



PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING AGENDA (NOTE TIME CHANGE)

Tuesday, May 06, 2025, at 4:30 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Ethan Benson

Councilmembers: Bryan Holloway and Catherine Cotton

This meeting will be conducted in person at Snoqualmie City Hall and remotely using by Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter Webinar ID **867 8554 3964** and Password **1700050121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.
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CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

- [1.](#) Approval of minutes dated April 22, 2025.

PRESENTATIONS

2. Puget Sound Energy Up and Go Program Progress Report
3. NPDES Stormwater Presentation

AGENDA BILLS

- [4.](#) **AB25-060:** Snoqualmie Watershed Forum Interlocal Agreement Renewal.

DISCUSSION

ADJOURNMENT



PARKS & PUBLIC WORKS COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES APRIL 22, 2025

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER – Chair Benson called the meeting to order at 5:00 pm.

Committee Members: Councilmembers Ethan Benson, Bryan Holloway, and Catherine Cotton were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator; Jeff Hamlin, Parks & Public Works Director; Phil Bennett, Deputy Parks & Public Works Director; Drew Bouta, Finance Director; Patrick Fry, Project Engineer; Dylan Gamble, CIP Manager; Deana Dean, City Clerk; and Andrew Jongekryg, IT Support.

AGENDA APPROVAL - The agenda was approved as amended, moving Utility Rate Study presentation before NPDES Stormwater Permit Update.

PUBLIC COMMENTS – There were no public comments.

MINUTES

1. The minutes from April 8, 2025, were approved as presented.

AGENDA BILLS

2. **AB25-053:** Lease Agreement with Northwest Landscapes LLC. This item was introduced by Deputy Parks & Public Works Director Phil Bennett. Committee questions and comments followed. Additional information provided by Parks & Public Works Director Jeff Hamlin. This item is approved to move forward at the April 28, 2025, City Council meeting on the non-consent agenda.
3. **AB25-055:** Job Order Contracting Consultant Contract Extension. This item was introduced by Project Engineer Patrick Fry. Committee questions and comments followed. This item is approved to move forward at the April 28, 2025, City Council meeting on the consent agenda.
4. **AB25-056:** Northwest Railway Museum Restroom Maintenance and Operations Agreement. This item was introduced by Parks & Public Works Director Jeff Hamlin. Committee questions and comments followed. This item is approved to move forward at the April 28, 2025, City Council meeting on the consent agenda.

DISCUSSION

5. **OUT OF ORDER:** Utility Rate Study Update. Presentation by CIP Manager Dylan Gamble. Topics covered included rate study report status, utility capital impacts, and considerations. Committee comments and questions were made throughout the presentation. Additional information provided by Finance Director Drew Bouta.

6. NPDES Stormwater Permit Update. This item was not heard due to time constraints.
7. Director Reports was not heard due to time constraints.

ADJOURNMENT

The meeting was adjourned at 5:57 pm.

*Minutes prepared by Deana Dean, City Clerk.
Recorded meeting audio is available on the City website after the meeting.
Minutes approved at the _____, 2025, Parks & Public Works Committee Meeting.*

Council Agenda Bill

AB Number

AB25-060

Agenda Bill Information

Title*

Snoqualmie Watershed Forum Interlocal Agreement Renewal

Action*

Motion

Council Agenda Section

Committee Report

Council Meeting Date*

05/12/2025

Staff Member

Philip Bennett

Department*

Public Works

Committee

Parks and Public Works

Committee Date

05/06/2025

Exhibits

Packet Attachments - if any

ExhibitA-2026-CostShares2025.pdf	156.77KB
ILA-WRIA7-2026-2035-FINAL.pdf	314.66KB
Memo-ILATransmittal-SnoqForumWRIA7.pdf	317.11KB
SummaryofChanges-ILA-SnoqWatershedForum-2026.pdf	147.5KB
Resolution - Snoqualmie Watershed Forum Interlocal Agreement 2026-2035.docx	30.85KB

Summary

Introduction*

Brief summary.

The Snoqualmie Watershed Forum interlocal agreement is up for renewal in 2026. The 2026-2035 Interlocal Agreement was developed with input from our staff, including our City Attorney, and from our Snoqualmie Watershed Forum representative, Councilmember Washington. Ongoing participation in the Snoqualmie Watershed Forum allows the City of Snoqualmie to address habitat restoration, flood hazard reduction, water quality and water quantity issues in the Snoqualmie river in collaboration with other parties to the interlocal agreement.

Proposed Motion

Move to approve the 2026-2035 interlocal agreement with the Snoqualmie Watershed Forum

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The City of Snoqualmie has been a member of the Snoqualmie Watershed Forum ("the Forum") since 2001 and has been a party to the 2006-2010 interlocal agreement, a 2011-2015 extension and amendment to the interlocal agreement, and the 2016-2025 interlocal agreement. The Forum was created to provide a mechanism and governance structure for the protection and restoration of the health of the Snoqualmie and South Fork Skykomish watersheds. Current members of the Snoqualmie Watershed Forum include: The cities of Snoqualmie, North Bend, Carnation, Duvall, the town of Skykomish, King County, and the Snoqualmie Tribe. These jurisdictions and other stakeholders work in coordination to address watershed-wide issues, including habitat restoration and protection, flood hazard reduction, surface and groundwater quality, and water quantity. This interlocal agreement continues the work of the Snoqualmie Watershed Forum from 2026-2035. The new agreement was developed in conjunction with all jurisdictions over a 6-month period in 2024. Although the new agreement takes effect in January 2026, our target date for signatures is by July 31st, 2025.

Analysis*

Participation in this agreement allows the City to coordinate and collaborate with neighboring jurisdictions on stewardship of natural resources in the Snoqualmie watershed. Part of the work of the Snoqualmie Watershed Forum is to set funding priorities for Water Resource Inventory Area 7, which includes the Snoqualmie river within Snoqualmie city limits and beyond. The City of Snoqualmie's participation is crucial to maintain the health, water quality, and water quantity of the Snoqualmie River for the benefit of our residents, and our neighbors.

Budgetary Status*

Funds have already been authorized in the current biennial budget.

Fiscal Impact

Amount of Expenditure	Amount Budgeted	Appropriation Requested
\$18,205.00	\$1,868,432.00	\$0.00

Budget Summary

Administration recommends approving the Forum ILA, obligating the City to spend \$8,905 in 2025 and an estimated \$9,300 in 2026. This agreement was budgeted for within the General Fund's Non-Departmental accounts (#001). The 2025-26 Biennial Budget appropriates \$1,868,432 for expenditures within Non-Departmental (#001). Currently, \$527,794 has been spent within the 2025-26 biennium and \$183,490 encumbered for other agreements. With the addition of this ILA, the remaining 2025-2026 Biennial Budget appropriation is \$1,138,943. Therefore, it appears that sufficient appropriation exists within the 2025-2026 Biennial Budget (Non-Departmental (#001)) to fund the contract.

Council should note that the 2026 estimate in the paragraph above is based on inflation. However, the ILA does not limit the Forum's established budget, a key metric in the ILA's cost-share formula, to inflationary increases.

Fiscal Impact Screenshot

Non-Departmental (#001)

25-2026 Biennial Budget	
Beginning Budget	\$ 1,868,432
Expenditures	\$ (527,794)
Outstanding Contract Value <i>(Previously Approved)</i>	\$ (183,490)
Current Available Budget	\$ 1,157,148
Value of this ILA <i>(AB25-060)</i>	\$ (18,205)
Available Budget after AB25-060	\$ 1,138,943

Exhibit A: 2025 Snoqualmie Watershed Forum Cost-Share

Regional Watershed Funding

2025 ILA Budget Estimate:

\$ 725,968

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

NOTES

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

INTERLOCAL AGREEMENT

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

PREAMBLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MUTUAL CONVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **TERMINATION.**

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

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

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

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

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

Approved as to form:

KING COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF CARNATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF DUVALL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF NORTH BEND

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF SNOQUALMIE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

SNOQUALMIE TRIBE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TOWN OF SKYKOMISH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

TULALIP TRIBES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: 2025 Snoqualmie Watershed Forum Cost-Share

Regional Watershed Funding

2025 ILA Budget Estimate:

\$ 725,968

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

NOTES

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



Working together
for salmon
recovery and
watershed health.

Carnation

Duvall

King County

North Bend

Skykomish

Snoqualmie

Snoqualmie Tribe

Tulalip Tribes

MEMORANDUM



DATE: March 3, 2025

TO: City of Carnation
City of Duvall
City of North Bend
City of Snoqualmie
Snoqualmie Tribe
Town of Skykomish
Tulalip Tribes

FROM: Elissa Ostergaard, Salmon Recovery Manager, Snoqualmie Watershed Forum

RE: Transmittal of 2026-2035 Interlocal Agreement for the Snoqualmie Watershed Forum for Council Approval and Signatures

The Interlocal Agreement (ILA) between King County, Snoqualmie Tribe, Tulalip Tribes, the cities of Carnation, Duvall, North Bend and Snoqualmie and the Town of Skykomish was approved for transmittal to Councils for signatures by the Snoqualmie Watershed Forum on January 15, 2025. The ILA will extend this successful partnership for another ten years to December 31, 2035. I encourage each Council to take the necessary action to approve this new agreement before the end of July 2025. Following approval, please contact me to arrange for gathering electronic signatures using DocuSign.

The Snoqualmie Watershed Forum has been operating under consecutive ILAs since 2001 to jointly guide and implement actions for salmon recovery and watershed health in the King County portion of the Snohomish Basin, specifically in the Snoqualmie and South Fork Skykomish watersheds. This partnership has resulted in development of the Snohomish River Basin Salmon Conservation Plan in 2005 and the Snohomish Basin Protection plan in 2015; recommended over \$18 million to habitat, water quality, flood hazard reduction, and stewardship projects in the basin; fostered relationships and collaborative projects between landowners, non-governmental organizations, local governments and tribes; and representation of watershed priorities in regional processes with the Snohomish Basin Salmon Recovery Forum, Puget Sound Partnership, Sno-Stilly Local Integrated Organization, Department of Ecology's WRIA 7 Water Resource Enhancement Committee, Snoqualmie Fish Farm Flood, the Washington State Legislature and others.

The new 2026 ILA is largely consistent with the current ILA, with a few substantive changes made to streamline governance of the Snoqualmie Watershed Forum and make the document more consistent with the salmon recovery ILAs for the Lake Washington-Cedar-

Sammamish Salmon Recovery Council (WRIA 8) and the Green/Duwamish Watershed Ecosystem Forum (WRIA 9). This ILA was developed over the course of six months, and all eight parties to the agreement, along with their attorneys, were engaged via email and had opportunities to provide comment and discuss provisions at four meetings between September 2024 and January 2025.

Please contact me at (206) 477-4792 or elissa.ostergaard@kingcounty.gov if I can be of assistance.

Summary of Changes and Renewal Process, Snoqualmie Watershed Forum Interlocal Agreement for 2026-2035

The current Interlocal Agreement (ILA) that creates the partnership known as the Snoqualmie Watershed Forum (Forum) between King County, the cities of Carnation, Duvall, North Bend and Snoqualmie, the Snoqualmie Tribe, Tulalip Tribes, and the Town of Skykomish is set to expire on December 31, 2025. A new ILA for 2026-2035 was renegotiated in 2024 by the ILA signatory tribes and jurisdictions and approved by the Forum. The new ILA will govern the Forum’s purpose, operations and cost share arrangements.

Beginning in July 2024, Forum staff at King County, as the service provider, worked with staff and elected representatives from each of the eight signatories to the agreement to identify primary contact people from each tribe and jurisdiction who were then responsible for coordinating review. The initial draft was circulated to the eight parties in July 2024 for review by staff and attorneys, and comments from Snoqualmie Tribe and City of Snoqualmie were subsequently incorporated. The second draft was distributed to the parties on August 15 and then discussed at a virtual meeting on September 9. The second draft was also reviewed and discussed at the Snoqualmie Watershed Forum meeting on September 18. The third draft was distributed by email on September 27 along with a survey on several provisions of the agreement where consensus had not yet been reached. Five of the eight parties then met with me on October 29 and arrived at consensus on the remaining provisions of the agreement. On November 6 the parties were sent the final draft ILA and offered an opportunity to meet individually or as a group with King County attorney Mike Graves, and all declined. The final November 6 draft was approved by the Forum on January 15, 2025. The Forum is now transmitting the ILA to each member jurisdiction for council approval.

The ILA’s primary purpose remains to be coordinating salmon recovery and watershed health efforts in the Snoqualmie and South Fork Skykomish basins. The 2026 ILA is largely consistent with the current ILA, with a few minor changes made to streamline governance of the Snoqualmie Watershed Forum and make the document more consistent with the King County’s ILAs for the Cedar-Lake Washington-Lake Sammamish Watershed Council (WRIA 8) and the Green/Duwamish Watershed Ecosystem Forum (WRIA 9). Following is a summary of the substantive changes between the current ILA and the 2026 ILA.

SECTION 1. Definitions

- Section 1.2 – The WRIA 7 ILA Parties definition was revised to specify these are the groups responsible for signing and implementing the agreement.
- Section 1.3 - The Snoqualmie Watershed Forum definition was revised to clarify that all members of the Snoqualmie Watershed Forum are responsible for its governance.
- Section 1.7 - Added state and local agencies and special purpose districts as eligible Stakeholder members to the Forum.
- Section 1.8 - New definition for Fiscal Agent, which performs accounting services on behalf of the Snoqualmie Watershed Forum.

SECTION 2. Purposes

- Section 2.6 – Changed the word “citizen” to “resident” since residents who participate as members of the Snoqualmie Watershed Forum are not required to be citizens of the United States.

- Specified that nothing in the ILA shall waive the sovereign immunity of the Tribal government Parties.

SECTION 3. Effective Date and Term

- Removed the date since the agreement will be executed when King County and at least two other Parties have filed their signatures with King County. Excluding the date allows flexibility – if the ILA should expire before the next one is executed, it could be extended as needed.
- Added references to RCW 39.34.040 and .200, which authorize this agreement.

SECTION 4. Organization and Membership of the Snoqualmie Watershed Forum

- Replaced “ex officio members,” an undefined term, with the defined term “Stakeholder representatives.”
- Section 4.1 - Removed the requirement that if a Party appoints a non-elected official, they must designate in writing whether their representative can vote on behalf of the Party.
- Section 4.2 - Changed the number of Stakeholder representatives from five to “at least five” to allow additional members to be added without having to change the language of the ILA.
- Removed the list of Stakeholder representatives and who is responsible for appointing them. This list will be moved to the Memorandum of Understanding (MOU), which is signed by the Director of King County Department of Natural Resources and Parks and the Chair of the Snoqualmie Watershed Forum, and thus easier to change than the ILA. Parties agreed that at least one resident member should reside in unincorporated King County, and this will be stipulated in the MOU.
- Section 4.3 – Removed term limits for Party representatives. Term limits for Stakeholder representatives will be removed from the ILA and included in the MOU.
- Section 4.4 – Added the option for any subset of Parties to purchase additional cost share services from the service provider under this agreement with a new MOU.
- Section 4.8 – Changed the performance evaluation interval to every two years instead of every year.

SECTION 5. Voting

Section 5.1 – Deleted references to undefined terms such as “members” and replaced with defined terms.

SECTION 6. Obligations of Parties; Budget; Fiscal Agent; Rules

6.2 – Deleted a sentence about the primary obligations of the Parties because it was redundant with the statement in 6.1 with a slightly lesser set of obligations. Specified that staff from each of the Parties meet at least once per year to develop a proposed work program and other proposals for consideration by the Snoqualmie Watershed Forum.

SECTION 7. Latecomers

Removed any deadline for eligible governments to become Party to the ILA.

SECTION 8. Termination

Changed the annual deadline for an individual Party to provide written notice of its intent to terminate participation from 30 to 60 days prior to the first of the year to allow the other Parties to adjust their cost shares accordingly.

SECTION 18. Filing of Agreement

- Added this section to specify it shall be filed with King County in accordance with the provisions of RCW 39.34.040 and .200 and the terms of Section 3 of the ILA.

RESOLUTION NO. XXX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT FOR CONTINUED PARTICIPATION IN THE SNOQUALMIE WATERSHED FORUM**

WHEREAS, the City of Snoqualmie is within the Snoqualmie Watershed and within the management area of Water Resource Inventory Area 7 ("WRIA 7"); and

WHEREAS, the City of Snoqualmie is one of the local and tribal governmental entities eligible for participation in the Snoqualmie Watershed Forum within WRIA 7 including King County; federally recognized Indian tribes located within WRIA 7; the Cities of Carnation, Duvall, North Bend, Snoqualmie, and Sammamish; and the Town of Skykomish (collectively "Parties"); and

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning, conservation, and improving watershed health; and

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

WHEREAS, the City of Snoqualmie recognizes that participation in the efforts to implement the WRIA 7 Plan demonstrates a commitment to work proactively to address the ESA listings; and

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

WHEREAS, the City of Snoqualmie was a party to the 2006-2010 Interlocal Agreement, a 2011-2015 extension and amendment to the Interlocal Agreement, and the 2016-2025 Interlocal Agreement to implement the WRIA 7 Plan and improve watershed health; and

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

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

WHEREAS, one of the City of Snoqualmie's goals includes the preservation of the Snoqualmie Valley's character while strengthening a vibrant city; and

WHEREAS, City of Snoqualmie recognizes and respect the present-day and historical importance of the watersheds; and

WHEREAS, the City of Snoqualmie recognizes and values the present-day and historical connection of the City to the river and the natural resources of the Snoqualmie watershed; and

WHEREAS, the City of Snoqualmie has an interest in participating in the Snohomish Basin Salmon Recovery Forum and other salmon recovery groups; and

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

WHEREAS, the City of Snoqualmie recognizes that addressing watershed issues and implementing salmon conservation and recovery actions may be carried out more efficiently if done on a cooperative basis:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON AS FOLLOWS:

The Mayor is hereby authorized to sign the 2026-2035 Interlocal Agreement For the Snoqualmie and South Fork Skykomish Watersheds within Water Resource Inventory Area 7.

PASSED by the City Council of the City of Snoqualmie, Washington, this 12th day of May 2025.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

Dena Burke, City Attorney