the platform allows for activity tracking that shows who the County has outreached to, when, and what followed.
3. Ensure that platforms are adaptable to sustain ongoing operations of data teams and support integrated monitoring and standardized data management.
4. Adaptively manage Water Quality Benefits Evaluation Tool.

Five-Year Targets:

- Unifying GIS Database for WLRD (WLRD Geodatabase)
- Data Catalog, including ArcGIS Enterprise Portal and KCIT software selection
- Cityworks Asset Management System
- King County Hydrography Layers
- Fish Passage Inventory
- Capital Tracking Improvements
- CRM (Customer Relationship Management) – Parcel Tracking System
- Water Quality Benefits Evaluation results

PRINCIPLE: STANDARDIZATION & SYSTEMS APPROACH

Strategy #8: Add multi-benefit criteria to King County grants and incentive programs.

Lead Agency: DNRP grant program managers

Actions:

1. Assess current grants and incentives criteria for whether or not they explicitly advance the six CWHH goals, including environmental outcomes, benefits to people, and racial inequities in outcomes. Adjust criteria where possible; focus on the goals more than associated measures, which are expected to evolve over time.
2. Develop materials (e.g., technical assistance guide) and networks across grant and incentive programs to support information sharing, identification of opportunities, and improved technical assistance to applicants. Review grant eligibility criteria to identify opportunities for bundling multiple grants and other non-grant County funding into single projects (i.e., verify match eligibility).

3. Develop spatial platform that allows stakeholders to easily identify priority areas in the County by incentive program and/or grant opportunity (e.g., RainWise priority basins) multiple grants and other non-grant County funding into single projects (i.e., verify match eligibility).

Five-Year Targets:

- Updated criteria and scoring standards
- Technical assistance and spatial platform
- Publication/ platform for sharing stories from grant recipients
- Metrics established
- Outreach/cross promotion on website tied to CWHH goals

Strategy #9: Update the Green Building Sustainable Infrastructure Scorecard.

Lead Agency: DNRP/Solid Waste Division (SWD)

Actions:

1. Review scorecard credits for relevance to Clean Water, Healthy Habitat and redesign criteria to include CWHH goals in the update process that also consider ESJ, SCAP, resiliency, and adaptation.
2. Consider how the natural asset management and environmental market strategies complement the scorecard.
3. Provide support and training at CPMWG and review support tools (PRISM, guidance, checklists).
4. Work with the office of Performance, Strategy and Budget to ensure that they deliver the new criteria.

Five-Year Targets

- 2021 – Review and develop scorecard credits and guidance language
- Mid-2022 – Roll out new credits and provide training
- 2023 – New credits will be online and used by projects

PRINCIPLE: INNOVATION

Strategy #10: Promote employee-generated innovation.

Lead Agency: DNRP Director's Office

Actions:

1. Develop an employee-led "Innovation Panel" with a standard review process and rotating participation among employees.
2. Evolve the "Bright Ideas" program with lessons learned to a department-wide database that creates a transparent record of innovative ideas from employees and supports the Innovation Panel.
3. Support innovations by managers charged with protecting County investments, staff safety, and project due diligence when ideas are backed by the Innovation Panel through the Lean maturity model, work plan development, technology support, and trainings.
4. Provide incentives for work groups that are developing and forwarding innovative ideas (reward employees and their supervisors).

Five-Year Targets:

- Trial Innovation Panel pilot and a process created to test and refine innovation review
- Employee recognition for participation
- Database and training developed

Strategy #11: Pursue innovative funding mechanisms.

Lead Agency: DNRP market programs leads and the Land Conservation Initiative (LCI) team

Actions:

1. Explore adjustments to existing governmental funding sources, including convening a strategy group to address long-term funding for Conservation Futures Tax, per recommendations by LCI Advisory Committee and Open Space Equity Cabinet. Solutions could include a state legislative action, voter initiative, or other alternatives.
2. Expand and improve environmental markets, including:
 - Consider adding more Transfer of Development Rights incentives for salmon habitat.
 - Work with the Carbon Credit program to explore the feasibility of certifying private forest owners.
 - Explore the feasibility of a Stormwater In-Lieu Fee program.
 - Explore opportunities to use recycled water to recharge aquifers, enhance wetlands, or augment stream flow through generation of credits for permit-exempt wells.
 - Identify options to blend King County market programs on the same parcels for maximum environmental gain.
3. Explore access to new financing techniques through private–public partnerships, environmental impact bonds that deploy private capital, and other novel approaches.

Five-Year Targets:

- Strategy for Conservation Futures Tax Implemented
- Transfer of Development Rights policies reshaped
- Private landowner feasibility completed for Carbon Credit program
- Stormwater In-Lieu Fee program developed
- Recycled water market explored
- Connections between environmental markets established
- Mitigation programmatic approach for fish passage projects with co-manager support

PRINCIPLE: OUTCOME-DRIVEN DECISION-MAKING

Strategy #12: Develop regulatory alternatives for improved environmental outcomes.

Lead Agency: Executive's Office and DNRP

Actions:

1. Explore point source and non-point source nutrient reduction alternatives such as offsets or trading in King County and Puget Sound-wide in marine and fresh water.
2. Explore suites of programs and projects regardless of political jurisdiction through the Clean Water Plan and Stormwater Investment Plan processes that could offer better water quality outcomes than those currently being achieved.
3. Develop alternatives that would allow jurisdictions with combined sewer overflows to implement an integrated water quality improvement plan to achieve equivalent or better water quality outcomes.
4. To deliver the greatest habitat gains in the shortest amount of time while fulfilling responsibilities to tribal nations, work with co-managers and partners to develop a process that allows jurisdictions to redirect funds from high cost, low habitat value fish passage barrier remedies to high-priority, high habitat gain barrier remedies.
5. Review findings of the FFF Regulatory and Buffer Task Force for synergistic local and state actions that could improve or protect water quality and habitat while also supporting food security and production goals.

Five-Year Targets:

- Mitigation programmatic approach for fish passage projects with co-manager support
- Nutrient regulation flexibility
- Approved Clean Water Plan
- Renegotiated Consent Decree
- Implementation of test case using stakeholder-approved Fish, Farm, Flood (FFF) variable width buffer recommendations in the Snoqualmie Agricultural Production District

Strategy #13: Develop and implement a DNRP/DLS interdepartmental work plan and policy framework.

Lead Agency: DNRP/DLS

Actions:

1. Create a DNRP/DLS interdepartmental team to generate an annual DNRP/DLS interdepartmental work plan, to be approved at the department leadership level, with explicit staffing, timelines, roles, and expectations, to address the following:
 - Clarify the intended approach and dedicated resources (e.g., task force) for integrated capital and programmatic work.
 - Identify, advance, and achieve shared legislative priorities—policy, regulatory or code changes—in the interdepartmental work plan, as informed by County leadership, interdepartmental work programs, and the work of the Agency Review Team.
 - Implement the Agency Review Team and accompanying standard processes to expedite the permitting phases of DNRP/DLS capital projects.

Five-Year Targets:

- Annual work plans identified, sufficiently resourced, and completed
- Shared capital and programmatic goals developed and completed

- Shared legislative agenda developed and completed

Barriers. The strategies section of the Plan also identifies eight barriers that prevent the delivery of better water quality or habitat outcomes. The barriers include:

- Capacity and workload
- A culture that does not tolerate risk
- Siloing of issues
- Insufficient and constrained funding
- Inconsistent or insufficient engagement with communities
- Data gaps and a lack of prioritization
- Regulations that do not deliver the best outcomes
- Information technology/data management inconsistencies

Council staff asked DNRP if any progress had been made in reducing or addressing the identified barriers and what barriers remain. In response, DNRP provided the following table:

Table 2.
CWHH Barriers and Example Strategies

Barrier	Example Strategy and Remaining Issues
Siloing of issues	<p>As PFAS (forever chemical) is getting more regulatory and legal attention, the County has assessed where there are operations that either use or treat the chemical. The newly formed PFAS workgroup that ensures the County has a strategy for chemicals of emerging concern dealt with by many different departments and that there is one unified approach.</p> <p>The 2026 Refresh will suggest deliberate coordination across issues to avoid siloing will require continued focus and attention.</p>
Insufficient and constrained funding	<p>The carbon credit market has created a new funding source for the acquisition and protection of forestlands.</p> <p>There are remaining challenges remain around CFT 6-year lid lift window and property tax ceiling.</p>
Inconsistent or insufficient engagement with communities	<p>In 2023, King County Parks, along with partners, completed the King County Equitable Parks Access Community Needs Assessment. The project team worked with 11 community based organizations serving members of Black, Latinx, Asian, Muslim, youth, disabled, immigrant, and refugee communities, with an emphasis in south King County. Project partners identified challenges to reaching parks using transit and raised solutions that would help them safely and more easily access green space.</p> <p>There are remaining challenges around consistent and</p>

Barrier	Example Strategy and Remaining Issues
	visible community engagement across the County with overburdened communities.
Data gaps and a lack of prioritization	<p>Since 2020, the Fish Passage and Restoration Program has inventoried and prioritized the fish passage projects to find out which would have the most benefit for salmon. The program is now focused on fish passage projects that will help salmon the most. The County plans to fix about 60 high priority barriers by 2032.</p> <p>Remaining data gaps and prioritization needs will be assessed as part of the 2026 Refresh.</p>
Regulations that don't deliver the best outcomes	<p>Recent changes to the Washington State Department of Ecology's municipal stormwater permits were heavily influenced by the Water and Land Resources Division Stormwater Services utility. The permit changes included incentives for municipalities to collaborate together on projects that treat the areas of watershed (as opposed to jurisdictions) that have the highest pollution burden. This allows cities and the County to pool resources to deliver projects that have been overall water quality outcomes.</p> <p>Remaining challenges are inherent in laws like the federal Clean Water Act, which focuses on end-of-pipe control (e.g., wastewater effluent) as opposed to dispersed control (e.g., stormwater). King County is working with state and local regulatory partners to deal with upstream issues where possible.</p>
Information technology/data management inconsistencies	<p>WLRD GIS Database (WLRDGIS) is established and in active use. It centralizes key datasets—including capital projects and land management layers—and serves as a foundation for workflows such as the WLRD Customer Relationship Management (CRM). Governance structures and process standards are being developed as more programs and datasets onboard.</p> <p>Remaining challenges will be evaluated as part of the 2026 Refresh.</p>

Implementation. According to the Plan, "beginning in 2021, everyone from the County Executive to managers to frontline employees will begin implementing the Clean Water Healthy Habitat strategies. Given the upstream nature of the strategies, implementation will be varied across the enterprise" (page 46). Accountability is to be tracked through implementation plans, key programs' annual work plans, and an annual review of progress. At the end of the first five-year period (2025), the Plan notes that targets are to be evaluated, and strategies will be adjusted or updated based on lessons learned.

When asked about progress toward the metrics, DNRP shared that, as of January 2025, DNRP leadership had reviewed and approved changes to the 12 measures for the 2025

analysis. Technical teams and policy experts are currently working to present context as part of the 2026 refresh to help explain why the status of measures is either improving or declining. A midpoint measures workshop was also conducted in 2023.

Next Steps. As the plan window ends in 2025, Council staff asked DNRP about the next steps, including if the department anticipates any strategies needing to be adjusted or if there will be a new or updated CWHH strategic plan for 2026-2031. DNRP's response is below:

"Yes, DNRP anticipates a mix of updated or evolved strategies. An updated CWHH is under development, with the new Executive providing direction in 2026 on next actions. A few examples of strategies that will be adjusted are below:

Evolved strategies: Strategy 13 focused on improved coordination and development of shared priorities across DNRP and DLS. This strategy has been very successful and the departments have been able to develop improvements such as the Agency Review Team (accelerated permitting timelines for environmental permits) and have navigated updates to the Critical Areas Ordinance together. Looking ahead, the priorities for this strategy will likely include improvements to the flood code and a strategy for updating the Shoreline Master Program.

New data: Since 2020, there has been a growing body of work around the chemical "6ppd-q," a highly toxic additive to tires that is found in stormwater drainages that have major thoroughways. King County has led the region in collecting data, treatment options, and mapping priority areas for better stormwater control. The treatment of 6ppd-q is a priority for our tribal partners and will likely be a focus in the 2026 CWHH refresh.

Changing context: The development of regulations for nutrient treatment at wastewater treatment plans by the Washington State Department of Ecology continues to be a hot topic with major implications for King County infrastructure, component agencies, and rate payers. With numerous court decisions delivered and changes in leadership, there is opportunity for Puget Sound counties and cities to deliver a consistent solution-oriented shared approach to federal and state partners that will allow for a more holistic approach to regional water quality improvements."

Policymaker Input on the Plan. Executive staff indicate that an updated CWHH Plan is under development, with the new Executive providing direction in 2026 on the next set of actions. Should the Council wish to provide input on the next five-year strategic plan, it may wish to consider adding a proviso to the next biennial budget requiring an updated plan to be transmitted to Council with a motion accepting the plan.

INVITED

- Abby Hook, Chief of Staff, Parks Division, Department of Natural Resources and Parks

ATTACHMENTS

1. Proposed Motion 2025-0199 and its attachment
2. Transmittal Letter
3. Fiscal Note



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2025-0199.1

Sponsors Perry

1 A MOTION accepting the King County Clean Water
2 Healthy Habitat Strategic Plan 2020–2025 in accordance
3 with Ordinance 19881, Section 377.

4 WHEREAS, Executive Order LUD-12-2-EO called for departments to develop
5 clean water and healthy habitat thirty-year goals and a roadmap for prioritized
6 investments across departments, and

7 WHEREAS, to meet that requirement, the department of natural resources and
8 parks developed the King County Clean Water Healthy Habitat Strategic Plan 2020–2025
9 with input from executive departments, and

10 WHEREAS, the King County Clean Water Healthy Habitat Strategic Plan 2020–
11 2025 was published in 2020, and establishes thirty-year environmental goals that
12 prioritize equity and benefit all communities, particularly historically marginalized
13 groups, and

14 WHEREAS, Ordinance 19881, Section 377, requires the executive to transmit the
15 King County Clean Water Healthy Habitat Strategic Plan 2020–2025;

16 NOW, THEREFORE, BE IT MOVED by the Council of King County:

- 17 The King County council accepts the King County Clean Water Healthy Habitat
18 Strategic Plan 2020–2025, Attachment A to this motion.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

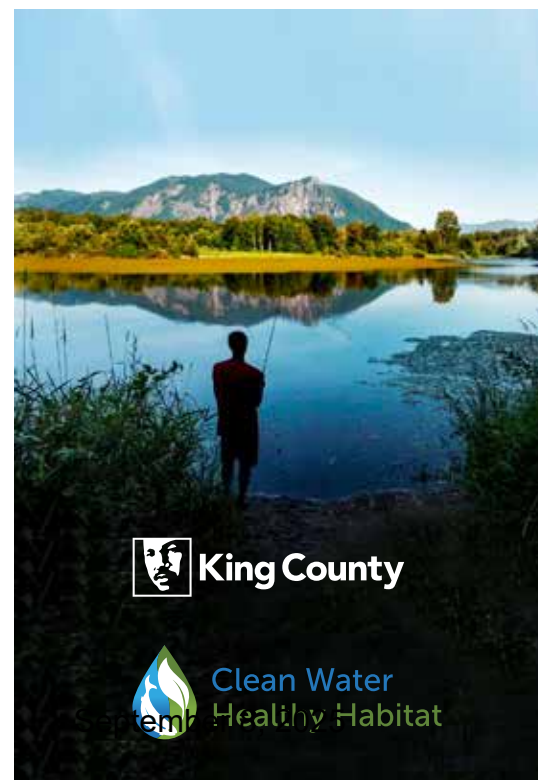
APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. King County Clean Water Healthy Habitat Strategic Plan 2020–2025



ATTACHMENT A



King County



Clean Water
Healthy Habitat



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FROM KING COUNTY EXECUTIVE DOW CONSTANTINE

I am inspired by the outstanding work our employees and partners do each day to protect the water quality and habitat that is critical to the health and well-being of people, of salmon, of orca – of all living things that call King County home.

Our professionals treat more than 66 billion gallons of wastewater and stormwater each year, restore salmon-bearing streams and rivers to their natural states, and reduce the amount of toxics that pollute wetlands, lakes, and Puget Sound.

Yet the impacts of climate change and rapid population growth are contributing to alarming trends. Native salmon runs continue to decline. Southern resident orcas are on the brink of extinction. The racial inequities in health outcomes that already existed are now even greater.

The compounding challenges we face today require a new approach, one that starts with clearly defined goals, capitalizes on the latest advancements in science and technology, and unifies efforts throughout Central Puget Sound. That is my commitment with Clean Water Healthy Habitat, the initiative I launched in 2019 to produce better results sooner for people, fish, and wildlife.

Like most local governments, we've traditionally gauged our success by whether we achieve mere regulatory compliance, regardless of the actual results we produce. While that is an important indicator, the hard truth is that we could fully comply with all regulations yet fail to produce the clean water and healthy habitat that sustains life in our region.

We must also have the courage to change our own practices. Instead of measuring only the performance of individual programs, we will measure how our combined work advances six specific goal areas. We will provide our employees with more opportunities to collaborate across divisions and with BIPOC community leaders, encouraging creativity and innovation rather than emphasizing only risk mitigation. And just as we do throughout the entire King County enterprise, with each action and each investment we will help dismantle systemic racism and contribute to a more just, equitable future for all.

This strategic plan will be our compass as we deliver on the promise of Clean Water Healthy Habitat, guiding our actions and investments for a generation.

Much will change over the next 30 years, including administrations. New challenges and new opportunities will arise, but our region's steadfast commitment to clean water and healthy habitat will not waver. Since time immemorial, the original people of this special place have appreciated and nurtured the connection between humans and the natural environment.

This is how our generation honors that lasting commitment.

Dow Constantine, King County Executive

EXECUTIVE SUMMARY

Purpose

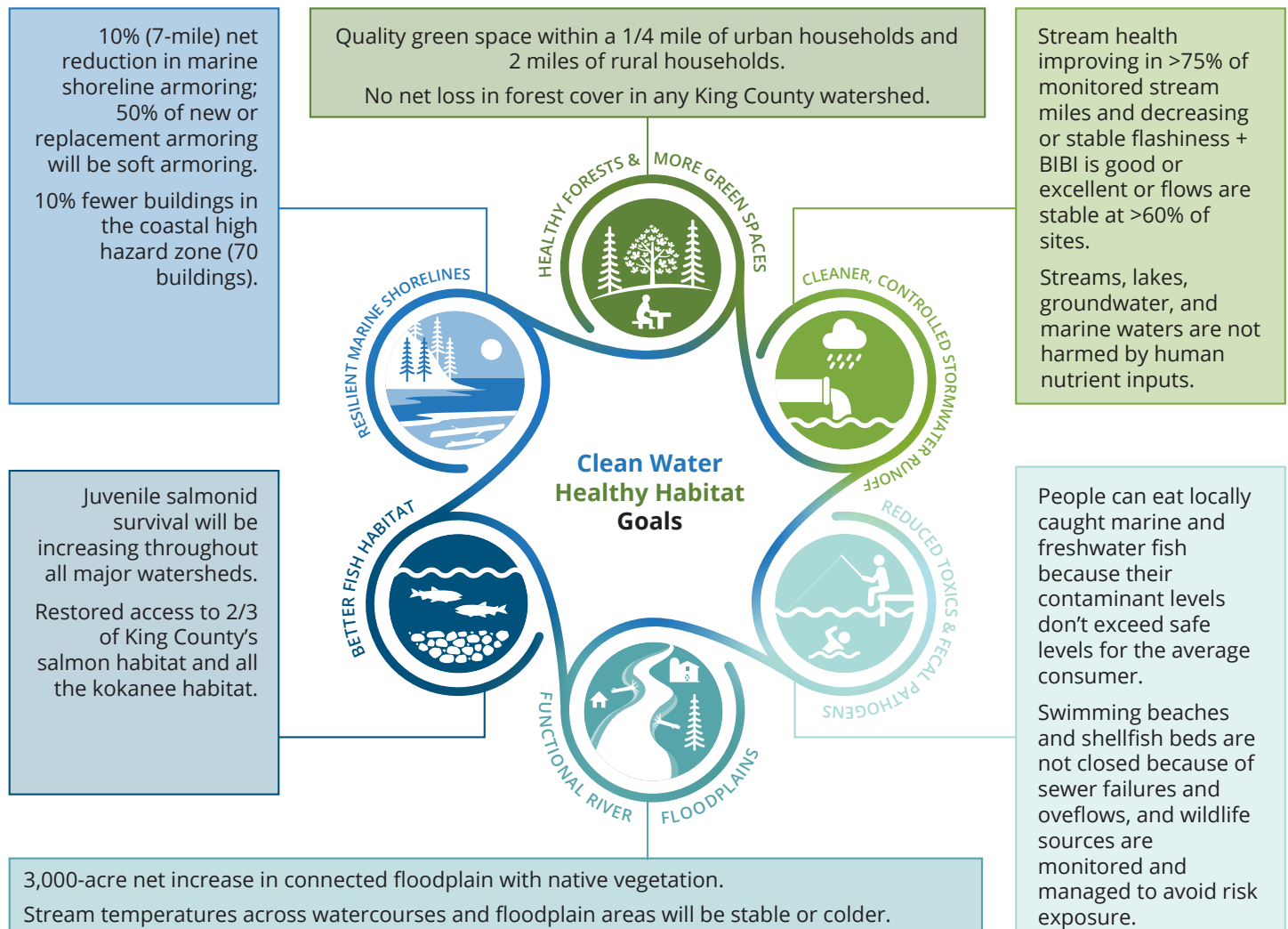
King County is committed to protecting and restoring clean water and healthy habitat in order to preserve and enhance the health and well-being of 2.25 million residents, fulfill tribal treaty rights, eliminate inequities, and recover threatened salmon and orca.

The purpose of the Clean Water Healthy Habitat Strategic Plan (strategic plan) is to align the County's work around shared goals and empower employees to deliver faster, better results in their work with residents, businesses, tribes, customers, partners, other governments, and nonprofit organizations.


In 2019, Executive Dow Constantine created the Clean Water Healthy Habitat Initiative with a vision to protect and restore the water and land that sustains all of us within a generation. The Executive challenged King County leaders and employees across the enterprise to:

- Develop measurable 30-year goals that represent environmental success and benefit all people, including, and especially, marginalized communities.
- Develop strategies that guide County work to achieve better, faster results; incorporate equity practices; and yield higher returns on public investments.

Goals The strategic plan centers on six 30-year goals that are connected to 12 measures to assess King County's progress.



In addition, each goal has 30-year outcomes described in three parts, like braided strands:

- 
- The best environmental outcomes believed to be possible in 30 years.
 - Benefits to humans from clean water and healthy habitat, when and where they need them.
 - Elimination of racial inequities and an increase in equitable environmental outcomes and benefits.

Healthy Forests and More Green Spaces:

- Forest cover and green spaces are protected, increasing, widespread, equitably distributed, healthy, and connected in ways that sustain habitat, stream functions, carbon storage, clean air, cool waters and air temperatures, and natural streamflow.
- Human health is supported, and cultural values and practices are ensured.
- Inequities in people's access to quality green space are eliminated by 2050.

Cleaner, Controlled Stormwater Runoff:

- Stormwater has less contaminants, pathogens, or nutrients; and water levels and stream flows are healthy for fish and aquatic life.
- Waters consistently provide swimming, fishing, and shellfishing opportunities and drinking water is clean.
- All lives, homes, and properties are protected from stormwater-related flooding.

Reduced Toxics and Fecal Pathogens:

- Toxic chemicals and fecal pathogens consistently decline and the health of salmon and resident orca is improving.
- King County is responsive to fecal pathogen contamination so that waters are safely managed and open for swimming and recreation for all people in King County.
- People can enjoy fish, crab, and other shellfish that are safer to eat, more plentiful, and sustainable.

Functional River Floodplains:

- Floodplains are reconnected and revegetated.
- Reductions in flood risk to people and structures, while supporting agriculture and open space.
- People have equitable access to flood programs and projects and King County provides targeted support to land and capital for farmers who are Black, Indigenous, and people of color (BIPOC).

Better Fish Habitat:

- Native wild fish populations are thriving and self-sustaining, with ample healthy habitat.
- People can enjoy locally caught fish.
- Tribes have abundant salmon to provide for their economic and cultural prosperity.

Resilient Marine Shorelines:

- Beach and marine shoreline habitat processes are maintained and fewer structures are vulnerable to sea level rise.
- People aren't in harm's way, functions provided by vital infrastructure are sustained, and residents' drinking water is clean.
- Treaty rights can be meaningfully exercised related to fish and shellfish.



Strategies

The strategic plan presents 13 strategies to realize the vision of the Clean Water Healthy Habitat Initiative. They address barriers preventing better outcomes. They are aligned and coordinated with the 2020 Strategic Climate Action Plan (SCAP) and Equity and Social Justice (ESJ) Strategic Plan. Strategies build on functional plans implementing the work and inform land and water management in communities across the County. Strategies focus on “upstream” changes to policies, practices, and systems that functional plans need for better and faster environmental outcomes. Strategies are framed by Clean Water Healthy Habitat principles directed by the Executive:

Equitable Investments and Community Engagement strategies create guidance for consistent data gathering to ensure community priorities inform the services provided and that investments go where they are most needed. Strategies will be consistent and coordinated with the ESJ Strategic Plan. The intent is to address systemic racial discrimination that burdens BIPOC communities with degraded environments, contributing to inequities in health, well-being, and economic prosperity.

- **Strategy 1.** Engage community partners to align delivery of County environmental services with community priorities and development of data that highlight current environmental inequities resulting from racial discrimination.
- **Strategy 2.** Establish an equitable Department of Natural Resources and Parks (DNRP)-wide community partnership vision, standards, and protocols.
- **Strategy 3.** Continue to promote more equitable hiring and contracting.

Integration strategies leverage funding and staff resources, orient toward shared outcomes while delivering program goals, identify synergies, promote a better run government, and communicate what we are doing and why.

- **Strategy 4.** Integrate capital planning and monitoring to maximize multi-benefits.
- **Strategy 5.** Integrate natural asset management.
- **Strategy 6.** Shift the workplace culture to incentivize integration.
- **Strategy 7.** Create integrated data tools.

Standardization and Systems Approach strategies promote work programs at watershed- and system-scales, across lines of business, to achieve shared outcomes. Standardized goals will help programs find ways to support multiple Clean Water Healthy Habitat outcomes, even if that work was previously beyond the scope.

- **Strategy 8.** Add multi-benefit criteria to King County grants and incentive programs.
- **Strategy 9.** Update the Green Building Sustainable Infrastructure Scorecard.

Innovation strategies focus on employees bringing forward new ideas to improve outcomes of planned investments and on developing new funding streams invested in the highest environmental returns. Success depends on problem solving, advancements in technology, data analytics and visualization, market mechanics, and novel partnerships.

- **Strategy 10.** Promote employee-generated innovation.
- **Strategy 11.** Pursue innovative funding mechanisms.

Outcome-driven decision-making strategies call for identifying the best outcomes that can be achieved and then designing ways to get there. Internal and external regulations and policies guide how the County invests public dollars, does long-term planning, manages land use, and implements projects. This strategy directs us to challenge laws, regulations, and policies prohibiting the County from achieving the best environmental results.

- **Strategy 12.** Develop regulatory alternatives for improved environmental outcomes.
- **Strategy 13.** Develop and implement an interdepartmental work plan and policy framework between the Department of Natural Resources and Parks and the Department of Local Services.

Implementation

Every five years, the County will assess what barriers were removed to create better environmental outcomes for King County. In 2025, targets will be evaluated, and strategies will be adjusted or updated. The sum of the functional plans' success will be indicated by progress toward 30-year goals and measures, which may be adjusted at that time. Implementation of individual actions and the five-year update will be done in coordination and alignment with the 2025 SCAP.

Clean Water Healthy Habitat is a promise to deliver better, faster results that yield a higher return on public investments. Success depends on employees and King County's environmental partners embracing this integrated framework. King County is committed to achieving the goals with urgency. The County will provide environmental leadership supported by science, with priorities co-created by communities to eliminate inequities from systemic racism. Through Clean Water Healthy Habitat, the County will continue to deliver on the promise of making King County a welcoming community where every person can thrive.



INTRODUCTION

King County has long been a leader in environmental work driven by science and responsive to communities' needs. The Clean Water Healthy Habitat Strategic Plan stems from the County's core obligation to protect and restore clean water and healthy habitat through regional land use decisions, transportation operations, utility management, pollution prevention and cleanup, and restoration and salmon recovery programs. Through this work, the County is strongly committed to improving and protecting the health and well-being of its 2.25 million residents, fulfilling tribal treaty rights, promoting fairness and opportunity and eliminating inequities, and recovering the iconic species that call this region home.

Some recent highlights of the County's work include:

The **Land Conservation Initiative** will preserve 65,000 acres of forests, farmlands, shorelines, and trails within 30 years, before the opportunity is lost to population growth and development. The initiative reduces the financial burden to acquire new open space in communities where investments have been lacking and that have been deprived of the health, quality of life, economic, and environmental benefits associated with nearby green spaces.

The **Fish Passage and Restoration Program** lays out the strategy to accelerate restoration of fish passage at existing barriers owned or operated and maintained by King County, demonstrating the County's commitment to ecosystem recovery and tribal treaty rights.

Two plans focused on clean water are underway. The Clean Water Plan will guide the King County Wastewater Treatment Division's future and address broader water quality concerns expressed by communities in the face of a growing population and a climate crisis. This includes developing an approach for maintaining the 50-year-old system of wastewater pipes, pumps, and treatment facilities; coordinating water quality investments to get the best outcomes for human health, habitat, and wildlife;



and ensuring the benefits of water quality investments are targeted and distributed equitably. The Stormwater Investment Plan, led by Stormwater Services, is undertaking a collaborative approach to reimagine how King County and its partners manage stormwater runoff in the region. This effort will address policy barriers and include new projects, collaboration, research, and funding concepts. The plan will incorporate new, more equitable and innovative ways of thinking that bring multi-benefit outcomes to residents.

The **30-Year Forest Plan** establishes priorities and goals related to rural and urban forests of King County. A range of partners and stakeholders, including cities, nonprofits, and community members contributed to the priorities: climate, forest health, urban forest canopy, salmon habitat, sustainable timber, water quality and quantity, and equity strategies. The plan includes priority-related goals and strategies to guide the Department of Natural Resources and Parks (DNRP) and the many partners who helped create this shared vision.

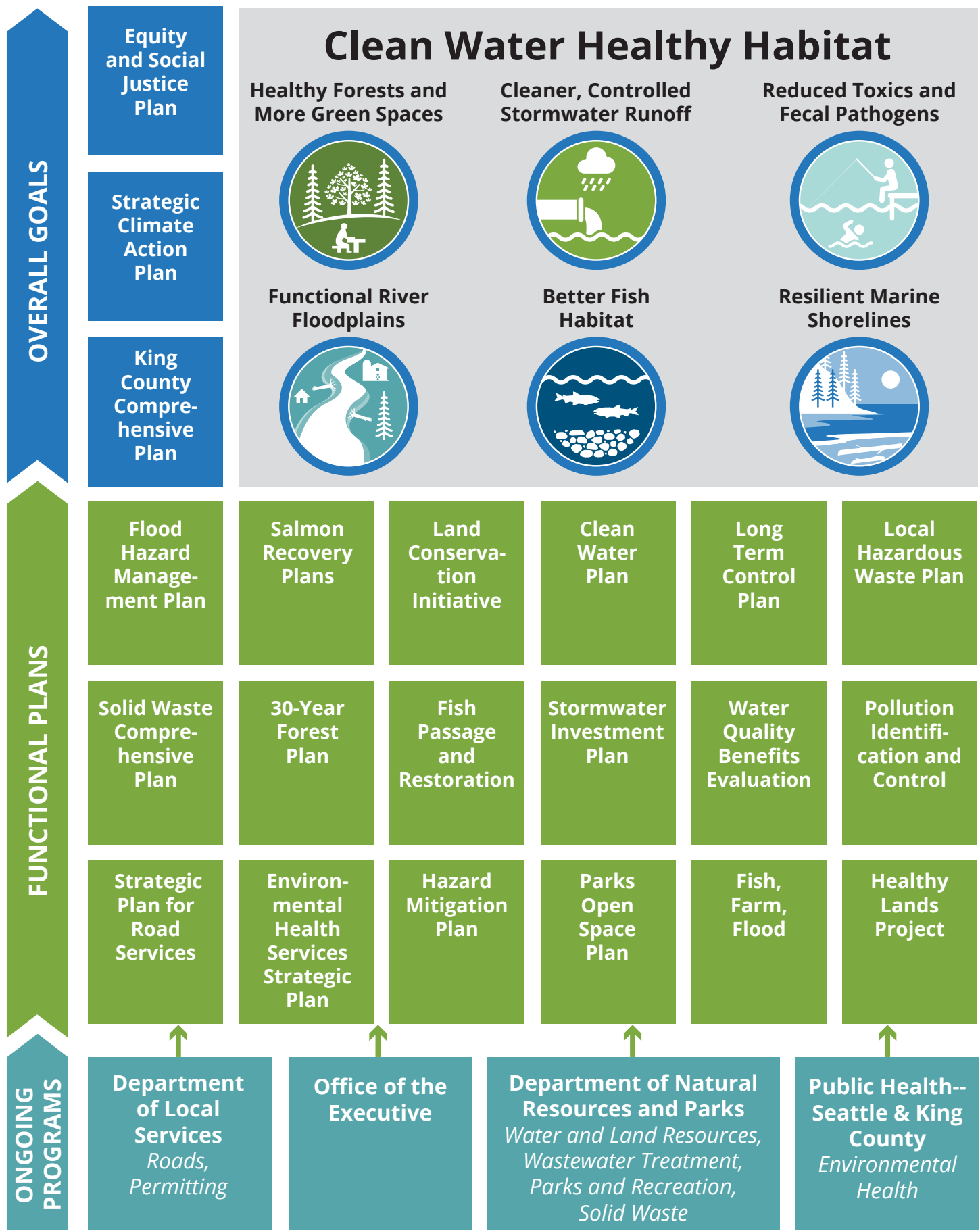
The **Fish, Farm, Flood Initiative** is advancing and integrating priority actions for fish, farming, and flood interests in the Snoqualmie Valley, while recognizing the tradeoffs involved. An advisory body of partner agencies, tribes, agriculture, and community members is developing and implementing a work plan based on hard-won trust, understanding, and mutual support. The initiative is driving capital projects and grants, clarifying regulations, and supporting leading-edge science to improve and develop a model for how King County works in floodplains.

The **Strategic Climate Action Plan** (SCAP) is a five-year blueprint for County action to confront climate change, integrating climate change into all areas of County operations and its work in the community. The climate preparedness section of the SCAP intends to support and implement policies and actions that reduce climate change vulnerabilities and increase the resilience of communities disproportionately impacted by climate change, natural systems, and the built environment.



In all, more than 30 functional environmental programs and plans span DNRP, the Department of Local Services (DLS), Public Health—Seattle & King County (Public Health), and the King County Executive Office. The success of these efforts depends on close coordination and collaboration with one another as well as other local governments, the state and federal government, Indian tribes, nonprofits, Black, Indigenous, and people of color (BIPOC) communities, and the private sector.

The purpose of this strategic plan is to, over the next five years, align King County's work around shared goals and empower our employees to work with customers, partners, other governments, and tribes to implement strategies to deliver faster, better results. The strategic plan establishes a shared vision of a healthy environment providing equitable benefits to all people of the County. The strategic plan will be implemented with the 2020 SCAP and needs flexibility to address the rapid social, economic, public health, and environmental change. Success depends on employees adapting to change and co-creating programs to improve outcomes for the communities we serve, especially communities that have been historically marginalized.



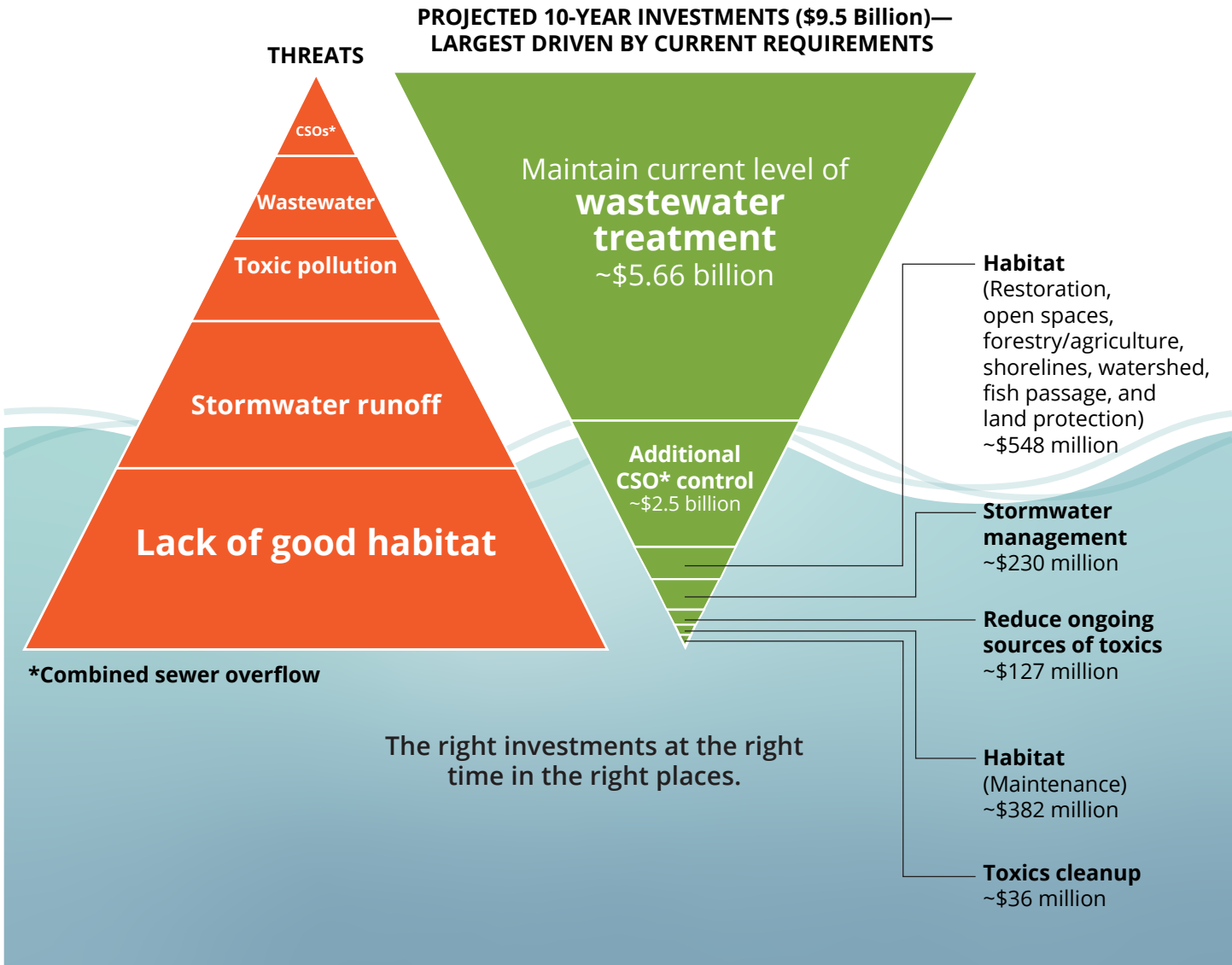


BACKGROUND

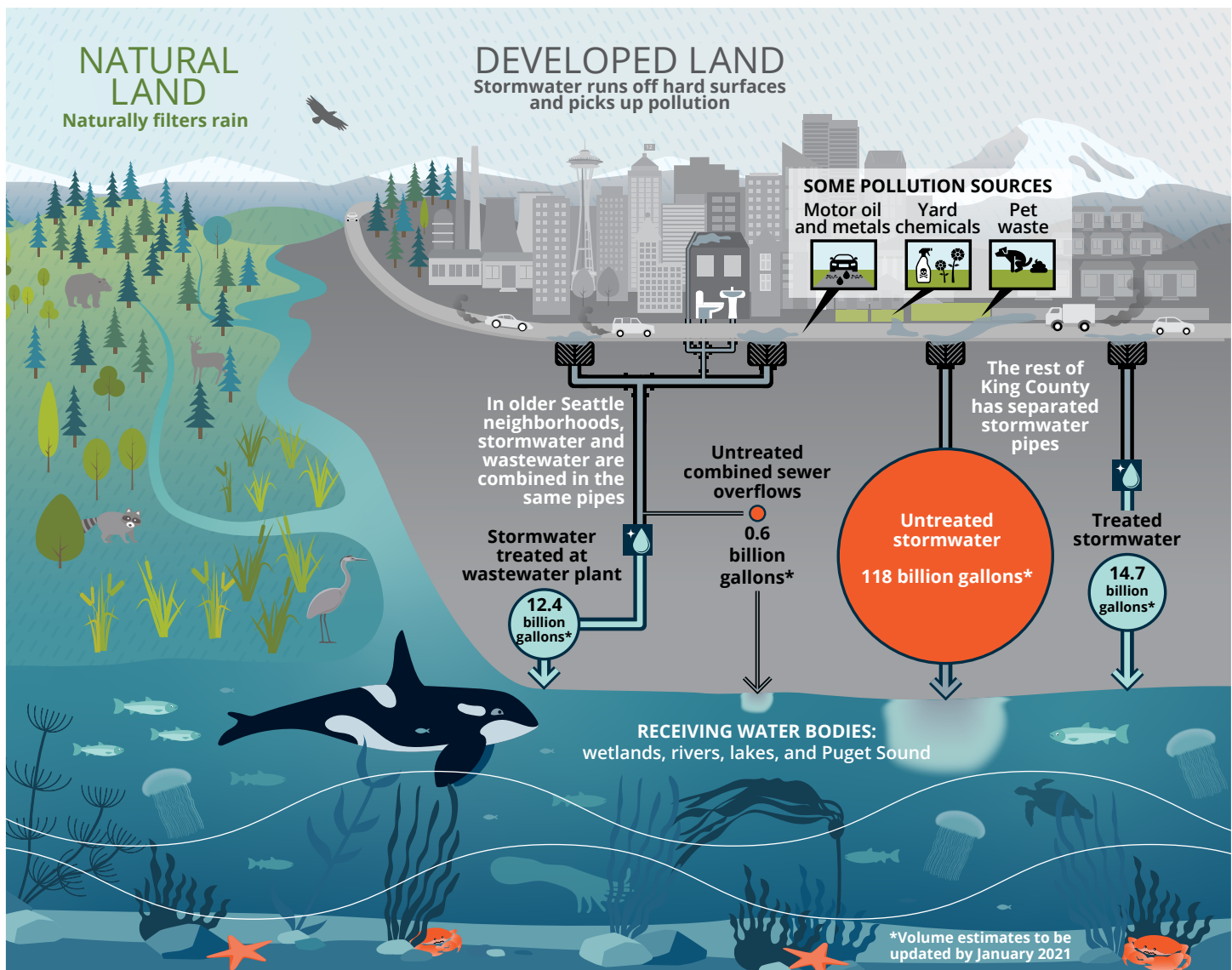
Despite innovative and effective programs and responsible land use planning, habitat loss, stormwater pollution, and toxic contamination still contribute to critically endangered orca and declining salmon runs, threatening our shared natural ecological and a cultural heritage and tribes' ability to exercise treaty rights. King County waters and habitats are under further threat from population growth and a climate crisis. Acting now and with urgency is important as climate change compounds the challenges and pressure mounts to make progress without increasing costs to the public. A critical piece is missing.

King County needs an inclusive vision of success and an integrated architecture for environmental work. Program goals are driven by different regulations, funds, measures, and schedules. We need to comprehensively review our work to focus on the best outcomes that could be achieved with public investment and examine which communities experience environmental inequities resulting from systemic and institutional racism that warrant additional focus. Finally, environmental success is often measured by regulatory compliance instead of the actual outcomes that people, fish, and wildlife experience. King County has achieved a high level of compliance with regulations, yet threats remain for orca and salmon. This strategic plan will look closer at how King County spends public dollars for the best environmental returns, measured by improved water quality and habitat outcomes.

Conceptual Threats to Puget Sound Chinook and Orca

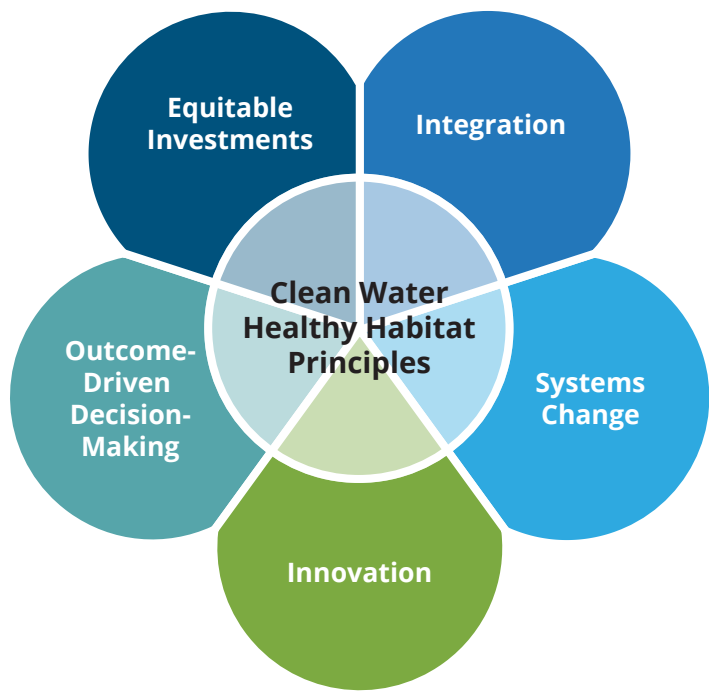


The bottom line is that King County must focus investments on actions that bring the most cost-effective gains for our environment now. The need to directly link water quality and habitat investments with the conceptual understanding of threats to iconic Puget Sound species became further underscored when King County staff dug into a specific issue, and one that has long been considered a primary threat to Puget Sound salmon and Southern Resident Orca: non-point source, or uncontrolled, stormwater runoff.¹ In reviewing the volumes of stormwater that are treated and untreated throughout the County, it is clear there are issues considered to be primary threats that receive little or no investment.



It is no surprise that we have found ourselves in a situation where investments may not line up with the most effective outcomes. Investments to date have been largely driven by regulatory requirements and science that are siloed and don't necessarily link together to achieve the desired priorities and outcomes. This strategic plan considers options for how we invest in approaches, including regulations, and make the most effective and efficient use of public dollars. For example, there are opportunities to adjust regulatory mechanisms by focusing on approaches that integrate land and water management to leverage investments and have better outcomes.

In 2019, King County Executive Dow Constantine created the Clean Water Healthy Habitat Initiative to address the need for a shared vision of a healthy environment that provided equitable benefits to all people of King County. The Executive challenged County leaders and employees to develop a 30-year shared set of measurable goals that represent environmental success and benefit all people, including historically marginalized communities in King County. The challenge included the development of clear strategies that will guide ongoing King County work to achieve better, faster results that incorporate equity practices and yield a higher return for public investments.



"People don't get all the connections. They say the environment is over here, the civil rights group is over there, the women's group is over there and the other groups are here. Actually, all of them is one group, and the issues we fight become null and void if we have no clean water to drink, no clean air to breathe and nothing to eat."

– Cora Tucker, 1987

VISION:

Protect and restore the water and land that sustains us all within a generation

Principles

The initiative kicked off with an Executive Order that further laid out principles that provide a conceptual road map for how to direct future environmental work:

Equitable investments. Strategies will be consistent and coordinated with the Equity and Social Justice Strategic Plan, understanding that historically underserved communities disproportionately bear the burden of pollution and degraded habitat, as evidenced by data gathered by King County and validated by engagement with these communities. There are communities within King County that will need prioritized investment to meet historic inequities.

Integration. Departments and divisions across the County will integrate across programs and projects to leverage investments and share lessons learned in order to achieve greater environmental, multi-benefit, and equitable outcomes.

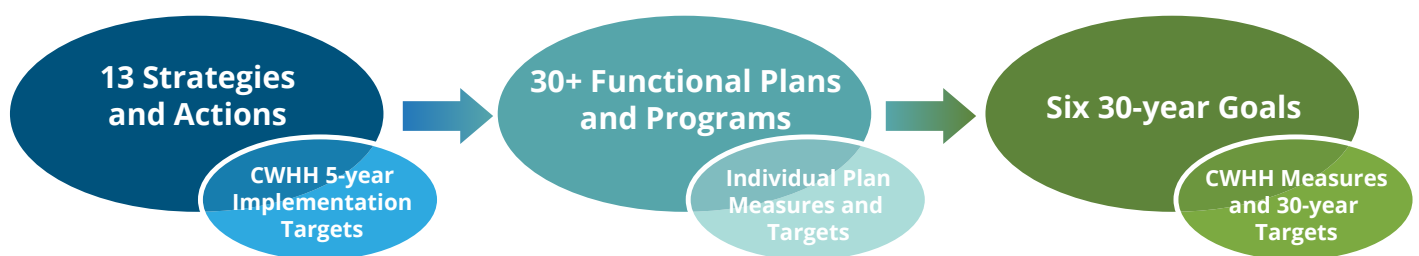
Systems change. Strategies will encourage the development of work programs at the watershed- and system-scale, as opposed to lines of business, to better link ongoing County work in the same system that is currently managed in isolation and encourage an orientation toward shared outcomes.

Innovation. Strategies will focus on ways for employees to bring new ideas forward that improve the outcomes of planned investments and develop new funding streams that can be invested in the highest environmental returns. Emphasis is also placed on learning from one another to ensure there is process improvement and applying an equity framework over time, and reducing focus on work that is outdated, inefficient, or not being used for decision-making.

Outcome-driven decision-making. As part of the Clean Water Healthy Habitat Strategic Plan development and implementation, the County will examine and challenge laws, regulations, and barriers that prohibit achievement of the best environmental results in the near term and long term.

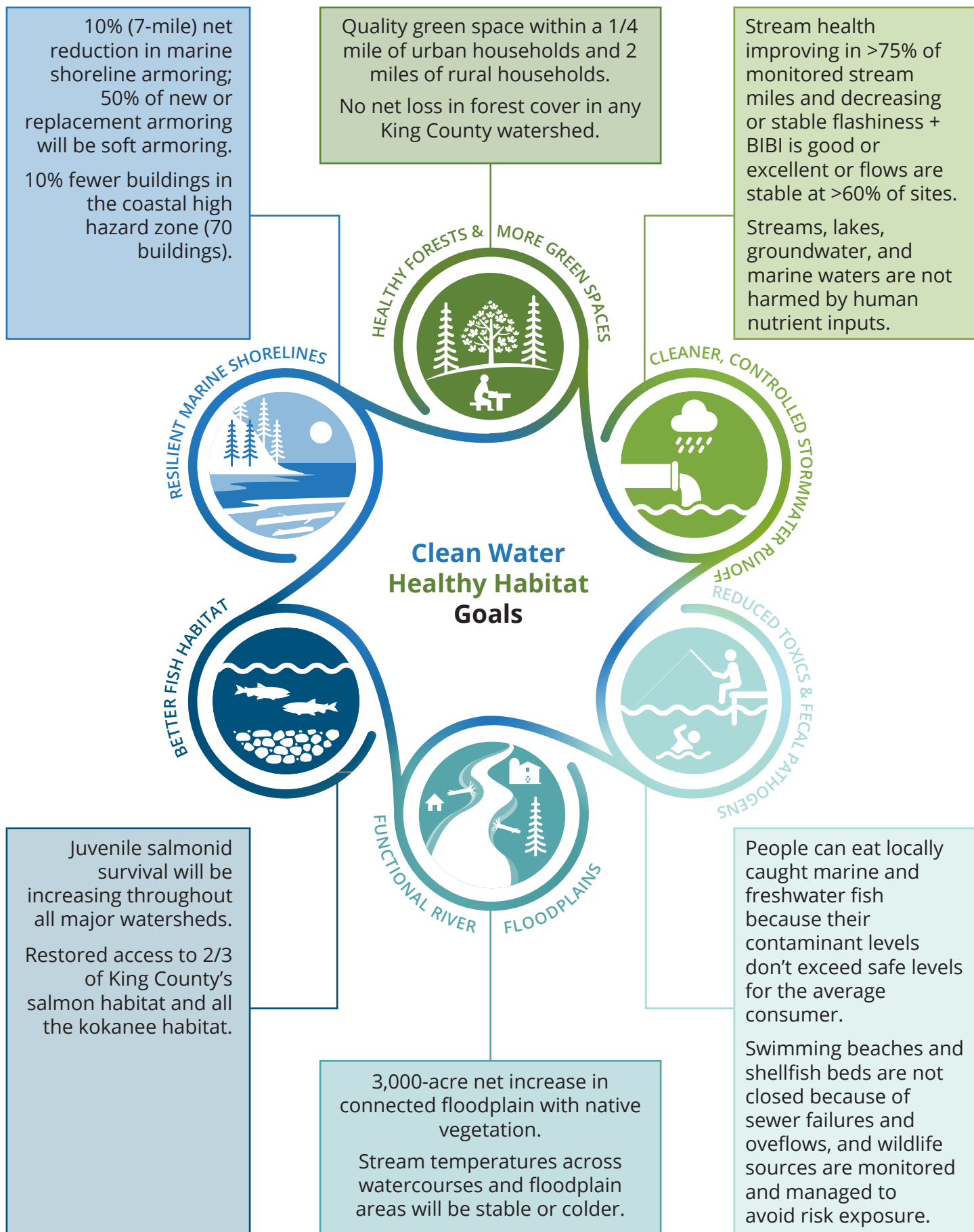


Strategies in this strategic plan build on the functional plans that directly implement the work. Strategy implementation will be measured every five years against targets focused on what the organization did to remove barriers to create better outcomes in the environment for the people of King County. The sum of the functional plans' success will be measured by the 30-year goals and measures, which concentrate on environmental conditions and the services that a healthy environment provides universally to people.



30-Year Goals for Clean Water Healthy Habitat

The Clean Water, Health Habitat Strategic Plan centers around six 30-year goals that define successful outcomes. Each goal is connected to, and overlaps with, the other goals because the problems they address are interrelated. To measure progress, the six goals are connected to 12 provisional measures, to be improved upon over time and evaluated in a larger context established by comprehensive environmental monitoring.



People are at the center of the Clean Water Healthy Habitat goals. Human well-being is inseparable from the health of the environment. Healthy environments provide critically important provisioning, regulating, and cultural services to people. Systemic racism has caused racial inequities in environmental benefits and outcomes for Black, Indigenous, and people of color (BIPOC). Accordingly, each Clean Water Healthy Habitat goal consists of three parts, like braided “strands.”

These strands compose a single holistic goal that is strong, durable, and useful.

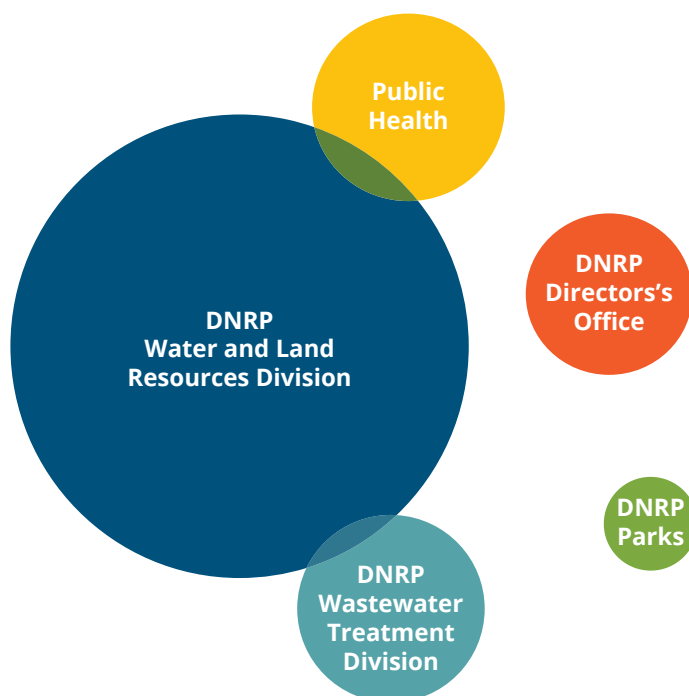
- Achieve the best environmental outcomes believed to be possible in 30 years.
- Deliver benefits² from clean water and healthy habitat that people need, when and where they need them.
- Target work to eliminate racial inequities and achieve universal environmental outcomes and benefits.

In this way, the strategic plan establishes universal environmental goals that matter to people and promotes targeted action to achieve them. King County will need to develop strategies, consistent with the principle of equitable investments, that target inequities in BIPOC communities and certain geographies to reach equitable outcomes and achieve universal goals. With every action, every investment, and every plan, we must work to bring about equity.



Achieving these goals will be challenging. Many long-standing barriers such as “silos” prevent people from collaborating. The Clean Water Healthy Habitat strategies are intended to guide our work toward shared outcomes.

The goals were developed with the Clean Water Healthy Habitat leadership team and subject expert goal teams. Draft goals were informed by over 40 expert interviews. Goal teams defined critical environmental problems, described the best environmental outcomes believed to be possible in 30 years, how people of King County benefit, and inequities by race and/or place in how benefits are distributed. Goals were designed to reflect community values and priorities identified in the King County Equity and Social Justice Strategic Plan and public engagement efforts for the Clean Water Plan, the 2020 Strategic Climate Action Plan (SCAP), and Land Conservation Initiative (LCI). They identified suitable measures and set ambitious targets, starting with Puget Sound Partnership’s Vital Signs indicators.



**Consider children in
King County today.
If we succeed...**

They feel hopeful about the future. As adults, they live in a place where all people have equitable opportunities to thrive. Salmon are also thriving. Streams are getting healthier. Lakes and rivers are less polluted than when they were young. If they choose to, they can eat locally caught fish and clams without risking their health. They enjoy locally grown foods. They meet friends and loved ones in a safe, inviting green space they all can reach easily. They no longer worry about their friends along the shore and in the floodplain; they are out of harm's way. They visit the beaches of their childhood to look for the orca pod with new calf. On the water, they see tribal fishers hauling in nets heavy with salmon. They love home and feel heard and respected by their leaders.



The six goals are explained on the next page, starting with the environmental problems to be addressed by each goal, followed by a summary of what needs to change within 30 years ("Reaching the goal means...") and two useful measures of progress against ambitious 30-year outcome-based targets. These 30-year goals will be improved upon over time and must be evaluated within the context of comprehensive monitoring ("If we succeed, in 30 years..."). The framework is flexible, by design. It is recommended that the 30-year goals and measures be revisited every five years, in coordination with the five-year SCAP update, to ensure the most critical problems are prioritized and measures reflect new knowledge, changes in revenue, and community priorities.



Healthy Forests and More Green Spaces

Rural and urban forests continue to be fragmented and replaced by other land uses, particularly in urban and suburban areas.³ Some forests are vulnerable to disease, insects, and weeds, and face increasing drought. These factors impact forest health and reduce their ability to support wildlife corridors and supply Clean Water Healthy Habitat, and carbon storage. Protecting healthy forests and soils that support them is a fundamental step toward healthy ecosystems.

King County has less forest cover and fewer green spaces than are needed, and there are inequalities in who has access to quality green spaces. Many people don't live within ready access to a public park, green space, or trail. People in these places often also experience the lowest incomes and the poorest health. This is a problem because green spaces and contact with nature benefit people and communities and strengthen community connections and social cohesion. Ready access to these spaces supports improved air quality and cooler temperatures in urban heat islands, as well as other public health priorities such as reducing obesity, cardiovascular disease, depression, and anxiety.⁴

Reaching the 30-year goal of Healthy Forests and More Green Spaces means...

- Forest cover and green spaces are protected, increasing, widespread, equitably distributed, healthy, and connected in ways that sustain habitat, stream functions, carbon storage, clean air, cool waters and air temperatures, and natural streamflow.
- All people can readily stay cooler on hot days, breathe cleaner air, improve their health and well-being outside, find community and scenic beauty, and celebrate traditional cultural values and practices.
- Inequities in people's access to quality green space are eliminated by 2050 so everyone has a safe, inviting, and culturally relevant place to be active and gather outside. Investments in pursuit of this goal are paired with strategies and policies⁵ to prevent displacing low-income residents.⁶

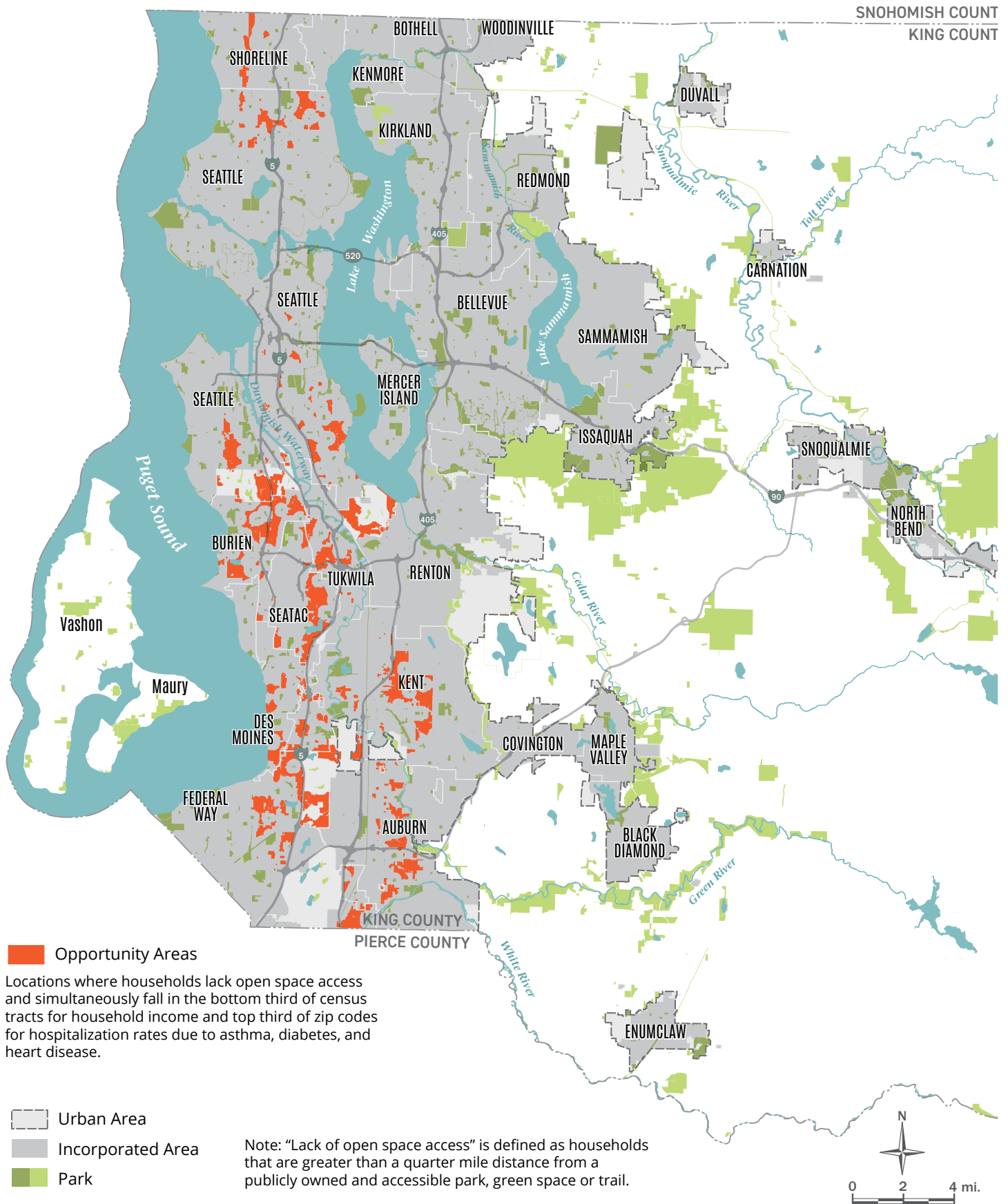
If we succeed, in 30 years...

There will be quality green space⁷ within one-quarter mile of urban households and 2 miles of rural households.⁸ King County will be on its way to reaching this goal if lands are acquired and neighborhoods (such as unincorporated urban areas of North Highline and Skyway) are being "greened" in a manner consistent with priorities identified in relevant functional plans (e.g., LCI,⁹ SCAP, King County Open Space Plan).¹⁰

There will have been no net loss in forest cover in any King County watershed, including private forests and in the 30,000 acres under King County's management. Evidence of progress will be based on changes in forest cover in the upper, middle, and lower watershed areas.¹¹ King County will be on its way to reaching this goal if forest management is consistent with priorities identified in relevant functional plans (e.g., 30-Year Forest Plan, LCI, SCAP, King County Open Space Plan). The 30-Year Forest Plan includes strategies for maintaining and increasing forest cover and forest health across different landowner types, including private landowners.



Open Space Inequities in King County





Cleaner, Controlled Stormwater Runoff

Most of our region was developed before we had standards and strategies for managing runoff. The result: a backlog of improvements needed to upgrade outdated infrastructure and add new infrastructure where none exists so the flow and water quality impacts of stormwater runoff from older, developed land can be mitigated.

As development continues, and stormwater runoff increases, pollutants and unhealthy flows present increasing risks to people and property—and to critical habitats for fish and other aquatic life.¹² Stormwater runoff often causes higher peak stream flows during storms, which increases stream erosion, sedimentation, habitat damage, and property flooding. Vulnerability to stormwater flooding likely varies by race and/or place, but we currently lack information to guide targeted action.



Stormwater runoff carries nutrients to water bodies and contributes to nutrient-related problems. Nutrients (nitrogen and phosphorus) are essential for life, but excess nutrients in our waters can cause a range of problems. In groundwater, high levels of nitrates can directly harm human health. In surface waters, nutrients feed algal blooms that can cause lower water clarity and oxygen levels, bad odor and taste, and the loss of desirable species. Some algal blooms can also produce toxins that harm people, pets, and wildlife.

Reaching the 30-year goal of Cleaner, Controlled Stormwater Runoff means...

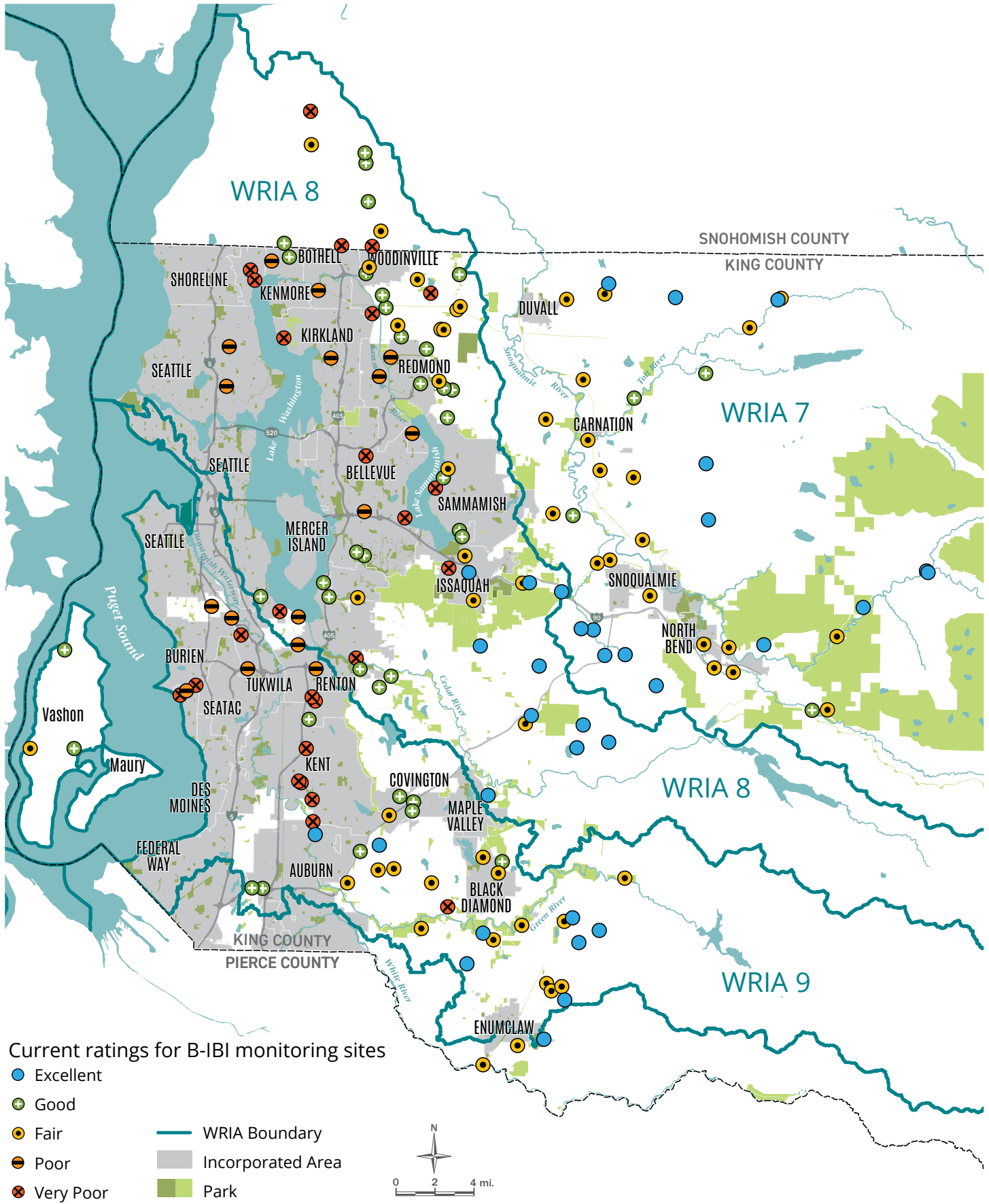
- When stormwater runoff enters water bodies and groundwater, it is without excessive contaminants, pathogens, or nutrients. Water levels and stream flows are healthy for fish and aquatic life.
- Waters that provide swimming, fishing, and shellfishing opportunities and/or drinking water are clean, healthy, and accessible.
- All lives, homes, and properties are protected from stormwater-related flooding and other damages. King County has taken targeted action to ensure water bodies that are in or important to predominantly BIPOC communities reach these goals promptly and thoroughly.

If we succeed, in 30 years...

Stream health is improving in more than 75 percent of monitored stream miles based on increasing B-IBI¹³ scores and decreasing or stable flashiness, and over 60 percent of stream sites have “good” or “excellent” B-IBI scores or meet standards for stable flows. Evidence of progress will come from King County and partners via the Puget Sound Stream Benthos and streamflow measurements by King County, the U.S. Geological Service, and Snohomish County.

Our waters will not be harmed by human nutrient inputs.¹⁴ All water bodies will have stable or decreasing trends in phosphorus and nitrogen concentrations.¹⁵ Groundwater will meet drinking-water nitrate standards, and streams,¹⁶ lakes,¹⁷ and marine areas¹⁸ that naturally have high nutrients will not be further impacted by human nutrient inputs. Evidence of progress will come from King County or Washington State monitoring programs that track nitrogen and phosphorus in rivers and streams, chlorophyll in lakes,¹⁹ nitrates in groundwater, and dissolved oxygen in marine waters.²⁰

King County Freshwater Benthic Macroninvertebrate Monitoring Sites





Reduced Toxics and Fecal Pathogens

This goal addresses the problem of toxic chemicals and fecal pathogens that pollute King County's aquatic food webs, closing swimming beaches and shellfish beds, harming fish and orca, and disproportionately impacting vulnerable fishing communities.

King County fishers often include people from low-income areas of King County who also have limited English proficiency and are BIPOC, immigrants, and/or tribal members. Washington State Department of Health advisories tell people they should not eat shellfish from local beaches or fish from local water bodies because they contain unsafe toxics and/or fecal pathogens, but many people continue to fish for sustenance and for cultural reasons.²¹ Even as sediments are cleaned up and combined sewer overflows (CSOs) are controlled, fish consumption advisories are likely to remain in place for the Duwamish River, Elliott Bay, and some other water bodies because of ongoing local inputs and contamination entering from other areas. Closure of commercial shellfish beds in King County because of fecal pathogens further affects tribal communities that rely on shellfish harvesting for commercial, ceremonial, and subsistence purposes.²²

In addition to affecting shellfish harvesting, waters contaminated with fecal pathogens from multiple routes, including CSOs, stormwater, and waterfowl, can make swimmers sick, keeping King County residents from enjoying local waters. Inequities also exist in the distribution of King County swimming beaches monitored for public health risk. The existing distribution of toxic contaminants and fecal pathogen monitoring sites, especially for swimming beaches, leaves large gaps in communities of color, areas with lower incomes and limited English proficiency, and immigrant and tribal communities, leading to inequitable assessment of public health risks. Toxics in fish and beach fecal pathogen monitoring on small lakes are rarely included except through special grants or contracts, thereby excluding unincorporated areas and cities that cannot afford monitoring resources.

Reaching the 30-year goal of Reduced Toxics and Fecal Pathogens means...

- Toxic chemicals and fecal pathogens in waters, sediments, and aquatic food webs are declining and the health of salmon, other fish, and resident orca is improving.
- King County is aware and capable of responding to fecal pathogen contamination from CSOs, pets, wildlife, failing septic and sewer systems, stormwater, and other sources, so that waters are safely managed and open for swimming and recreation for all people in King County.
- People can enjoy fish, crab, and other shellfish that are safer to eat, more plentiful, and sustainable.

If we succeed, in 30 years...

People can eat locally caught marine and freshwater fish and crab because their contaminants don't exceed safe levels. Evidence of progress will come from contaminant concentrations in English sole and smallmouth bass as compared to the Washington State Department of Health's human health consumption screening values for the general population. It is important to acknowledge the challenge of meeting human health consumption screening values for high-consuming populations in urban water bodies; these will also be tracked to show progress in tissue reductions compared to screening values. Data will come from the long-term King County monitoring program, Puget Sound Partnership Vital Signs Project, and local Superfund sites. King County will be on track to meet this goal if PCBs in these fish are declining. Reducing toxic exposures in the aquatic food web will make fish safer to eat for people, and will improve the health (i.e., growth, survival, and reproduction) of salmon, orca, and other wildlife that reside in King County waters.

Swimming beaches and shellfish beds are not closed due to avoidable fecal pathogen sources (e.g., sewer failures and overflows), and difficult-to-manage fecal pathogen sources (e.g., wildlife) are monitored and managed to avoid risk exposure. Evidence of progress will come from improved shellfish



bed classifications made by the Washington State Department of Health. Shellfish bed status can be used as a measure of fecal contamination in King County surface waters because improvements in shellfish bed status can be representative of regional improvements in the management of fecal contamination. Although a decrease in fecal contamination at a shellfish bed may not equate to a decrease in fecal contamination for a swimming beach in another water body, the impact of regional actions to manage fecal sources (e.g., CSO control, stormwater treatment, pet waste management) could be measured through tracking shellfish bed status. However, fecal contamination management will not be focused solely on shellfish beds.

King County will be on track to succeed if an increased number of swimming beaches are monitored, focusing on historically marginalized areas of the County, and the program is communicative and responsive to concerns. Swimming beach closures were considered as a measure, but the number of closures will be influenced by **where** and **how many** beaches are monitored. Beach closures often occur because of infrequent and ephemeral fecal contamination that is difficult to manage (e.g., waterfowl). Therefore, the goal is for a King County swimming beach program to identify when there is a concern at swimming beaches and to respond effectively to reduce public health risks and mitigate the source(s) of fecal contamination.



Functional River Floodplains

This goal addresses the problem of protecting and restoring the natural functions of floodplains to store flood waters, protect water quality, sustain habitat, and provide fertile soil for agriculture as our population grows. Historic development, agriculture, current land uses, and flood control efforts have contributed to the loss of functional and connected floodplain areas and vegetation. Functioning floodplains provide critical salmon habitat and are essential for salmon recovery and realizing tribal treaty rights to harvest salmon. Increasing summer water temperatures in streams and rivers are further stressing salmon populations, and heavy rainfall events are projected to become more intense with climate change, increasing the risk of flooding.

Functional floodplains provide many benefits to the people of King County in the form of water quality improvement, flood storage, habitat, employment, and local food production. The Lower Green River floodplain continues to be a vital employment center in King County, and the public has made significant investments to protect agricultural lands in the Snoqualmie, Sammamish, and Lower and Middle Green River valleys. The County recognizes that historic development and land uses in the floodplain have harmed and reduced habitat essential to support salmon populations, and that restoration of floodplain salmon habitat is essential for tribes to meaningfully exercise their treaty rights guaranteed by the United States.

A breakdown in these benefits affects King County residents inequitably. Salmon and traditional resources from floodplains are essential for local harvest opportunities, which sustain cultural, spiritual, and food resources for Indigenous people and native communities. Floodplains support an agricultural economy that provides business and employment opportunities for thousands of County residents, including historically underserved communities of color, while sustaining production of healthy local food that is in increasingly high demand by residents, especially with climate change. Long-standing and persistent inequities in income, health outcomes, access to safe housing, and exposure to pollution for BIPOC communities in King County lead to disparities in vulnerability to flood risks, water pollution, and access to resources, programs, and decision-making processes to reduce these risks.

Historically, efforts to reduce flood risk and manage floodplain land uses have often pitted interests against each other, creating a false choice between risk reduction and habitat, and conflicts over scarce land resources. Today, we seek integrated floodplain management approaches that reduce risks to communities, critical infrastructure, and agriculture while supporting and restoring floodplain functions and benefits. We will build on successful models for multi-benefit floodplain restoration, such as Floodplains-by-Design projects across the state, and the Fish, Farm, Flood Initiative in the Snoqualmie valley. Bringing a wide range of interests and voices to the table early to define desired outcomes, identify shared interests, and co-develop solutions are keys to success. Difficult compromises will still be required, but the integrated planning approach can provide a framework for these vital decisions. This integrated approach will embody our equity practices and principles to identify impacts and benefits and will engage with and support communities to co-create solutions.

Reaching the 30-year goal of Functional River Floodplains means...

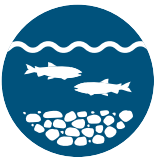
- Floodplains are reconnected and revegetated in ways and places that produce significant gains in habitat and water quality, and;
- Reductions in flood risk to people and structures, while supporting agriculture and open space.
- Equitable access to programs and projects that reduce flood risk and allow post-flood recovery, and targeted support and priority access to land and capital for local food producers from BIPOC communities.

If we succeed, in 30 years...

There will be a 3,000-acre net increase in connected floodplain with native vegetation.²³ This quantity represents completing two or three large floodplain restoration projects each year for 30 years, which is an ambitious target. Evidence of progress will likely come from periodic floodplain assessments produced by the Puget Sound Partnership Vital Signs Revision Project, though corrections and improvements are needed. King County will be on track for success if the area of connected floodplain with native vegetation is increasing over time.

Stream temperatures across watercourses and floodplain areas will be stable or colder than at present, in spite of projected climate change.²⁴ Keeping these waters cool with riparian vegetation and protecting cold water inflows prevent excessive warming in mainstem rivers. Evidence of progress will come from measurements of water temperature in floodplain streams and rivers. The statistic to be used is the seven-day rolling average of the daily maximum temperature in widespread use across the region, as well as thermal diversity supporting cooler water across the landscape. Data for this measure will come from King County, the U.S. Geological Survey, Snohomish County, and the Puget Sound Partnership Vital Signs Project.





Better Fish Habitat

This goal addresses the decline of native wild salmon and steelhead populations²⁵ because the physical river systems and supporting ecological processes needed to sustain them and their freshwater²⁶ habitats are damaged or blocked by more than one thousand passage barriers in King County, alone.²⁷ The heavily modified attributes of lower watershed habitats are, in many cases, profound stressors to these populations. This problem inequitably impacts King County residents.

According to the Treaty Indian Tribes of Western Washington, *"Salmon recovery begins and ends with habitat."*²⁸ Reversing fish declines through better fish habitat are urgently needed for Indian tribes to fully exercise their sovereignty and associated rights guaranteed by treaties with the United States.²⁹ Court decisions in recent decades have repeatedly affirmed treaty rights for Western Washington tribes, particularly in relation to the tribal right to fish, the entitlement to half of the harvestable number of salmon, the establishment of tribes as co-managers of the salmon resource, and the duty to protect salmon habitat.³⁰

Fewer salmon and other native fish reduce food available for orca and severely limit fishing opportunities throughout the region and the County. This includes fishing that provides income, recreation, and subsistence for BIPOC and low-income residents, immigrants, and other socioeconomically disadvantaged communities.

Reaching the 30-year goal of Better Fish Habitat means...

- Native, wild fish populations are thriving, widespread, and self-sustaining, with ample healthy habitat in streams, lakes, and bays.
- People can enjoy locally caught fish in abundance to provide spiritual, cultural, subsistence, economic, and recreational value.
- Tribes have abundant salmon to provide for their personal, economic, cultural, and spiritual prosperity.

If we succeed, in 30 years...

Juvenile salmonid survival will be increasing throughout all major watersheds. Evidence of progress will come from estimates of juvenile freshwater survival rates in the main King County rivers, except the White River.³¹ This measure will integrate the trends reported by each Water Resource Inventory Area (WRIA) and the Lake Sammamish Kokanee Work Group. Each WRIA will use the metric they deem to be most appropriate for monitoring juvenile survival trends; this will be an intentional subset of all the available data to limit the scope to supportable inferences for each WRIA. In some cases, the most appropriate metric and methodology for this monitoring may require further development beyond the scope of current efforts.

There will be restored access to two-thirds of King County's salmon habitat and all of the King County kokanee habitat.³² Evidence of progress will be the length of anadromous fish habitat access restored by the King County Fish Passage Restoration Program.





Resilient Marine Shorelines

This goal addresses pervasive environmental damage to marine shorelines by armoring them in response to coastal flooding and erosion; 83 percent of the marine shoreline in mainland King County and 48 percent of the coastline for Vashon-Maury islands are armored.³³ Armored shoreline refers to any artificial method (e.g., rip-rap, seawalls, or bulkheads) of reducing shoreline erosion. Coastal flooding and erosion impact public and private infrastructure and put coastal residents and businesses at risk. Shoreline armoring installed to protect property from natural processes³⁴ will be worsened by forecasted sea level rise.³⁵ Recent studies suggest that a sea level rise of 2 feet would create variable impacts and increase flood elevations between 0.5 and 6 feet depending on site-specific oceanographic conditions.³⁶ Sea level rise will affect communities throughout King County, including communities that have been historically underserved. Dealing with these changes will require significant resources, whether that means moving out of harm's way, adapting, or taking a defensive approach. King County will work to increase resilience in affected communities and engage communities so that they have a meaningful say in their futures. Defensive responses to rising waters that lead to further or ongoing habitat damage could impact tribal treaty rights and food and economic resources.

Reaching the 30-year goal of Resilient Marine Shorelines means...

- Water is clean and beach and marine shoreline habitats can grow and migrate³⁷ by accumulating sediments from eroding bluffs and fewer structures are in harm's way, even as sea levels rise.
- People along marine shorelines can live and work out of harm's way, functions provided by vital infrastructure are sustained, and residents' drinking water is fresh and clean.
- Ensure treaty rights can be meaningfully exercised on fish and shellfish that depend on healthy marine shorelines.

If we succeed, in 30 years...

There will be a 10 percent (7-mile) net reduction in armoring; 50 percent of new or replacement armoring will be soft armoring.³⁸ Evidence of progress will come from data on the net amount of coastline armoring as indicated by ongoing monitoring in WRIA 9 and by the Science and Technical Support Section in the Water and Land Resources Division. Evidence of a change in replacement armoring will come from monitoring noted above and from permit departments of marine shoreline jurisdictions.

There will be 10 percent fewer buildings in the coastal high hazard zone,³⁹ a reduction of approximately 70 buildings. Evidence of progress will come from the number of buildings⁴⁰ entirely or partially in the coastal high hazard area. These estimates will come from the King County Water and Land Resources Division based on a GIS assessment.





STRATEGIES

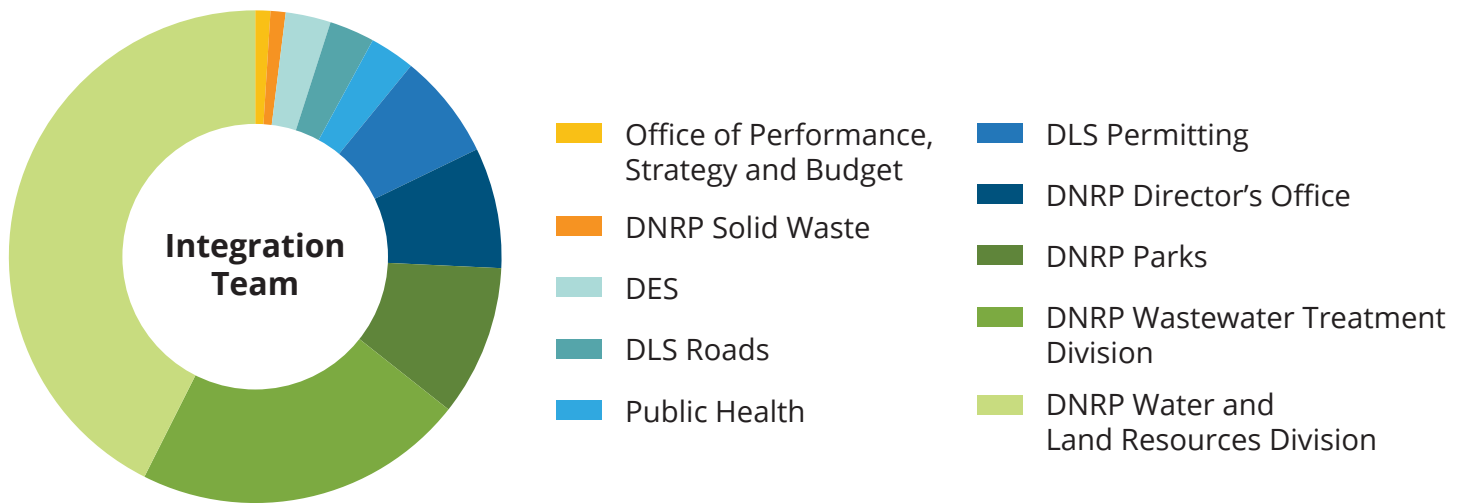
The vision for the Clean Water Healthy Habitat Initiative is to protect and restore the water and land that sustain all of us within a generation. This section presents 13 strategies to realize this vision. Consistent with the directives in the 2019 Clean Water Healthy Habitat Executive Order, the strategies will:

- require higher levels of integration across existing King County work programs;
- focus on coordinating work in similar geographies;
- seek to be consistent and coordinated with the 2020 Strategic Climate Action Plan (SCAP) and Equity and Social Justice Strategic Plan;
- pursue the 30-year goals in this strategic plan, even if it means challenging existing laws and regulations or scientific assumptions; and
- identify new funding sources, if necessary.

The strategies reflect an identification of barriers that prevent the delivery of better water quality or habitat outcomes. These barriers included:

- Capacity and workload;
- A culture that doesn't tolerate risk;
- Siloing of issues;
- Insufficient and constrained funding;
- Inconsistent or insufficient engagement with communities;
- Data gaps and a lack of prioritization;
- Regulations that don't deliver the best outcomes; and
- Information technology/data management inconsistencies.

Working with a central integration team that spanned the Department of Natural Resources and Parks (DNRP), Department of Local Services (DLS), Public Health—Seattle & King County (Public Health), the Department of Executive Services (DES), and the King County Executive Office, strategies were identified to address specific barriers to current work. As the lead environmental agency for King County, DNRP is designated as lead for most of the strategies. However, the strategies were designed to be broad enough to be able to be applied to a variety of work programs across the enterprise.



The strategies focus on “upstream” changes needed for existing functional plans—plans that are used to inform management of water and land resources in communities across King County—to have even better outcomes. Upstream issues control how the functional plans are implemented and include policies, practices, and systems that drive those plans and activities that need to be addressed to help King County achieve the greatest impact.

The following subsections organize strategies by themes and are consistent with the Clean Water Healthy Habitat principles outlined in the Introduction section of this strategic plan:

- Equitable Investments and Community Engagement
- Integration
- Standardization and Systems Approach
- Innovation
- Outcome-Driven Decision-Making

The strategies are organized by principle to highlight those that are most related and can support one another. For each strategy, we describe:

Opportunity statements: An explanation of how we can improve current work for better outcomes and connections across programs and the need for the strategy.

Strategy: Shorthand version of the key elements of the strategy.

Actions: What specific activities do we need to implement in the next five years to advance the strategy? What steps will we take, with whom, when, and with what resources?

Five-year targets: Targets focused on outputs of our actions. How are things progressing? Are we following the logic of the strategy? Do we need to adapt?

Lead(s) responsible for implementation, implementation support, and associated programs and partners. Who do we expect to lead the implementation of the activities, who will support the implementation, what partners will we depend on, and whose work program is expected to be impacted?

Finally, there are many strategies and actions that are launching in late 2020 and have adequate funding for the next two years, have specific leads identified, and are in the relevant employees’ work plans. However, there are strategies in the following subsections that have not had resourcing needs identified and secured. As the Clean Water Healthy Habitat strategies move into implementation, involved managers and leadership will need to prioritize resources or secure additional resources through supplemental and future budget requests.

Equitable Investments and Community Engagement

Acronyms and Abbreviations for Agencies, Initiatives, and Programs

CIP	capital improvement program
CRM	Customer Relationship Management
CPMWG	Capital Project Management Working Group
CWHH	Clean Water Healthy Habitat
DES	Department of Executive Services
DLS	Department of Local Services
DNRP	Department of Natural Resources and Parks
FFF	Fish, Farm, Flood Initiative
KCIT	King County Information Technology
LCI	Land Conservation Initiative
Parks	King County Parks
Permitting	Department of Local Services, Permitting Division
Public Health	Public Health—Seattle & King County
Roads	Roads Services Division
RMFS	River and Floodplain Management Section
RRSS	Rural and Regional Services Section
SCAP	Strategic Climate Action Plan
SWD	Solid Waste Division
WaterWorks	WaterWorks Grant Program
WLRD	Water and Land Resources Division
WTD	Wastewater Treatment Division



The Clean Water Healthy Habitat Strategic Plan is consistent and coordinated with the Equity and Social Justice Strategic Plan, understanding that systemic racial discrimination is responsible for burdening Black, Indigenous, and people of color (BIPOC) communities with pollution and degraded habitat, leading to inequitable outcomes in their health, well-being, and economic prosperity. The following strategies are designed to provide guidance to decrease duplication, coordinate efforts, and ensure consistent data gathering, inclusiveness, shared language and vision, and staffing by those who are skilled at community outreach and engagements.

Strategy 1

Engage community partners to align delivery of County environmental services with community priorities and development of data that highlight current environmental inequities resulting from racial discrimination.

Opportunity statement:

The Clean Water Healthy Habitat (CWHH) goals were developed using mostly internal experts’ understanding of the ecosystem and environmental values and priorities identified in previous community engagement efforts (Land Conservation Initiative [LCI], SCAP, and the Clean Water Plan). However, over the course of goal development, it became clear that there are still data and information gaps on racial inequities in environmental conditions and outcomes resulting from systemic racism. Further engagement of communities in the long-term vision for success and a full partnership in the development of solutions will ensure collaborative partnerships. This engagement must acknowledge, because of systemic racism, that any solutions must center authority in leaders committed to antiracist policies. Voices and know-how from community leaders and residents are essential to get to solutions that work and that are sustainable. Otherwise, there is a risk that existing systems perpetuate racial inequities in how the benefits of clean water and healthy habitat have accrued to people.



ACTIONS	5-YEAR TARGETS
1. Engage communities across King County to review six goal areas and modify the vision of success to meet community needs. Work within existing engagement processes (e.g., the Clean Water Plan, Open Space Plan, LCI, SCAP, etc.) to reduce redundancies.	<ul style="list-style-type: none">Updated CWHH goals centering authority and decision-making in communities and leaders committed to enacting antiracist policies.
2. Assess racial inequities in environmental conditions and outcomes (consistent, where possible, with the King County determinants of equity) to inform more equitable investments and ensure people universally benefit from clean water and healthy habitat. Explore the intersection of community health indicators, health resource areas, and environmental conditions.	<ul style="list-style-type: none">Established data and maps for inequities related to CWHH goals, exploring connections between environmental conditions and Public Health “Community Health Indicators” by health reporting areas by watershed boundaries

Lead: DNRP/Director’s Office

Implementation support: DNRP, DLS, Public Health, Office of Equity and Social Justice

Strategy 2

Establish an equitable DNRP-wide community partnership vision, standards, and protocols.

Opportunity statement:

Recent efforts such as the SCAP and Open Space Equity Cabinet have emphasized developing deeper and more collaborative partnerships with funding for community-based organizations led by and in service of BIPOC professionals or leaders. As the department collaborates with communities disproportionately impacted by systemic racism, further policy guidance to reduce disparate and uncoordinated efforts by multiple parts of the same agency and to minimize potential adverse effects on partners and BIPOC communities is needed.

County policy provides guidance for staff on engaging the community in DNRP's projects and practices. The range of activity within the department includes strategic communication (web, social media, etc.), public involvement associated with projects or services, community advisory boards, grant-making, and myriad community partnerships with a growing and more diverse population.

Each division carries out community engagement activity using its own business processes to track the results of its activity. Project staff meet across the divisions on projects and to share information with community-based partners and the public.



ACTIONS	5-YEAR TARGETS
1. Convene internal/external stakeholders and identify the ways that DNRP divisions and programs are connecting with community partners.	<ul style="list-style-type: none">• Department engagement protocols developed• Department-based tool needs identified, and tool creation scoped• DNRP shares tools and assists other departments to amplify impact
2. Identify how King County community engagement practices are being implemented across the four DNRP divisions and aligned with County departments to reach ESJ strategic goals.	
3. Develop standard protocols across the department for the coordination of community outreach, tracking, and reporting on activity, outcome, and impact.	
4. Identify current universal needs of department-based tool, based on the needs of how best to form lasting, meaningful community partnerships.	

Lead: DNRP/Director's Office

Implementation support: DNRP, DLS, Public Health

Strategy 3

Continue to promote more equitable hiring and contracting.

Opportunity statement:

Since the inception of equity and social justice (ESJ) work at King County, the County has been working to increase the diversity of its workforce to reflect the overall demographics of the county. Agencies need to continue to recruit, train, retain, and promote BIPOC people into critical positions and ensure departments reflect the diversity of the community.

In contracting, DES has been working to ensure the contracting approach promotes diversity and supports the growth and development of businesses owned by BIPOC individuals. Most recently, an innovative plan checklist was added to the contracting process to maximize the opportunities provided to minority- and women-owned business enterprises.

The Clean Water Healthy Habitat Initiative provides another opportunity to highlight the importance of delivering business and income opportunities to help repair racial inequities in wealth and opportunity caused by systemic racism and maintained by inequitable distribution of decision-making authority and power.

Integration is one of the key principles of the Clean Water Healthy Habitat Initiative. Integration in this context means the intentional identification of related County services and subsequent collaboration related to data needs, outreach, analyses, analytical tools, development of multi-objective priorities, and projects. By promoting integration across the programs that impact water and land, King County is able to leverage funding and staff resources, orient toward shared outcomes while also delivering on program goals, identify opportunities to find synergies in work, promote a better run government, and communicate the full story about what we are doing and why it matters.

ACTIONS	5-YEAR TARGETS
1. Workforce Development (Public Works Projects) – Support workforce development through the County’s Master Community Workforce Agreement, Apprenticeship, and Priority Hire Programs, to improve access to employment and training programs for individuals who need access to paid training and family wage jobs.	<ul style="list-style-type: none">• 15% overall apprenticeship rate• 21% overall Priority Hire rate• 21% overall utilization of certified small, minority-, and women-owned businesses• 100% use by County contractors for all formally advertised public works• >50% of all certified King County Small Contractors and Suppliers. (Review outcomes to determine if the technical assistance provided is resulting in increased participation by these small businesses on County projects.)
2. Economic Development (Consulting, Construction, and Goods and Services) – Use requirements, incentives, plans, and alternative procurement delivery methods to increase the overall utilization of certified small, minority-, and woman-owned businesses in County contracts for goods and services, technical services, consulting, and construction services.	
3. Enabling Technology – Use the Diversity Compliance Management System, a cloud-based solution for contractor payment reporting, labor compliance monitoring, workforce reporting, and ESJ justice utilization goals to measure economic and workforce development results.	
4. Technical and Business Development Assistance – Provide education and guidance to small business owners to support starting and growing businesses, including business planning, operations, marketing, access to capital, employee recruitment, and specialty training (e.g., e-commerce).	

Lead: DES

Implementation support: DNRP, DLS, Public Health

Integration

Strategy 4

Integrate capital planning and monitoring to maximize multi-benefits.

Opportunity statement:

There is opportunity to more closely integrate capital improvement programs (CIPs) across departments and divisions for improved, multi-benefit capital delivery that will result in better habitat and water quality outcomes consistent with the Clean Water Healthy Habitat goals. Orienting programs toward six shared Clean Water Healthy Habitat goals will be more effective and efficient if the work of the capital programs is more integrated. Improvements in effectiveness and efficiency should lead to better, faster results that yield a higher return on public investments.

Currently, CIPs are standardized and coordinated through the Capital Project Management Working Group (CPMWG) and each program's project management manual. Different departments/divisions rely on different types of information and processes. There is inconsistent adherence to CPMWG, and the continuous improvement efforts exist in silos for specific projects or, at best, within individual CIPs. This strategic plan promotes integration of the capital programs by establishing a shared responsibility to deliver on the six Clean Water Healthy Habitat goals



ACTIONS	5-YEAR TARGETS
1. Develop a spatial data platform for better coordination between programs working within watersheds over the entire project life cycle. A shared platform will raise the visibility of capital information, programs, plans and projects, maintenance, and stewardship across work programs.	<ul style="list-style-type: none">• Countywide resource for information sharing and cross coordination of capital projects in the early planning and preliminary design phases to promote multi-benefit CIP delivery across all capital programs• Clear and specific guidelines and best practices document on how CIP teams should incorporate CWHH goals into early planning• Key performance measures and a system to monitor the implementation and outcomes from integration of CWHH goals into early planning• A reporting structure and frequency that would allow for regular review and input from subject matter experts and decision-makers on the progress of implementation• Training resource for CIP teams on these guidelines and best practices as well as the monitoring and reporting
2. Revise the project management manuals to orient toward shared goals for cost-effective and reliable budgeting, planning, and delivery of multi-objective projects and more standardization of terms, training, concepts, and decision-making processes.	
3. Formalize a continuous design improvement process that allows for sharing innovations, preserving knowledge, and collaboratively testing critical assumptions that affect risk, cost, and performance.	

Lead: CPMWG Leads, WLRD

Associated capital programs and implementation support: CPMWG members: Water and Land Resources Division (Stormwater Services, River and Floodplain Management Section [RFMS], Rural and Regional Services Section [RRSS]), Wastewater Treatment Division (WTD), Parks Division, Solid Waste Division (SWD), Road Services Division, Metro Transit Department, Facilities Management Division, King County International Airport, and the Office of Performance Strategy and Budget

Strategy 5

Integrate natural asset management.

Opportunity statement:

King County is in the process of defining and identifying our “natural assets.” In the meantime, natural assets are considered to be the stock of natural resources or ecosystems that we rely upon, manage, or that could be managed by King County that provide one or more ecosystem services benefiting people and contributing to ecological integrity of terrestrial and aquatic ecosystems. Natural assets can range in scale from features (e.g., a mature evergreen tree) to sites (e.g., the Green River Natural Area) to ecosystems (e.g., the Snoqualmie Forest).⁴¹

Natural assets may be constructed (e.g., restoration projects or green stormwater infrastructure projects), but should mimic the functions, processes, and conditions of a natural feature of similar type and scale found in a healthy ecosystem.

Natural assets are currently not addressed in any of the 20-plus independent infrastructure asset management systems used across the County. Natural assets are currently managed across many different departments and divisions, each with unique and specific program goals. There is no overall system in place to inform the “state” of assets comprehensively. If it existed, such a system could reliably inform maintenance, the balance of performance with life cycle costs, and help achieve a target “level of service” for water quality and habitat at a level of risk that is acceptable to stakeholders, neighbors, and regulators.



ACTIONS	5-YEARTARGETS
1. Work with acquisition, restoration, and land managers to describe levels of service, risk tolerance for each natural capital project, expectations associated with designs, and work to identify ongoing natural asset maintenance funding source to extend and sustain the benefits provided by the project.	<ul style="list-style-type: none">• Definition of natural assets for King County• Framework that links asset type to expected services provided• Inventory of King County's natural assets
2. Develop framework for natural assets and the services that they provide.	
3. Inventory natural assets based on public ownership. (Future analysis might include identification of the natural asset system, which could be comprised of both public and private assets.)	
4. Standardize planning and implementation of site maintenance (linked to the natural asset management strategy), effectiveness monitoring, and long-term stewardship to improve capacity and reliability and reduce waste while providing desired levels of service.	
5. Once inventory is complete, engage leadership to explore strategies for developing or adding on to asset management systems with natural asset information using the lessons learned from traditional infrastructure asset management systems (e.g., WTD). Concepts should include defining levels of service, identifying thresholds and goals for the portfolio's level of service, risk management, and identifying funding sources and amounts necessary to achieve the goal.	
6. Pursue third-party certifications to provide expectations for how assets should be maintained over time to achieve highest levels of service.	

Lead: Rural and Regional Services (WLRD)

Implementation support: DNRP/all, DLS

Associated programs: All programs that manage assets considered to be “natural”

Strategy 6

Shift the workplace culture to incentivize integration.

Opportunity statement:

Many current issues span multiple work programs across King County divisions and departments. The following issues could serve as the basis for more integration of those work programs:

- River and floodplain management
- Fish passage
- Open space management
- Drainage
- Bacterial source pollution
- Landslide response, reporting, and risk reduction
- Sea level rise
- Biodiversity (e.g., species and habitat work beyond salmon)
- Lake aquatic plant management
- Beach safety alerts



To integrate across work programs, more structure and networks are needed, including mechanisms to enable collaboration between programs and projects that have either funding limitations or restrictions on how funding can be used. Integration can also often be hampered by differing degrees of data integration (e.g., processes, platforms/systems, structure). Silos can result from the legal constraints on the use of different revenue sources. More management guidance may afford opportunities for collaboration.

ACTIONS	5-YEAR TARGETS
1. Develop and resource integration networks and teams with roles assigned, and communication defined, to research, analyze, and make recommendations on specific issues.	<ul style="list-style-type: none">• Dedicated or a mix of funding sources identified for integrated work• Geographic networks established• Requirements for annual work plans and budgets include integration expectations
2. Leverage ongoing work in discrete geographies and/or communities.	
3. Work with managers to define the percentage of time (and budget) employees define annual work plans that will include work integration.	
4. To support integrated work programs, identify how existing funds can be leveraged and explore the potential for new funding sources.	

Lead: DNRP

Implementation support: DLS

Associated programs: All

Strategy 7

Create integrated data tools.

Opportunity Statement:

DNRP's data systems need to be updated to improve program visibility and consistent information use and increase opportunities to collaborate on planning, activity tracking, engagement, monitoring, and lessons learned. The current systems are resulting in duplication of effort and reduced cost-effectiveness. Although programs may not fully integrate their lines of business, there is need for a critical review of what should be visible and shared across programs on a common platform. This will reduce the independent data management and monitoring approaches across programs.



This strategic plan establishes 30-year goals and measures that define equitable environmental success for King County. Per the 2019 Executive Order, agencies should be "...responsible for both service delivery by their individual agencies and joint delivery of Clean Water Healthy Habitat outcomes in collaboration with other County agencies." Standardization of these goals across King County systems will help programs consider how they can support Clean Water Healthy Habitat outcomes, even if it was previously outside of their work program or mission.

ACTIONS	5-YEAR TARGETS
1. Develop platform capabilities to support integrated planning and multi-benefit opportunities, including information on existing conditions and future priorities, and current and future monitoring technologies.	<ul style="list-style-type: none">• Unifying GIS Database for WLRD (WLRD Geodatabase)• Data Catalog, including ArcGIS Enterprise Portal and KCIT software selection• Cityworks Asset Management System• King County Hydrography Layers• Fish Passage Inventory• Capital Tracking Improvements• CRM (Customer Relationship Management) – Parcel Tracking System• Water Quality Benefits Evaluation results
2. Ensure that the platform allows for activity tracking that shows who the County has outreached to, when, and what followed.	
3. Ensure that platforms are adaptable to sustain ongoing operations of data teams and support integrated monitoring and standardized data management.	
4. Adaptively manage Water Quality Benefits Evaluation Tool.	

Lead: Stormwater Services (WLRD DNRP) and WLRD Data Team

Implementation support: DLS

Associated programs: Capital –RRSS, RFMS, Parks, SWD, Roads, Permitting, WTD

Standardization and Systems Approach

Strategy 8

Add multi-benefit criteria to King County grants and incentive programs.

Opportunity statement:

Although a number of DNRP's grants include "provides multi-benefits" as criteria, there are no standards for scoring multi-benefit projects. There is opportunity to better connect grants across stormwater, land conservation, and habitat restoration to help private landowners, King County municipalities, and other partners increase the clean water and healthy habitat benefits their properties can provide.



ACTIONS	5-YEAR TARGETS
1. Assess current grants and incentives criteria for whether or not they explicitly advance the six CWHH goals, including environmental outcomes, benefits to people, and racial inequities in outcomes. Adjust criteria where possible; focus on the goals more than associated measures, which are expected to evolve over time.	<ul style="list-style-type: none"> • Updated criteria and scoring standards • Technical assistance and spatial platform • Publication/platform for sharing stories from grant recipients • Metrics established • Outreach/cross-promotion on website tied to CWHH goals
2. Develop materials (e.g., technical assistance guide) and networks across grant and incentive programs to support information sharing, identification of opportunities, and improved technical assistance to applicants. Review grant eligibility criteria to identify opportunities for bundling multiple grants and other non-grant County funding into single projects (i.e., verify match eligibility).	
3. Develop spatial platform that allows stakeholders to easily identify priority areas in the County by incentive program and/or grant opportunity (e.g., RainWise priority basins).multiple grants and other non-grant County funding into single projects (i.e., verify match eligibility).	

Lead: DNRP grant program managers

Implementation support: None

Associated grant/incentive programs: RainWise, WaterWorks, Parks levy grants, Conservation Futures Program, Green Stormwater Infrastructure Incentive Program

Strategy 9

Update the Green Building Sustainable Infrastructure Scorecard.

Opportunity statement:

Since 2009, when King County created the Green Building Sustainable Infrastructure Scorecard, best management practices have improved. The scorecard needs to be updated to incorporate best practices and align with Clean Water Healthy Habitat 30-year goals. The Green Building Sustainable Infrastructure Scorecard is expected to be updated in 2021 to align with the updated SCAP, so it is timely to also include CWHH goals.

To be successful, the Clean Water Healthy Habitat Initiative depends on innovative problem solving and advancements in technology, data analytics and visualization, market mechanics, and novel partnerships to solve our most pressing environmental challenges. We also want to practice continuous improvement; in other words, to check and adjust model.



ACTIONS	5-YEAR TARGETS
1. Review scorecard credits for relevance to Clean Water, Healthy Habitat and redesign criteria to include CWHH goals in the update process that also consider ESJ, SCAP, resiliency, and adaptation.	<ul style="list-style-type: none">• 2021 – Review and develop scorecard credits and guidance language• Mid-2022 – Roll out new credits and provide training• 2023 – New credits will be online and used by projects
2. Consider how the natural asset management and environmental market strategies complement the scorecard.	
3. Provide support and training at CPMWG and review support tools (PRISM, guidance, checklists).	
4. Work with the office of Performance, Strategy and Budget to ensure that they deliver the new criteria to planners and budget staff across the enterprise.	

Lead: DNRP/SWD

Implementation support: DNRP/all, DLS

Associated programs: CPMWG, Green Building Team

Innovation

Strategy 10

Promote employee-generated innovation.

Opportunity statement:

There is opportunity to greatly increase support for employees to elevate their innovative ideas. By increasing opportunities for continuous improvement, we avoid entrenchment of status quo, and more effectively respond to complex challenges (climate, COVID-19, etc.). Supporting innovation empowers staff, supports diversity, improves employee engagement and morale, and is likely to increase efficiency and integration.



ACTIONS	5-YEAR TARGETS
1. Develop an employee-led “Innovation Panel” with a standard review process and rotating participation among employees.	<ul style="list-style-type: none">• Trial Innovation Panel pilot and a process created to test and refine innovation review• Employee recognition for participation• Database and training developed
2. Evolve the “Bright Ideas” program with lessons learned to a department-wide database that creates a transparent record of innovative ideas from employees and supports the Innovation Panel.	
3. Support innovations by managers charged with protecting County investments, staff safety, and project due diligence when ideas are backed by the Innovation Panel through the Lean maturity model, work plan development, technology support, and trainings.	
4. Provide incentives for work groups that are developing and forwarding innovative ideas (reward employees and their supervisors).	

Lead: DNRP Director’s Office

Implementation support: None

Associated programs: All

Strategy 11

Pursue innovative funding mechanisms.

Opportunity statement:

With concerns about the ever-increasing cost of living at the forefront in King County, we cannot continue to rely as much on utility rates for new policies and programs. The County, alongside city and nonprofit partners, has an opportunity to develop new policies and programs that could bring about substantial new or reprioritized funding streams. In addition, developing new mechanisms, such as markets, will address the concern that regulatory frameworks often constrain water quality or habitat benefits by mandating uniform approaches that can be more expensive and less beneficial than off-site work.

Regulations and policy—both internal and external—guide how we invest public dollars, do long-term planning, manage land use, and implement projects. The Clean Water Healthy Habitat Initiative intends for King County to use science and technical analysis to identify changes in natural resource management capable of delivering the best outcomes. The intent of this strategy is to examine and challenge internal and external laws, regulations, policies, and barriers that prohibit the County from achieving the best environmental results in the near and long term.



ACTIONS	5-YEAR TARGETS
1. Explore adjustments to existing governmental funding sources, including convening a strategy group to address long-term funding for Conservation Futures Tax, per recommendations by LCI Advisory Committee and Open Space Equity Cabinet. Solutions could include a state legislative action, voter initiative, or other alternatives.	<ul style="list-style-type: none"> • Strategy for Conservation Futures Tax implemented • Transfer of Development Rights policies reshaped
2. Expand and improve environmental markets, including: <ul style="list-style-type: none"> • Consider adding more Transfer of Development Rights incentives for salmon habitat. • Work with the Carbon Credit program to explore the feasibility of certifying private forest owners. • Explore the feasibility of a Stormwater In-Lieu Fee program. • Explore opportunities to use recycled water to recharge aquifers, enhance wetlands, or augment stream flow through generation of credits for permit-exempt wells. • Identify options to blend King County market programs on the same parcels for maximum environmental gain. 	<ul style="list-style-type: none"> • Private landowner feasibility completed for Carbon Credit program • Stormwater In-Lieu Fee program developed • Recycled water market explored • Connections between environmental markets established • Mitigation programmatic approach for fish passage projects with co-manager support
3. Explore access to new financing techniques through private-public partnerships, environmental impact bonds that deploy private capital, and other novel approaches.	

Lead: DNRP market programs leads and the LCI team

Implementation support: All that could have a need to mitigate for capital project impacts

Existing programs and markets: Forest Carbon Program, Transfer of Development Rights, Fish Passage Restoration Program

Potential programs and markets: Stormwater In-Lieu Fee, stormwater flow credit, Recycled Water Program

Outcome-Driven Decision-Making: Regulations and Policy

Strategy 12

Develop regulatory alternatives for improved environmental outcomes.

Opportunity statement:

Regulations often establish a standard to address a condition in the same way at every location, which can lead to a limited water quality or habitat benefit. They can force in-place work, a specific technology, or a one-size-fits-all approach, resulting in more expensive solutions for less benefit than other solutions, such as off-site work, could offer. Additionally, some regulatory frameworks are outdated and do not consider climate or equity impacts and are not the most durable and efficient solutions.

Many regulations presume that best management practices are delivering the best outcomes, but actual outcomes are not evaluated. Few incentives in the current regulatory framework promote innovation or prioritize the most important problems or most impactful actions. Moreover, regulations only apply to actions that follow the rule development and may not address problems or sources pre-dating or outside of the rules. Through this strategy, there is opportunity to assess the best outcomes believed possible followed by an assessment of how best to achieve those outcomes, working closely with partners and regulators.

ACTIONS	5-YEAR TARGETS
1. Explore point source and non-point source nutrient reduction alternatives such as offsets or trading in King County and Puget Sound-wide in marine and fresh water.	<ul style="list-style-type: none">• Mitigation programmatic approach for fish passage projects with co-manager support• Nutrient regulation flexibility• Approved Clean Water Plan• Renegotiated Consent Decree• Implementation of test case using stakeholder-approved Fish, Farm, Flood (FFF) variable width buffer recommendations in the Snoqualmie Agricultural Production District
2. Explore suites of programs and projects regardless of political jurisdiction through the Clean Water Plan and Stormwater Investment Plan processes that could offer better water quality outcomes than those currently being achieved.	
3. Develop alternatives that would allow jurisdictions with combined sewer overflows to implement an integrated water quality improvement plan to achieve equivalent or better water quality outcomes.	
4. To deliver the greatest habitat gains in the shortest amount of time while fulfilling responsibilities to tribal nations, work with co-managers and partners to develop a process that allows jurisdictions to redirect funds from high cost, low habitat value fish passage barrier remedies to high-priority, high habitat gain barrier remedies.	
5. Review findings of the FFF Regulatory and Buffer Task Force for synergistic local and state actions that could improve or protect water quality and habitat while also supporting food security and production goals.	

Lead: The Executive Office and DNRP

Implementation support: The Executive Office

Associated programs: Clean Water Plan team, Combined Sewer Overflow Program, Water Quality Benefits Evaluation tool, Stormwater Services, Fish Passage Restoration Program, FFF

Strategy 13

Develop and implement a DNRP/DLS interdepartmental work plan and policy framework.

Opportunity statement:

This strategy creates a framework for improved interdepartmental coordination, collaboration, and efficiency between DNRP and DLS to achieve better clean water and healthy habitat outcomes.

DNRP and the DLS Road Services Division coordinate regularly across capital planning and project delivery for stormwater, fish passage, restoration, and other programs. Coordination is critical to align prioritization and funding of projects and programs. This strategy will better integrate work across both departments.

The DLS Permitting and Road Services divisions and several DNRP divisions work together on behalf of a variety of environmental outcomes, including delivery of DNRP capital projects; identification of best available science to inform County action; ensuring that environmental protection is factored into the King County Comprehensive Plan land use policies and subsequent land use decisions; and protection of open spaces, including agriculture and forestry. Currently, interdepartmental coordination takes place on an as-needed basis and there is no formal interdepartmental structure or process in place to hold programs accountable for achieving desired outcomes. Anticipated DNRP/DLS interdepartmental coordination within the next five years includes at least the following actions:

- Amend King County code to support unincorporated King County road projects addressing frequently flooded roads, while improving habitat;
- Amend code to improve agricultural drainage while protecting fish habitat;
- Create efficient permitting pathways for habitat, multi-benefit, and public safety projects;
- Improve compliance with shoreline protections;
- Evaluate alternatives for DNRP to demonstrate compliance with regulations for discrete activities such as habitat, flood, and shoreline regulations;
- Identify categories of restoration and multi-benefit flood-risk reduction actions that provide for efficient DNRP/DLS outcomes;
- Investigate alternative permitting pathways that provide for joint DNRP/DLS permitting responsibilities for restoration projects;
- Amend King County code to align green stormwater infrastructure permits and landscaping requirements; and
- Improve coordination and oversight of stormwater site plans.

ACTIONS	5-YEAR TARGETS
<p>1. Create a DNRP/DLS interdepartmental team to generate an annual DNRP/DLS interdepartmental work plan, to be approved at the department leadership level, with explicit staffing, timelines, roles, and expectations, to address the following:</p> <ul style="list-style-type: none">• Clarify the intended approach and dedicated resources (e.g., task force) for integrated capital and programmatic work.• Identify, advance, and achieve shared legislative priorities—policy, regulatory or code changes—in the interdepartmental work plan, as informed by County leadership, interdepartmental work programs, and the work of the Agency Review Team.• Implement the Agency Review Team and accompanying standard processes to expedite the permitting phases of DNRP/DLS capital projects.	<ul style="list-style-type: none">• Annual work plans identified, sufficiently resourced, and completed• Shared capital and programmatic goals developed and completed• Shared legislative agenda developed and completed

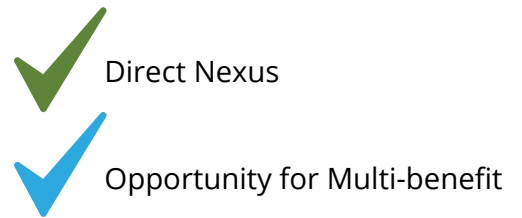
Lead: DNRP/DLS **Implementation support:** TBD



IMPLEMENTATION

Beginning in 2021, everyone from the County Executive to managers to frontline employees will begin implementing the Clean Water Healthy Habitat strategies. Given the upstream nature of the strategies, implementation will be varied across the enterprise. Employees from the Department of Natural Resources and Parks will continue to monitor the progress of strategies toward the five-year implementation targets. Accountability will be tracked through implementation plans, key programs' annual work plans, and an annual review of progress. At the end of the first five-year period (2025), the targets will be evaluated, and strategies will be adjusted or updated based on lessons learned.

The implementation of individual actions and the five-year update will be done in coordination with the 2025 Strategic Climate Action Plan to continue to strengthen alignment across climate preparedness and building resilient communities. There will be a deliberate effort to reduce duplication because there are many synergies and actions across the two plans that focus on the same programs. The status of measures will also be updated every five years, working with functional plans that are expected to contribute to progress.



Functional Plans						
Clean Water Plan	✓	✓	✓	✓	✓	
Long Term Control Plan		✓	✓	✓		
Sediment Management Plan (WTD)				✓		
Salmon Recovery Plans	✓	✓	✓	✓	✓	✓
Surface Water Investment Strategy		✓	✓		✓	✓
Solid Waste Comprehensive Plan		✓		✓		
Fish Passage Restoration Program		✓			✓	
Flood Hazard Management Plan	✓		✓		✓	✓
King County Comprehensive Plan	✓		✓		✓	✓
30-Year Forest Health Plan	✓	✓	✓		✓	✓
Local Hazardous Waste Plan		✓		✓		
Parks Open Space Plan		✓	✓	✓	✓	✓
Pollution Identification and Control		✓		✓		
Land Conservation Initiative	✓	✓	✓		✓	✓
Strategic Climate Action Plan	✓	✓	✓		✓	✓
Hazard Mitigation Plan	✓		✓			✓

King County already has plans and programs. The matrix on the previous page shows the current understanding of where plans and programs across the enterprise that address water quality and habitat are expected to support progress toward each of the six goals of the Clean Water Healthy Habitat Strategic Plan. The ability to deliver on multiple goals and the progress toward attaining those goals will be assessed over time. Where there has been little progress, assumptions will be reconsidered and updates will be made.

BEFORE Clean Water Healthy Habitat



AFTER Clean Water Healthy Habitat



As shown in the graphic above, the success of the strategic plan will also depend on those leading plans and programs to deliberately expand the focus of their current work. Where possible, plans and programs should attempt to reach beyond the traditional services delivered to find multi-benefit opportunities. The shared sense of responsibility to widen the focus to accelerate and improve upon multiple goal areas will ensure a successful path forward.



Oversight

The Clean Water Healthy Habitat Leadership Team will continue to meet through 2025 with added support from the Department of Local Services and the King County Executive Office. The leadership team will be responsible for assessing progress and approving changes in direction with ongoing strategies as well as identifying and securing resources needed for effective implementation.

Funding

Insufficient funding is a chronic constraint on environmental work. The County has to be mindful of affordability issues while also identifying actions that are the highest priorities for investment. As strategies are implemented, there are likely to be unforeseen costs. These needs will be identified and addressed, either by shifting funding to the greatest need, developing creative funding solutions, or leveraging and optimizing existing resources where possible.

Partner Engagement

The commitment of the first five years of the Clean Water Healthy Habitat Strategic Plan is twofold: to be dedicated to better outcomes through addressing urgent needs and demonstrating that a large government with siloed work can become more integrated. As the principles, goals, and strategies are applied throughout the enterprise, we will turn our attention to external partners. Because of the systems-nature of environmental work, success is only possible with close, ongoing collaboration. By working with regulatory agencies, tribes, local governments, communities, and nonprofit partners to leverage investments toward the best and most equitable outcomes, it will be possible to achieve success across jurisdictions and, increasingly, across the Puget Sound region.



CONCLUSION

The Clean Water Healthy Habitat Initiative constitutes a promise to deliver better, faster results that yield a higher return on public investments. This strategic plan will guide work over the next five years according to five principles in the Executive Order: equitable investments, integration, systems change, innovation, and outcome-driven decision-making. The people of King County should be engaged to help refine—and, over time, even revise and revamp—the goals affecting their lives and uniting us all. And, as this strategic plan is implemented, the people of King County have a right to equitable benefits from our pursuit of shared, universal goals. Targeted action is needed to identify and eliminate racial inequities in how these universal benefits accrue to people. Our success depends on all employees embracing a new way of doing business.

Through the Clean Water Healthy Habitat Initiative, a legion of public servants—the employees of King County—are empowered to deliver to residents the promises made by the initiative. This strategic plan is a call to action for those public servants to help advance the Clean Water Healthy Habitat initiative with their work programs. They are empowered to collaborate and share bright, new ideas with others, and to have decision-makers respond to those ideas in a creative process. By sharing information and spreading good ideas, new opportunities will be revealed, helping others in their work, accelerating progress, and generating cost savings. Employees are also empowered to explore new funding sources because shared goals are hard to reach through efficiencies alone. Lastly, and most importantly, in some cases employees are empowered to challenge regulations when they act as barriers instead of bridges to shared goals. The needs are urgent, and we are totally committed to achieving the goals without delay.

As the Clean Water Healthy Habitat Initiative is implemented, adjusted, and improved upon over time, King County will solidify its role as a leader in environmental work, supported by evidence, targeted to undermine inequities created by systemic racism, and led by priorities co-created with communities. The collective effort will address the County's core obligation to protect and restore clean water and healthy habitat through regional land use decisions, transportation operations, utility management, and pollution prevention and cleanup. As King County pivots to new ways of achieving better outcomes, we will work with partners to move toward regional success. If successful, we will achieve a lasting legacy in the form of improved water quality and green spaces to protect the health and well-being of the County's 2.25 million residents, tribal treaty rights, and the iconic species that call this region home.

Notes

- ¹ Also known as ecosystem services, these are services derived from clean water and healthy habitat that produces good outcomes for people
- ² Forest cover has held steady in rural parts of King County over recent decades, while forest cover in cities declined from 23 to 18 percent from 1992–2016 (a loss of more than 10,000 acres). Forest cover in urban unincorporated areas saw a greater decline, from 37 to 29 percent on average (a loss of approximately 2,000 acres). Although rural forest cover is steady, the health or condition of those forests is lacking, preventing future losses in cover while accommodating a [projected increase](#) of nearly 800,000 new households in the Puget Sound region by 2050. Additional pressure on rural forests and unincorporated areas may result from shifts in housing patterns driven by remote workers, whose numbers have abruptly increased in response to the COVID-19 pandemic.
- ³ Frumkin, H., G. Bratman, S.J. Breslow, B. Cochran, P. Kahn Jr., J. Lawler, P. Levin, P. Tandon, U. Varanasi, K. Wolf, and S. Wood. 2017. Nature contact and human health: A research agenda. Environmental Health Perspectives.
- ⁴ Other plans including the Land Conservation Initiative, Open Space Equity Cabinet Reports, and SCAP share the goal of preventing displacement and gentrification, though specifics have yet to be worked out.
- ⁵ A. Dale and L.L. Newman. Sustainable development for some: Green urban development and affordability. Local Environment. Vol. 14, No. 7, August 2009, 669–681; A. Rigolona and J. Németh. “We’re not in the business of housing:” Environmental gentrification and the nonprofitization of green infrastructure projects. Cities: The International Journal of Urban Policy and Planning. 2018.03.016
- ⁶ Quality green space is defined as land that: (1) is open, safe, and inviting to the public; (2) remains mostly vegetated to provide opportunities for nature contact; (3) is restored and maintained to contribute to public and environmental health; and (4) includes culturally relevant, developed infrastructure that encourages community use without compromising the environmental values of the land.
- ⁷ King County, through the Land Conservation Initiative, selected the distance indicators used as a measurable proxy for this walkability indicator. One-quarter mile was used as a proxy for a 10-minute walk in areas within the King County Urban Growth Boundary. For portions of the County outside of the Urban Growth Boundary, a two-mile radius was used as a proxy for a 10-minute drive.
- ⁸ The County refined mapping of priority open space equity areas through in-depth and independent community engagement and outreach work.
- ⁹ Together, the SCAP and Land Conservation Initiative aim to invest at least \$160 million in opportunity area acquisitions over the next 30 years.
- ¹⁰ The 30-Year Forest Plan will address issues related to forest condition and outlines seven priorities: climate, forest health, urban forest canopy, human health, salmon habitat, water quality and quantity, and sustainable timber industry.
- ¹¹ Currently, more than 50 percent of stream site B-IBI scores are “good” or “excellent.” Across all sites monitoring annually, more than 50 percent of stream miles are improving (upward trend in B-IBI) and approximately 25 percent are degrading. Streamflow flashiness (RBI) is getting better (i.e., declining) at 40 percent of the flow measurement stations and getting worse (i.e., increasing) at 38 percent of stations.

- ¹² Benthic Index of Biotic Integrity. Biological condition of stream sites and their surrounding habitat based on the diversity and relative abundance of the benthic (bottom dwelling) macroinvertebrates. Ten measures of biological condition are scored and summarized as the B-IBI, which ranges from a score of 0, indicating a very poor stream condition, to 100, indicating excellent condition.
- ¹³ Some of King County's water bodies, especially Puget Sound, also receive nutrients from human sources outside of King County. Those external nutrient sources are beyond the scope of the Clean Water Healthy Habitat Initiative.
- ¹⁴ Forty-two percent of streams in King County have elevated and/or increasing nutrient concentrations; of these, 38 percent are improving (i.e., have decreasing nutrient concentrations). This target focuses on high nutrient levels because they are known to be problematic; low nutrient levels are not a known environmental problem and so are not the focus of this target.
- ¹⁵ Currently, no groundwater monitoring stations or drinking-water systems have elevated nitrate concentrations.
- ¹⁶ One-third of small lakes in the county have concerns due to high and/or increasing chlorophyll concentrations; 30% of small lakes have improving (decreasing) trends in chlorophyll. Lakes Washington and Sammamish have improved substantially since wastewater discharges were removed from these lakes in the 1960s, and nutrients have generally stabilized since at least the 1980s.
- ¹⁷ King County's marine water quality monitoring data indicate that dissolved oxygen conditions in areas of the Central Basin of the sound are generally healthy and stable without detectable increasing or decreasing trends over time.
- ¹⁸ Thirty-seven small lakes are monitored through the volunteer Lake Stewardship program. They include a range of urban to rural watersheds, but are not a representative subset of lakes in the County. Some of the lakes with high chlorophyll concentration may be due to natural factors; this is an important data gap.
- ¹⁹ The issue here is how nutrients, under certain conditions, contribute to low dissolved oxygen and nuisance or toxic algae blooms. In fresh waters of King County, reliable evidence suggests nutrients have negative impacts responsive to nutrient controls. In Puget Sound, however, a large portion of nutrients enter with ocean waters, so long-term changes in water circulation drive dissolved oxygen levels. Human impacts are believed to be small by comparison.
- ²⁰ Currently, Washington State Department of Health has fish consumption advisories limiting the amount of meals of certain fish and Dungeness crab that can safely be eaten because of PCBs or, in the case of rockfish, because of mercury. These advisories include King County waters such as Elliott Bay, the Central Basin of Puget Sound, Duwamish River, Lake Washington, and Green Lake. The advisories differ per water body, but all have some limitation on consumption for health risks due to PCBs or mercury.
- ²¹ As of August 26, 2020, 71.4 percent of classified shellfish beds in King County are open. Trends may be evaluated using Washington State Department of Health data. King County has two major efforts that are meant to maintain and upgrade shellfish beds: Poverty Bay Shellfish Protection District and the Vashon-Maury Pollution Identification and Correction Project. As of 2020, the Vashon-Maury project is thought to have improved water quality by correcting failing septic systems. Subsequently, 493 acres of shellfish harvesting areas have reopened.

- ²² Floodplain function is assessed using connectivity to floods, land cover, and land use for the rivers of Puget Sound. In many cases, connectivity also means the river channel can migrate and adjust over time. Areas that have natural land cover and unrestricted river flow are expected to be the most functional and provide the most ecosystem services. Floodplain areas with non-natural land cover and restricted river flow due to constraints (e.g., roads, railroads, levees) will have impaired or loss of floodplain function.
- ²³ Trend analysis will be challenging because of missing data and data of questionable quality at times due to the difficulty of collecting continuous data over a wide network.
- ²⁴ Juvenile salmonid survival across King County is mixed. Here we focus on Chinook and kokanee, which have been at dangerously low abundances for several decades. Juvenile Chinook survival in the Snoqualmie River over the past eight to 10 years is not known, but the number of juvenile Chinook outmigrating from the Snoqualmie River from 2017–2019 was at least double that of each of the previous 10 years. In the Green-Duwamish River watershed, there are no discernible trends in juvenile Chinook survival. Juvenile Chinook survival (as measured by egg-to-migrant survival, including tiny fry and medium-sized parr) out of the Middle Green River has averaged 6.76 percent over the last 10 years; however, fry-type migrants experience very low survival after leaving the Middle Green River and are significantly underrepresented in adult spawners. Young kokanee salmon in the Lake Sammamish watershed in both the stream and lake environments is highly variable between years. While the long-term survival trend in streams is generally stable, the long-term survival trend in Lake Sammamish is likely downward. In the Lake Washington/Cedar/Lake Sammamish Watershed, average juvenile Chinook egg-to-migrant survival in both the Cedar River and Bear Creek surpassed 2025 salmon population goals over the last 10 years. However, in a 20-year study, juvenile parr migrating from the Cedar River and Bear Creek show severely low and worsening survival rates through Lake Washington and the Lake Washington Ship Canal. Young kokanee salmon in the Lake Sammamish watershed in both the stream and lake environments is highly variable between years. While the long-term survival trend in streams is generally stable, the long-term survival trend in Lake Sammamish is likely downward.
- ²⁵ Nearshore habitat is also critical for Chinook salmon, especially in the Green-Duwamish River, and accordingly this habitat is addressed in the Resilient Marine Shorelines goal.
- ²⁶ There are an estimated 1,000 fish passage barriers that King County owns or operates. Of these, 200 to 400 existing barriers likely would need to be remedied to restore access to two-thirds of the stream habitat that they block salmon from reaching. Since 2000, King County has remedied 175 County barriers. The pace of fish passage restoration by the County was highest in 2002–2005 when the County had an annual average of 17 fish passage restoration projects. Since 2010, the County has remedied an average of five barriers annually. In 2019, the County initiated the Fish Passage Restoration Program with the goal of significantly accelerating the rate and habitat benefits of restoring fish passage at County barriers. The program goal aligns with the Clean Water Healthy Habitat goal of restoring access to salmon habitat by 2050, and will be achieved by increasing the investment and pace of barrier removals that provide the best habitat outcomes.
- ²⁷ Treaty Rights at Risk, A Report from the Treaty Indian Tribes in Western Washington, July 14, 2011.
- ²⁸ <https://nwifc.org/member-tribes/treaties/>
- ²⁹ For the treaty right to have meaning, there must be fish to harvest (<https://nwifc.org/wp-content/uploads/downloads/2014/10/understanding-treaty-rights-final.pdf>)

- ³⁰ The goal of better fish habitat encompasses White River Spring Chinook as they are a valuable component of the Puget Sound Fall Chinook recovery effort. They are not included in the survival targets because the County's ability to affect this population is mostly limited to Boise Creek, which is not believed to be a critical source of mortality limiting the population.
- ³¹ Based on relationships for other barrier inventories, King County should be able to achieve this by remedy of less than half of the County barrier inventory (a caveat is that accounting for non-County barriers makes defining this trickier). The scope of the Fish Passage Restoration Program is focused on salmon, which aligns with Washington State's obligations under the culvert case and a general emphasis on anadromous species. Non-anadromous fish are undoubtedly important, but areas outside of anadromy are not in the current scope.
- ³² Approximately 70 miles of King County's 104-mile coastline is armored.
- ³³ Evidence from 2018 indicates there has been a net increase in armoring.
- ³⁴ In 2019, a GIS assessment identified 689 structures (primarily buildings) at least partially within the high hazard zone. These structures intersected 627 parcels, 518 with on-site sewage systems and 40 with a sewer connection. Fifty-five were vacant, and 14 were parks or tracts owned by Washington State or others.
- ³⁵ Available from King County Rivers and Floodplain Management Section. Ask for the 2011 Vashon-Maury Sea Level Rise map.
- ³⁶ Section 11 of the 2015 Puget Sound State of Knowledge report summarized research to date on climate change and eelgrass in Puget Sound; eelgrass is not expected to be at risk where beaches have room to migrate, though trends in eelgrass are difficult to measure.
- ³⁷ In unincorporated King County, most new armoring is being done with emergency practices, possibly to save time and reduce costs, or is done without permits.
- ³⁸ Assumptions: less structures infer less risk of loss for coastal residents and businesses; new development will follow existing code to minimize risks for coastal residents and businesses.
- ⁴⁰ As defined by FEMA [NFIP](#).
- ⁴¹ Draft definition that draws heavily on materials developed by the David Suzuki Foundation.

Acknowledgments

Many King County staff members contributed to the development of the Clean Water Healthy Habitat Strategic Plan. Additional thanks to those not listed who were involved. We are grateful for the time and insights contributed by individuals from the Puget Sound Partnership (Alexandra Doty, Don Gourlie, Nathalie Hamel, Leah Kintner, and Elene Trujillo) and the University of Washington (Sara J. Breslow and Kathy Wolf).

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Photos provided by:

Michael Friel, Kelly Keenan, Rose Lina, James Neely, Triten Pamphlet-Gardner, and King County staff.

Alternate formats available upon request.

Please call 206-263-3722 or TTY: 711.



King County

Shannon Braddock

King County Executive

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www.kingcounty.gov

June 25, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits the King County Clean Water Healthy Habitat Strategic Plan 2020-2025 and a Motion accepting this plan. Section 377 of Ordinance 19881 adopting the 2024 King County Comprehensive Plan Update requires that “[no] later than June 30, 2025, the executive shall transmit the thirty-year forest plan, clean water healthy habitat strategic plan, and wildfire risk reduction strategy to the council, along with motions accepting each document.”

The King County Clean Water Healthy Habitat Strategic Plan was developed to enhance coordination and collaboration across county departments to deliver the best outcomes for clean water, habitat, and communities. Executive Order LUD-12-2-EO called for departments to develop clean water and healthy habitat 30-year goals and a roadmap for prioritized investments across departments.

The purpose of the Clean Water Healthy Habitat Strategic Plan, published in 2020, is to align the County’s work around existing functional plans and empower employees to deliver faster, better results in their work with residents, businesses, Tribes, customers, partners, other governments, and nonprofit organizations. The 2020 strategic plan presents measurable 30-year goals that represent environmental success and benefit all people, including, and especially, marginalized communities. The plan also lays out strategies that guide departments to achieve better and faster results, incorporate equity practices, and yield higher returns on public investments across ongoing and future work.

The Clean Water Healthy Habitat Strategic Plan highlights the value of environmental investments being better integrated across King County. It also highlights opportunities to

The Honorable Girmay Zahilay

June 25, 2025

Page 2

better meet cross-programmatic environmental goals while increasing benefits to all King County residents.

If your staff have questions, please contact John Taylor, Director, Department of Natural Resources and Parks, at 206-477-4602.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Braddock".

for

Shannon Braddock
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive

Stephanie Pure, Council Relations Director, Office of the Executive

Lauren Smith, Director, Office of Regional Planning

Chris Jensen, Comprehensive Planning Manager, Office of Regional Planning

John Taylor, Director, Department of Natural Resources and Parks

Abby Hook, Lead, Clean Water Healthy Habitat Initiative

Ordinance/Motion: 2025-XXXX

Title: Clean Water Healthy Habitat Strategic Plan 2020-2025

Affected Agency and/or Agencies: Water and Land Resources Division, Department of Natural Resources and Parks

Note Prepared By: Kris Nielsen

Date Prepared: 4/4/2025

Note Reviewed By: Ashley Evans

Date Reviewed: 4/7/2025

Description of request:

--

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
TOTAL			0	0	0

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	0	0	0

Does this legislation require a budget supplemental? Yes/No

Notes and Assumptions:



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	9	Name:	Erin Auzins
Proposed No.:	2025-0171	Date:	September 8, 2025

SUBJECT

Proposed Ordinance 2025-0171 would authorize the Executive to enter into interlocal agreements with school districts that opt to collect school impact fees.

SUMMARY

Following adoption of the new school impact fee formula with Ordinance 19965, Proposed Ordinance 2025-0171 would modify the interlocal agreement (ILA) with the school districts to incorporate the changes made by the Ordinance.

Striking Amendment S1 would make technical and clarifying edits to the Proposed Ordinance.

BACKGROUND

The Washington State Growth Management Act (GMA) authorizes local jurisdictions to collect impact fees as a method of financing public facilities that are necessary as a result of new growth and development. All public facilities that are financed with impact fees are required to be part of the capital facilities element of a jurisdiction's comprehensive land use plan.

King County administers the school impact fees by assessing and collecting fees from residential developers in unincorporated King County, on behalf of each school district that chooses to participate. The fees are calculated every year based on a number of factors including student enrollment rates, changes in district's building plans, new residential growth, and state reimbursement.

The capital facilities plans are reviewed by the School Technical Review Committee, and impact fees based on those plans are adopted by the King County Council. School impact fees adopted by King County apply to developments that construct new dwelling units in unincorporated areas and do not apply to:

- Nonresidential development;
- Senior assisted living units;
- Reconstruction, remodeling, or replacement of existing dwelling units;

- Emergency housing uses and community residential facilities;
- Temporary dwellings for medical hardship; and
- Accessory dwelling units.

The underlying formula that establishes school impact fees is based on analysis that each school district completes based on providing enough capacity for elementary, middle, and high schools for the expected population growth. If there is not enough capacity, and capital improvements are needed to meet the growth, then the school districts are authorized to charge an impact fee using the adopted formula.

A major factor in the school impact fee formula is student generation rates. Student generation rates are based on actual or averaged counts of students generated from recent residential development for each type of school or grade span (elementary, middle, and high school). This generation rate is the basis for the fee, and is then multiplied by acquisition cost, construction costs (for permanent and temporary facilities), at each grade span. There are deductions for state credits and tax payment credits, and credits if a developer makes actual capital improvements. The resulting fee is divided in two, and the developer is responsible for their half.

In 2023, Engrossed Second Substitute Senate Bill (ESSSB) 5258 was adopted by the state legislature to require school impact fee formula and schedules to "reflect the proportionate impact of new housing units, including multifamily and condominium units, based on the square footage, number of bedrooms, or trips generated, in the housing unit in order to produce a proportionately lower impact fee for smaller housing units."

On August 26, 2025, the Council adopted Ordinance 19965, which implements ESSSB 5258 for the County's school impact fee program. The primary substantive change require that student generation rates be established based on the size of the dwelling units and type of dwelling unit. The Ordinance includes six different categories for different sizes and types of dwelling units. This replaced the formula that had two categories: single detached units and multiunit residential units.

The categories are:

- Single detached units with three or more bedrooms;
- Single detached units with two or fewer bedrooms;
- Duplex-houseplex-townhouse units (which also includes cottage housing units) with three or more bedrooms;
- Duplex-houseplex-townhouse units with two or fewer bedrooms;
- Apartment units with two or more bedrooms; and
- Apartment units with one bedroom or fewer.

Other substantive changes in the Ordinance include:

- Adding a maximum fee of \$5,000 for middle housing and apartment units.
- Allowing vesting of school impact fees at the time of a complete application.
- Setting school impact fees on a two-year basis, replacing an annual update requirement. The Ordinance includes an option to amend the with an annual amendment fee if there are unforeseen issues or to lower the fee.

- Removing County discretion in approval of exemptions for school impact fees for affordable housing units.
- Requiring a housing impact analysis with each cycle of the school capital facility plans and school impact fees.
- The new fee formula will be effective until with 2027 rate, which will be adopted in 2026, to allow time for the extra work required with the new formula. However, the maximum fee will apply to multifamily units in 2026.

ANALYSIS

The ILA transmitted by the Executive sets the terms for the school impact fees, including:

- Responsibilities of the District: This section includes requirements for submittal of capital facility plans on a 2-year cycle; authorization for the County to collect school impact fees on behalf of the district and transfer the funds to the district; authorized expenditures for the revenue collected; refunding; reporting requirements; records compliance; and SEPA compliance.
- Responsibilities of the County: This section includes review of capital facility plans on a 2-year cycle; allowances for annual amendments; how to manage revenue collected; reporting requirements; refunds; exemptions and adjustments to school impact fees; and technical assistance.
- Duration and Termination: The ILA states that the agreement, once executed, is in place until a party terminates the agreement, and establishes a method for termination.
- Indemnification: Standard indemnification language is included.
- Audit: This section includes provisions for records retention, monitoring and evaluation cooperation.
- Miscellaneous: There are also standard miscellaneous provisions prohibiting third party beneficiaries, recording of the agreement, dispute resolution, amending the ILA, severability, interpretation of the agreement, and nondiscrimination.

AMENDMENT

Striking Amendment S1 would make technical and clarifying edits to the Proposed Ordinance.

INVITED

- Jim Chan, Division Director, Permitting Division, Department of Local Services
- Dan Cardwell, Principal Planner, Permitting Division, Department of Local Services

ATTACHMENTS

1. Proposed Ordinance 2025-0171 with its attachment
2. Striking Amendment S1 with its attachment

3. Transmittal Letter
4. Fiscal Note
5. Executive's Summary of Proposed Ordinance relating to School Impact Fees
Interlocal Agreement



KING COUNTY
Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0171.1

Sponsors Perry

1 AN ORDINANCE authorizing the executive to execute
2 interlocal agreements with school districts for continued
3 collection of school impact fees.

4 STATEMENT OF FACTS:

5 1. Chapter 36.70A RCW and chapter 82.02 RCW ("the act"), which
6 authorizes the collection of impact fees on development activity to provide
7 public school facilities to serve new development.

8 2. The act requires that impact fees may only be collected for public
9 facilities that are addressed by a capital facilities element of a
10 comprehensive land use plan.

11 2. King County has enacted Ordinances 9785 and 10162 for the purpose
12 of implementing the act.

13 3. The Washington state Legislature has amended the act's authority
14 related to impact fees several times since its original enactment and King
15 County has adopted an ordinance for the purpose of implementing the act's
16 2023 amendments in Chapter 337, Laws of Washington 2023.

17 4. King County and the school districts that the county collects impact
18 fees for entered into agreements for the collection, distribution, and
19 expenditure of school impact fees in the early 1990s ("the original ILAs").

20 5. King County and the school districts intend for these updated
21 agreements ("the ILAs") to restate and replace the original ILAs in their
22 entirety to implement changes as a result of Chapter 337, Laws of
23 Washington 2023.

24 6. Upon adoption of the school districts' capital facilities plans as a
25 subelement of the capital facilities element of the King County
26 Comprehensive Plan, the county will collect impact fees upon certain new
27 residential developments on behalf of the districts as agreed to in the
28 ILAs.

29 7. King County and the school districts enter into the ILAs in accordance
30 with the state Interlocal Cooperation Act, chapter 39.34 RCW, for the
31 purposes of collection, distribution, and expenditure of the authorized
32 impact fees.

33 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

34 SECTION 1. The executive is hereby authorized to execute interlocal agreements

- 35 with school districts that King County collects impact fees, in substantially the form of
36 the template in Attachment A to this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. Interlocal Agreement Template

ATTACHMENT A

INTERLOCAL AGREEMENT

BETWEEN

KING COUNTY

AND

[ENTER SCHOOL DISTRICT NAME] RELATING TO THE

COLLECTION, DISTRIBUTION, AND

EXPENDITURE

OF SCHOOL IMPACT FEES

THIS INTERLOCAL AGREEMENT RELATING TO THE COLLECTION, DISTRIBUTION, AND EXPENITURE OF SCHOOL IMPACT FEES ("Agreement") is made and entered into this date by and between King County, a home rule charter county in the State of Washington, (the "County") and **[Enter SCHOOL DISTRICT Name]** ("District"), a municipal corporation/political subdivision in the State of Washington.

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991 RCW 36.70A et seq. and RCW 82.02 et seq. (the "Act"), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, King County had adopted Ordinances Nos. 10162 and 9785 for the purpose of implementing the Act; and

WHEREAS, the State Legislature has amended the Act's authority related to impact fees several times since its original enactment and King County has adopted Ordinance Nos. **[Enter Impact Fee Methodology Ordinance No. and ILA Authorization Ordinance No.]** for the purpose of implementing the Act's 2023 amendments (SB 5258); and

WHEREAS, the County and the District entered into an agreement for the collection, distribution, and expenditure of school impact fees in the early 1990s (the "Original ILA"); and

WHEREAS, the County and the District intend for this Agreement to restate and replace the Original ILA in its entirety; and

WHEREAS, upon adoption of the District's Capital Facilities Plan as a subelement of the capital facilities element of the King County Comprehensive Plan, King County will collect impact fees upon certain new residential developments on behalf of the District; and,

WHEREAS, the COUNTY and the DISTRICT enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administrating and distributing the authorized impact fees;

NOW THEREFORE, in consideration of the terms and provisions herein and the above recitals which are incorporated into this Agreement and other valuable consideration, the sufficiency of which is hereby acknowledged, the County and the District agree to the above recitals and the following:

1. General Agreement; Restated. The County and the District agree to comply with the terms of this Agreement which governs the collection, distribution, and expenditure of school impact fees. The Parties recognize that this Agreement restates and replaces in whole the Original ILA and that, once fully executed, the Parties will look solely to this Agreement with regard to the subject matter. The terms of the Original ILA shall apply to activities and impact fees collected and expended prior to the date of this Agreement.

2. Responsibilities of the District.

2.1. Submittal of Six-Year Capital Facilities Plan. Except as otherwise allowed in subsection 3.2, for the update process occurring in 2026 for fees effective on January 1, 2027, and every two years thereafter, the District shall electronically submit to the chair of the school technical review committee a draft six-year capital facilities plan (Plan) and a final Plan that meets the requirements of the Act, King County Code (K.C.C.) 21A.43, and K.C.C. 21A.28.152A.1. through 5., as may be amended from time to time, on or before May 15, and June 30, respectively.

2.2 Collected Impact Fees. The District authorizes King County, as Treasurer for the District, to maintain a District Impact Fee Fund in which impact fee revenues, interest revenues, transfers of impact fees to the District Capital Projects Fund or Debt Service Fund will be recorded.

2.3 Transfer of Funds. The District will request transfers from the County Agency Fund, established in Section 3.3 of this Agreement, to the District Capital Projects Fund or Debt Service Fund by the District uploading an electronic spreadsheet or document in the format requested by King County to King County's preferred finance system. The request to King County shall include a certification that the District has expended or will expend the funds on facilities identified in the District's Plan, which has been adopted by King County as a sub-element of the capital facilities element of the King County Comprehensive Plan, or for expenditures authorized by K.C.C. 21A.43, as may be amended. The District shall provide to King County a list of individuals authorized to certify requests for transfers.

2.3.1 Warrant Issuance. The District shall issue a warrant or warrants for the funds prior to submitting a request to King County for transfer or issue a warrant or warrants for the funds within five days after the funds have been transferred into the District's Capital Projects Fund or Debt Service Fund. The District may request that King County transfer funds on a date certain, and such request shall be submitted to King County at least five days prior to the date certain.

2.3.2 Authorized Expenditures. The District shall expend fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by K.C.C. 21A.43, as may be amended from time to time, related to facilities identified in the District's Plan as adopted by King County as a sub-element of the capital facilities element of the King County Comprehensive Plan.

2.3.3 Refunding. The District shall refund fees and interest earned on impact fees which have been disbursed to the District Capital Projects Fund or Debt Service Fund pursuant to Section 2.3 and Section 3.6 of this Agreement when a refund is required under applicable law; including but not limited to (1)

when the proposed development activity does not proceed and no impact to the District has resulted, unless the District determines that it has expended or encumbered the fees in good faith prior to the application for a refund, (2) when the impact fees or interest earned on impact fees are not expended or encumbered within the time limits established by law, (3) when the school impact fee program is terminated, (4) when a refund is required under applicable law, or (5) when either party terminates this Agreement. The District shall reimburse the County's administrative costs of processing refunds that are a result of the District's acts, errors, or omissions.

2.4 Annual Reporting. The District shall prepare an annual report in accordance with the requirements of RCW 82.02.070 and K.C.C. 21A.43.090, as may be amended from time to time, showing the system improvements that were financed in whole or in part by impact fees and the amount of funds expended. The District's annual report shall be sent to the chair of the King County School Technical Review Committee, King County Department of Local Services, on or before April 1 of each year for the preceding calendar year.

2.5 Account and Record Maintenance. The District shall maintain all accounts necessary to ensure accounting for all impact fees and compliance with this Agreement, the Act, and K.C.C. 21A.43, as may be amended from time to time.

2.6 Compliance with State Environmental Policy Act. The District shall ensure its Plan is in compliance with the State Environmental Policy Act, Chapter, 43.21C RCW.

3. Responsibilities of the County.

3.1 Six-Year Capital Facilities Plan. The County shall conduct its review and action on the District's Plan and impact fee schedule for the District in a timely manner.

3.2 Off-Cycle Six-Year Capital Facilities Plan Update. In the event the District needs the County to adopt an amendment to its Plan to address an unforeseen critical issue prior to the next update required in subsection 2.1, the District may request an amendment be considered by the County. In the event of a requested amendment, the District shall electronically submit the materials listed in K.C.C. 21A.28.152 A.1. through 5., as may be amended from time to time, to the chair of the school technical review committee created under K.C.C. 21A.28.154. The capital facilities plan may only be amended once per calendar year unless the District's board of directors declares, and the county finds, that an emergency exists consistent with the requirements in K.C.C. 20.18.030.A.1., as may be amended from time to time.

3.3 Collected Impact Fees. The County shall deposit all impact fees collected on behalf of the District and interest earned thereon in a County Agency Fund with specific organizational identity for the District. Funds received by King County Department of Local Services - Permitting Division, or succeeding agency, and attributed to impact fees shall not be available for transfer to the District before the point in the development process when the fee is due as set forth K.C.C. 21A.43.050, as may be amended from time to time, and full payment has been made. Interest shall be calculated by procedures set forth under K.C.C. 21A43.090.

3.4 Cash Balances. The County shall invest cash balances in the County Agency Fund through its Department of Executive Services, Finance and Business Operations Division, or succeeding agency. King

County shall distribute the District's pro-rata share of the County Agency Fund interest earnings on the first of the following month to the District's County Agency Fund.

3.5 Reports.

3.5.1 Monthly Reports. The County shall generate and make available a report monthly to the District on the amount of impact fees and interest attributed to the District in the County Agency Fund.

3.5.2 Annual Report. As required under K.C.C. 21A.43.090, the County, based on the report submitted by the District pursuant to Section 2.4 of this Agreement, shall prepare a report on each impact fee account showing the source and amount of all moneys collected, earned, or received, and capital or system improvements that were financed in whole or in part by the impact fees.

3.6 Interfund Transfer. An Interfund Transfer from the County Impact Fee Fund to the District Capital Projects Fund or Debt Service Fund shall be completed upon a District uploading a spreadsheet or document in the format requested by King County to King County's preferred finance system. King County shall transfer the funds within five days of the date of the District's request or on the date certain requested by the District, provided that the date certain is at least five days after the date of the request. King County, as Treasurer for the District, will not charge the District any fees or penalties for overdrafts on the District's Capital Projects Fund or Debt Service Fund caused by King County's failure to timely comply with this requirement.

3.7 Refunds. The County shall refund impact fees and interest earned on impact fees which are held in the County Agency Fund when a refund is required under applicable law or when this Agreement is terminated by either party. The District shall reimburse the County's administrative costs of processing refunds that are a result of the District's acts, errors, or omissions as set forth under Section 2.3.3. of this Agreement.

3.8 Exemptions and Adjustments.

3.8.1 Low-Income Exemptions. The County shall determine whether applicants for low-income exemptions approved by the District are qualified pursuant to K.C.C. 21A.43.080, as may be amended from time to time.

3.8.2 Other Exemptions. The County shall determine whether applicants are excluded from the application of the impact fee pursuant to K.C.C. 21A.43.070 A., as may be amended from time to time.

3.8.3 Adjustments. The County shall process adjustments pursuant K.C.C. 21A.43.070(E) and (F), as may be amended from time to time.

3.9 Permit/Demographic Information. The County shall cooperate with the District and assist the District in determining student generation factors of new developments and/or document demographic similarities between school districts within King County.

4. Agreement Administration. The [Insert Title], or authorized designee, and the Superintendent of the District, or authorized designee, shall administer this Agreement.

5. Duration. This Agreement shall be effective when executed by both parties and shall remain in effect until terminated pursuant to Section 7. of this Agreement.

6. Termination. Either party may terminate this Agreement with thirty (30) days advance written notice of the intent to terminate to the other party at the address listed below, with such termination occurring no earlier than the completion of all refunds required pursuant to Section 2.2.3 or Section 3.7, as applicable.

7. Indemnification. The parties acknowledge that King County is vested with the authority to impose and collect school impact fees. The parties agree that, except as specifically provided herein, King County shall in no event be liable to the District for the payment of money in connection with the school impact fee program, with the exception of remitting to the District the impact fees collected on behalf of the District and the interest earned thereon. Notwithstanding the generality of the foregoing, the parties agree to the following indemnification provisions given the mutual obligations related to operation of the school impact fee program:

a. The District shall, at its own cost and expense, protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents, from any and all costs, claims, suits, judgments or awards of damages, including attorney fees, arising out of or in any way resulting from the acts or omissions of the District, its officers, employees or agents, relating to its duties under this Agreement or the District's participation in the King County school impact fee program pursuant to [King County Ordinance X], all as may be amended from time to time; provided, however, that if the District offers to defend, the District shall not be liable for any of King County's attorney's fees or litigation costs incurred after such offer to defend is made.

b. King County shall, at its own cost and expense, protect, defend, indemnify and hold harmless the District, its officers, employees, or agents, from that portion of any and all costs, claims, suits, judgments or awards of damages resulting from King County's (by its officers, employees, agents or representatives) failure to perform its duties under this Agreement or the terms of [King County Ordinance X], all as may be amended from time to time; provided, however, that if King County offers to defend, King County shall not be liable for any of the District's attorney's fees or litigation costs incurred after such offer to defend is made; and provided further that the parties agree that any liability created by King County's performance of its duties under this Agreement or under the terms of [King County Ordinance X] be satisfied first out of any impact fees attributable to the activity out of which the liability arises that have been collected by King County on behalf of the District for the particular development activity at issue, and only in the event that such impact fees collected for the particular development activity at issue are insufficient, shall King County be liable to satisfy the liability.

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

The provisions of this Section shall survive the termination of this Agreement.

8. Audit.

8.1 Record Retention. The books, records, and documents with respect to all matters covered by this Agreement shall be maintained in accordance with the Secretary of State's records retention requirements for governments in the state of Washington and shall be subject at all times to inspection,

review, or audit by the Parties and/or federal/state officials so authorized by law during the term of this Agreement and six (6) years after termination hereof.

8.2 District Cooperation. The District agrees to cooperate with any monitoring or evaluation activities conducted by King County that pertain to the subject of this Agreement. The District agrees to allow King County, or appropriate state agencies and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours, all of the District's records with respect to all matters covered by this Agreement. King County and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials payrolls, and record of matters covered by this Agreement. King County will give at least fifteen calendar days advance notice to the District of fiscal audits to be conducted.

8.3 Audit Results. The results and records of said audit shall be maintained and disclosed in accordance with Chapter 42.17. RCW.

9. Miscellaneous

9.1 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

9.2 Filing/Website. A completed copy of this Agreement shall be recorded with the King County Recorder's Office. It shall be listed by subject on the County's website or other electronically retrievable public source and the District may include it on its website.

9.3 Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

9.4 Dispute Resolution. If either party believes the other party has failed to comply with the terms of this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to do so, it shall be forwarded for discussions to the highest executive of each party. If this process fails to resolve the matter within thirty (30) days after such referral, a party may then pursue any legal remedy available to it or the parties may agree to submit the matter to mediation. If the parties submit the matter to mediation and the matter is not resolved, then the aggrieved party shall be entitled to pursue any legal remedy available.

9.5 Amendments. This Agreement may be amended or modified, and such an amendment shall become effective only when the parties have executed a written addendum to this Agreement signed by the parties.

9.6 Entire Agreement. Subject to Section 1 above, the written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other

representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

9.7 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

9.8 Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.9 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

9.10 Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

9.11 Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

9.12 Nondiscrimination. The parties shall comply with the nondiscrimination requirements under federal and state laws.

9.13 No Assignment. No party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement.

9.14 Public Records Act. Each party shall be responsible for responding to public disclosure requests addressed to the specific party in accordance with the Public Records Act (RCW 42.56).

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and shall be effective as of last date signed by both parties.

Shannon Braddock

King County Executive

Date: _____

[Insert Name]

Superintendent

[District Name]

Date: _____

<h1>S1</h1>

9/8/25

Striker

[E. Auzins]

Sponsor: PerryProposed No.: 2025-0171

1 **STRIKING AMENDMENT TO PROPOSED ORDINANCE 2025-0171, VERSION**

2 **1**

3 On page 1, beginning on line 4, strike everything through page 3, line 36, and insert:

4 "STATEMENT OF FACTS:

5 1. Chapter 36.70A RCW and chapter 82.02 RCW ("the act") authorize the

6 collection of impact fees on development activity to support funding of

7 public school facilities to serve new development.

8 2. The act requires that impact fees only be collected for public facilities

9 that are addressed by a capital facilities element of a comprehensive land

10 use plan.

11 3. King County enacted Ordinances 9785 and 10162 to implement the act

12 for the collection of school impact fees.

13 4. The Washington state Legislature has amended the act's authority

14 related to impact fees several times since its original enactment and King

15 County has enacted Ordinance 19965 for the purpose of implementing the

16 act's 2023 amendments in Chapter 337, Laws of Washington 2023, for the

17 collection of school impact fees.

18 4. King County and the school districts that the county collects impact
19 fees for entered into agreements for the collection, distribution, and
20 expenditure of school impact fees in the early 1990s ("the original ILAs").
21 The council authorized the executive to enter into these agreements in
22 Motion 8742.

23 5. King County and the school districts intend for these updated
24 agreements ("the ILAs") to restate and replace the original ILAs in their
25 entirety to implement changes as a result of Chapter 337, Laws of
26 Washington 2023. This ordinance will replace the authorization granted
27 in Motion 8742.

28 6. Upon adoption of the school districts' capital facilities plans as a
29 subelement of the capital facilities element of the King County
30 Comprehensive Plan, the county will collect impact fees upon certain new
31 residential developments on behalf of the districts as agreed to in the
32 ILAs.

33 7. King County and the school districts enter into the ILAs in accordance
34 with the state Interlocal Cooperation Act, chapter 39.34 RCW, for the
35 purposes of collection, distribution, and expenditure of the authorized
36 impact fees.

37 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

38 SECTION 1. The executive is hereby authorized to execute interlocal agreements
39 with school districts that King County collects impact fees, in substantially the form of
40 the template in Attachment A to this ordinance."

41

42 Strike Attachment A, Interlocal Agreement Template, and insert Attachment A, Interlocal

43 Agreement Template, updated September 8, 2025

44

45 The clerk is directed to insert the enactment number into the adopted Ordinance, and in

46 Attachment A in the fourth WHEREAS clause.

47

48 **EFFECT prepared by E. Auzins: Striking Amendment S1 makes clarifying and**

49 **technical changes, incorporating changes made in Ordinance 19965 that updated**

50 **the school impact fee formula, to the Proposed Ordinance and Attachment A.**

INTERLOCAL AGREEMENT
BETWEEN
KING COUNTY
AND
[ENTER SCHOOL DISTRICT NAME] RELATING TO THE
COLLECTION, DISTRIBUTION, AND
EXPENDITURE
OF SCHOOL IMPACT FEES

THIS INTERLOCAL AGREEMENT RELATING TO THE COLLECTION, DISTRIBUTION, AND EXPENITURE OF SCHOOL IMPACT FEES ("Agreement") is made and entered into this date by and between King County, a home rule charter county in the State of Washington, (the "County") and [Enter SCHOOL DISTRICT Name] ("District"), a municipal corporation/political subdivision in the State of Washington.

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991 RCW 36.70A et seq. and RCW 82.02 et seq. (the "Act"), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, King County had adopted Ordinances Nos. 10162 and 9785 for the purpose of implementing the Act; and

WHEREAS, the State Legislature has amended the Act's authority related to impact fees several times since its original enactment and King County has adopted Ordinance 19965 and ILA Authorization Ordinance XXXXX (Proposed Ordinance 2025-0171) for the purpose of implementing the Act's 2023 amendments (E2SSB 5258); and

WHEREAS, the County and the District entered into an agreement for the collection, distribution, and expenditure of school impact fees in the early 1990s (the "Original ILA") originally authorized by Motion 8742; and

WHEREAS, the County and the District intend for this Agreement to restate and replace the Original ILA in its entirety; and

WHEREAS, upon adoption of the District's Capital Facilities Plan as a subelement of the capital facilities element of the King County Comprehensive Plan, King County will collect impact fees upon certain new residential developments on behalf of the District; and,

WHEREAS, the COUNTY and the DISTRICT enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administrating and distributing the authorized impact fees;

NOW THEREFORE, in consideration of the terms and provisions herein and the above recitals which are incorporated into this Agreement and other valuable consideration, the sufficiency of which is hereby acknowledged, the County and the District agree to the above recitals and the following:

1. General Agreement; Restated. The County and the District agree to comply with the terms of this Agreement which governs the collection, distribution, and expenditure of school impact fees. The Parties recognize that this Agreement restates and replaces in whole the Original ILA and that, once fully executed, the Parties will look solely to this Agreement with regard to the subject matter. The terms of the Original ILA shall apply to activities and impact fees collected and expended prior to the date of this Agreement.

2. Responsibilities of the District.

2.1. Submittal of Six-Year Capital Facilities Plan. Except as otherwise allowed in subsection 3.2, for the update process occurring in 2026 for fees effective on January 1, 2027, and every two years thereafter, the District shall electronically submit to the chair of the school technical review committee a draft six-year capital facilities plan (Plan) and a final Plan that meets the requirements of the Act, King County Code (K.C.C.) chapter 21A.43, and K.C.C. 21A.28.152A.1. through 5., as may be amended from time to time, on or before May 15, and June 30, respectively.

2.2 Collected Impact Fees. The District authorizes King County, as Treasurer for the District, to maintain a District Impact Fee Fund in which impact fee revenues, interest revenues, transfers of impact fees to the District Capital Projects Fund or Debt Service Fund will be recorded.

2.3 Transfer of Funds. The District will request transfers from the County Agency Fund, established in Section 3.3 of this Agreement, to the District Capital Projects Fund or Debt Service Fund by the District uploading an electronic spreadsheet or document in the format requested by King County to King County's preferred finance system. The request to King County shall include a certification that the District has expended or will expend the funds on facilities identified in the District's Plan, which has been adopted by King County as a subelement of the capital facilities element of the King County Comprehensive Plan, or for expenditures authorized by K.C.C. 21A.43, as may be amended from time to time. The District shall provide to King County a list of individuals authorized to certify requests for transfers.

2.3.1 Warrant Issuance. The District shall issue a warrant or warrants for the funds prior to submitting a request to King County for transfer or issue a warrant or warrants for the funds within five days after the funds have been transferred into the District's Capital Projects Fund or Debt Service Fund. The District may request that King County transfer funds on a date certain, and such request shall be submitted to King County at least five days prior to the date certain.

2.3.2 Authorized Expenditures. The District shall expend fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by K.C.C. 21A.43, as may be amended from time to time, related to facilities identified in the District's Plan as

adopted by King County as a sub-element of the capital facilities element of the King County Comprehensive Plan.

2.3.3 Refunding. The District shall refund fees and interest earned on impact fees which have been disbursed to the District Capital Projects Fund or Debt Service Fund pursuant to Section 2.3 and Section 3.6 of this Agreement when a refund is required under applicable law; including but not limited to (1) when the proposed development activity does not proceed and no impact to the District has resulted, unless the District determines that it has expended or encumbered the fees in good faith prior to the application for a refund, (2) when the impact fees or interest earned on impact fees are not expended or encumbered within the time limits established by law, (3) when the school impact fee program is terminated, (4) when a refund is required under applicable law, or (5) when either party terminates this Agreement. The District shall reimburse the County's administrative costs of processing refunds that are a result of the District's acts, errors, or omissions.

2.4 Annual Reporting. The District shall prepare an annual report in accordance with the requirements of RCW 82.02.070 and K.C.C. 21A.43.090, as may be amended from time to time, showing the system improvements that were financed in whole or in part by impact fees and the amount of funds expended. The District's annual report shall be sent to the chair of the King County School Technical Review Committee, King County Department of Local Services, on or before April 1 of each year for the preceding calendar year.

2.5 Account and Record Maintenance. The District shall maintain all accounts necessary to ensure accounting for all impact fees and compliance with this Agreement, the Act, and K.C.C. chapter 21A.43, as may be amended from time to time.

2.6 Compliance with State Environmental Policy Act. The District shall ensure its Plan is in compliance with the State Environmental Policy Act, Chapter, 43.21C RCW.

3. Responsibilities of the County.

3.1 Six-Year Capital Facilities Plan. The County shall conduct its review and action on the District's Plan and impact fee schedule for the District in a timely manner.

3.2 Off-Cycle Six-Year Capital Facilities Plan Update. In the event the District needs the County to adopt an amendment to its Plan to address an unforeseen critical issue prior to the next update required in subsection 2.1, the District may request an amendment be considered by the County in accordance with the schedule in K.C.C. 20.18.060.B.1, as may be amended from time to time. In the event of a requested amendment, the District shall electronically submit the materials listed in K.C.C. 21A.28.152 A.1. through 5., as may be amended from time to time, to the chair of the school technical review committee created under K.C.C. 21A.28.154, as may be amended from time to time. The capital facilities plan may only be amended once per calendar year unless the District's board of directors declares, and the county finds, that an emergency exists consistent with the requirements in K.C.C. 20.18.030.A.1., as may be amended from time to time.

3.3 Collected Impact Fees. The County shall deposit all impact fees collected on behalf of the District and interest earned thereon in a County Agency Fund with specific organizational identity for the District. Funds received by King County Department of Local Services - Permitting Division, or succeeding agency, and attributed to impact fees shall not be available for transfer to the District before

the point in the development process when the fee is due as set forth K.C.C. 21A.43.050, as may be amended from time to time, and full payment has been made. Interest shall be calculated by procedures set forth under K.C.C. 21A.43.090, as may be amended from time to time.

3.4 Cash Balances. The County shall invest cash balances in the County Agency Fund through its Department of Executive Services, Finance and Business Operations Division, or succeeding agency. King County shall distribute the District's pro-rata share of the County Agency Fund interest earnings on the first of the following month to the District's County Agency Fund.

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3.5.1 Monthly Reports. The County shall generate and make available a report monthly to the District on the amount of impact fees and interest attributed to the District in the County Agency Fund.

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3.8 Exemptions and Adjustments.

3.8.1 Low-Income Exemptions. The County shall determine whether applicants for low-income exemptions approved by the District are qualified pursuant to K.C.C. 21A.43.080, as may be amended from time to time.

3.8.2 Other Exemptions. The County shall determine whether applicants are excluded from the application of the impact fee pursuant to K.C.C. 21A.43.070.A., as may be amended from time to time.

3.8.3 Adjustments. The County shall process adjustments pursuant K.C.C. 21A.43.070.E.and F., as may be amended from time to time.

3.9 Permit/Demographic Information. The County shall cooperate with the District and assist the District in determining student generation factors of new developments and/or document demographic similarities between school districts within King County.

4. Agreement Administration. The Director of the Department of Local Services, or authorized designee, and the Superintendent of the District, or authorized designee, shall administer this Agreement.

5. Duration. This Agreement shall be effective when executed by both parties and shall remain in effect until terminated pursuant to Section 6. of this Agreement.

6. Termination. Either party may terminate this Agreement with thirty (30) days advance written notice of the intent to terminate to the other party at the address listed below, with such termination occurring no earlier than the completion of all refunds required pursuant to Section 2.2.3 or Section 3.7, as applicable.

7. Indemnification. The parties acknowledge that King County is vested with the authority to impose and collect school impact fees. The parties agree that, except as specifically provided herein, King County shall in no event be liable to the District for the payment of money in connection with the school impact fee program, with the exception of remitting to the District the impact fees collected on behalf of the District and the interest earned thereon. Notwithstanding the generality of the foregoing, the parties agree to the following indemnification provisions given the mutual obligations related to operation of the school impact fee program:

7.1. District to Hold Harmless. The District shall, at its own cost and expense, protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents, from any and all costs, claims, suits, judgments or awards of damages, including attorney fees, arising out of or in any way resulting from the acts or omissions of the District, its officers, employees or agents, relating to its duties under this Agreement or the District's participation in the King County school impact fee program pursuant to [King County Ordinance X], all as may be amended from time to time; provided, however, that if the District offers to defend, the District shall not be liable for any of King County's attorney's fees or litigation costs incurred after such offer to defend is made.

7.2 County to Hold Harmless. King County shall, at its own cost and expense, protect, defend, indemnify and hold harmless the District, its officers, employees, or agents, from that portion of any and all costs, claims, suits, judgments or awards of damages resulting from King County's (by its officers, employees, agents or representatives) failure to perform its duties under this Agreement or the terms of [King County Ordinance X], all as may be amended from time to time; provided, however, that if King County offers to defend, King County shall not be liable for any of the District's attorney's fees or litigation costs incurred after such offer to defend is made; and provided further that the parties agree that any liability created by King County's performance of its duties under this Agreement or under the terms of [King County Ordinance X] be satisfied first out of any impact fees attributable to the activity out of which the liability arises that have been collected by King County on behalf of the District for the particular development activity at issue, and only in the event that such impact fees collected for the particular development activity at issue are insufficient, shall King County be liable to satisfy the liability.

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

The provisions of this Section shall survive the termination of this Agreement.

8. Audit.

8.1 Record Retention. The books, records, and documents with respect to all matters covered by this Agreement shall be maintained in accordance with the Secretary of State's records retention requirements for governments in the state of Washington and shall be subject at all times to inspection, review, or audit by the Parties and/or federal/state officials so authorized by law during the term of this Agreement and six (6) years after termination hereof.

8.2 District Cooperation. The District agrees to cooperate with any monitoring or evaluation activities conducted by King County that pertain to the subject of this Agreement. The District agrees to allow King County, or appropriate state agencies and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours, all of the District's records with respect to all matters covered by this Agreement. King County and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials payrolls, and record of matters covered by this Agreement. King County will give at least fifteen calendar days advance notice to the District of fiscal audits to be conducted.

8.3 Audit Results. The results and records of said audit shall be maintained and disclosed in accordance with Chapter 42.17. RCW.

9. Miscellaneous.

9.1 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

9.2 Filing/Website. A completed copy of this Agreement shall be recorded with the King County Recorder's Office. It shall be listed by subject on the County's website or other electronically retrievable public source and the District may include it on its website.

9.3 Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

9.4 Dispute Resolution. If either party believes the other party has failed to comply with the terms of this Agreement, the parties shall attempt to resolve the matter informally. If the parties are unable to do so, it shall be forwarded for discussions to the highest executive of each party. If this process fails to resolve the matter within thirty (30) days after such referral, a party may then pursue any legal remedy available to it or the parties may agree to submit the matter to mediation. If the parties submit the

matter to mediation and the matter is not resolved, then the aggrieved party shall be entitled to pursue any legal remedy available.

9.5 Amendments. This Agreement may be amended or modified, and such an amendment shall become effective only when the parties have executed a written addendum to this Agreement signed by the parties.

9.6 Entire Agreement. Subject to Section 1 above, the written terms and provisions of this Agreement, together with any Exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

9.7 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

9.8 Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.9 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of this Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

9.10 Non-Exclusive Agreement. The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations.

9.11 Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

9.12 Nondiscrimination. The parties shall comply with the nondiscrimination requirements under federal, state, and county laws.

9.13 No Assignment. No party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement.

9.14 Public Records Act. Each party shall be responsible for responding to public disclosure requests addressed to the specific party in accordance with the Public Records Act (RCW 42.56).

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and shall be effective as of last date signed by both parties.

Shannon Braddock
King County Executive

Date: _____

[Insert Name]
Superintendent
[District Name]

Date: _____



King County

Shannon Braddock

King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194

TTY Relay: 711

www.kingcounty.gov

June 9, 2025

The Honorable Girmay Zahilay
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that would, if enacted, authorize execution of interlocal agreements with school districts for which King County collects impact fees. This legislation replaces the existing interlocal agreements made in the early 1990s between King County and school districts. A proposed companion Ordinance that would bring the County into conformance with Revised Code of Washington (RCW) 82.02.060, requires these agreements to be updated, was transmitted to the Council in April and is currently under review.

The 1990 Growth Management Act (GMA) passed by the Washington State Legislature authorized the collection of impact fees to help fund school construction. The GMA through the Revised Code of Washington 82.02.060 requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan. King County adopts capital facility plans and collects impact fees for 13 school districts in King County. The signed agreements govern the coordination and responsibilities of the subject parties in the collection, distribution, and expenditure of the fees.

In developing the proposed interlocal agreement template, the Department of Local Services collaborated with a representative of several school districts for which King County collects impact fees.

Thank you for your consideration of this proposed Ordinance.

If your staff have questions, please contact Leon Richardson, Director, Department of Local Services, at 206-263-3332.

The Honorable Girmay Zahilay

June 9, 2025

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Karan Gill', written over a horizontal line.

for

Shannon Braddock

King County Executive

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive

Dwight Dively, Director, Office of Performance, Strategy and Budget

Stephanie Pure, Council Relations Director, Office of the Executive

Leon Richardson, Director, Department of Local Services

Jim Chan, Division Director, DLS Permitting Division

Ordinance/Motion:	2025-XXXX
Title:	AN ORDINANCE authorizing the executive to execute a interlocal agreements with school districts for continued colle
Affected Agency and/or Agencies:	DLS-Permitting Division
Note Prepared By:	Dan Cardwell, DLS-Permitting
Date Prepared:	3/25/2025
Note Reviewed By:	
Date Reviewed:	

Description of request:

The proposed Ordinance authorizes the Executive to execute interlocal agreements with school districts that King County collects impact fees for, in substantially the form of an attached template. This legislation is needed to replace the existing interlocal agreements made in the early 1990s between King County and school districts. A separate proposed Ordinance would bring the County into conformance with RCW 82.02.060, which requires these agreements to be updated.

Revenue to:

Agency	Fund Code	Revenue Source	2023-2024	2025	2026-2027
None		NONE ¹	0	0	0
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2023-2024	2025	2026-2027
None		NONE ¹	0	0	0
TOTAL			0	0	0

Expenditures by Categories

	2023-2024	2025	2026-2027
	0	0	0
TOTAL	0	0	0

Does this legislation require a budget supplemental? No

Notes and Assumptions: ¹ This legislation does not change any expenditures or revenues of King County. School impact fees are collected by King County (DLS-Permitting Division) and remitted to the school districts' respective custodial funds. The signed agreements govern the coordination and responsibilities of the subject parties in the collection, distribution, and expenditure of the fees. King County and the school districts intend for these updated agreements to restate and replace the existing agreements in their entirety.

Summary of Proposed Ordinance Authorizes the Executive to Execute Interlocal Agreements with School Districts for Continued Collection of School Impact Fees.

This summary fulfills Washington State Growth Management Act and King County Code (K.C.C.) 20.18.100 requirements for a “plain language summary.”

The 1990 Growth Management Act (Act) passed by the Washington State Legislature authorized the collection of impact fees to help fund school construction. The Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan. In the early 1990s the county and the school districts which the county collects impact fees signed interlocal agreements (ILAs). The signed agreements govern the coordination and responsibilities of the subject parties in the collection, distribution, and expenditure of the fees. A separate ordinance which brings the county into conformance with RCW 82.02.060 requires these agreements to be updated. The county and the districts intend for these updated agreements to restate and replace the existing ILAs in their entirety and conformance with RCW 82.02.060. Attachment A provides an interlocal agreement template that provides the form of the interlocal agreements.

Ordinance Section	King County Code Section	Current Code	Proposed Change	Intent/Rationale
1	n/a	n/a	Authorizes the King County Executive to execute interlocal agreements with school districts where the county collects impact fees.	The agreement is a coordination instrument identifying the county's and school districts' responsibilities in the collection, distribution, and expenditure of the fees.



King County

Metropolitan King County Council Local Services and Land Use Committee

STAFF REPORT

Agenda Item:	10	Name:	Erin Auzins
Proposed No.:	2025-0268	Date:	September 8, 2025

SUBJECT

Proposed Ordinance 2025-0268 would modify an allowance for "doctor's offices/outpatient clinic" use as an outright Permitted use in the R-24 and R-48 zones, with development conditions.

SUMMARY

The King County Code currently allows "doctor's offices/outpatient clinics" within the residential zones, either as an outright Permitted use, or with a Conditional use Permit. Proposed Ordinance 2025-0268 would add an allowance in the R-24 and R-48 zones outside of the urban area as a Permitted use, subject to the development conditions.

BACKGROUND

King County Code 21A.08.045 establishes the allowances for a "doctor's office/outpatient clinic." This use is currently allowed, either as an outright Permitted use, or with a Conditional use Permit, in the R-12 through R-48 zones, with development conditions:

SIC #	SPECIFIC LAND USE	R-12 – R-48
801-04	Doctor's Office/Outpatient Clinic	P4 P5 C6 C7

4. Outside the urban area, only as a reuse of a public school facility and subject to K.C.C. chapter 21A.32. Before filing an application with the department, the applicant shall hold a community meeting in accordance with K.C.C. 20.20.035.

5. Only in the urban area.

6. Outside of the urban area, only as a reuse of a surplus nonresidential facility subject to K.C.C. chapter 21A.32.

7. Outside of the urban area, subject to the requirements in K.C.C. 21A.12.250.

The Code defines a doctor's office/outpatient clinic use to include SIC Codes 801 through 804. This would include medical doctors, dentists, osteopathic doctors, and "other" health practitioners, such as chiropractors and optometrists.

Industry Group 801: Offices And Clinics Of Doctors Of Medicine

- 8011 [Offices and Clinics of Doctors of Medicine](#)

Industry Group 802: Offices And Clinics Of Dentists

- 8021 [Offices and Clinics of Dentists](#)

Industry Group 803: Offices And Clinics Of Doctors Of Osteopathy

- [8031 Offices and Clinics of Doctors of Osteopathy](#)

Industry Group 804: Offices And Clinics Of Other Health Practitioners

- 8041 [Offices and Clinics of Chiropractors](#)
- 8042 [Offices and Clinics of Optometrists](#)
- 8043 [Offices and Clinics of Podiatrists](#)
- 8049 [Offices and Clinics of Health Practitioners, Not Elsewhere Classified](#)

ANALYSIS

Proposed Ordinance 2025-0268 would add an allowance to the Permitted Use tables for a "doctor's office/outpatient clinic" outside of the urban area. It would allow this use as an outright Permitted use, subject to development conditions.

These conditions would limit the allowance to:

- The R-24 and R-48 zones;
- As a reuse of a surplus nonresidential facility; and
- Only if served by public sewer.

Proposed Ordinance 2025-0268 would also exempt this allowance from K.C.C. 21A.12.250, which establishes location, use, and parking limitations on doctor's office/outpatient clinic uses outside the urban area.

INVITED

- Jim Chan, Division Director, Permitting Division, Department of Local Services

ATTACHMENTS

1. Proposed Ordinance 2025-0268



KING COUNTY

Signature Report

ATTACHMENT 1
1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Ordinance

Proposed No. 2025-0268.1

Sponsors Mosqueda

1 AN ORDINANCE related to doctors office/outpatient
2 clinic uses; and amending Ordinance 19881, Section 162,
3 as amended, and K.C.C. 21A.08.045 and Ordinance 16267,
4 Section 30, as amended, and K.C.C. 21A.12.250.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Ordinance 19881, Section 162, as amended, and K.C.C.

7 21A.08.045 are hereby amended to read as follows:

8 A. Health care services and residential care services land uses.

SIC #	SPECIFIC LAND USE	A	F	M	RA (I)	UR	R-1	R-4 – R-8	R-12 – R- 48	NB	CB	RB	O	I
	HEALTH CARE SERVICES													
801-04	Doctor's Office/Outpatient Clinic				C2	P2 C		P3 P4 C5 C6 C7	P4 P5 C6 C7	P	P	P	P	P
806	Hospital							C2	P8 C2		P	P	C	
807	Medical/Dental Lab										P	P	P	P

808-09	Miscellaneous Health									P	P	P	
*	Social Services				P2	P2	P2	P2	P	P	P	P	P
					C	C	C	C					
*	Crisis Care Center				P2	P2	P3	P3	P5	P5	P5	P5	P5
					C9	C9	C9	C					P10
	RESIDENTIAL CARE SERVICES												
805	Nursing and Personal Care Facilities							P3 C5	P5 C	P5	P	P	P5
*	Adult Family Home	P	P11		P	P	P	P	P	P	P12	P12	P12
*	Community Residential Facility I				C	C	P13.a C	P13.a C	P	P12	P12	P12	P12
*	Community Residential Facility II						P13.b	P13.b	P	P12	P12	P12	P12
*	Permanent Supportive Housing							C14	P15	P15	P15	P15	P15
*	Recuperative Housing							C16	P16	P16	P16	P16	P16
*	Emergency Supportive Housing							C16	P16	P16	P16	P16	P16
*	Emergency Shelter							C16	P16	P16	P16	P16	P16
*	Microshelter Villages							C17	P17	P17	P17	P17	P17
*	Safe Parking							C18	P18	P18	P18	P18	P18
836	Other Residential Care (19)							C	P4 P5 P20	P	P	P	P

									C					
--	--	--	--	--	--	--	--	--	---	--	--	--	--	--

9 B. Development conditions.

10 1. Subject to review and approval of conditions to comply with trail corridor
11 provisions of K.C.C. chapter 21A.14.

12 2. Only as a reuse of a public school facility or surplus nonresidential facility
13 subject to K.C.C. chapter 21A.32.

14 3. Only in the urban area, as a reuse of a public school facility or surplus
15 nonresidential facility subject to K.C.C. chapter 21A.32.

16 4. Outside the urban area((;));

17 a. ((;))Only as a reuse of a public school facility and subject to K.C.C. chapter
18 21A.32. Before filing an application with the department, the applicant shall hold a
19 community meeting in accordance with K.C.C. 20.20.035; or

20 b. Only in the R-24 and R-48 zones, as a reuse of a surplus nonresidential
21 facility, and if served by public sewer. For the allowance under this subsection B.4.b.,
22 K.C.C. 21A.12.250 shall not apply.

23 5. Only in the urban area.

24 6. Outside of the urban area, only as a reuse of a surplus nonresidential facility
25 subject to K.C.C. chapter 21A.32.

26 7. Outside of the urban area, subject to the requirements in K.C.C. 21A.12.250.

27 8. Only in the R-24 and R-48 zones, and limited to SIC Industries 8063-
28 Psychiatric Hospitals and 8069-Specialty Hospitals, Except Psychiatric.

29 9.a. Not allowed in the RA-2.5, RA-10, or RA-20 zone;

30 b. Only allowed on lots of at least four and one-half acres;

31 c. Located within one mile of an interstate highway; and

32 d. Limited to sixteen beds.

33 10. Only allowed in the Preston Industrial Area.

34 11. In the forest production district, the following conditions apply:

35 a. Site disturbance shall be limited to three acres. Site disturbance shall mean
36 all land alterations including, but not limited to, grading, utility installation, landscaping,
37 clearing for crops, on-site sewage disposal systems, and driveways. Additional site
38 disturbance for agriculture, including raising livestock, up to the smaller of thirty-five
39 percent of the lot or seven acres, may be approved only if a farm management plan is
40 prepared in accordance with K.C.C. chapter 21A.30. Animal densities shall be based on
41 the area devoted to animal care and not the total area of the lot;

42 b. A forest management plan shall be required in the forest production district,
43 that shall be reviewed and approved by the King County department of natural resources
44 and parks before building permit issuance; and

45 c. The forest management plan shall incorporate a fire protection element that
46 includes fire safety best management practices developed by the department.

47 12. Only as part of a mixed-use development subject to the conditions of K.C.C.
48 chapter 21A.14, except in the rural area outside of rural towns on historic properties listed
49 in the National Register of Historic Places or designated as a King County landmark.

50 13.a. Limited to domestic violence shelter facilities.

51 b. Limited to domestic violence shelter facilities with no more than eighteen
52 residents and staff.

53 14. Subject to the following standards:

- 54 a. Allowed only in the urban area;
- 55 b. Located on the same site as a religious facility, public agency, or social
- 56 services use; and
- 57 c. Exempt from bicycle parking requirements in K.C.C. 21A.18.030.E. and
- 58 electric vehicle parking infrastructure requirements in K.C.C. 21A.18.140.
- 59 15. Subject to the following standards:
- 60 a. Allowed only in the urban area;
- 61 b. Only as part of a mixed-use development subject to the conditions of K.C.C.
- 62 chapter 21A.14, except in the rural area outside of rural towns on historic properties listed
- 63 in the National Register of Historic Places or designated as a King County landmark; and
- 64 c. Exempt from bicycle parking requirements in K.C.C. 21A.18.030.E. and
- 65 electric vehicle parking infrastructure requirements in K.C.C. 21A.18.140.
- 66 16. Subject to the following standards:
- 67 a. Allowed only in the urban area;
- 68 b. In the R-4 through R-8 zones, only when located on the same site as a
- 69 religious facility, public agency, or social service use;
- 70 c. Exempt from bicycle parking requirements in K.C.C. 21A.18.030.E, and
- 71 electric vehicle parking infrastructure requirements in K.C.C. 21A.18.140; and
- 72 d. The application shall include:
- 73 (1) A description of the staffing and operational characteristics, including
- 74 sanitation and basic safety measures required for the facility;

75 (2) Occupancy policies, including a description of the population to be served
76 and a code of conduct that includes, at a minimum, a prohibition of threatening or unsafe
77 behavior;

78 (3) A plan for managing the exterior appearance of the site, including keeping
79 the site litter free;

80 (4) A plan for addressing reported concerns and making this information
81 publicly available, including a phone number, email, and point of contact at the site of the
82 facility for the community to report concerns;

83 (5) A plan for outreach with surrounding property owners and residents
84 addressing items such as noise, smoking areas, parking, security procedures, and litter;
85 and

86 (6) Plans and narrative documenting compliance with all applicable codes,
87 including:

88 (a) an elevation of the building or buildings to be occupied;

89 (b) a floor plan that describes the capacities of the buildings for the uses
90 intended, room dimensions, and a designation of the rooms to be used for nonambulatory
91 residents, if any; and

92 (c) a site plan showing property lines, buildings, driveways, parking, fences,
93 storage areas, gardens, recreation areas, and site improvements.

94 17. Subject to the following standards:

95 a. Allowed in the urban area;

96 b. In the R-4 through R-8 zones, only when located on the same site as a
97 religious facility, public agency, or social service use;

98 c. Exempt from landscaping requirements in K.C.C. chapter 21A.16 except as
99 required by this section, bicycle parking requirements in K.C.C. 21A.18.030.E., and
100 electric vehicle parking infrastructure requirements in K.C.C. 21A.18.140;

101 d. The application shall include:

102 (1) A description of the staffing and operational characteristics, including
103 sanitation and basic safety measures required for the facility;

104 (2) Occupancy policies, including a description of the population to be served
105 and a code of conduct that includes, at a minimum, a prohibition of threatening or unsafe
106 behavior;

107 (3) A plan for managing the exterior appearance of the site, including keeping
108 the site litter free;

109 (4) A plan for addressing reported concerns and making this information
110 publicly available, including a phone number, email, and point of contact at the site of the
111 facility for the community to report concerns;

112 (5) A plan for outreach with surrounding property owners and residents
113 addressing items such as noise, smoking areas, parking, security procedures, and litter;
114 and

115 (6) Plans and narrative documenting compliance with all applicable codes,
116 including:

117 (a) an elevation of the building or buildings to be occupied;

118 (b) a floor plan that describes the capacities of the buildings for the uses
119 intended, room dimensions, and a designation of the rooms to be used for nonambulatory
120 residents, if any; and

121 (c) a site plan showing property lines, buildings, driveways, parking, fences,
122 storage areas, gardens, recreation areas, and site improvements;

123 e. A setback of ten feet shall be along any property line adjoining a UR or R
124 zone; and

125 f. The use shall be buffered with:

126 (1) ten feet of Type II landscaping consistent with K.C.C. 21A.16.040; or

127 (2) a six-foot high, view-obscuring fence.

128 18. Subject to the following standards:

129 a. Allowed in the urban area;

130 b. In the R-4 through R-8 zones, only when located on the same site as a
131 religious facility, public agency, or social services use;

132 c. Exempt from landscaping requirements in K.C.C. chapter 21A.16 except as
133 required by this section, bicycle parking requirements in K.C.C. 21A.18.030.E., and
134 electric vehicle parking infrastructure requirements in K.C.C. 21A.18.140;

135 d. The application shall include:

136 (1) A description of the staffing and operational characteristics, including
137 sanitation and basic safety measures required for the facility;

138 (2) Occupancy policies, including a description of the population to be served
139 and a code of conduct that includes, at a minimum, a prohibition of threatening or unsafe
140 behavior;

141 (3) A plan for managing the exterior appearance of the site, including keeping
142 the site litter free;

143 (4) A plan for addressing reported concerns and making this information
144 publicly available, including a phone number, email, and point of contact at the site of the
145 facility for the community to report concerns;

146 (5) A plan for outreach with surrounding property owners and residents
147 addressing items such as noise, smoking areas, parking, security procedures, and litter;
148 and

149 (6) Plans and narrative documenting compliance with all applicable codes,
150 including:

151 (a) an elevation of the building or buildings to be occupied;

152 (b) a floor plan that describes the capacities of the buildings for the uses
153 intended, room dimensions, and a designation of the rooms to be used for nonambulatory
154 residents, if any; and

155 (c) a site plan showing property lines, buildings, driveways, parking, fences,
156 storage areas, gardens, recreation areas, and site improvements;

157 e. A setback of ten feet shall be along any property line adjoining a UR or R
158 zone;

159 f. The use shall be buffered with:

160 (1) ten feet of Type II landscaping consistent with K.C.C. 21A.16.040; or

161 (2) a six-foot high, view-obscuring fence;

162 g. When safe parking is located on a site with an established primary use, the
163 director may reduce the minimum number of on-site parking spaces consistent with
164 K.C.C. chapter 21A.18;

h. A safe parking site shall provide restroom and potable water access within the buildings or portable facilities and handwashing stations on the property; and

i. If recreational vehicles are hosted at the safe parking site, provision shall be made for potable water and for proper disposal of grey water and black water waste from the vehicles.

19. Excluding residential care uses classified elsewhere in this chapter.

20. Only in a rural town, as a reuse of a surplus nonresidential facility and subject to K.C.C. chapter 21A.32. Before filing an application with the department, the applicant shall hold a community meeting in accordance with K.C.C. 20.20.035.

SECTION 2. Ordinance 16267, Section 30, as amended, and K.C.C. 21A.12.250 are hereby amended to read as follows:

In the R-4 through R-48 zones outside the urban area, except where not required by K.C.C. 21A.08.045.B.4.b., personal service uses in SIC Major Group 72 and the doctor's office/outpatient clinic use listed in K.C.C. 21A.08.045 shall be subject to the following requirements:

A. The establishment shall be located within one-quarter mile of a rural town, unincorporated activity center, community business center, or neighborhood business center and less than one mile from another commercial establishment;

B. The establishment shall be located in either:

1. A legally established single detached residence in existence on or before January 1, 2008. The structure may not be expanded by more than ten percent as provided in K.C.C. 21A.32.065 for the expansion of legally established nonconforming uses; or

188 2. A mixed-use development with one hundred percent of the dwelling units
189 affordable to households with incomes at or below sixty percent of area median income
190 and on-site supportive services consistent with the King County Consortium
191 Consolidated Housing and Community Development Plan or successor plan;
192 C. The maximum on-site parking ratio for establishments and sites shall be two
193 per one thousand square feet and required parking shall not be located between the

194 building and the street; and

195 D. Sign and landscaping standards for the use apply.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: None



King County Department of Local Services

Permitting Division Report September 8, 2025

Agenda

Updates:

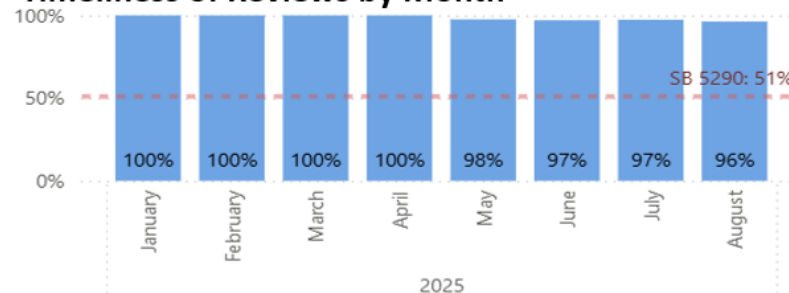
1. SB 5290 Application Volume/Compliance
2. Pre-5290 Application Reduction
3. How We Got Here



5290 Application Volume/Compliance

	All SB 5290	65 Day Limit	100 Day Limit	170 Day Limit
Total Applications	1,445	1,303	142	--
Cancelled Applications	206	175	31	--
Applications in Screening Phase	280	247	33	--
Applications In Review Phase	291	270	21	--
Applications with Complete Reviews	668	611	57	--
% Apps. w/ Completed On Time Reviews	98%	98%	100%	--

Timeliness of Reviews by Month



To maintain compliance, DLS Permitting must maintain a minimum of 51% on-time permit review rate.



Total year-to-date compliance rate is 98%.



Cancelled Applications include those voided, withdrawn, and/or cancelled by the Applicant or King County.



King County

Department of Local Services

September 8, 2025

Reducing Pre-5290 Application Volume

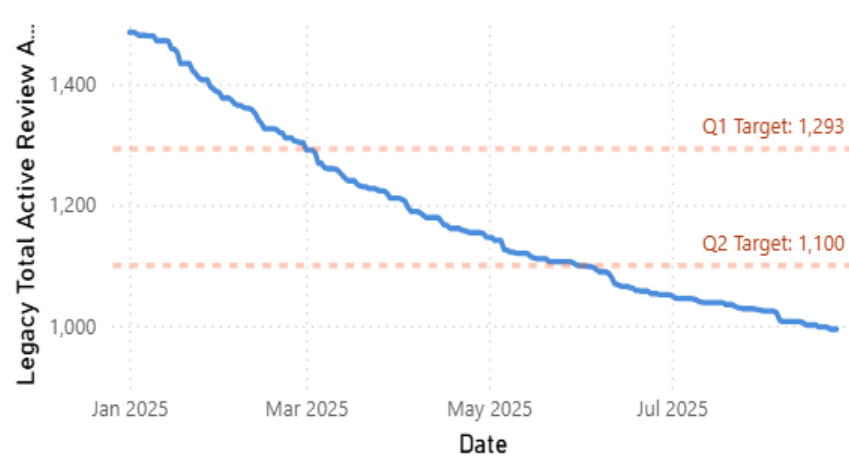
All Legacy Applications

Legacy Starting Count	Legacy Current Active Review	Legacy Apps Issued Since 1/1/2025	Legacy Percent Change
1,486	994	492	-33.1%

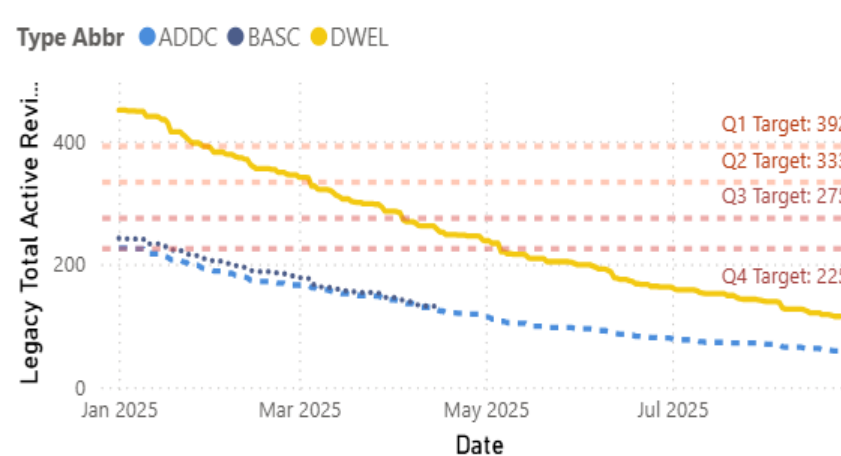
Single Family Residential (SFR) Building Only

Legacy Starting Count	Legacy Current Active Review	Legacy Apps Issued	Legacy Percent Change
450	115	335	-74.4%

Legacy Total Active Review Applications by Date



Legacy Total Active Review Applications by Date and Type Abbr



Primary focus is on complete reduction of pre-5290 Residential Applications.



Pipeline continues to trend in a positive direction.

Legacy: Pre-5290 Applications



King County

Department of Local Services

September 8, 2025

How We Got Here



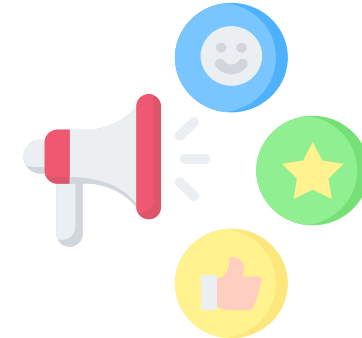
People & Partnerships

- Additional Staff Resources
- New Organizational Structure
- Continuous Staff Training
- Partnerships with Other Jurisdictions and Industry Partners



Processes & Policies

- 5290 Code Updates
- Policies and Best Practices
- Process Improvement Efforts Implemented
- Regular and Continuous Tracking & Reporting



Tools & Outreach

- New Software Implementation
- Educational Materials for the Public
 - How-to videos
 - Bulletins
 - Community outreach
 - Community workshops



Questions?

