



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 9, 2001

Motion 11312

Proposed No. 2001-0469.1

Sponsors Pelz

1 A MOTION authorizing an amendment to the interlocal
2 agreement previously executed between King County and
3 King County cities in Water Resource Inventory Area
4 (WRIA) 9.

5
6
7 WHEREAS, in January 2001, as authorized by King County council Motion
8 11077, King County and specific cities within the Green/Duwamish watershed (the
9 “parties”) entered into an interlocal agreement in order to cooperatively develop, fund,
10 and implement watershed-based salmon recovery plans, habitat protection and restoration
11 efforts, and other water resource management projects and programs in the
12 Green/Duwamish and Central Puget Sound watersheds, and

13 WHEREAS, since the interlocal agreement was executed the parties have worked
14 successfully under the WRIA 9 forum, composed of named elected officials of the
15 parties, to initiate the water resource-related work provided for in the interlocal
16 agreement, and

17 WHEREAS, as part of developing the WRIA 9 work plan the WRIA 9 forum has
18 identified the need to enlarge the scope of its planning work to include Vashon and
19 Maury islands, as they are located within King County and their streams and nearshore
20 areas constitute important salmonid habitat, and

21 WHEREAS, Vashon and Maury Islands are located within WRIA 15 but are not
22 being included in WRIA 15 watershed planning being conducted by Kitsap county, and
23 King and Kitsap counties are negotiating an interlocal agreement formally transferring
24 WRIA planning responsibilities for Vashon and Maury islands from WRIA 15 to WRIA
25 9, and

26 WHEREAS, as part of developing the WRIA 9 work plan the WRIA 9 forum has
27 also identified the need to include the city of Tacoma in WRIA 9 planning efforts due to
28 Tacoma's substantial water supply interests and land holdings in WRIA 9, and

29 WHEREAS, the city of Tacoma wishes to be included as a party to the interlocal
30 agreement to take part in watershed-wide planning, restoration and enhancement
31 activities, and

32 WHEREAS, the WRIA 9 forum has also identified the need to make amendments
33 to the interlocal agreement to facilitate administrative and decision-making processes;
34 namely, to change the composition of the WRIA 9 forum management committee from
35 five members to seven members in order to include a broader range of perspectives on
36 the committee, and to allow each party to name, as an alternate to its named elected
37 official, a senior staff member or other elected official as its voting representative to the
38 WRIA 9 forum;

39 BE IT MOVED BY THE COUNCIL OF KING COUNTY

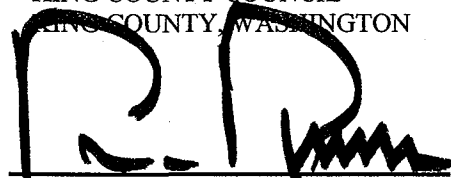
Motion 11312

40 The First Amendment to the Interlocal Agreement for the Watershed Basins
41 within Water Resource Inventory Area 9, Attachment A to this motion, is hereby
42 approved.
43

Motion 11312 was introduced on 9/17/01 and passed by the Metropolitan King County Council on 10/8/01, by the following vote:

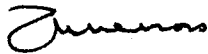
Yes: 11 - Mr. von Reichbauer, Ms. Fimia, Mr. Phillips, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons
No: 0
Excused: 2 - Ms. Miller and Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. First Amendment to the Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 9

**FIRST AMENDMENT
TO THE INTERLOCAL AGREEMENT
For the Watershed Basins within Water Resource Inventory Area 9**

This First Amendment to the Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area (WRIA) 9, which was entered into by the County of King and the Cities and Towns of Algona, Auburn, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, and Tukwila ("Agreement"), amends the terms of the Agreement to provide for changes as desired by the parties to the Agreement, that include:

- 1) to allow for the addition of the City of Tacoma, which has a major interest in WRIA 9, as a party to the Agreement;
- 2) to change the number of members of the WRIA 9 Forum Management Committee from five to seven members;
- 3) to allow for each party to name, as an alternate to its named elected official, a senior staff member or other elected official as its representative to the WRIA 9 Forum;
- 4) to provide for an additional financial contribution to be made by King County to account for the addition of Vashon/Maury Islands to the WRIA 9 Forum activities and planning efforts.

This First Amendment is effective upon execution by all of the parties to the Agreement and may be executed in counterparts. The Agreement is hereby amended by substituting the text provided below for each of the identified sections (underlining of text indicates a textual change, and is not to be considered as part of the amended text):

1. The Preamble to the Agreement is amended to read as follows:

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 and lie wholly or partially within or have a major interest in the management area of Watershed Resource Inventory Area ("WRIA") 9, which includes all or portions of the Green-Duwamish and Central Puget Sound forums, all political subdivisions of the State of Washington (collectively, for those signing this agreement, "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation for the watershed basins in WRIA 9 and wish to provide for planning, funding and implementation of various activities and projects therein.

2. Section 1.1 is amended to read as follows:

ELIGIBLE COUNTY AND CITY GOVERNMENTS: The governments eligible for participation in this Agreement as parties are the County of King, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma and Tukwila.

3. Section 1.6 is amended to read as follows:

MANAGEMENT COMMITTEE: *Management Committee* as referred to herein consists of seven (7) elected officials or their designees which elected officials are chosen by the **WRIA 9 Forum**, according to the voting procedures in Section 5, charged with certain oversight and administrative duties on the **WRIA 9 Forum's** behalf.

4. Section 4 is amended to read as follows:

ORGANIZATION AND NATURE OF WRIA 9 FORUM. The parties to this Agreement hereby establish a governing body for WRIA 9 and the Green-Duwamish watershed basin and associated Puget Sound drainages (hereinafter the "**WRIA 9 Forum**," the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the WRIA Forum) to serve as the formal governance structure for carrying out the purposes of this Agreement. Each party to the agreement shall appoint one (1) elected official to serve as its representative on the **WRIA 9 Forum**. The parties shall also appoint an alternate representative who may be a different elected official or senior staff person. The **WRIA 9 Forum** is a voluntary association of the county and city governments located wholly or partially within the management area of or having a major interest in WRIA 9 and the Green-Duwamish watershed basin and associated Puget Sound drainages who choose to be parties to this Agreement.

5. Section 4.1 is amended to read as follows:

Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 9 Forum**, the **WRIA 9 Forum** shall meet and choose from among its members, according to the provisions of Section 5, seven (7) 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 **WRIA 9 Forum**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members thereof. The **Management Committee** shall act as an executive subcommittee of the **WRIA 9 Forum**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget, and for providing recommendations on administrative matters to the **WRIA 9 Forum** for action, consistent with other subsections of this section.

6. Section 4.2.2 is amended to read as follows:

The **WRIA 9 Forum** shall 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 based on 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-1, which formula shall be updated annually by the **WRIA 9 Forum** as more current data becomes available. Tacoma's cost share will be determined on an annual basis by the parties and will be documented on the annual updates to Exhibit A-1. The weight accorded Tacoma's vote for weighted voting pursuant to Agreement section 5 shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other parties.

7. Section 6.4 is amended to read as follows:

After approval of the plan by the **WRIA 9 Forum**, the plan shall be referred to the parties to this Agreement for ratification prior to the plan's submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution or ordinance of the jurisdiction's legislative body, by at least five jurisdictions representing at least seventy percent (70%) of the total population within the geographic area of WRIA 9 as defined in Chapter 173-500 WAC. Upon ratification, the **WRIA 9 Forum** shall transmit the **WRIA-based Watershed Plan** to any state or federal agency as may be required for further action.

8. Section 7.2 is amended to read as follows:

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-1, which shall be updated annually as described in Section 4.2.2.

9. Section 8 is amended to read as follows:

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 and the Green-Duwamish watershed basin and adjacent Puget Sound drainage 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 9 Forum** shall not apply to Section 8. The parties and the county or city seeking to become a party shall jointly determine the terms and conditions under which the county or city may become a party. These terms and conditions shall include payment by such county or city to the parties of the amount determined jointly by the parties and the county or city to represent such county or city's fair and proportionate share of all costs associated with activities undertaken by the **WRIA 9 Forum** and the parties on its behalf as of the date the county or city becomes a party. Any county or city that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

10. Exhibit A-1, attached to this First Amendment, is hereby substituted for Exhibit A to the Agreement, and is incorporated therein and made a part thereof.

IN WITNESS WHEREOF, this First Amendment is executed by the entities so signing on the dates indicated below:

Approved as to form:

TOWN 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:

By: _____

Title: _____

Date: _____

Approved as to form:

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Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF BLACK DIAMOND

By: _____

Title: _____

Date: _____

CITY OF BURIEN

By: _____

Title: _____

Date: _____

CITY OF COVINGTON

By: _____

Title: _____

Date: _____

CITY OF DES MOINES

By: _____

Title: _____

Date: _____

CITY OF ENUMCLAW

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

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By: _____

Title: _____

Date: _____

CITY OF FEDERAL WAY

By: _____

Title: _____

Date: _____

CITY OF KENT

By: _____

Title: _____

Date: _____

KING COUNTY

By: _____

Title: _____

Date: _____

CITY OF MAPLE VALLEY

By: _____

Title: _____

Date: _____

CITY OF NORMANDY PARK

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF RENTON

By: _____

Title: _____

Date: _____

Approved as to form:

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CITY OF SEATAC

By: _____

Title: _____

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CITY OF SEATTLE

By: _____

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Approved as to form:

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Title: _____

Date: _____

CITY OF TACOMA

By: _____

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Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF TUKWILA

By: _____

Title: _____

Date: _____