



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 10, 2015**

**Ordinance 18148**

**Proposed No. 2015-0365.2**

**Sponsors Phillips, Lambert and McDermott**

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

9           STATEMENT OF FACTS:

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

20 Watershed), WRIA 8 (Lake Washington/Cedar/Sammamish Watershed)  
21 and WRIA 9 (Green/Duwamish and Central Puget Sound Watershed), for  
22 the purpose of cooperatively developing, funding and implementing  
23 watershed-based salmon conservation plans, habitat protection and  
24 restoration efforts, and other water resource management projects and  
25 programs in these watersheds.

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

32 4. King County and affected jurisdictions and partners have been working  
33 together since 2001 to implement watershed-based salmon conservation  
34 efforts, and, once adopted, the watershed-based salmon conservation plans  
35 through extensions to the original interlocal agreements. Those interlocal  
36 agreements as extended will expire on December 31, 2015.

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

39 a. over four thousand three hundred fifty acres have been protected from  
40 development through acquisition or easements;

41 b. over four hundred ninety five acres of riparian acres have been  
42 planted with native vegetation;

43 c. over three miles of levees have been removed where they were no  
44 longer needed or have been setback to provide improved habitat function  
45 and reduce flood risk;

46 d. over one hundred eighty acres of floodplain have been reconnected to  
47 provide improved habitat and reduce flood risk;

48 e. over three thousand linear feet of marine shoreline and eight thousand  
49 linear feet of lakeshore have been restored;

50 f. high priority programs and outreach projects have been implemented  
51 such as the Snoqualmie Water Quality Synthesis Report, the Salmon  
52 SEEson program to promote fish viewing opportunities and the beach  
53 naturalist program; and

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

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

65 7. Recognizing that salmon habitat conservation is a long-term endeavor  
66 and that significant priority project and program work remains, the  
67 Snoqualmie Watershed Forum, the WRIA 8 Salmon Recovery Council,  
68 and the WRIA 9 Watershed Ecosystem Forum have prepared, and are  
69 presenting for approval to the appropriate partner legislative bodies,  
70 including the King County council, new interlocal agreements to  
71 cooperatively conduct and oversee watershed-based salmon conservation  
72 plan implementation for the years 2016 through 2025.

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

78 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

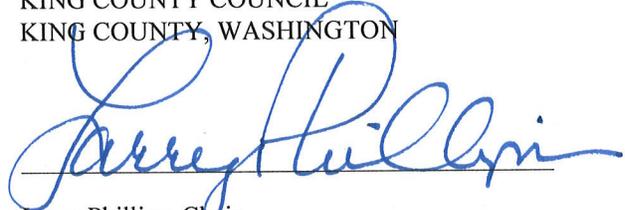
79 The King County executive is hereby authorized to enter into interlocal  
80 agreements for salmon conservation efforts for the watershed basins within the King  
81 County portion of Water Resource Inventory Area 7 (Snoqualmie and South Fork  
82 Skykomish Watershed), the watershed basins within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

84 Water Resource Inventory Area 9 (Green/Duwamish and Central Puget Sound  
85 Watershed) substantially in the form of Attachments A, B and C to this ordinance.  
86

Ordinance 18148 was introduced on 9/8/2015 and passed by the Metropolitan King County Council on 11/9/2015, by the following vote:

Yes: 5 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Mr. McDermott and Mr. Dembowski  
No: 0  
Excused: 4 - Ms. Hague, Ms. Lambert, Mr. Dunn and Mr. Upthegrove

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 20<sup>th</sup> day of November, 2015.

  
Dew Constantine, County Executive

RECEIVED  
2015 NOV 20 PM 4: 04  
CLERK  
KING COUNTY COUNCIL

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

**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 the steelhead trout were listed as threatened under 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 and a 2011-2015 extension and amendment to the 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 10 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 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 **SNOQUALMIE WATERSHED FORUM:** The "*Snoqualmie Watershed Forum*" created herein, the governing body responsible for implementing this Agreement,

is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.

- 1.3 **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.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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.

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 citizens 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 annually recommend 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.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016, provided it has been executed by King County and at least two (2) of the eligible member cities, towns, or tribes within the King County portion of WRIA 7, as authorized

by each government's governing body. 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 member cities, towns, or tribes within the King County portion of WRIA 7. Such extension shall bind only those Parties executing the extension. Provisions for termination of membership under this agreement are in Section 8.

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 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*. If the Parties appoint a non-elected official as an alternate, that Party must designate in writing on the jurisdiction's letterhead whether the non-elected official can vote on behalf of that Party.

4.2 In addition to the representatives of each of the Parties, the *Snoqualmie Watershed Forum* shall also include five (5) ex-officio members to increase the representation of citizens and partner organizations within the *Snoqualmie Watershed Forum*. The five ex-officio representatives shall be appointed as follows: 1) one citizen appointed by the Snoqualmie Valley Government's Association; 2) two citizen residents of Council District 3 appointed by the King County Executive; 3) one representative of the King Conservation District (KCD) appointed by the KCD Board of Supervisors; and 4) one representative from a nonprofit organization appointed by the Snoqualmie Watershed Forum. Ex-officio members participate in consensus decision making but do not participate in voting in the event consensus cannot be reached. The Forum may elect to add additional ex-officio members without amending the ILA, provided that any such addition has been discussed during at least one regular meeting of the Forum prior to the meeting where the final decision is made, with opportunity provided for public comment. The decision to add an ex-officio member is subject to the provisions of Section 5.

- 4.3 Snoqualmie Watershed Forum members shall serve a term of four years, or the remainder of their elected term (if appropriate), whichever is shorter. **Snoqualmie Watershed Forum** ex-officio members shall have appointed representatives whose terms shall be as follows: the three ex-officio member representatives appointed by the Snoqualmie Valley Governments Association and by the King County Executive shall each serve a term of four years; the ex-officio member representative appointed by the King Conversation District shall serve a term of four years; and the ex-officio member representative appointed by the Snoqualmie Watershed Forum shall serve a term of two years.
- 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.
- 4.5 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 annually the performance of the Service Provider to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this agreement.
- 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 Forum members. Each member agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the members. If unanimous agreement of members cannot be reached then the Parties may reach a decision by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.
- 5.2 During the course of decision-making, a ***Snoqualmie Watershed Forum*** member 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 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 Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.6 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 Parties and by a majority of the weighted votes of the Parties. No action shall be valid and binding on the Parties until it shall receive majority votes of both the total number of Parties and of the Parties representing a majority of the annual budget contribution for the year in which the vote is taken.

**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 During the term of this Agreement, the primary individual obligations of the Parties will be to participate in the ***Snoqualmie Watershed Forum*** and provide funding in support of the ***Snoqualmie Watershed Forum***. Staff from each of the Parties shall meet periodically 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.** Governments located in King County lying wholly or partially within the management area of WRIA 7 which have not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the voting members of the Snoqualmie Watershed Forum. The provisions of Section 5 otherwise governing decisions of the ***Snoqualmie Watershed Forum*** shall not apply to this section. The voting members of the ***Snoqualmie Watershed Forum*** and any 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 voting members of the ***Snoqualmie Watershed Forum*** 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 The obligations of any Party under this Agreement may be terminated by that Party, through action of its governing body, only upon notice to the other Parties by not later than December 1st for termination effective January 1 of the following

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

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

Approved as to form:

KING COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF CARNATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF DUVALL

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF NORTH BEND

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SNOQUALMIE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

SNOQUALMIE TRIBE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TOWN OF SKYKOMISH

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TULALIP TRIBES

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A: Preliminary 2016 WRIA-Based Cost-Share

2016 ILA Budget Estimate =&gt;

**\$ 510,512**

WRIA	Jurisdiction	2013 Est. Population		\$ If Based On Pop Only	2014 Land Appraisal	2014 Improvements Appraisal	2014 Total Appraised Value		\$ If Based On AV Only	2014 Land Area (Square Miles)		\$ If Based On Area Only	Avg of Pop+AV+Area	2016 Cost Shares Based On Avg of All Three	2016 Cost Shares with 10% City Contributions
7	Carnation	1,785	2.82%	\$ 14,097	\$ 67,807,400	\$ 158,169,700	\$ 225,977,100	2.20%	\$ 11,009	1.16	0.18%	\$ 876	1.73%	\$ 8,661	\$ 866
7	Duvall	7,120	11.24%	\$ 56,229	\$ 246,996,986	\$ 552,893,000	\$ 799,889,986	7.79%	\$ 38,970	2.44	0.37%	\$ 1,838	6.46%	\$ 32,346	\$ 3,235
7	King County	36,540	57.67%	\$ 288,568	\$ 3,321,841,671	\$ 3,368,084,229	\$ 6,689,925,900	65.14%	\$ 325,928	647.98	97.62%	\$ 488,478	73.48%	\$ 367,658	\$ 367,658
7	North Bend	6,020	9.50%	\$ 47,542	\$ 382,375,986	\$ 474,386,110	\$ 856,762,096	8.34%	\$ 41,741	4.40	0.66%	\$ 3,320	6.17%	\$ 30,868	\$ 3,087
7	Snoqualmie	11,700	18.47%	\$ 92,399	\$ 729,827,898	\$ 943,828,856	\$ 1,673,656,754	16.30%	\$ 81,539	7.44	1.12%	\$ 5,612	11.96%	\$ 59,850	\$ 5,985
7	Skykomish	195	0.31%	\$ 1,540	\$ 6,238,900	\$ 18,129,900	\$ 24,368,800	0.24%	\$ 1,187	0.33	0.05%	\$ 251	0.20%	\$ 993	\$ 99
7	Snoqualmie Tribe			\$ 5,069					\$ 5,069			\$ 5,069		\$ 5,069	\$ 5,069
7	Tulalip Tribes			\$ 5,069					\$ 5,069			\$ 5,069		\$ 5,069	\$ 5,069
	<b>WRIA 7 Total</b>	<b>63,360</b>	<b>100.00%</b>	<b>\$ 510,512</b>	<b>4,755,088,841</b>	<b>5,515,491,795</b>	<b>10,270,580,636</b>	<b>100.00%</b>	<b>\$ 510,512</b>	<b>664</b>	<b>100%</b>	<b>\$ 510,512</b>	<b>100.00%</b>	<b>\$ 510,512</b>	<b>\$ 391,067</b>

## NOTES

1. Annual grants and cost-savings (as available) make up the balance of the Forum budget.
2. Information on population, assessed value, and land area is based on most recent data available.
3. King County land area excludes the SF Tolt River basin, the Alpine Lakes Wilderness, and those portions of the City of Sammamish that are within WRIA 7.

**INTERLOCAL AGREEMENT**  
**For the Watershed Basins within Water Resource Inventory Area 8**

**PREAMBLE**

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of 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"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation.

**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

**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 actions, and

**WHEREAS**, the parties have participated in an 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 the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan; and

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

**WHEREAS**, the parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore salmon habitat; 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, coordinating and implementing basin plans and water quality, flood hazard reduction, 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 Watershed, 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 floodplain management, 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:

## 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:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; 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.
  - 1.2. **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 members who are designated representatives of eligible jurisdictions 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. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** *WRIA 8 Plan* as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the 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 five (5) elected officials or their designees which elected officials 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 the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, and may include but are not limited to environmental and business interests.
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 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 and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.
- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

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

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by each jurisdiction'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, 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; 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 jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.
- 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** 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 with non-party members. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery Council** is a voluntary association of the county and city governments, and other interested public agencies and tribes, 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 stakeholder entities who are selected under the voting provisions of Section 5.2 of this agreement are also part of this association.

4.1 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon Recovery Council** shall meet and choose from among its members, according to the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget 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 for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

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 which shall be the primary **Service Provider** unless the 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 and an authorized representative of 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.

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

- 4.2 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 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each 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 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**.
- 4.2.2 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 appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. 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 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or

general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING**. The party members on the **WRIA 8 Salmon Recovery Council** 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 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active party members. A quorum exists if a majority of the 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 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. 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.

5.1.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the 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.

5.1.2 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:

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.

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 members to this Agreement and by a majority of the weighted votes of the active 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 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 representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.
- 5.2.1 Nomination of such non-party members may be made by any member of the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.
- 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow non-party members to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.
- 5.2.3 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 Sections 5.1 and a majority of the non-party members.

6. **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:

- 6.1 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.
- 6.2 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 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 agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

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

- 7.1 Each party shall be responsible for meeting its 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. 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
- 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g. staffing) of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

- 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** A 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 WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county, city, or other public agency or tribe seeking to become a party shall jointly determine the terms and conditions under which the county, city, or other public agency or tribe may become a party. These terms and conditions shall include payment 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 to 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 on its behalf as of the date the county, city, or other public agency or tribe becomes a party. Any county, city, or other public agency or tribe that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other 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.** 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 shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. 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. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, 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 agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in the ***WRIA 8 Plan*** pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
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, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the ***WRIA 8 Salmon Recovery Council*** or any of the parties, or their officers, elected officials, agents and employees, to any third party.
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 legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must approve this Agreement before any representative of such party may sign this Agreement.
- 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish 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:

TOWN OF BEAUX ARTS VILLAGE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BELLEVUE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BOTHELL:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF CLYDE HILL:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF EDMONDS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TOWN OF HUNTS POINT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF ISSAQUAH:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF KENMORE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF KENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

KING COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF LAKE FOREST PARK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MAPLE VALLEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MEDINA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MERCER ISLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MILL CREEK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MUKILTEO:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF NEWCASTLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF REDMOND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF RENTON:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SAMMAMISH:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SEATTLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SHORELINE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

SNOHOMISH COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF WOODINVILLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TOWN OF WOODWAY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

TOWN OF YARROW POINT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## Regional Watershed Funding

### WRIA Based Cost-share: WRIA 8

For 2016

Total : \$553,713

Note: Total reflects WRIA 8 Salmon Recovery Council decision (March 19, 2015) to provide for an annual increase in the ILA cost share not to exceed the Consumer Price Index for Wages, which is estimated to be 2.18% in 2016. Jurisdictional area, population, and assessed value is to be recalculated every three years per the WRIA 8 interlocal agreement for 2016-2025.

WRIA 8 Salmon Recovery Council approved 3-19-15

WRIA 8 Jurisdiction	Population (Pop)	Assessed Value (AV)	Area (Sq. Mi.)	Cost-Share Amount (Average of Pop, AV, Area)	WRIA 8 Jurisdiction			
Beaux Arts	290	0.0%	\$104,734,000	0.0%	0.08	0.0%	\$143	Beaux Arts
Bellevue	132,100	9.3%	\$33,167,992,493	12.5%	33.53	7.2%	\$53,631	Bellevue
Bothell	40,540	2.9%	\$5,955,222,655	2.2%	13.66	2.9%	\$14,849	Bothell
Clyde Hill	2,980	0.2%	\$1,714,510,000	0.6%	1.06	0.2%	\$2,004	Clyde Hill
Edmonds	39,950	2.8%	\$7,512,735,402	2.8%	8.99	1.9%	\$14,007	Edmonds
Hunts Point	395	0.0%	\$784,473,000	0.3%	0.28	0.1%	\$709	Hunts Point
Issaquah	32,130	2.3%	\$6,132,631,583	2.3%	11.4	2.4%	\$12,981	Issaquah
Kenmore	21,170	1.5%	\$2,835,378,679	1.1%	6.14	1.3%	\$7,169	Kenmore
Kent	0	0.0%	\$1,714,000	0.0%	0.45	0.1%	\$180	Kent
King County (Uninc.)	129,665	9.2%	\$16,265,512,387	6.1%	166.03	35.7%	\$94,041	King County (Uninc.)
Kirkland	81,730	5.8%	\$14,356,215,877	5.4%	17.81	3.8%	\$27,719	Kirkland
Lake Forest Park	12,680	0.9%	\$1,844,674,400	0.7%	3.51	0.8%	\$4,330	Lake Forest Park
Maple Valley	2,454	0.2%	\$357,899,600	0.1%	1.3	0.3%	\$1,085	Maple Valley
Medina	3,000	0.2%	\$2,822,326,500	1.1%	1.41	0.3%	\$2,918	Medina
Mercer Island	22,720	1.6%	\$9,132,580,404	3.5%	6.21	1.3%	\$11,790	Mercer Island
Mill Creek	18,600	1.3%	\$3,048,481,121	1.2%	4.68	1.0%	\$6,404	Mill Creek
Mountlake Terrace	20,160	1.4%	\$2,269,630,481	0.9%	4.17	0.9%	\$5,862	Mountlake Terrace
Mukilteo	20,440	1.4%	\$3,843,580,393	1.5%	6.00	1.3%	\$7,722	Mukilteo
Newcastle	10,640	0.8%	\$1,888,944,600	0.7%	4.46	1.0%	\$4,471	Newcastle
Redmond	55,840	3.9%	\$11,941,569,998	4.5%	16.45	3.5%	\$22,123	Redmond
Renton	59,193	4.2%	\$6,961,057,377	2.6%	13.81	3.0%	\$18,040	Renton
Sammamish	48,060	3.4%	\$8,110,684,304	3.1%	17.05	3.7%	\$18,675	Sammamish
Seattle	435,487	30.7%	\$92,061,834,922	34.8%	53.01	11.4%	\$141,950	Seattle
Shoreline	53,670	3.8%	\$7,322,409,100	2.8%	11.59	2.5%	\$16,693	Shoreline
Sno. Co. (Uninc.)	159,369	11.3%	\$20,454,964,615	7.7%	55.51	11.9%	\$57,030	Snoh. Co. (Uninc.)
Woodinville	10,990	0.8%	\$2,507,893,071	0.9%	5.66	1.2%	\$5,424	Woodinville
Woodway	1,300	0.1%	\$441,766,909	0.2%	1.08	0.2%	\$905	Woodway
Yarrow Point	1,015	0.1%	\$838,037,500	0.3%	0.36	0.1%	\$859	Yarrow Point
<b>Totals</b>	<b>1,416,568</b>	<b>100.0%</b>	<b>\$264,679,455,371</b>	<b>100.0%</b>	<b>465.69</b>	<b>100.0%</b>	<b>\$553,713</b>	<b>Totals</b>

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

- Parcels with 2013 Assessment data
- 2010 Census Tracts
- 2013 Population
- King County Cities
- Snohomish County Cities

## INTERLOCAL AGREEMENT

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

### PREAMBLE

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

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

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound to health and sustain that health by 2020; and

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

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

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

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

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

#### **MUTUAL CONVENANTS AND AGREEMENTS**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.
  - 1.2 **WRIA 9 ILA PARTIES:** The **Parties to the WRIA 9 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 **WRIA 9 Watershed Ecosystem Forum**.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The **WRIA 9 Watershed Ecosystem Forum** referred to herein is the cooperative body comprised of the designated representatives of the **WRIA 9 ILA Parties** and a balance of **Stakeholder** representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the **Salmon Habitat Plan**. The **WRIA 9 Watershed Ecosystem Forum** shall be an advisory body responsible for making recommendations for implementing the **Salmon Habitat Plan** including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The **Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)** is the plan developed by the **WRIA 9 Watershed Ecosystem Forum** and ratified by all of the parties to an interlocal agreement for its development and implementation. The **Salmon Habitat Plan** recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The **Salmon Habitat Plan** may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the **Salmon Habitat Plan**. Efforts under the **Salmon Habitat Plan** are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The **Salmon Habitat Plan** constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The **Management Committee** as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the **Management Committee** are chosen by the **WRIA 9 ILA Parties**, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the **WRIA 9 ILA Parties'** behalf.
- 1.6 **SERVICE PROVIDER:** The **Service Provider**, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the **WRIA 9 ILA Parties**, in exchange for payment. The **Service Provider** may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government which performs all accounting services for the **WRIA 9 ILA Parties** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.
  - 2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.
  - 2.3 To provide information for *WRIA 9 ILA Parties* to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
  - 2.4 To provide a mechanism and governance and funding structures for jointly implementing the *Salmon Habitat Plan*.
  - 2.5 To develop and take actions on key issues during the implementation of the *Salmon Habitat Plan*.
  - 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
  - 2.7 To provide a venue for the ongoing participation of citizens 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 Endangered Species Act listed species response efforts by local governments and in accordance with *the Salmon Habitat Plan*.
  - 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the *Salmon Habitat Plan*.
  - 2.9 To provide a mechanism for implementing other multiple benefit habitat, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the *WRIA 9 ILA Parties* and *Watershed Ecosystem Forum*.
  - 2.10 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
  - 2.11 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.

- 2.12 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.
- 2.13 To provide a mechanism to approve and support, through resources and funding from grant sources or other means, implementation of restoration and protection projects and programs.
- 2.14 To provide a mechanism for on-going monitoring and adaptive management of the ***Salmon Habitat Plan*** as defined in the Plan and agreed to by the ***WRIA 9 ILA Parties*** and ***Watershed Ecosystem Forum***.

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

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.
- 4. **ORGANIZATION AND MEMBERSHIP.** The Parties to this Agreement serve as the formal governance structure for carrying out the purposes of this Agreement.
  - 4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ***WRIA 9 Watershed Ecosystem Forum***. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position.
  - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the ***WRIA 9 Watershed Ecosystem Forum***, the appointed representatives of the ***WRIA 9 ILA Parties*** shall meet and choose from among its members, according to the

provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **WRIA 9 ILA Parties**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **WRIA 9 ILA Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA 9 ILA Parties** for action, consistent with other subsections of this section. The appointed representatives of the **WRIA 9 ILA Parties** shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.

- 4.3 The services cost-shared under this agreement shall be provided to the **WRIA 9 ILA Parties and the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA 9 ILA Parties**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA 9 Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.
- 4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.
- 4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **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.
- 4.4 The **WRIA 9 ILA Parties** by September 1 of each year shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the

**WRIA 9 Management Committee.** Individual Party cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such Party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the Parties that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those Parties purchasing the additional services.

4.5 The **WRIA 9 ILA Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **WRIA 9 ILA Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.

4.6 The **WRIA 9 ILA Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.

4.7 The Parties to the **WRIA 9 Interlocal Agreement** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The **WRIA 9 ILA Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **WRIA 9 ILA Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous

agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the Parties to the **WRIA 9 Interlocal Agreement**, the **WRIA 9 ILA Parties** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9** action.
- 5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement.

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

- 6.1 The **WRIA 9 Watershed Ecosystem Forum** shall provide information to the **WRIA 9 ILA Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **WRIA 9 Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **WRIA 9 ILA Parties** may authorize additional advisory bodies to the **WRIA 9 Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **WRIA 9 ILA Parties**.
- 6.2 The **WRIA 9 ILA Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **WRIA 9 Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **WRIA 9 Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **WRIA 9 ILA Parties** for decision.
- 6.3 The **WRIA 9 ILA Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or

ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **WRIA 9 ILA Parties** shall undertake a review for consideration of the remanded changes to the plan. The **WRIA 9 ILA Parties** may include further referral to the **WRIA 9 Watershed Ecosystem Forum** for recommendation or amendments thereto.

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

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

7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **WRIA 9 ILA Parties** under this Agreement, including all such obligations related to the **WRIA 9 ILA Parties** and **WRIA 9 Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.

7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.

7.3 No later than September 1 of each year of this Agreement, the **WRIA 9 ILA Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.

7.4 Funds collected from the Parties or other sources on behalf of the **WRIA 9 ILA Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 ILA Parties** pursuant to rules and procedures established and agreed to by the **WRIA 9 ILA Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

- 7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **WRIA 9 ILA Parties** shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **WRIA 9 ILA Parties** and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 9 ILA Parties** as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is possible that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the **WRIA 9 ILA Parties** as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties. In the event this Agreement is terminated all unexpended funds shall be refunded to the Parties pro rata based on each Party's cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing Party if such Party can be identified, and if the Party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by 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 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 9 ILA Parties* or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
- 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
- 19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

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

Approved as to form:

CITY OF ALGONA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF AUBURN:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BLACK DIAMOND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BURIEN:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF COVINGTON:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF DES MOINES:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF ENUMCLAW:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FEDERAL WAY:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF KENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

KING COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MAPLE VALLEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF NORMANDY PARK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF RENTON:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Approved as to form:

CITY OF SEATAC:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SEATTLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF TACOMA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF TUKWILA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A****WRIA Based Cost Share: WRIA 9****Regional Watershed Funding****For 2016****Total: \$424,320**

Note: Beginning with the 2017 cost shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2016-2025.

**Watershed Ecosystem Forum Approved May 14, 2015**

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost-Share Amount (Average of Pop, AV, Area)*	WRIA 9 Jurisdiction
1 Algona*	0.23%	1,543	0.19%	\$197,378,600	0.16%	363.06	\$784	1 Algona
2 Auburn*	6.06%	40,956	5.06%	\$5,318,451,800	5.67%	12,550.28	\$22,686	2 Auburn
3 Black Diamond	0.61%	4,120	0.57%	\$595,345,385	1.95%	4,308.20	\$4,219	3 Black Diamond
4 Burien	6.51%	44,006	5.10%	\$5,356,038,587	2.86%	6,340.17	\$19,554	4 Burien
5 Covington	2.54%	17,190	1.86%	\$1,954,508,239	1.70%	3,773.03	\$8,252	5 Covington
6 Des Moines	4.30%	29,090	2.66%	\$2,792,105,100	1.78%	3,951.55	\$11,817	6 Des Moines
7 Enumclaw*	0.65%	4,366	0.55%	\$573,979,500	0.62%	1,380.31	\$2,453	7 Enumclaw
8 Federal Way*	9.01%	60,918	5.06%	\$5,316,134,126	3.63%	8,048.27	\$23,925	8 Federal Way
9 Kent*	16.35%	110,605	12.06%	\$12,671,122,513	9.84%	21,781.73	\$51,698	9 Kent
10 King County*	15.04%	101,701	10.66%	\$11,206,469,402	53.44%	118,333.97	\$106,972	10 King County
11 Maple Valley*	1.67%	11,299	1.77%	\$1,863,263,500	1.37%	3,034.15	\$6,507	11 Maple Valley
12 Normandy Park	0.95%	6,435	1.23%	\$1,289,320,500	0.72%	1,593.21	\$3,917	12 Normandy Park
13 Renton*	4.47%	30,221	4.09%	\$4,299,847,610	2.75%	6,096.59	\$15,291	13 Renton
14 SeaTac	3.78%	25,530	2.78%	\$2,918,228,100	1.85%	4,092.51	\$11,354	14 SeaTac
15 Seattle*	25.18%	170,297	42.49%	\$44,654,964,773	9.00%	19,919.60	\$103,624	15 Seattle
16 Tukwila	2.66%	18,000	3.90%	\$4,096,959,014	2.65%	5,867.21	\$12,448	16 Tukwila
	100.0%	676,277	100.0%	\$105,104,116,749	100.0%	221,433.83	\$405,500	<b>SUBTOTAL</b>
							+Tacoma \$18,820	
							<b>\$424,320 TOTAL</b>	

**NOTES:** Cost shares reflect 2009 annexations of North Highline to Burien and Kent NE to Kent. No annexations or incorporations have occurred since these two major annexations.

**DATA SOURCES:**

- 2007 Puget Sound Regional Council population estimates by census tract.
- 2009 King County Assessor's data. Assessed value of parcels owned by Port of Seattle Aviation Division is excluded from the analysis.
- Adjusted Acres excludes the Upper Green River subwatershed from King County's area and excludes Port of Seattle Aviation Division properties (airport and residential buyouts) from Burien, Des Moines, and SeaTac shares.

\* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9  
 (% population + % assessed value + % area divided by 3 = Cost Share)