AGENDA
Lake Washington/Cedar/Sammamish Watershed
WRIA 8 Salmon Recovery Council
Thursday, November 21, 2024, 2:00-4:15PM
Virtual Meeting Using Zoom

***See bottom of agenda for meeting link and other connection information**

		Meeting Packet Page		
1.	**Welcome and Review Participants**		John Stokes, Chair Councilmember, City of Bellevue	**2:00-2:10**
2.	**Public Comment**		John Stokes	**2:10-2:15**
3.	**Consent Agenda:** • Approval of Meeting Notes for September 19, 2024	**3**	John Stokes	**2:15-2:20**
4.	**Updates and Good of the Order Announcements** Hear WRIA 8 staff updates and announcements from WRIA 8 partners.	**9**	Jason Mulvihill-Kuntz, WRIA 8 Salmon Recovery Manager WRIA 8 partners	**2:20-2:30**
5.	**Chair and Vice Chair Selection** (Decision) Consider approval of candidates for Salmon Recovery Council Chair and Vice Chair positions through 2026.	**22**	Jason Mulvihill-Kuntz	**2:30-2:45**
6.	**Approval of 2026-2035 WRIA 8 Interlocal Agreement** (Decision) Consider approval of the 2026-2035 WRIA 8 Interlocal Agreement, which will continue the regional cost share partnership among local governments for another 10-year period.	**23**	Jason Mulvihill-Kuntz	**2:45-3:15**
7.	**2025 Grant Round preview** (Information/Decision) • Review and approve funding guidance for Cooperative Watershed Management grant program (decision) • Review anticipated grant program funding amounts • Review grant round schedule(s)	**45**	Jason Mulvihill-Kuntz	**3:15-3:30**

8.	**2024 Partner Satisfaction Survey** WRIA 8 Council members will take a brief survey to provide feedback to King County, as service provider to the WRIA 8 Salmon Recovery Council, on the services provided by the WRIA 8 team during 2024. Survey responses are anonymous and will inform future WRIA 8 meetings and help assess the health of the WRIA 8 salmon recovery partnership.		Renee Leichliter, WRIA 8 Administrative Coordinator Jason Mulvihill-Kuntz	**3:30-3:45**
9.	**Addressing Lake Washington Ship Canal elevated temperature and low dissolved oxygen** (Information) Hear an update presentation on the effort to assess the feasibility and advance a potential solution to address the effects of elevated water temperatures and low dissolved oxygen on salmon migration and survival in the Lake Washington Ship Canal.		Lucas Hall, Long Live the Kings Mary Ramirez, WRIA 8 Technical Coordinator	**3:45-4:15**
10.	**Wrap-up / Adjourn**		John Stokes	**4:15**

Next Meeting: January 16, 2025, 2:00-4:15PM (Virtual meeting)

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WRIA 8 Salmon Recovery Council (SRC) Meeting Notes
Zoom Video Conference | September 19, 2024, 2:00 pm – 4:15 pm

Members Present		
#	**Name**	**Affiliation**
1)	Councilmember (CM) John Stokes, Chair	City of Bellevue
2)	CM Vanessa Kritzer, Vice Chair	City of Redmond
3)	CM Carston Curd	City of Bothell
4)	Dana Zlateff	City of Everett
5)	CM Victoria Hunt	City of Issaquah
6)	CM Amy Falcone	City of Kirkland
7)	CM Tracy Furutani	City of Lake Forest Park
8)	CM Lisa Anderl	City of Mercer Island
9)	CM Rory Paine-Donovan	City of Mountlake Terrace
10)	CM Valerie O'Halloran	City of Renton
11)	CM Roisin O'Farrell	City of Sammamish
12)	CM Ted Frantz	Town of Hunts Point
13)	CM John Brock	Town of Woodway
14)	Corinne Helmer	Cedar River Council
15)	Larry Reymann	Environmental Science Center
16)	Larry Franks	Friends of Issaquah Salmon Hatchery (FISH)
17)	Kirstin Haugen	King Conservation District
18)	Noel Gilbrough	Mid Sound Fisheries Enhancement Group
19)	Tor Bell	Mountains to Sound Greenway Trust
20)	David Kyle	Trout Unlimited
21)	Shay Perryman	U.S. Army Corps. Of Engineers
22)	Cleo Neculae	Washington State Department of Ecology
Alternates Present		
23)	Martha Neuman	City of Seattle
24)	Tracy Banaszynski	Mid Sound Fisheries Enhancement Group
25)	Josh Thompson	Snohomish County
26)	David Bain	Sno-King Watershed Council
Other Attendees		
27)	Ella Williams	City of Bellevue
28)	Janet Geer	City of Bothell
29)	Allen Quynn	City of Issaquah
30)	Richard Sawyer	City of Kenmore
31)	Eve Henrichsen	City of Kirkland
32)	Mark Hofman	City of Lake Forest Park
33)	Meiring Borcherds	City of Mukilteo
34)	Tom Hardy	City of Redmond
35)	Peter Holte	City of Redmond
36)	Kristina Lowthian	City of Renton
37)	Toby Coenen	City of Sammamish
38)	Alison Agness	King County
39)	Carrie Byron	King County
40)	Jenee Colton	King County
41)	Denise Di Santo	King County
42)	Carly Greyell	King County
43)	Diane Hennebert	King County
44)	Joan Lee	King County
45)	Chelsea Mitchell	King County

46)	Natasha Kacoroski	Friends of Issaquah Salmon Hatchery (FISH)
47)	Rosa Mendez-Perez	King Conservation District
48)	Amani Moyer-Ali	Mid Sound Fisheries Enhancement Group
49)	Evan Russell	Snohomish County
50)	Bethany Scoggins	Washington State Department of Fish & Wildlife
51)	Jim Loring	Public
52)	Renee Leichliter	WRIA 8 Administrative Coordinator
53)	Jason Mulvihill-Kuntz	WRIA 8 Salmon Recovery Manager
54)	Mary Ramirez	WRIA 8 Technical Coordinator

I. Welcome and Introductions - Councilmember (CM) Kritzer, Vice Chair, called the September 19, 2024, Salmon Recovery Council (SRC) meeting to order. Vice Chair Kritzer welcomed everyone and established quorum by conducting roll call.

II. Public Comment: No public comment at this time.

III. Consent Agenda: SRC meeting minutes from the July 18, 2024 meeting were discussed. No edits were received prior to this meeting.

> ***Action****: The SRC voted unanimously to approve the July 18, 2024 meeting minutes.*

IV. Updates & Announcements – *Jason Mulvihill-Kuntz, WRIA 8 Salmon Recovery Manager*

- Jason updated the SRC on a staff change to the WRIA team and thanked Carrie Byron for all her work done over the last three years as the WRIA 8 Project and Funding Coordinator. Jason welcomed back Jason Wilkinson into this role, which he left in late 2021 to lead the update to the King County Flood Hazard Management Plan.
- Jason reminded the SRC that there will be a leadership selection for the WRIA 8 Chair and Vice Chair position at the November meeting and invited anyone with interest in serving in either of those roles to contact him or ask any questions.
- Mary Ramirez provided an update on salmon counts at the Ballard Locks. As of mid-September, over 18,000 Chinook were estimated to have passed through the Locks. This count is the third highest in the past 20 years and is above the 5 and 10-year average return. It is important to note that the majority of returning fish are hatchery fish, and the numbers of salmon predicted by the Ballard Locks counts in recent years have been much higher than the numbers of salmon observed reaching hatcheries and spawning grounds. Unfortunately, this year's sockeye return continued to be low with an estimated 23,181 returning fish, the fourth lowest return on record since 1972. Coho began their run in late August and are currently on pace with recent averages.
- Jason reminded the SRC the Interlocal Agreement (ILA) is up for renewal in 2026 and provided an updated timeline that will prepare the draft for SRC review at the November meeting to have a final document to bring to partners in 2025 for signature.
- Jason shared a set of draft 2025 legislative priorities that are part of the meeting packet and welcomed all comments and thoughts on these priorities by September 27th. Jason will work with the WRIA 8 Legislative Subcommittee on a revised draft to be sent out to the SRC for review and approval via email.
- Dave Kyle shared Trout Unlimited finished up monitoring at the mouth of Issaquah Creek and are getting an early start on parasite and aquatic weed work on the Cedar River, Bear Creek, and Issaquah Creek.
- Alison Agness shared the Kokanee Work Group is preparing a kokanee salmon release on October 17th at the Lake Sammamish Boat Launch and all are invited.

- Tracy Banaszynski shared the 2024 CATS Cohort is graduating on September 21st at Kenmore City Hall and all are invited. Tracy thanked WRIA 8 and King County Flood Control District for their support in funding the program.
- Natasha Kacoroski shared fish are being processed at the Issaquah Hatchery and they are expecting good numbers of Chinook this year.

V. 2025 WRIA 8 Budget and Work Plan – Management Committee recommendation (Decision) – *Jason Mulvihill-Kuntz, WRIA 8 Salmon Recovery Manager*

Jason presented the 2025 WRIA 8 budget and work plan that was reviewed and recommended by the Management Committee in August. The WRIA 8 ILA calls for updating the data supporting the partner cost share calculation (based on jurisdiction population, area, and assessed value) every three years, including for 2025. The recommended 2025 budget reflects the July CPI-W forecast (3.6%), which increased 0.5% over the March forecast (3.1%) that was used in the draft budget presented to the Salmon Recovery Council in July.

For 2025, base expenditures are anticipated to increase approximately $24,000 from 2024 expenditures. The ILA partner cost share reflecting a 3.6% CPI-W rate increase (based on July estimate), along with the annual state salmon recovery Lead Entity grant, cover the estimated increase in base expenditures in 2025, with an estimated $12,000 surplus. This surplus can be used to support priority salmon recovery activities beyond base WRIA 8 services, like the Project Innovation and Community Funding grant program. For 2022 and 2023 excess carry forward was also used to support this program, which has obligated $320,961 to project and program awards. Lastly, a budget reserve is maintained (10% of the base revenue in the budget), which is obligated but typically do not get spent. The version sent out to the SRC in the meeting packet contains a 0 in the carryforward balance and Jason shared it was recommended to amend that to reflect those budget reserve dollars of $84,637 in the carry forward fund balance and budget reserve line.

The WRIA 8 staff team work plan features similar level of services and products as the year prior with the notable additions of completing and ratifying the ILA renewal, initiating development of a progress report on implementation efforts through 2025, managing new Project Innovation and Community Funding grant awards program, and participating in the biannual Washington State Salmon Recovery Conference.

Action: *The SRC voted unanimously to approve the recommended WRIA 8 2025 budget and work plan.*

VI. Salmon Recovery Council membership – Management Committee recommendation (Decision) – *Jason Mulvihill-Kuntz, WRIA 8 Salmon Recovery Manager*

Jason explained that the WRIA 8 Management Committee annually reviews WRIA 8 Salmon Recovery Council membership to understand recent changes and consider recommendations for replacing or adding community stakeholder partner entities. These recommendations are presented today to the Salmon Recovery Council for approval.

- Contact all Salmon Recovery Council partners who did not attend a meeting in 2023 or to date in 2024, to encourage engagement and/or to understand why they are not attending.

- Send letters on behalf of the Salmon Recovery Council to invite City of Lynnwood and City of Brier (last two cities in the watershed who are not part of the ILA) to encourage them to consider joining as ILA partners.
- Send letters on behalf of the Salmon Recovery Council to federally recognized tribes (Muckleshoot, Suquamish, Tulalip, and Snoqualmie tribes) reminding them they have a seat on the Salmon Recovery Council, inviting them to join the ILA, and seeking their engagement as key leaders in salmon recovery.
- Send letter on behalf of the Salmon Recovery Council inviting King County Flood Control District, as a key funding partner, to join the Salmon Recovery Council as a stakeholder member.
- Convene the WRIA 8 Diversity, Equity, and Inclusion Subcommittee to review and identify possible community organizations that should be invited to join the Salmon Recovery Council as stakeholder partners, focusing especially on groups that help improve equity and inclusion (i.e., from diverse communities in the watershed, or who engage communities that have not traditionally participated in salmon recovery).

Discussion:

- Martha Neuman shared the Flood Control District participates on WRIA 9 so having parallel participation with WRIA 8 would be good.
- Vice Chair Kritzer shared there are groups that could really benefit from being invited and voiced her support for reviewing and discussing potential additional stakeholder member entities through the DEI Subcommittee.

Action: *The SRC voted unanimously to approve the recommended Salmon Recovery Council membership recommendations.*

VII. King Conservation District Proposed Rates and Charges Letter of Support (Decision) – *Rosa Mendez-Perez, King Conservation District*

Rosa presented background on King Conservation District (KCD). KCD is funded primarily through a system of rates and charges that is being sought to be renewed through King County. A strategic planning process was started in 2022 to look at the work KCD does with an emphasis on equity and climate resilience. From that work a 5-year proposal was created that would continue the current program and system of rates and charges. In 2024, depending on the parcel and how it is tax coded, property owners pay approximately $13. In 2025, KCD is seeking a 2.6% inflationary adjustment every year during the 5-year period. Along with this system of rates and charges KCD's program of work looked to build flexibility and streamlining of programs so 14 focus areas could be rolled into six main focus areas to build more transparency.

The full County Council vote on this will be before the end of November and the current ILA KCD is operating under expires at the end of December this year. The draft letter of support from WRIA 8 was shared with meeting attendees and as part of the meeting packet.

Discussion:

- CM Frantz asked how the 2.6% inflationary adjustment was calculated? Rosa clarified KCD considered increased cost of doing business as well as the funding cap in the RCW, that would give time to build a strategic plan and to continue their work at a high level.
- Martha Neuman commented the rate renewal proposal language was confusing since the proposal wasn't seeking to renew the existing rate. Rosa clarified KCD is referring to

it as "proposed 2025-2029 Inter-Local Agreement with King County" or the "Rate and Charges proposal". Martha Neuman added the rates and charges proposal language makes more sense. CM Frantz agreed. Jason said he will change the language in the WRIA 8 letter of support to reflect this suggestion.

***Action**: The SRC voted unanimously to approve the King Conservation District Rate Renewal Letter of Support as amended*

VIII. Addressing Water Quality Priorities and Stormwater Management Permit Requirements (Information) – *Diane Hennebert, Jenee Colton, Chelsea Mitchell, and Carly Greyell, King County staff*

Diane presented King County Stormwater Services' permit management and requirements and how they support salmon recovery. King County received a Puget Sound National Estuary Program grant from the Environmental Protection Agency to do retrofits on ditches and wet ponds using a high performance bioretention soil media (HPBSM) that has shown promising results in previous smaller studies. Additional funding will be put towards creating a heat map for 6PPD-q using a King County developed retrofit prioritization tool to locate and identify the subbasin most in need of stormwater retrofits.

King County operates under a Phase 1 Municipal Stormwater Permit on a 5-year cycle administered by the Department of Ecology. The permit encompasses a broad scope of work but features some requirements that specifically support salmon recovery like street sweeping, tree canopy goals and policies, long range planning, stormwater management action plan (SMAP), mapping, additional facility types in partnership with 6PPD-q effectiveness studies, and stormwater management for existing development (SMED). SMED permit requirements set point thresholds that projects are required to achieve. These projects must go above and beyond what is required by development and redevelopment codes and need to be in either completion/maintenance stage or 60% beyond the design stage in order to qualify for SMED. Permit requirements could be met by partnering on projects in the WRIA 8 watershed as well as partnering for grant funding in areas draining to salmon bearing streams.

Jenee presented how King County is approaching addressing 6 PPD-q. King County is currently working across jurisdictions to develop a strategy to monitor, control, and eliminate 6PPD-q with a strategic plan that will be finalized in October 2024 and an action plan that will be finalized in April 2025. Stream monitoring done in nine creeks in WRIA 8 during the past year showed Thornton and Juanita Creeks had the highest concentration of 6PPD-q and these two creeks plus Yarrow Creek have levels that exceed the Washington proposed acute water quality standard. Additional data collected on 6PPD-q as part of a National Estuary Program grant focused on collecting samples at stormwater outfalls, up and downstream, on the Cedar, Duwamish, and Sammamish Rivers and Juanita, Little Bear, and Swamp Creeks. The results showed these rivers and streams had acutely toxic levels of 6PPD-q and they persist downstream.

Chelsea Mitchell shared what treatments are already available and are showing to be effective at removing these toxic levels. Original bioretention media (sand and compost) protects coho from stormwater, but still leaches nutrients and metals. Over the last decade King County has been working with partners to develop a new bioretention mix and adopted high performance

bioretention soil mixes (HPBSMs) that provides good water quality treatment and a minimal export of nutrients.

- The current standard for bioretention media in Washington is 18" layer of a 60:40 mix of sand and compost.
- HPBSM type 1 – has primary 18" layer, 70% sand, 20 % coconut char, and 10% biochar
- HPBSM type 2 – has primary 18" layer and a 12" polishing layer that is intended to clean up any nutrients coming thru primary layer and consists of sand, activated alumina, and iron aggregate.
- HPBSM type 3 – adds a 2" layer of compost to the same layers in type 2.

Key findings show that bioretention medias prevent coho mortality. In untreated stormwater only 0-5% coho survive, while 100% of Coho exposed to treated stormwater through HPBSMs survived and >96% of 6PPD-q was removed. Additional field testing of HPBSMs will be done along with other types of treatments in WSDOT biofiltration swales and King County wet ponds and ditches.

Carly Greyell shared information on a grant project in partnership with King County Department of Local Services to estimate roadways with higher 6PPD-q runoff and prioritize road segments for 6PPD-q treatment. A screening model or heat map of roadway characteristics that are expected to generate more tire particles and 6PPD-q combined with GIS data will create a score that will rank roadways for retrofit prioritization. Phase 1 of this project has already started and is projected to finish in Q2 of 2025, it will be to screen and prioritize roadways as part of a pilot. Phase 2 will be from Q2 2025-end up 2026 and will sample, validate, and prioritize roadways based on any necessary updates seen from the pilot program.

Discussion:

- CM Frantz asked what is the configuration of HPBSMs, how does the water get filtered through it, and does the HPBSMs ever need to be replaced? Chelsea clarified typically it would be configured as a bioretention facility that diverts water into a column that vertically filtrates water, but that is not the only system. There are no studies going on right now to test the longevity of this media. Jenee added there have been some lab tests done on longevity for the HPBSMs and after 2 years there was no signs of loss of effectiveness.

IX. Success Story: Salmon SEEson 2024 (Information) – *Renee Leichliter, WRIA 8 Administrative Coordinator*

Renee shared information on the 18th annual Salmon SEEson program, which is an umbrella program, coordinated by WRIA 8, that knits together viewing locations in King County where people can see salmon as they return from the ocean in late summer and fall. Some locations are self-guided, while others feature volunteer naturalists to guide visitors in seeing salmon and learning about their lifecycle, efforts to protect them, and restoring habitat.

Next Meeting: Chair Stokes noted the next SRC meeting is November 21, 2024, from 2:00 p.m. – 4:15 p.m., and will be held virtually.

WRIA 8 Updates and Committee Reports

November 21, 2024

- **Puget Sound Regional Update** – The **Puget Sound Salmon Recovery Council** (PS SRC) last met in-person on September 26, 2024. The meeting focused on:
    - Legislative update, including 2025-27 state legislative session preview and update on regional priorities
    - Presentation on the Estuary and Salmon Restoration Program's biennial investment plan
    - Briefing on the 'Salmon and Climate Initiative' from Long Live the Kings
    - Approval of the final draft Puget Sound Salmon Recovery Plan Addendum
    - Discussion of regional salmon habitat restoration targets
    - Discussion of regional monitoring vision and approach and process for identifying priorities for regional monitoring grant program through the state Salmon Recovery Funding Board
    - Site visit to the Meadowdale Beach and Estuary Restoration project in Snohomish County (high priority WRIA 8 project)

  The PS SRC is scheduled to meet next virtually on November 21. Melanie O'Cain, Kenmore Deputy Mayor, and Ted Frantz, Hunts Point Councilmember, represent the WRIA 8 Salmon Recovery Council on the PS SRC. Jason Mulvihill-Kuntz attends as a WRIA 8 staff alternate.

  The **South Central Action Area Caucus** (Local Integrating Organization (LIO)) last met on September 17. The meeting focused on review and discussion of the 2024-25 work plan, state legislative update, discussion of the concept of developing a 'Water Quality by Design' funding program. Jason Mulvihill-Kuntz attends the LIO to represent WRIA 8.

- **Thank you John Stokes! –** The end of the year regularly brings changes to jurisdictional partner representation on the Salmon Recovery Council. Notably, after serving seven years as WRIA 8 Chair, the November meeting is Bellevue Councilmember, John Stokes' last meeting as Chair. WRIA 8 staff and partners want to thank John for his steadfast support and leadership in salmon recovery in the watershed!

  Also, the terms of some elected official representatives are ending at the end of the year, and local jurisdictions will make committee assignments at the beginning of next year, which may result in changes in representation. While continuity in representation is great, changes also bring new perspectives and grow the awareness and support for salmon recovery. We want to thank all partners for their engagement and contribution to supporting and guiding salmon recovery in the watershed. For those for whom the November meeting is your last WRIA 8 meeting, we want to especially thank you.

- **Hiring WRIA 8 Project and Funding Coordinator –** The WRIA 8 Project and Funding Coordinator position opening closed on November 18. Review of applications and a

technical vetting of the most competitive candidates will occur through early December. Interviews with the top candidates will likely occur in early January.

- **Legislative priorities and letter to the Governor –** The Salmon Recovery Council approved the draft 2025 WRIA 8 state and federal legislative priorities via email in early November. The Council also approved the draft letter to the Governor to share the state legislative priorities, which was sent on November 5. WRIA 8 staff will be considering the most effective timing and approach to communicate the watershed's federal priorities. The 2025-27 state legislative session is scheduled to start on January 13. The WRIA 8 Legislative Subcommittee will meet regularly during the state legislative session to discuss opportunities to support WRIA 8's legislative priorities, track emerging policy legislation, and share information. Contact Jason Mulvihill-Kuntz (jason.mulvihill-kuntz@kingcounty.gov) if you are interested in participating in the Legislative Subcommittee.

- **Salmon returns –** Every year, the Muckleshoot Indian Tribe and WDFW count adult salmon as they enter freshwater at the Ballard Locks. Counting at the Locks concluded October 2 with the following final counts: 18,522 Chinook, 23,188 sockeye, and 19,211 coho. The Chinook count is the third highest in the past 20 years; however, most returning fish were of hatchery origin, and the numbers of salmon predicted by the Ballard Locks counts in recent years have been much higher than the numbers of salmon observed reaching the spawning grounds and hatchery. Unfortunately, preliminary estimates of Chinook numbers on the Cedar spawning grounds are well below average and biologists have observed high levels of pre-spawn mortality.

  There is good news about Lake Sammamish kokanee spawners so far this season. The count to date is over 2,500 kokanee - a dramatic improvement over recent years. We are also hearing reports of a strong chum run in Pipers Creek (Carkeek Park). According to the Carkeek Park Salmon Stewards, chum counts are trending in line with record highs that they saw in 2021 and 2022.

- **2025 Salmon Recovery Council meeting schedule –** The Salmon Recovery Council meets bi-monthly, starting in January. Based on feedback from Council members, meetings in the fall/winter will be virtual, and up to two meetings in the spring/summer will be in-person. Staff will also look for opportunities to integrate project site visits into in-person meetings. See the 2025 meeting schedule in the meeting packet, which will be posted online on the Council's webpage and be sent as calendar invites.

- **WRIA 8 E-News –** The October edition of the WRIA 8 E-news included the following topics and updates: Salmon SEEson update, information and updates from partner projects and programs, media stories related to salmon, upcoming events in the watershed and opportunities for volunteers, as well as announcements of recent funding opportunities. The next edition is scheduled for December. Please submit proposed topics to Renee Leichliter (rleichliter@kingcounty.gov) by December 11th.

WRIA 8 Committee Reports

Implementation Technical Committee – The November Implementation Technical Committee (ITC) meeting featured project updates from Trout Unlimited on parasite patterns in the Lake Washington basin and from USGS on disease factors for Chinook in the Ship Canal, an infection hot spot. Partners shared updates on Chinook redd surveys in the Cedar River (unfortunately redd counts are below average and biologists have observed high levels of pre-spawn mortality) and Lake Sammamish kokanee spawners (very strong return so far with surveys continuing through December). The next ITC meeting will be on January 8th.

Technical Committee – The Technical Committee (TC) met in October to discuss the 2025 Monitoring and Assessment Priorities, working toward a final version of the Priorities by early December for the upcoming CWM grant round. The TC also discussed early planning around a 2025 WRIA 8 Progress Report (Chinook and habitat status and trends reporting). The TC will continue meeting as needed.

2025 Legislative Priorities for Salmon Recovery and Puget Sound Watershed Health

Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Partners

Federal Priorities (Fiscal Year 2026)

- **Support at least $110 million in base funding for Pacific Coastal Salmon Recovery Fund (PCSRF) in Departments of Commerce and Justice, Science, and Related Agencies Appropriations Bill.** The PCSRF program is the primary federal funding for salmon recovery and supports annual grants for priority salmon habitat protection and restoration projects.

- **Support funding for priority repairs and upgrades to the Hiram M. Chittenden (Ballard) Locks that improve fish passage and survival and address impacts of sea level rise, including:**
  - Design and construction of an exclusion structure for the saltwater drain intake system to keep adult salmon from becoming trapped.
  - Replace failing smolt slide(s) to ensure continued juvenile salmon passage.
  - Upgrades and improvements to the fish ladder to improve fish passage and reduce impacts of pinniped predation and elevated water temperatures.
  - Funding to support the Corps' continued engagement in the multi-partner Lake Washington Ship Canal Roundtable process to identify and advance alternatives to address elevated water temperatures and low dissolved oxygen in the Ship Canal.

- **Support key Puget Sound restoration funding programs and policy priorities, including:**
  - **$57 million for Puget Sound Geographic Program in the U.S. Environmental Protection Agency.** This program provides key funding to support Puget Sound recovery priorities, implementation of voluntary actions, and adaptive management. Funding supports local and regional partner efforts, including ten local integrating organizations and seven Marine Resources Committees. The program supports innovative approaches to addressing stormwater, habitat, shellfish, flooding, water quality and quantity, and endangered species recovery, including Chinook salmon and Southern Resident orcas.

  - **$50 million for National Estuary Program (NEP).** This is core program funding for Puget Sound Partnership and for competitive Puget Sound recovery grants.

Approved by the WRIA 8 Salmon Recovery Council on November 1, 2024

For more information about these priorities, please contact:
Jason Mulvihill-Kuntz, Salmon Recovery Manager
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)
jason.mulvihill-kuntz@kingcounty.gov • 206-477-4780

- **Support directing funding from the Infrastructure and Jobs Act and Inflation Reduction Act to priority habitat restoration and water infrastructure improvements in WRIA 8 and Puget Sound.** Aligning this funding with state and local project priorities and/or through existing state programs supports and supplements existing salmon recovery priorities.

- **Support innovative efforts to streamline regulatory review and permitting to support habitat restoration project implementation.**

- **Support federal funding for research and management of stormwater to reduce impacts to salmon.** Stormwater is the largest source of pollution to the Puget Sound and many developed areas do not have stormwater treatment. Chemicals from tire dust, specifically 6PPD-quinone, affect salmon survival. Coho have been shown to be most sensitive and succumb to "urban runoff mortality syndrome" within hours of exposure. Federal funding is needed to support local governments in implementing critical stormwater retrofit projects to capture and treat toxic runoff. Federal infrastructure funding provides a once in a generation opportunity to effectively address stormwater management.

- **Support and create mechanisms to enable innovative funding approaches, including public-private partnerships, that engage federal agencies and private funding sources to implement projects, especially those under federal authority.**

State Priorities

Fully fund Capital Budget grant programs

Funding Program	Amount	Agency	Description
Puget Sound Acquisition and Restoration	$110 million	Recreation and Conservation Office	Grants for salmon habitat projects in all Puget Sound watersheds and a prioritized list of large salmon recovery projects
Salmon Recovery Funding Board (SRFB)	$125 million	Recreation and Conservation Office	Grants for salmon habitat projects in watersheds around the state, as well as half of the operating costs of the salmon recovery Lead Entity program to coordinate implementation of salmon recovery
SRFB Riparian	$25 million	Recreation and Conservation Office	Grants for priority riparian protection and restoration projects/programs
Floodplains by Design	$84 million	Department of Ecology	Grants for multi-benefit floodplain projects around the state that enhance

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			salmon habitat and protect public health and safety
Estuary and Salmon Restoration Program	$27.5 million	Department of Fish and Wildlife	Grants to restore priority shoreline and nearshore habitats critical to salmon and other species
Brian Abbott Fish Barrier Removal Board	$77 million	Recreation and Conservation Office	Grants for removal of identified and prioritized fish passage barriers
Stormwater Financial Assistance	$80 million	Department of Ecology	Grants to local governments to finance stormwater retrofit projects that treat polluted stormwater in priority areas

- **Support additional capital investments in habitat protection and restoration and climate resiliency, including:**
  - $30 million for **riparian buffer incentives** in Department of Ecology's budget to fund riparian protection and restoration incentives to accelerate riparian buffer establishment.
  - $40 million for **streamflow restoration** in Department of Ecology's budget to fund local watershed planning and projects that will improve instream flows.
  - $31 million for **Community Forest Program** in Recreation and Conservation Office's budget to help communities protect and enhance important forest lands, including stream headwaters and areas promoting healthy stream conditions for salmon.
  - $67.5 million for **Washington Wildlife and Recreation Program – Habitat Conservation Account** in Recreation and Conservation Office's budget to protect and restore priority salmon habitat.

Operating Budget

- **Support state agency budget requests for monitoring salmon populations, and for studies and management of issues affecting salmon survival**, including predation, elevated water temperatures, artificial light at night, disease, and other issues. Specific requests to support include:

Budget request	Amount	Agency	Description
Lake Washington predator suppression	$1.4 million	Department of Fish and Wildlife	Continue important work to control predatory fish in Lake Washington basin to support salmon survival.
Reduce toxic tire chemical exposure	$8.9 million	Department of Ecology	Continue work to identify effective stormwater treatments, find safer alternatives, and conduct monitoring.
Accelerate floodplain resilience	$1 million	Department of Ecology	Update flood risk maps, provide technical support to communities, and help move salmon recovery projects forward.

For more information about these priorities, please contact:
Jason Mulvihill-Kuntz, Salmon Recovery Manager
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)
jason.mulvihill-kuntz@kingcounty.gov • 206-477-4780

Policy Legislation

- **Address effects of climate change on salmon and salmon habitat.** Recovering salmon requires planning for and adapting to changing watershed conditions resulting from climate change. WRIA 8 supports policies and programs that address temperature impaired water bodies to improve salmon migration and survival, increase the pace of salmon habitat protection and restoration to improve ecosystem resiliency, and that mitigate projected effects of climate change on salmon.
  - Guide funding from State Climate Commitment Act – Natural Climate Solutions Account (RCW 70A.65.270) to support investments in existing grant programs supporting salmon habitat protection and restoration and climate resiliency priorities.

- **Advance streamlining regulatory review and permitting to support habitat restoration project implementation.** Build on the Habitat Recovery Pilot Program at the Washington Department of Fish and Wildlife and the federal and state Multi-Agency Review Team to establish and support a coordinated and streamlined permitting process for ecologically beneficial projects.

- **Improve regulatory protections for important salmon habitat**, including regulatory improvements that enhance protection of riparian areas and lake and marine shorelines.

- **Increase funding to regulatory entities for permit enforcement of land use regulations.** Lack of adequate regulatory permit enforcement enables continued unpermitted development and loss of habitat and critical areas.

- **Improve integration of salmon and Puget Sound recovery into land use planning and policies.**

- **Promote and fund stormwater management planning, coordination, and implementation at a watershed scale, address critical data/information needs, and seek innovative solutions to achieve multiple benefits from integrating stormwater management and habitat protection and restoration.**
  - Advance research, policy/product changes, and treatment actions to address impacts of the tire dust chemical 6PPD-quinone on salmon survival.
  - Support implementation of low impact development, green stormwater infrastructure, and retrofits to older stormwater facilities.
  - Seek a dedicated funding source for local government stormwater retrofits.
  - Create a new funding source or modify an existing one to support multiple benefit stormwater projects that integrate stormwater management and salmon habitat restoration (modeled on the Floodplains by Design funding program).

For more information about these priorities, please contact:
Jason Mulvihill-Kuntz, Salmon Recovery Manager
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)
jason.mulvihill-kuntz@kingcounty.gov • 206-477-4780

- **Align investments in equity and environmental justice with salmon recovery priorities** to achieve multiple benefits for salmon populations and human communities.

- **Support outreach, education, and stewardship projects and programs** that raise awareness, empower the next generation to continue salmon recovery and climate change mitigation work, and promote and engage private landowners in using best available science to guide decisions in how they manage their property to protect and restore important habitats and improve environmental conditions.

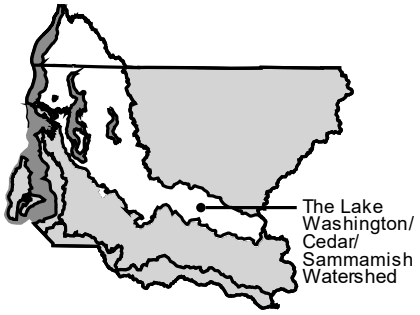
- **Increase investment in salmon recovery and Puget Sound restoration priorities through existing funding authorities, and support innovative funding approaches**, including new watershed-based and/or regional funding mechanisms and public-private partnerships that engage state agencies and private funding sources to support multiple-benefit projects.

For more information about these priorities, please contact:
Jason Mulvihill-Kuntz, Salmon Recovery Manager
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)
jason.mulvihill-kuntz@kingcounty.gov • 206-477-4780

Beaux Arts Village
Bellevue
Bothell
Clyde Hill
Edmonds
Everett
Hunts Point
Issaquah
Kenmore
Kent
King County
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

Alderwood Water and Wastewater District
The Boeing Company
Cedar River Council
Forterra
Friends of the Issaquah Salmon Hatchery
Mid-Sound Fisheries Enhancement Group
Mountains to Sound Greenway Trust
National Oceanic and Atmospheric Administration
Sno-King Watershed Council
Trout Unlimited
US Army Corps of Engineers
Washington Departments:
Ecology
Fish and Wildlife
Natural Resources
Washington Association of Sewer and Water Districts
Washington Policy Center
Water Tenders

November 5, 2024



The Honorable Jay Inslee
Office of the Governor
PO Box 40002
Olympia, WA 98504-0002

RE: Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Salmon Recovery Council State Legislative Priorities

Dear Governor Inslee:

Thank you for strong support and investment in salmon recovery during recent legislative sessions, which has been a critical boost to habitat restoration and scientific research. Your ongoing leadership is critical to ensuring we can continue our efforts—and Washington State's commitment—to protect and restore habitat for salmon listed as threatened under the Endangered Species Act. On behalf of the Lake Washington/ Cedar/Sammamish Watershed (WRIA 8) Salmon Recovery Council, we urge you to build on these investments by supporting priority salmon funding programs and habitat restoration efforts, which improve fish passage in streams, support tribal treaty fishing rights, ensure adequate stream flows, protect public access to open space, and make our watersheds and communities resilient to a changing climate.

The state's recent investment in salmon recovery is enabling local watershed groups and the Puget Sound region to make significant progress on our highest priority projects. However, our state's salmon populations continue to decline. To reverse this trend, we need to build on and sustain the increased investment in salmon recovery you supported. During the upcoming legislative session, we encourage you to accelerate this progress and momentum for salmon recovery and watershed health in Puget Sound and statewide.

Attached are the WRIA 8 Salmon Recovery Council's priorities for the 2025-2027 biennium. We ask your support for the following:

Capital Budget Requests:

Funding Program	Amount	Agency	Description
Puget Sound Acquisition and Restoration	$110 million	Recreation and Conservation Office	Grants for salmon habitat projects in all Puget Sound watersheds and a prioritized list of large salmon recovery projects

Salmon Recovery Funding Board	$125 million	Recreation and Conservation Office	Salmon habitat projects in watersheds around the state, and half the operating costs of the salmon recovery Lead Entity program to coordinate recovery
SRFB Riparian	$25 million	Recreation and Conservation Office	Priority riparian protection and restoration projects/programs
Floodplains by Design	$84 million	Department of Ecology	Multi-benefit floodplain projects that enhance salmon habitat and protect public health and safety
Estuary and Salmon Restoration Program	$27.5 million	Department of Fish and Wildlife	Restore priority shoreline and nearshore habitats critical to salmon and other species
Brian Abbott Fish Barrier Removal Board	$77 million	Recreation and Conservation Office	Removal of prioritized fish passage barriers
Stormwater Financial Assistance	$80 million	Department of Ecology	Local governments stormwater retrofit projects that treat polluted stormwater in priority areas
Riparian Buffer Incentives	$30 million	Department of Ecology	Riparian protection and restoration incentives to accelerate riparian buffer establishment
Streamflow Restoration	$40 million	Department of Ecology	Local watershed planning and projects to improve instream flows
Community Forest Program	$31 million	Recreation and Conservation Office	Protect and enhance important community forest lands, including stream headwaters and healthy stream conditions for salmon
Washington Wildlife and Recreation Program - Habitat Conservation Account	$67.5 million	Recreation and Conservation Office	Protect and restore priority salmon habitat

Operating Budget Requests:

Budget request	**Amount**	**Agency**	**Description**
Lake Washington predator suppression	$1.4 million	Department of Fish and Wildlife	Continues important work to control predatory fish in Lake Washington basin to support salmon survival
Reduce toxic tire chemical exposure	$8.9 million	Department of Ecology	Continue work to identify effective stormwater treatments, find safer alternatives, and monitoring
Accelerate floodplain resilience	$1 million	Department of Ecology	Update flood risk maps, provide technical support to communities, and help move salmon recovery projects forward

Priority Policy and Legislative Issues:

Climate change and salmon recovery:

Address effects of climate change on salmon and salmon habitat, including continuing to guide revenues from the Natural Climate Solutions Account (RCW 70A.65.270) to support investments in existing grant programs supporting salmon habitat protection and restoration and climate resiliency

Regulatory, permitting, and land use planning improvements:

- Advance streamlining regulatory review and permitting to support habitat restoration project implementation. Build on the Habitat Recovery Pilot Program at the Washington Department of Fish and Wildlife and the federal and state Multi-Agency Review Team to establish and support a coordinated and streamlined permitting process for ecologically beneficial projects.
- Increase funding to regulatory entities for permit enforcement of land use regulations. Lack of adequate regulatory permit enforcement enables continued unpermitted development and loss of habitat and critical areas.
- Improve regulatory protections for important salmon habitat, including riparian areas and lake and marine shorelines.
- Improve integration of salmon and Puget Sound recovery into land use planning and policies.

Stormwater management and salmon recovery:

- Promote and fund stormwater management planning, coordination, and implementation at a watershed scale, address critical data/information needs, and seek innovative solutions to achieve multiple benefits from integrating stormwater management and habitat protection and restoration.
    - Advance research, policy/product changes, and treatment actions to address impacts of the tire dust chemical 6PPD-quinone on salmon survival.
    - Fund implementation of low impact development, green stormwater infrastructure, and retrofits to older stormwater facilities. Seek a dedicated funding source for local government stormwater retrofits.
    - Create a new funding source or modify an existing one to support multiple benefit stormwater projects that integrate stormwater management and salmon habitat restoration.

Equity and environmental justice, outreach and education, and creative funding approaches:

- Align investments in equity and environmental justice with salmon recovery priorities to achieve multiple benefits for salmon populations and communities.
- Support outreach, education, and stewardship projects and programs that raise awareness, empower the next generation to continue salmon recovery and climate change mitigation work, and promote and engage private landowners in using best available science to guide their property management decisions.
- Increase investment in salmon recovery and Puget Sound restoration priorities through existing funding authorities, and support innovative funding approaches, including new watershed-based and/or regional funding mechanisms and public-private partnerships that engage state agencies and private funding sources to support multiple-benefit projects.

WRIA 8 appreciates the challenges involved in making state budget decisions and applauds your leadership. Thank you again for your work to continue Washington State's commitment to salmon and orca recovery, restoring Puget Sound, and working to address effects of climate change. If you have any questions about projects funded in WRIA 8 or how these priorities advance salmon recovery objectives, please contact Jason Mulvihill-Kuntz, Salmon Recovery Manager for the Lake Washington/Cedar/Sammamish Watershed (WRIA 8), at 206-477-4780 or jason.mulvihill-kuntz@kingcounty.gov. Thank you for your consideration.

Sincerely,

John Stokes
Chair, WRIA 8 Salmon Recovery Council
Councilmember, City of Bellevue

Vanessa Kritzer
Vice-Chair, WRIA 8 Salmon Recovery Council
Councilmember, City of Redmond

cc: Laura Bradstreet, Executive Director, Puget Sound Partnership
Megan Duffy, Director, Washington State Recreation and Conservation Office
Hillary Franz, Commissioner of Public Lands, Washington Department of Natural Resources
Kelly Susewind, Director, Washington Department of Fish and Wildlife
Laura Watson, Director, Washington Department of Ecology
Justin Parker, Executive Director, Northwest Indian Fisheries Commission
Rob Duff, Executive Director of Policy and Outreach, Office of the Governor
Ruth Musgrave, Natural Resources Policy Advisor, Office of the Governor
Carrie Sessions, Environment and Water Policy Advisor, Office of the Governor
Pat Sullivan, Director, Office of Financial Management
Nona Snell, Budget Director, Office of Financial Management
Jim Cahill, Senior Budget Advisor, Natural Resources, Office of Financial Management
Matthew Hunter, Budget Advisor, Natural Resources, Office of Financial Management
Lisa Borkowski, Budget Advisor, Natural Resources, Office of Financial Management
Jennifer Masterson, Senior Budget Advisor, Office of Financial Management
Shelly Willhoite, Capital Budget Assistant, Office of Financial Management
Jeff Breckel, Chair, Washington State Salmon Recovery Funding Board
David Troutt, Chair, Puget Sound Salmon Recovery Council
Erik Neatherlin, Executive Coordinator, Governor's Salmon Recovery Office
Mike Lithgow, Chair, Washington Salmon Coalition
Lake Washington/Cedar/Sammamish Watershed Salmon Recovery Council members
Jason Mulvihill-Kuntz, Salmon Recovery Manager, Lake Washington/Cedar/Sammamish Watershed

WRIA 8 Salmon Recovery Council
Meeting Schedule for 2025

Salmon Recovery Council	Date and Time	Location
Salmon Recovery Council	Thursday, January 16 2:00 - 4:15 p.m.	Virtually held via Zoom
Salmon Recovery Council	Thursday, March 20 2:00 - 4:15 p.m.	Virtually held via Zoom
Salmon Recovery Council	Thursday, May 15 2:00 - 4:15 p.m.	Virtually held via Zoom
Salmon Recovery Council	Thursday, July 17* 2:00 - 4:15 p.m.	Location TBD
Salmon Recovery Council	Thursday, September 18* 2:00 - 4:15 p.m.	Location TBD
Salmon Recovery Council	Thursday, November 20 2:00 - 4:15 p.m.	Virtually held via Zoom

** Possible in-person meetings.*

WRIA 8 Salmon Recovery Council
Chair and Vice Chair Selection

November 21, 2024

Background

According to WRIA 8 Salmon Recovery Council (SRC) Operating Guidelines, the SRC Chair and Vice Chair leadership positions are selected every two years, on even years, typically at the final meeting of the year in November. At the November 21 meeting, the SRC will consider filling both leadership positions. Chair and Vice Chair selections are made by a vote of the SRC members present at the meeting. The Chair must be an elected official representing a party to the WRIA 8 Interlocal Agreement (ILA). The Vice Chair can be an elected official representing a party to the ILA or a Stakeholder member of the Council. Interest in filling the positions was solicited from SRC members.

Current SRC Chair, John Stokes, City of Bellevue Councilmember, is stepping down as Chair. Current Vice Chair, Vanessa Kritzer, City of Redmond Councilmember, expressed interest in serving as Chair and Carston Curd, City of Bothell Councilmember, expressed interest in serving as Vice Chair. No additional interest in either position was received.

Decision/Recommendation

The SRC should approve the following Chair and Vice Chair selection for the term beginning in 2025 through 2026:

- WRIA 8 SRC Chair – Vanessa Kritzer, City of Redmond Councilmember
- WRIA 8 SRC Vice Chair – Carston Curd, City of Bothell Councilmember

WRIA 8 Salmon Recovery Council
Interlocal Agreement Renewal (2026-2035)

November 21, 2024

Decision

The SRC should consider approval of the proposed final draft WRIA 8 Interlocal Agreement.

Background

The current WRIA 8 Interlocal Agreement (ILA) between the 29 local government partners expires December 31, 2025. The ILA provides a mechanism and governance structure for the joint funding, planning, and implementation of priority salmon recovery projects and programs. The ILA and the memorandum of understanding between King County as WRIA 8 service provider and the Salmon Recovery Council (SRC) need to be renewed to continue the WRIA 8 salmon recovery effort. Between July and November, WRIA 8 ILA partners worked with WRIA 8 staff and the King County Prosecuting Attorney's Office to develop final draft language for a renewed ILA for approval by the WRIA 8 Salmon Recovery Council at the November 2024, and ratification by all ILA partners by the end of 2025. The new ILA is intended to be effective on January 1, 2026.

The current WRIA 8 ILA has served partner governments well and no major changes have been identified to the purpose, structure, or function of the Salmon Recovery Council or Management Committee. Therefore, the proposed draft ILA largely reflects clerical edits and reorganization to improve clarity, reflect current practice, and make the ILA more concise. A summary of more significant changes is in the table on page 3. The ILA review process and schedule below identifies major milestones for renewing the ILA by December 31, 2025. The renewed ILA will be effective by January 1, 2026, or when at least 9 jurisdictions representing at least 70% of the population of WRIA 8 have signed the ILA.

ILA Review and Process

- ✓ **May-June 2024:** WRIA 8 staff work with King County Prosecuting Attorney's Office to develop draft ILA language.

- ✓ **July:**
  - ILA Renewal 'kickoff' with initial review of draft language by WRIA 8 Implementation and Technical Committee and Salmon Recovery Council.

- Send draft ILA to WRIA 8 ILA partner governments to request formal review and identify appropriate point of contact.

✓ **September:**
- Host virtual meeting with interested partner attorneys to review and discuss draft ILA.
- Update Salmon Recovery Council and Implementation Technical Committee on review feedback.

☐ **November 21 SRC meeting: Salmon Recovery Council approves ILA.**

☐ **December 2024 – November 2025:**
- Final ILA available for partner governments to sign.
- Presentations, as necessary, to ILA partner governments to seek ILA ratification.

☐ **December 2025:**
- Final ILA is ratified and signed by all partner governments or the minimum required number of partners for ILA to be in effect (at least nine partner governments representing at least 70% of the affected population).

WRIA 8 ILA Renewal – Summary of Proposed Changes

July 2024

Proposed Change	Document Reference	Notes/Considerations
Added to "Whereas" statement on page 2 to include "stormwater management" and "water quality improvement" to the example regional efforts that ILA parties are interested in integrating with salmon recovery actions.	Preamble (p.2), second to last "Whereas" statement	• Recognizes the interest in seeking multiple benefits of salmon recovery actions with other closely aligned regional efforts.
Explicitly define the eligible ILA partners to include state, local, and tribal governments, agencies, and special purpose districts within WRIA 8.	Definitions – Eligible Jurisdictions (Section 1.1, p3)	• Broadens potential ILA membership and coordination; • Salmon Recovery Council approves addition of any new ILA partners and the annual cost share for added partners; • May require changes to the proportional/ weighted voting rules in Section 5.1.2; • Could allow entities other than cities and counties more influence in WRIA 8 decisions.
Replace reference to "citizens" with "residents"	Throughout	• More inclusive and better represents WRIA 8 outreach and engagement interests.
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.	Effective date and term (Section 3, p.5)	• Clarifies when the ILA is in effect.
Add new sections to enable a subset of ILA parties to cost share services from the service provider (King County in this case) in addition to the annually approved WRIA 8 services, which would be	Organization and Membership (Section 4.3.2 & 4.3.3, p.7)	• Enables ILA parties to collaborate on other associated mutually beneficial efforts that may interest some, but not all WRIA 8 ILA parties. • Provides flexibility for addressing emerging issues or priorities.

Revises the due date for developing and approving an annual budget to October 1 (previously September 1)	Organization and Membership (Section 4.4, p.7) Obligations of Parties; Budget; Fiscal Agent; Rules (Section 7.3, p.12)	• Reflects current practice to approve the budget for the coming year at the Salmon Recovery Council's September meeting.
Changed sequence of evaluating service provider and fiscal agent performance to every two years instead of every three years.	Organization and Membership (Section 4.6, p.8)	• This reflects an appropriate evaluation sequence as discussed by WRIA 8, WRIA 9, and the Snoqualmie Watershed Forum staff in communication with King County.
Added new Section 10, to address a requirement in RCW 39.34.030, regarding how any property acquired on behalf of the WRIA 8 Salmon Recovery Council will be dealt with upon termination of the agreement.	Property (Section 10, p.15)	• Addresses requirement in RCW 39.34.030 • The parties to the ILA have not, and do not anticipate, needing to acquire or hold property to fulfill the purpose of the ILA.

Lake Washington/Cedar/Sammamish Watershed (WRIA 8)

2024 FACTSHEET

Making our watershed a place where people and salmon can live together – ten years of progress in WRIA 8

The Lake Washington/Cedar/Sammamish Watershed (also referred to as the Water Resource Inventory Area, or WRIA, 8) partnership has actively worked to protect and restore habitat for threatened Chinook salmon and improve watershed health since 2000. The partnership is comprised of 29 local governments, state and federal agencies, community organizations, businesses, and special purpose districts.

WRIA 8 partners are working together for maximum impact

- Guiding implementation of the watershed's salmon recovery plan and identifying the highest priority activities for local, state, and federal grant funding.
- Ensuring partners are knowledgeable about key issues and policies affecting salmon and the most current science informing recovery efforts.
- Providing opportunities for cross-jurisdictional collaboration on high priority restoration activities and legislative outreach.

What's been accomplished in the last 10 years?

Protecting and restoring habitat

200 Grants with **22** Project sponsors

163 Acres planted in riparian

45.3 Total miles riparian treated

4,228 Pieces of wood installed

70.3 Acres of floodplain reconnected

10 Acres of channel/off-channel connected or added

1.2 Miles of levee removed or set back

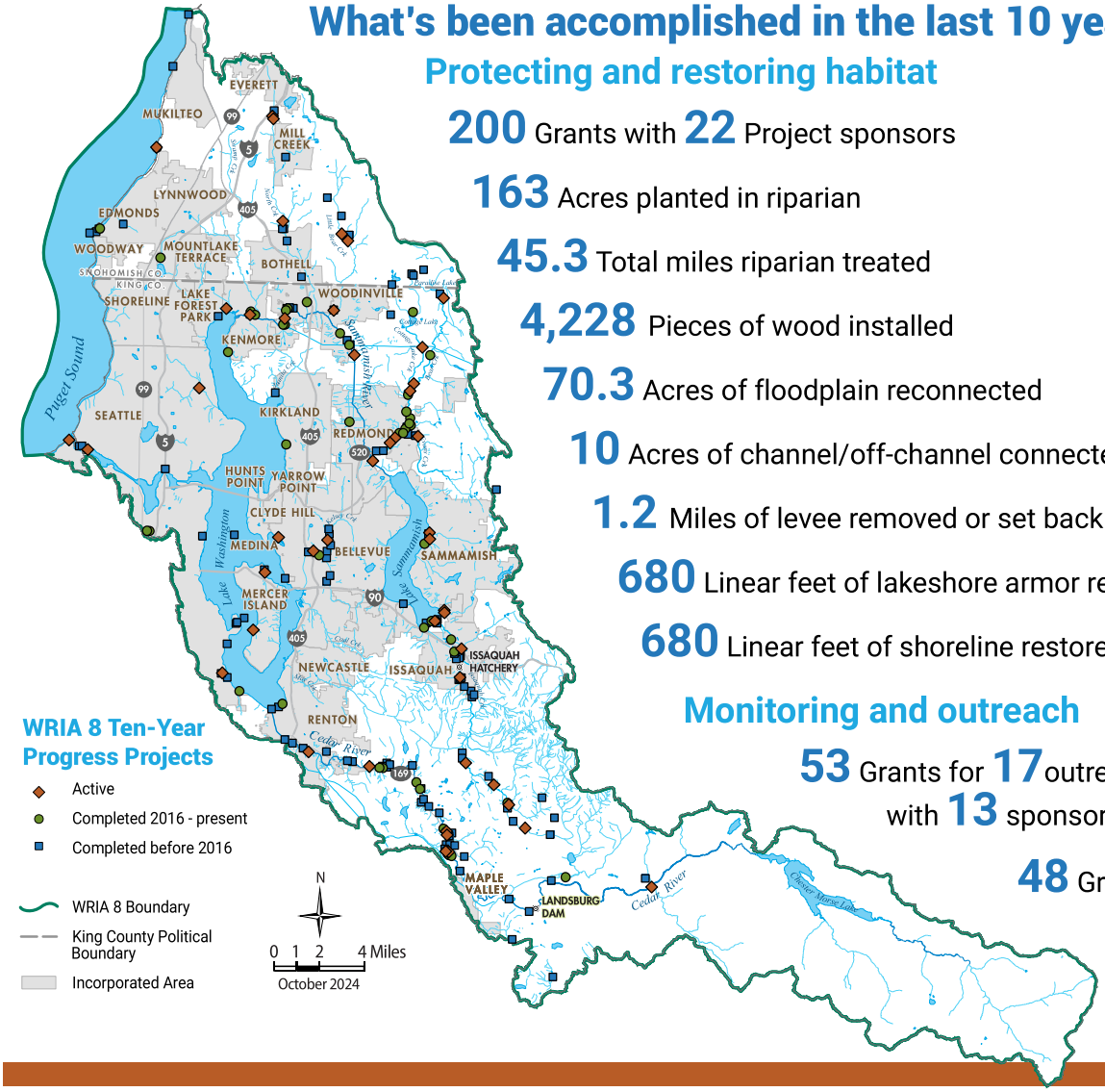
680 Linear feet of lakeshore armor removed

680 Linear feet of shoreline restored

Monitoring and outreach

53 Grants for **17** outreach programs with **13** sponsors

48 Grants for **26** monitoring activities and studies with **10** sponsors



Lake Washington/Cedar/Sammamish Watershed (WRIA 8)

2024 FACTSHEET

Investing in salmon

Project Type	Number of Grant Awards	Total Grant Funding Awarded	Total Matching Funds
Acquisition	6	$3,312,971	$2,972,500
Monitoring	48	$4,634,772	$2,325,182
Outreach	53	$1,410,340	$2,769,973
Restoration	93	$28,905,326	$38,383,693
Grand Total	**200**	**$38,263,409**	**$46,451,348**

Table includes grant funding directed by the WRIA 8 Salmon Recovery Council through the King County Flood Control District Cooperative Watershed Management grant program, and the state Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration grant programs.

Riverbend Floodplain Restoration project, pre-planting (Cedar River)

Riverbend Floodplain Restoration project, one year post-construction (Cedar River)

Project highlight: Riverbend floodplain restoration

King County acquired and restored 52 acres of floodplain and a mile-long stretch of the Cedar River east of Renton. They worked with Seattle Public Utilities to remove failing levees, plant over 23,000 trees and 44,000 shrubs, and create side channels that provide slow-water shallow habitat that is ideal for multiple salmon species. This project also improved resiliency to climate change by relocating residents out of harms way and addressing the increasing risk of flood damage to the Cedar River Trail, State Route 169, and underground utilities including a priority regional fiberoptic trunk line.

For more information

Jason Mulvihill-Kuntz, Salmon Recovery Manager,
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)
jason.mulvihill-kuntz@kingcounty.gov
206-477-4780

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 ~~county and city~~ 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 ~~Lake Washington/Cedar/Sammamish Watershed (~~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 ~~participated in an~~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 ~~and 2006~~ to ratify the WRIA 8 Plan, and

WHEREAS, the parties have ~~participated in an extension of~~executed the 2001-2005 Interlocal Agreement, and extensions ~~and an Interlocal Agreement~~ 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

Commented [GM1]: From Bellevue CAO: The City believes the working title is a little vague and adding some language may help the reader to quickly understand intent/purpose/limits of the interlocal.

Commented [GM2R1]: KC Response: The title has been the same for 20 years and KC's preference would be to keep it as-is to avoid confusion.

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WHEREAS, the parties have participated for 20 years in prioritizinged and contributinged 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 use adaptive management for identifying, coordinateing, and implementing basin planshabitat, and water quality, flood hazard reduction, and water quantity, and habitat 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 the Lake Washington/Cedar/Sammamish WatershedWRIA 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.water quality and agriculture; 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:

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MUTUAL COVENANTS AND AGREEMENTS

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

1.1. **ELIGIBLE ~~JURISDICTIONS~~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. ~~including: the Counties of King and Snohomish; federally recognized Indian tribes located within WRIA 8; the cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville; the towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other interested public agencies and tribes~~special purpose district~~s~~.

~~1.1.~~1.2. **WRIA 8 ILA Parties**: The Parties to the WRIA 8 Interlocal Agreement ("Party" or "Parties") are the ~~Parties~~***Eligible Governments*** 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 8 Salmon Recovery Council***.

~~1.2.~~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 ~~***WRIA 8 ILA Party***~~, representatives and ~~***Stakeholders***~~ ~~representatives deemed by the pParties to this Agreement to be appropriate for the implementation and adaptive management of the ***WRIA 8 Plan***.~~ 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 ~~an advisory body~~ responsible for making recommendations for implementing the ***WRIA 8 Plan*** to the ***Parties***. ~~including substantive plan amendments~~ ~~members who are designated representatives of eligible jurisdictions~~ governments ~~who have authorized the execution of and become parties to this Agreement. In addition, the ***WRIA 8 Salmon Recovery Council*** includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the ***WRIA 8 Plan***. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.~~

~~1.3.~~1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN~~, ***JULY 2005***~~: The ***WRIA 8 Chinook Salmon***

Commented [GM3]: KC comment: suggest cutting list of eligible jurisdictions to avoid appearance of restricting participation.

Commented [GM4]: SCAO comment: Do we need to state "other interested public agencies and special purpose districts" at the end? This seems redundant. Also, it implies that other local governments or tribes could not join even if interested.

Commented [GM5R4]: SCAO comment: Also WRIA 9 limits this to interested governments within the boundaries.

Commented [GM6R4]: KC Response: Does cutting everything after special purpose districts resolves these comments?

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Commented [GM7]: KC comment: for consistency: WRIA ILA Parties are used to refer to the party (i.e. the government entity), WRIA ILA Party representative is used to refer to the member of the WRIA 8 Salmon Recovery Council, Stakeholders is used for all non-party actors.

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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 ~~stakeholder~~ ***Stakeholders*** ~~representatives~~ and ratified by the ~~parties~~ ***WRIA 8 ILA Parties*** ~~to this Agreement~~ 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 ~~consists of at least five (5) elected officials or their designees. The~~ ***Management Committee*** are is chosen by ***WRIA 8 ILA Party*** representatives***ies***, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the ***WRIA 8 ILA Parties*** as provided in Section 4.2. ~~from parties to the Agreement which are chosen by the party members of the ***WRIA 8 Salmon Recovery Council***, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the ***WRIA 8 Salmon Recovery Council's*** behalf.~~

1.5 **SERVICE PROVIDER~~(S)~~**: ***Service Provider~~(s)~~***, 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~~(s)~~*** 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~~for~~*** ~~the recovery of the listed species under the Endangered Species Act, and may include but are not limited to environmental and business interests~~. ***Stakeholders*** ~~are appointed by ***WRIA 8 ILA Parties*** using the voting provisions of Section 5.3 of this Agreement. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.~~

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 ~~implementation 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~~

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Commented [GM8]: SCAO: This agreement defines the Fiscal Agent as King County. I recommend allowing the WRIA 8 to select a different Fiscal Agent through its voting procedures - similar to the Service Provider.

Commented [GM9R8]: KC Response: By statute the fiscal agent must be a city or county treasurer. The County's strong preference is to retain this position as the current service provider. Please let us know if a meeting is needed to discuss this provision.

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~~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 state wide salmon recovery forums.

2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation ~~and management of 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 ~~citizens~~ residents and other ~~***stakeholders***~~ ***Stakeholders*** in ~~such~~ 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.

Commented [MG10]: KC comment: removed redundancy.

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Commented [GM11]: SCAO comment: Suggest community members - "residents" can be perceived as unfairly limited.

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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 ~~January 1, 2016~~ 2026 ~~provided it has been signed by that date~~ by at least nine (9) of the ***Eligible Governments*** ~~eligible within WRIA 8~~ representing at least seventy percent (70%) of the affected population, as authorized by each ~~jurisdiction's~~ ***Parties'*** ~~s~~*Parties'* ~~local government's~~ 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. ~~If such requirements are not met by January 1, 2016~~2026, ~~then the effective date of this Agreement shall be the date on which such requirements are met. This Agreement provides the mechanism and governance structure for implementation of the ***WRIA 8 Plan*** from January 1, 2016 through December 31, 2025.~~ Once effective, this Agreement shall remain in effect through December 31, ~~2025~~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** ~~eligible jurisdictions within WRIA 8~~ representing at least seventy per~~-~~cent (70%) of the affected population~~,~~ of WRIA 8.

4. **ORGANIZATION AND ~~NATURE OF WRIA 8 SALMON RECOVERY COUNCIL~~MEMBERSHIP.** The parties hereby establish ~~a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "***WRIA 8 Salmon Recovery Council***") the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the ***WRIA 8 Salmon Recovery Council***,~~ to serve as the formal governance structure for carrying out the purposes of this Agreement in ~~partnership~~collaboration with ***Stakeholders*** ~~non-party members~~.

~~4.~~ 4.1 Each ***WRIA 8 ILA Party*** ~~party to this agreement~~ 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. ~~In addition,~~ A ***Party*** representative's positions will be considered ~~vacant~~inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. ~~until that time in which the party member is present.~~ ~~The ***WRIA 8 Salmon Recovery Council*** is a voluntary association of~~ the **Eligible Governments** ~~the county and city governments, and other interested public agencies and tribes~~entities, ~~located wholly or partially within the management area of WRIA 8 and the Lake Washington/Cedar/Sammamish watershed basins and associated Puget Sound drainages who choose to be parties to this Agreement. Representatives from~~

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Commented [MG12]: KC Response to Section 5.1 comment - added definition of active party for purposes of voting quorum.

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stakeholder ~~***entities***~~***Stakeholders*** ~~who are selected under the voting provisions of Section 5.3~~2 ~~of this agreement are also part of this association.~~ ***Stakeholders*** shall be appointed or removed by ***Party*** representatives using the voting provisions of Section 5.3 of this Agreement.

4.~~1~~2 Upon the effective execution of this agreement and the appointment of representatives to the ***WRIA 8 Salmon Recovery Council***, ~~the party members~~appointed representatives ~~of~~ the ***WRIA 8 Salmon Recovery Council*** shall meet and choose from among ~~its members~~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 ~~party members of 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, ~~for~~ 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*** ~~4.1.1 Services~~ to the ***WRIA 8 Salmon Recovery Council*** for the term of this agreement shall be ~~provided by~~ King County Department of Natural Resources and Parks, ~~which shall be the primary ***Service Provider*** unless the~~ ***Parties*** ~~party members,~~ 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 ~~King County~~the ***Service Provider*** and an authorized representative of ***WRIA 8 Salmon Recovery Council*** ~~WRIA 8~~, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff ~~in increments no smaller than .5 FTE~~, 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.~~1~~3.~~2~~1 The ***Management Committee*** shall make recommendations to ~~the party members of~~ 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

Commented [GM13]: SCAO comment: The Salmon Recovery Council is already defined, so much of this is unnecessary.

Commented [MG14R13]: KC Response: Moved some of this language up to the definition section and cut otherwise redundant language.

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Commented [GM15]: SCAO comment: This is also a defined term; some of this is redundant

Commented [MG16R15]: KC Response: Simplified definition.

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Commented [GM17]: SCAO comment: Provide the same option for switching Fiscal Agent.

Commented [MG18R17]: KC Response: See Response above.

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the ***Management Committee*** shall be established by the ~~party members of the~~ ***WRIA 8 Salmon Recovery Council***.

4.3.2 A subset of the ~~***WRIA 8 ILA***~~ ***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.

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 4.3.2, and ~~the Chair of the~~an authorized representative of ~~WRIA 9~~the ***WRIA 8 Salmon Recovery Council*** ~~***Management Committee***~~ ~~***WRIA 9 Management Committee***~~, which shall set out the expectations for the additional services to be provided to the subset of the ***Parties*** to this Agreement pursuant to Section 4.3.2.

4.~~2~~4 ~~The party members of the ***WRIA 8 Salmon Recovery Council*** shall have the authority and mandate to establish and adopt the following:~~

~~4.2.1~~ By ~~September~~ October 1 of each year, ~~party members of~~ the ***WRIA 8 Salmon Recovery Council*** shall ~~establish~~ develop and approve an annual budget, establishing the level of funding and total resource obligations of the ~~***parties***~~ ***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***~~party to the Agreement~~, 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***~~, as more current data become available, and in accordance with Section 2.2~~. Individual ~~party~~ cost shares may change more frequently than every three years for ***Parties*** ~~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 ~~***WRIA 8 ILA***~~ ***Party*** representatives ~~members~~ of the ***WRIA 8 Salmon Recovery Council*** shall oversee and administer the expenditure of budgeted funds and allocate

Commented [A19]: What's the purpose of this section? Subset vs. all Parties?

Commented [MG20R19]: KC response: Intent is to allow parties, at their discretion, to use this ILA as a vehicle to perform additional work within the scope of the WRIA 8 ILA where they, and KC, have capacity to do so.

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Commented [A21]: Salmon Recovery Council?

Commented [A22]: In WRIA 8 this has always been the Salmon Recovery Council Chair.

Commented [A23R22]: Update to reflect 4.3

Commented [GM24]: SCAO Comment: Clarify that the services provided and paid for will be subject to written agreement between the subset of parties and service provider.

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

~~4.2.2~~ 4.6 ~~Party members of t~~The ***WRIA 8 Salmon Recovery Council*** shall ~~R~~review and evaluate ~~annually~~ the duties to be assigned to the ***Management Committee*** hereunder and the performance of the ***Fiscal Agent*** and ***Service Provider~~(s)~~*** to this Agreement, and provide for whatever actions ~~it deems~~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 ~~beginning~~starting in 2027~~.~~. In evaluating the performance of any ***Service Provider~~(s)~~***, ~~at least every three (3) years,~~ the ***WRIA 8 Salmon Recovery Council*** may retain an outside consultant to perform a professional assessment of the work and services so provided. ~~Evaluations of the ***Service Provider***(s) shall occur in years 3, 6, and 9 of the Agreement~~

~~4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.~~

4.~~3~~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***~~ ***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.~~4~~8 T~~he party members of t~~he ***WRIA 8 Salmon Recovery Council*** shall adopt operating and voting procedures for its deliberations, but such procedures shall ~~do~~ 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 ***P~~p~~arti~~es~~~~y~~*** ~~members~~ on the ***WRIA 8 Salmon Recovery Council*** shall make decisions; approve scope~~s~~ of work, budget~~s~~, 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*** ~~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*** ~~party members~~ at

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Commented [A25]: Is this different than the new section 4.3.2?

Commented [MG26R25]: KC Response: Purpose of this provision is to allow contracting with entities outside of this WRIA 8 ILA.

For example, the County has used technical service agreements or outreach agreements that require contractors and were entered into by multiple WRIAs.

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the meeting, or by a majority recommendation agreed upon by the active ***Parties*** ~~party members~~, as specified in Section 4.1, with a minority report. Any ***Party*** ~~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*** ~~*party* members~~. A quorum exists if a majority of the active ***Parties'*** representatives ~~party members~~ are present at the ***WRIA 8 Salmon Recovery Council*** meeting, provided that positions left vacant on the ***WRIA 8 Salmon Recovery Council*** by ~~*parties* **WRIA 8 ILA Parties**~~ shall not be included in calculating the quorum. ~~In addition, positions will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum until that time in which the party member is present.~~

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: ~~The voting procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a quorum of the active party members present for any action or decision to be effective and binding.~~

5.~~1~~2.1 Each ~~***party* WRIA 8 ILA *Party***~~, through its appointed representative, may cast its weighted vote in connection with a proposed ***WRIA 8 Salmon Recovery Council*** action. ~~Stakeholders shall not cast a vote for decisions subject to voting under Section 5.2. 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 party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.~~

5.~~2~~1.2 ~~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:~~ The weighted vote of each ***WRIA 8 ILA Party*** ~~party~~ in relation to the weighted votes of each of the other ***WRIA 8 ILA Parties*** ~~parties~~ shall be determined by the percentage of the annual contribution by each ~~p~~***Party*** set in accordance with Subsection 4.2.1 in the year in which the vote is taken.

5.2.3

~~5.1.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed ***WRIA 8 Salmon Recovery Council*** action.~~

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~~5.1.2.2 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 by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.~~

~~5.1.2.3~~ For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active ~~***party***~~ ***Parties*** ~~members to this Agreement~~ and by a majority of the weighted votes of the active ***Parties***~~party members to this Agreement~~. ~~No action shall be valid and binding on the parties to this Agreement until it shall receive majority of votes of both the total number of active party members to the Agreement and of the active members representing a majority of the annual budget contribution for the year in which the vote is taken.~~ A vote of abstention shall be recorded as a "no" vote.

5.~~2~~3 The ~~party members on the~~ ***WRIA 8 Salmon Recovery Council*** may deem it appropriate to appoint to the ***WRIA 8 Salmon Recovery Council*** non-party ~~***stakeholder***~~ ***Stakeholders*** ~~representatives and other persons who are appropriate for the implementation and adaptive management of the ***WRIA 8 Plan***~~.

5.~~2~~3.1 Nomination of ***Stakeholder*** ~~representatives~~ ~~***s***~~ ~~such non-party members~~ may be made by any ***Party*** representative ~~member of~~to the ***WRIA 8 Salmon Recovery Council***. Appointment to the ***WRIA 8 Salmon Recovery Council*** of a ***Stakeholder*** ~~representatives~~***s*** ~~such non-party members~~ requires either consensus or a dual majority vote of the ~~***party***~~ ***Parties*** ~~members~~ as provided in Section 5.~~1~~2.

5.~~3~~2.2 ~~***The WRIA 8 ILA Party***~~party ~~members~~ representatives on the ***WRIA 8 Salmon Recovery Council*** may deem it appropriate to allow ***Stakeholders*** ~~representatives~~***s*** ~~non-party members~~ to vote on particular ***WRIA 8 Salmon Recovery Council*** decisions. The ~~***party members***~~ ***WRIA 8 Salmon Recovery Council*** may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Section~~s~~ 5.1, except in the case where legislation requires non-party member votes. ***Stakeholder***s ~~representatives~~***s***~~,~~ shall not cast a vote for decisions subject to voting under Section 5.2.

5.~~2~~3.3 Decisions of the entire ***WRIA 8 Salmon Recovery Council***~~, both party and non-party members,~~ 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~~s~~ 5.1~~, and a majority of the non-party members~~.

5.3.4 By accepting appointment to the ***WRIA 8 Salmon Recovery Council***, ***Stakeholders*** agree to follow the operating and voting procedures established

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Commented [MG28]: KC Comment: After reviewing the history of this provision, I believe the dual majority requirement is an intended feature. The intent was to prevent either large jurisdictions or a large number of smaller jurisdictions from unilateral decision making.

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Commented [A29]: It seems like "other persons who…" would fit under the definition of a Stakeholder. I would suggest broadening the definition of Stakeholder if that's not the case.

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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 ~~with an adaptive management approach. Such an approach anticipates updates and amendments to the ***WRIA 8 Plan***. Such amendments to be effective and binding must comply with the following provisions~~consistent with the following:

6.1 The ***WRIA 8 Salmon Recovery Council*** shall provide information to the ***~~WRIA 8 ILA~~ Parties*** ~~parties to the Agreement~~ 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 ~~that~~ 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*** ~~parties to this Agreement~~ 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~~ Parties*** agree that any amendments to the ***WRIA 8 Plan*** shall not be forwarded separately by any ~~of ***them******party******Party***~~ or ***Stakeholder*** to any regional, state, or federal agency unless ~~it~~ the changes ha~~s~~ve been approved and ratified as provided herein.

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

7.1 Each ~~***party***~~ ***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.~~2.1~~4.

7.2 The maximum funding responsibilities imposed upon the ***Party*** ~~parties~~ during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein. ~~The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1, or as annexations result in changes to the area, population, and assessed value calculation for those parties involved in the annexation to the extent that the cost shares established by the formula set forth in Exhibit A would be changed for such parties by the annexation~~

7.~~3~~2 No later than ~~September~~ 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~~ The budget shall propose the level of funding and other responsibilities (~~e.g.~~e.g., staffing) of the individual ***Parties*** ~~parties~~ for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation ~~and adaptive management~~ activities within ~~the~~ WRIA 8. The ***Parties***~~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~~budget, ~~and~~budget and shall have done so no later than December 1~~st~~ of each such year.

7.~~4~~3 Funds collected from the ***Parties*** ~~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*** ~~county or city government, or other interested public agency or tribe in King or Snohomish County lying wholly or partially within the management area of or with a major interest in WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this~~

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~~Agreement within twelve (12) months of the effective date of this Agreement~~ may become a ***Party*** ~~party~~ only with the written consent of all the ***Parties*** ~~parties~~. The provisions of Section 5 otherwise governing decisions of the ***WRIA 8 Salmon Recovery Council*** shall not apply to ~~Section 8~~this section. The ***WRIA 8 Salmon Recovery Council*** ~~parties~~ and the ***Eligible Government*** ~~county, city, or other public agency or tribe~~ seeking to become a party shall jointly determine the terms and conditions under which the ***Eligible Government*** ~~county, city, or other public agency or tribe~~ may become a ~~***party***~~***Party***. ~~The~~se terms and conditions shall include payment of an amount by the new ~~***p***~~***Party*** ~~***by*** such county, city, or other public agency or tribe~~ to the ***Fiscal Agent***. ~~of the amount determined jointly by the parties and the county, city, or other public agency or tribe t~~The amount of payment is determined jointly by the ***WRIA 8 Salmon Recovery Council*** and the new ~~***P***~~***p*Party**. The payment of the new ~~***P***~~***p*Party** is to be a fair and proportionate share of all costs associated with activities undertaken ~~o represent such county, city, or other public agency or tribe's fair and proportionate share of all costs associated with activities undertaken~~ by the ***WRIA 8 Salmon Recovery Council*** and the ~~parties~~ ***Parties*** on its behalf as of the date the ~~county, city,~~***local gEligible Government*** ~~or other public agency or tribe~~ becomes a ~~***party***~~***Party***. Any ~~county, city,~~***Eligible Government*** ~~government or other public agency or tribe~~ that becomes a ~~party~~ ***Party*** pursuant to this section shall thereby assume the general rights and responsibilities of all other ~~parties~~ ***Parties*** to this Agreement.

~~After the inclusion of such entity as a party to this Agreement, the formula for party contribution shall be adjusted for the following year to reflect the addition of this new party.~~

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. ~~This Agreement may be terminated by any party, as to that party only, upon sixty (60) calendar days' written notice to all other parties.~~ The terminating ~~party~~ ***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 ***Pp*~~***p***~~*arty** up to the effective date of such termination. ~~p~~It is possible that the makeup of the ~~p~~***Parties*** to this Agreement may change from time to time. Regardless of any such changes, the ~~***p***~~***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 ~~***p***~~***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 ***Pp*~~***p***~~*arties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each ~~***p***~~***Party's*** cost share percentage of the total budgeted

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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 ~~p~~***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. ~~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.~~

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***, ~~city and county governments, and federal law as governing to tribes,~~ and for the limited purposes set forth in this agreement, each ~~p~~***Party*** shall protect, defend, hold harmless and indemnify the other ***Parties***~~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***~~party's~~ own negligent acts or omissions related to such ***Party's***~~party's~~ participation and obligations under this Agreement. Each ***Party's*** ~~party~~ 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***~~party~~, by mutual negotiation, hereby waives, with respect to the other ***Parties***~~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 ~~sub~~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 ***P~~p~~arties*** to this Agreement intend to assume any responsibility, risk or liability of any other ***P~~p~~arty*** to this Agreement or otherwise with regard to any ***Party's***~~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 ~~a~~ voluntary ~~agreement~~ and it is acknowledged and agreed that, in entering into this Agreement, no ~~pa~~***Party***~~rty~~ is committing to adopt or implement any actions or recommendations that may be contained in the ***WRIA 8 Plan*** pursuant to this Agreement.

Commented [GM30]: Bellevue CAO Comment: While it is the City's experience such provisions are often omitted from interlocals, the City reads RCW 39.34.030 to require such provisions.

I'm not sure how the parties have worked together in the past, and I assume the King County as the service provider provides most of the property to facilitate the Agreement's work, but maybe a provision similar to the following would be an acceptable place holder:

Commented [GM31R30]: KC Response: From a long-term management perspective, I'd recommend tying ownership to jurisdictional boundary (i.e. project property acquired in Bellevue becomes Bellevue's to own and maintain).

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13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing herein shall preclude any one or more of the ***Parties*** ~~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*** ~~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 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***~~***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, represented by affirmative action by ~~their~~ each ***Party's*** legislative bodies~~y~~.

16. **COUNTERPARTS**. This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES**. The governing body of each ~~p~~***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 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, 2024, and was adopted on or about _____.

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: _____

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Commented [GM32]: Bellevue CAO: The City recognizes the previous ILA contemplated an end date of December 31, 2025; unless "extended for such additional terms as the parties may agree to in writing…"

The City believes a provision expressly repealing and replacing the prior ILA may provide clarity – especially if the new ILA is executed by the requisite parties before 12/31/2025.

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WRIA 8 Cooperative Watershed Management 2025 Grant Program Funding Guidance

November 2024

Staff recommends status quo funding guidance

The King County Flood Control District (FCD) provides funding to the King County portions of WRIAs 7, 8, 9, and 10 through the Cooperative Watershed Management (CWM) grant program. Eligible activities include habitat restoration and acquisition projects, monitoring and assessment, and outreach and education.

For each annual grant cycle, the WRIA 8 Salmon Recovery Council (SRC) is asked to provide funding targets for the three categories of eligible activities. The SRC-approved targets serve as guidance for the WRIA 8 Project Subcommittee in developing grant funding recommendations. However, the SRC grants flexibility to the Project Subcommittee to deviate from these targets if there is a strong justification for doing so.

No change is proposed to the funding targets for the 2025 CWM grant cycle. The total amount available in 2025 is estimated to be approximately $4.36 million. Note the final funding amount will not be confirmed until the FCD approves its budget (anticipated in November).

The table below shows 2025 CWM grant funding targets by category using status quo funding guidance at 2024 funding levels. Any additional funds, beyond the annual allocation, identified prior to the Project Subcommittee's funding meeting in the spring (i.e., returned funds from previous grants) will be added to the restoration and acquisition category per past practice.

Table 1: 2025 Proposed CWM Funding Guidance/Targets

Grant Category	**Projected Amount (based on 2023 funding levels)**
Restoration projects and acquisitions (including up to 15% of this amount for riparian-only projects)	$3,272,271 (approx. 75% of available funding)
Monitoring and assessment	$872,606 (approx. 20% of available funding)
Education and outreach	$218,151 (approx. 5% of available funding)
Total	$4,363,028