



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 17, 2006

Ordinance 15622

Proposed No. 2006-0446.2

Sponsors Constantine and Phillips

1 AN ORDINANCE authorizing the King County executive
2 to enter into an interlocal agreement for the watershed
3 basins within Water Resource Inventory Area 8, and an
4 interlocal agreement for the Green River, Duwamish and
5 Central Puget Sound watersheds within the geographic
6 planning area of Water Resource Inventory Area 9, which
7 includes portions of Water Resource Inventory Areas 8, 10
8 and 15.

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11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 **SECTION 1. Findings:**

13 A. In response to the 1999 listing of the Puget Sound Chinook salmon under the
14 Endangered Species Act ("ESA"), King County and other affected jurisdictions
15 determined that Watershed Resource Inventory Area ("WRIA")-based salmon
16 conservation planning was a critical and necessary component of ESA compliance and of
17 salmon recovery overall.

18 B. On October 16, 2000, the King County council adopted Motion 2000-0573,
19 authorizing the executive to enter into three interlocal agreements between King County
20 and other eligible governmental entities in, respectively, WRIAs 7, 8 and 9, for the
21 purpose of cooperatively developing and funding watershed-based salmon recovery plans
22 and other water resource management projects and programs in the King County portion
23 of WRIA 7 (Snoqualmie and South Fork Skykomish watersheds), in WRIA 8 (Lake
24 Washington/Cedar/Sammamish watersheds) and in WRIA 9 (Green/Duwamish
25 watershed).

26 C. Under each of the agreements, the participating jurisdictions appointed one
27 representative to take part in a watershed forum for that WRIA, which acted as the
28 governing body for the activities undertaken under each respective agreement. In each
29 agreement, King County was designated as the service provider to complete the annual
30 scopes of work agreed upon by the watershed forums.

31 D. Upon execution of the agreements and over the ensuing terms of the
32 agreements, the jurisdictions that were parties to the agreements (five in WRIA 7,
33 twenty-seven in WRIA 8 and seventeen in WRIA 9) cooperatively and successfully
34 completed salmon recovery plans for their respective watershed areas.

35 E. In late 2005, the jurisdictions that were parties to the WRIA 7 agreement,
36 along with the Snoqualmie Tribe, executed a new five-year interlocal agreement for the
37 joint implementation of the WRIA 7 Plan and other water resource protection and
38 restoration measures they may choose to undertake.

39 F. The WRIA 8 Plan, entitled "Lake Washington/Cedar/Sammamish Watershed
40 Chinook Salmon Conservation Plan," sets out one thousand two hundred actions (falling

41 under the categories of site-specific protection and restoration projects, land use
42 programs, incentives and regulations, and public outreach and education) to protect and
43 restore habitat in support of Chinook salmon recovery.

44 G. The WRIA 9 Plan, entitled "Making Our Watershed Fit for A King: The
45 Green/Duwamish and Central Puget Sound Salmon Habitat Plan," recommends one
46 hundred sixty-two actions to protect and restore habitat in support of Chinook salmon
47 recovery (falling under the categories of site-specific protection and restoration projects,
48 land use programs, incentives and regulations, and public outreach and education) to
49 protect and restore habitat in support of Chinook salmon recovery.

50 H. In tandem with ratification of the WRIA 8 and WRIA 9 Plans, the WRIA 8
51 and WRIA 9 Forums began work to set out their intentions for cooperative
52 implementation of their respective plans, and provided for the extension of their
53 interlocal agreements to December 31, 2006 in order to complete this task.

54 I. The WRIA 8 Forum, which intends to recompose itself as the WRIA 8 Salmon
55 Recovery Council, and WRIA 9 Forum have prepared, and are presenting for approval to
56 the appropriate legislatures, new interlocal agreements to cooperatively conduct and
57 oversee WRIA plan implementation actions over an initial ten-year period, covering the
58 years 2006 to 2015.

59 J. During the first ten years, the WRIA 8 and WRIA 9 partners will work with
60 other stakeholders to implement the recommendations of their respective plans. Some
61 actions will be taken by the governments individually, some by the governments working
62 jointly, and some in cooperation with other partners.

63 K. For both WRIA 8 and WRIA 9, plan implementation will be guided by an
64 adaptive management strategy, involving monitoring and analysis of implemented actions
65 and modification of management strategies in light of evolving opportunities and
66 scientific data.

67 L. The extraordinary level of interjurisdictional cooperation and productivity
68 achieved through the WRIA 7, WRIA 8 and WRIA 9 planning efforts is expected to
69 continue to be a model for interjurisdictional cooperation during the initial
70 implementation period of the WRIA plans.

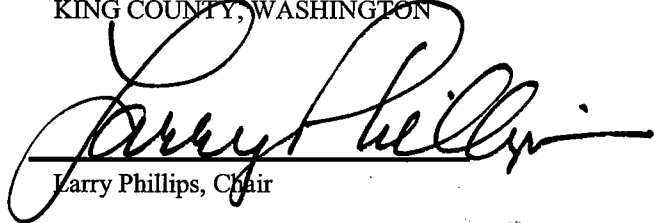
71 SECTION 2. The King County executive is hereby authorized to enter into two
72 interlocal agreements. one for the watershed basins within Water Resource Inventory
73 Area 8, and one for the Green River, Duwamish and Central Puget Sound watersheds

74 within the geographic planning area of Water Resource Inventory Area 9, which includes
75 portions of Water Resource Inventory Areas 8, 10 and 15.
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Ordinance 15622 was introduced on 10/2/2006 and passed by the Metropolitan King County Council on 10/16/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



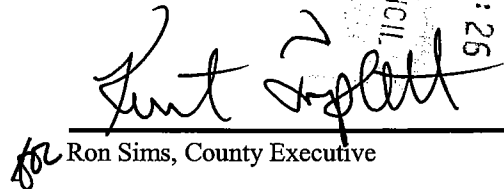
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 27th day of October, 2006.


for Ron Sims, County Executive

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CLERK
KING COUNTY COUNCIL

Attachments A. Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8, B. Revised 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)

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36**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, and Sammamish 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 for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein.

MUTUAL CONVENANTS 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, and 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, and Woodway and the Towns of Beaux Arts, Hunts Point and Yarrow Point.
 - 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 developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting,

- 37 and restoring habitat with the intent to recover listed species, including sustainable,
 38 genetically diverse, harvestable populations of naturally spawning Chinook salmon.
- 39 1.4 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists
 40 of five (5) elected officials or their designees which elected officials are chosen by the
 41 party members of the **WRIA 8 Salmon Recovery Council**, according to the voting
 42 procedures in Section 5, and charged with staff oversight and administrative duties on the
 43 **WRIA 8 Salmon Recovery Council's** behalf.
- 44 1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency,
 45 government, consultant or other entity which supplies staffing or other resources to and
 46 for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service**
 47 **Provider(s)** may be a party to this Agreement.
- 48 1.6 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government who performs
 49 all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in
 50 accordance with the requirements of Chapter 39.34 RCW.
- 51 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the
 52 WRIA who reflect the diverse interests integral for planning, implementation, and
 53 adaptive management for the recovery of the listed species under the Endangered
 54 Species Act, which may include but are not limited to environmental and business
 55 interests.
- 56 2. **PURPOSES.** The purposes of this Agreement include the following:
- 57 2.1 To provide a mechanism and governance structure for the implementation and adaptive
 58 management of the implementation of the **WRIA 8 Plan** and to share the cost of the
 59 WRIA 8 Service Provider team to coordinate and provide the services necessary for the
 60 successful implementation and management of the **WRIA 8 Plan**. The maximum
 61 financial or resource obligation of any participating eligible jurisdiction under this
 62 Agreement shall be limited to its share of the cost of the Service Provider staff and
 63 associated operating costs.
- 64 2.2 To provide a mechanism for securing technical assistance and any available funding from
 65 state agencies or other sources.
- 66 2.3 To provide a mechanism for the implementation of other habitat, water quality and flood
 67 projects with regional, state, federal and non-profit funds as may be contributed to the
 68 **WRIA 8 Salmon Recovery Council**.
- 69 2.4 To provide a framework for cooperation and coordination among the parties on issues
 70 relating to the implementation and management of the implementation of the **WRIA 8**
 71 **Plan** or to meet the requirement or a commitment by any party to participate in WRIA-
 72 based or watershed basin planning in response to any state or federal law which may

- 73 require such participation as a condition of any funding, permitting or other program of
 74 state or federal agencies, at the discretion of such party to this Agreement.
- 75 2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and
 76 funding to state and federal legislators.
- 77 2.6 To provide for the ongoing participation of citizens and other stakeholders in such efforts
 78 and to ensure continued public outreach efforts to educate and garner support for current
 79 and future ESA efforts.

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

- 83 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2007
 84 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within
 85 WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by
 86 each jurisdiction's legislative body, and further provided that after such signatures this Agreement
 87 has been filed by King County and Snohomish County in accordance with the terms of RCW
 88 39.34.040 and .200. This agreement in conjunction with the ILA Extension of 2006 reflects the
 89 ten-year timeframe of the priority actions identified in the *WRIA 8 Plan* Start-List. The ILA
 90 Extension of 2006 provides the mechanism and governance structure for year-one of
 91 implementation. This Agreement provides the mechanism and governance structure for the
 92 subsequent years of implementation of the Start-List Chapter of the *WRIA 8 Plan*. Once
 93 effective, this Agreement shall remain in effect for a term of nine (9) years; provided, however,
 94 that this Agreement may be extended for such additional terms as the parties may agree to in
 95 writing, with such extension being effective upon its execution by at least nine (9) of the eligible
 96 jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected
 97 population.

- 98 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties to
 99 this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar
 100 and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the
 101 "*WRIA 8 Salmon Recovery Council*" the precise boundaries of which are established in Chapter
 102 173-500 WAC, or as determined by the *WRIA 8 Salmon Recovery Council*) to serve as the
 103 formal governance structure for carrying out the purposes of this Agreement in partnership with
 104 non-party members. Each party to this agreement shall appoint one (1) elected official to serve
 105 as its representative on the *WRIA 8 Salmon Recovery Council*. The *WRIA 8 Salmon*
 106 *Recovery Council* is a voluntary association of the county and city governments located wholly
 107 or partially within the management area of WRIA 8 and the Lake Washington-Cedar and
 108 Sammamish watershed basins and associated Puget Sound drainages who choose to be parties

- 109 to this Agreement. Representatives from stakeholder entities who are selected under the voting
110 provisions of Section 5.2 of this agreement are also part of this association.
- 111 4.1 Upon the effective execution of this agreement and the appointment of representatives to
112 the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon**
113 **Recovery Council** shall meet and choose from among its members, according to the
114 voting provisions of Section 5, five (5) elected officials or their designees, to serve as a
115 **Management Committee** to oversee and direct the funds and personnel contributed
116 under this Agreement, in accordance with the adopted annual budget and such other
117 directions as may be provided by the party members of the **WRIA 8 Salmon Recovery**
118 **Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-
119 voting ex officio members thereof. The **Management Committee** shall act as an
120 executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for
121 oversight and evaluation of any **Service Providers** or consultants, for administration of
122 the budget, and for providing recommendations on administrative matters to the **WRIA 8**
123 **Salmon Recovery Council** for action, consistent with the other subsections of this
124 section.
- 125 4.1.1 It is contemplated that services to the **WRIA 8 Salmon Recovery Council** for
126 the term of this agreement shall be provided by King County Department of
127 Natural Resources which shall be the primary **Service Provider** unless the party
128 members pursuant to the voting provisions of Section 5 choose another primary
129 **Service Provider**. The **Management Committee** shall prepare a Memorandum
130 of Understanding to be signed by an authorized representative of King County
131 and an authorized representative of WRIA 8, which shall set out the expectations
132 for services to be provided. Services should include, without limitation,
133 identification of and job descriptions for dedicated staff in increments no smaller
134 than .5 FTE, description of any supervisory role retained by the **Service**
135 **Provider** over any staff performing services under this Agreement, and a method
136 of regular consultation between the **Service Provider** and the **Management**
137 **Committee** concerning the performance of services hereunder.
- 138 4.1.2 The **Management Committee** shall make recommendations to the party
139 members of the **WRIA 8 Salmon Recovery Council** for action, including
140 decisions related to work program, staffing and service agreements, and budget
141 and financial operations, for each year of this Agreement. All duties of the
142 **Management Committee** shall be established by the party members of the
143 **WRIA 8 Salmon Recovery Council**.
- 144 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority
145 and mandate to establish and adopt the following:

- 146 4.2.1 By September 1 of each year, establish and approve an annual budget,
147 establishing the level of funding and total resource obligations of the parties
148 which are to be allocated on a proportional basis based on the average of the
149 population, assessed valuation and area attributable to each party to the
150 Agreement, in accordance with the formula set forth in Exhibit A, which formula
151 shall be updated every third year by the *WRIA 8 Salmon Recovery Council*, as
152 more current data become available, and in accordance with Section 2.1.
- 153 4.2.2 Review and evaluate annually the duties to be assigned to the *Management*
154 *Committee* hereunder and the performance of the *Fiscal Agent* and *Service*
155 *Provider(s)* to this Agreement, and provide for whatever actions it deems
156 appropriate to ensure that quality services are efficiently, effectively and
157 responsibly delivered in the performance of the purposes of this Agreement. In
158 evaluating the performance of any *Service Provider(s)*, at least every three (3)
159 years, the *WRIA 8 Salmon Recovery Council* shall retain an outside consultant
160 to perform a professional assessment of the work and services so provided.
161 Evaluations of the *Service Provider(s)* shall occur in years 3, 6, and 9 of the
162 Agreement, which correspond to years 4, 7, and 10 of the *WRIA 8 Plan* Start-List
163 timeline.
- 164 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the
165 utilization of resources contributed by each party or obtained from other sources
166 in accordance with an annual prioritized list of implementation and adaptive
167 management activities within the WRIA during each year of this Agreement.
- 168 4.3 The *WRIA 8 Salmon Recovery Council* through the primary *Service Provider* may
169 contract with similar watershed forum governing bodies or any other entities for any
170 lawful purpose related hereto, including specific functions and tasks which are initiated
171 and led by another party to this Agreement beyond the services provided by the primary
172 *Service Provider*. The parties may choose to create a separate legal or administrative
173 entity under applicable state law, including without limitation a nonprofit corporation or
174 general partnership, to accept private gifts, grants or financial contributions, or for any
175 other lawful purposes.
- 176 4.4 The party members of the *WRIA 8 Salmon Recovery Council* shall adopt other rules
177 and procedures that are consistent with its purposes as stated herein and are necessary
178 for its operation.
- 179 5. **VOTING.** The party members on the *WRIA 8 Salmon Recovery Council* shall make decisions,
180 approve scope of work, budget, priorities and any other actions necessary to carry out the
181 purposes of this Agreement as follows:

- 182 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council**
183 without the presence of a quorum of active party members. A quorum exists if a majority
184 of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting,
185 provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties
186 to this agreement shall not be included in calculating the quorum. In addition, positions
187 will be considered vacant on the third consecutive absence and shall not be included in
188 calculating a quorum until that time in which the party member is present. The voting
189 procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a
190 quorum of the active party members present for any action or decision to be effective and
191 binding.
- 192 5.1.1 Decisions shall be made using a consensus model as much as possible. Each
193 party agrees to use its best efforts and exercise good faith in consensus
194 decision-making. Consensus may be reached by unanimous agreement of the
195 party members at the meeting, or by a majority recommendation agreed upon by
196 the active party members, with a minority report. Any party who does not accept
197 a majority decision may request weighted voting as set forth below.
- 198 5.1.2 In the event consensus cannot be achieved, as determined by rules and
199 procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8**
200 **Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
- 201 5.1.2.1 Each party, through its appointed representative, may cast its weighted
202 vote in connection with a proposed **WRIA 8 Salmon Recovery Council**
203 action.
- 204 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each
205 of the other parties shall be determined by the percentage of the annual
206 contribution by each party set in accordance with Subsection 4.2.1 in the
207 year in which the vote is taken.
- 208 5.1.2.3 For any action subject to weighted voting to be deemed approved, an
209 affirmative vote must be cast by both a majority of the active party
210 members to this Agreement and by a majority of the weighted votes of
211 the active party members to this Agreement. No action shall be valid
212 and binding on the parties to this Agreement until it shall receive majority
213 of votes of both the total number of active party members to the
214 Agreement and of the active members representing a majority of the
215 annual budget contribution for the year in which the vote is taken. A vote
216 of abstention shall be recorded as a "no" vote.
- 217 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate
218 to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder

- 219 representatives and other persons who are appropriate for the implementation and
 220 adaptive management of the *WRIA 8 Plan*.
- 221 5.2.1 Nomination of such non-party members may be made by any member of the
 222 *WRIA 8 Salmon Recovery Council*. Appointment to the *WRIA 8 Salmon*
 223 *Recovery Council* of such non-party members requires either consensus or dual
 224 majority of party members as provided in Section 5.1.
- 225 5.2.2 The party members on the *WRIA 8 Salmon Recovery Council* may deem it
 226 appropriate to allow non-party members to vote on particular *WRIA 8 Salmon*
 227 *Recovery Council* decisions. The party members may determine which issues
 228 are appropriate for non-party voting by either consensus or majority as provided
 229 in Sections 5.1, except in the case where legislation requires non-party member
 230 votes.
- 231 5.2.3 Decisions of the entire *WRIA 8 Salmon Recovery Council*, both party and non-
 232 party members, shall be made using a consensus model as much as possible.
 233 Voting of the entire *WRIA 8 Salmon Recovery Council* will be determined by
 234 consensus or majority as provided in Sections 5.1 and a majority of the non-party
 235 members.
- 236 6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**
- 237 The *WRIA 8 Plan* shall be implemented with an adaptive management approach. Such an
 238 approach anticipates updates and amendments to the *WRIA 8 Plan*. Such amendments to be
 239 effective and binding must comply with the following provisions:
- 240 6.1 The *WRIA 8 Salmon Recovery Council* shall act to approve or remand any *WRIA 8*
 241 *Plan* amendments prepared and recommended by the committees of the *WRIA 8*
 242 *Salmon Recovery Council* within ninety (90) days of receipt of the plan amendments,
 243 according to the voting procedures described in Section 5.
- 244 6.2 In the event that any amendments are not so approved, they shall be returned to the
 245 committees of the *WRIA 8 Salmon Recovery Council* for further consideration and
 246 amendment and thereafter returned to the *WRIA 8 Salmon Recovery Council* for
 247 decision.
- 248 6.3 After approval of the *WRIA 8 Plan* amendments by the *WRIA 8 Salmon Recovery*
 249 *Council*, the plan amendments shall be referred to the parties to this Agreement for
 250 ratification prior to the submission to any federal or state agency for further action.
 251 Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance
 252 of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8
 253 representing at least seventy percent (70%) of the total population of WRIA 8. Upon
 254 ratification, the *WRIA 8 Salmon Recovery Council* shall transmit the *updated WRIA 8*
 255 *Plan* to any state or federal agency as may be required for further action.

- 256 6.4 In the event that any state or federal agency to which the *WRIA 8 Plan* or amendments
 257 thereto are submitted shall remand the *WRIA 8 Plan* or amendments thereto for further
 258 consideration, the *WRIA 8 Salmon Recovery Council* shall conduct such further
 259 consideration and may refer the plan or amendments to the committees of the *WRIA 8*
 260 *Salmon Recovery Council* for recommendation on amendments thereto.
- 261 6.5 The parties agree that any amendments to the *WRIA 8 Plan* shall not be forwarded
 262 separately by any of them to any state or federal agency unless it has been approved
 263 and ratified as provided herein.
- 264 7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**
- 265 7.1 Each party shall be responsible for meeting its financial obligations hereunder as
 266 described in Section 2.1 and established in the annual budget adopted by the *WRIA 8*
 267 *Salmon Recovery Council* under this Agreement and described in Section 4.2.1.
 268 The maximum funding responsibilities imposed upon the parties during the first year of
 269 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be
 270 updated every third year as described in Section 4.2.1.
- 271 7.2 No later than September 1 of each year of this Agreement, the *WRIA 8 Salmon*
 272 *Recovery Council* shall adopt a budget, including its overhead and administrative costs,
 273 for the following calendar year. The budget shall propose the level of funding and other
 274 (e.g. staffing) responsibilities of the individual parties for the following calendar year and
 275 shall propose the levels of funding and resources to be allocated to specific prioritized
 276 implementation and adaptive management activities within the WRIA. The parties shall
 277 thereafter take whatever separate legislative or other actions that may be necessary to
 278 timely address such individual responsibilities under the proposed budget, and shall have
 279 done so no later than December 1st of each such year.
- 280 7.3 Funds collected from the parties or other sources on behalf of the *WRIA 8 Salmon*
 281 *Recovery Council* shall be maintained in a special fund by King County as *Fiscal Agent*
 282 and as *ex officio* treasurer on behalf of the *WRIA 8 Salmon Recovery Council* pursuant
 283 to rules and procedures established and agreed to by the *WRIA 8 Salmon Recovery*
 284 *Council*. Such rules and procedures shall set out billing practices and collection
 285 procedures and any other procedures as may be necessary to provide for its efficient
 286 administration and operation. Any party to this Agreement may inspect and review all
 287 records maintained in connection with such fund at any reasonable time.
- 288 8. **LATECOMERS.** A county or city government in King or Snohomish County lying wholly or
 289 partially within the management area of WRIA 8 and the Lake Washington-Cedar and
 290 Sammamish watershed basins and adjacent Puget Sound drainages which has not become a
 291 party to this Agreement within twelve (12) months of the effective date of this Agreement may
 292 become a party only with the written consent of all the parties. The provisions of Section 5

293 otherwise governing decisions of the *WRIA 8 Salmon Recovery Council* shall not apply to
294 Section 8. The parties and the county or city seeking to become a party shall jointly determine
295 the terms and conditions under which the county or city may become a party. These terms and
296 conditions shall include payment by such county or city to the parties of the amount determined
297 jointly by the parties and the county or city to represent such county or city's fair and
298 proportionate share of all costs associated with activities undertaken by the *WRIA 8 Salmon*
299 *Recovery Council* and the parties on its behalf as of the date the county or city becomes a party.
300 Any county or city that becomes a party pursuant to this section shall thereby assume the general
301 rights and responsibilities of all other parties to this Agreement.

302 9. **TERMINATION.** This Agreement may be terminated by any party, as to that party only, upon
303 sixty (60) days' written notice to the other parties. The terminating party shall remain fully
304 responsible for meeting all of its funding and other obligations through the end of the calendar
305 year in which such notice is given, together with any other costs that may have been incurred on
306 behalf of such terminating party up to the effective date of such termination. This Agreement may
307 be terminated at any time by the written agreement of all parties. It is expected that the makeup
308 of the parties to this Agreement may change from time to time. Regardless of any such changes,
309 the parties choosing not to exercise the right of termination shall each remain obligated to meet
310 their respective share of the obligations of the *WRIA 8 Salmon Recovery Council* as reflected in
311 the annual budget.

312 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the
313 limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and
314 indemnify the other parties, their officers, elected officials, agents and employees, while acting
315 within the scope of their employment as such, from and against any and all claims (including
316 demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature
317 whatsoever) arising out of or in any way resulting from such party's own negligent acts or
318 omissions related to such party's participation and obligations under this agreement. Each party
319 agrees that its obligations under this subsection extend to any claim, demand and/or cause of
320 action brought by or on behalf of any of its employees or agents. For this purpose, each party, by
321 mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would
322 otherwise be available against such claims under the industrial insurance act provisions of Title
323 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties
324 exercising the right of termination pursuant to Section 9.

325 11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume
326 any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to
327 any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other
328 act, statute or regulation of any local municipality or government, the State of Washington or the
329 United States.

- 330 12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed
- 331 that, in entering into this Agreement, no party is committing to adopt or implement any actions or
- 332 recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.
- 333 13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or
- 334 more of the parties to this Agreement from choosing or agreeing to fund or implement any work,
- 335 activities or projects associated with any of the purposes hereunder by separate agreement or
- 336 action, provided that any such decision or agreement shall not impose any funding, participation
- 337 or other obligation of any kind on any party to this Agreement which is not a party to such
- 338 decision or agreement.
- 339 14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be
- 340 construed to, create any rights in any third party, including without limitation the non-party
- 341 members, NMFS, USFWS, any agency or department of the United States, or the State of
- 342 Washington, or to form the basis for any liability on the part of the *WRIA 8 Salmon Recovery*
- 343 *Council* or any of the parties, or their officers, elected officials, agents and employees, to any
- 344 third party.
- 345 15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous
- 346 consent of the parties to this Agreement, represented by affirmative action by their legislative
- 347 bodies.
- 348 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 349 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must
- 350 approve this Agreement before any representative of such party may sign this Agreement.
- 351 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish
- 352 County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of
- 353 Section 3 herein.

354
355
356 **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates indicated below:

357		
358	Approved as to form:	TOWN OF BEAUX ARTS VILLAGE
359		
360	By: _____	By: _____
361		
362	Title: _____	Title: _____
363		
364	Date: _____	Date: _____

365 Approved as to form: CITY OF BELLEVUE

366

367 By: _____ By: _____

368

369 Title: _____ Title: _____

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371 Date: _____ Date: _____

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374 Approved as to form: CITY OF BOTHELL

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376 By: _____ By: _____

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378 Title: _____ Title: _____

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380 Date: _____ Date: _____

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382

383 Approved as to form: CITY OF CLYDE HILL

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385 By: _____ By: _____

386

387 Title: _____ Title: _____

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389 Date: _____ Date: _____

390

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392 Approved as to form: CITY OF EDMONDS

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394 By: _____ By: _____

395

396 Title: _____ Title: _____

397

398 Date: _____ Date: _____

399 Approved as to form:

TOWN OF HUNTS POINT

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401 By: _____

By: _____

402

403 Title: _____

Title: _____

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405 Date: _____

Date: _____

406

407 Approved as to form:

CITY OF ISSAQUAH

408

409 By: _____

By: _____

410

411 Title: _____

Title: _____

412

413 Date: _____

Date: _____

414

415

416 Approved as to form:

CITY OF KENMORE

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418 By: _____

By: _____

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420 Title: _____

Title: _____

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422 Date: _____

Date: _____

423

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425 Approved as to form:

CITY OF KENT

426

427 By: _____

By: _____

428

429 Title: _____

Title: _____

430

431 Date: _____

Date: _____

432 Approved as to form: KING COUNTY

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434 By: _____ By: _____

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436 Title: _____ Title: _____

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438 Date: _____ Date: _____

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441 Approved as to form: CITY OF KIRKLAND

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443 By: _____ By: _____

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445 Title: _____ Title: _____

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447 Date: _____ Date: _____

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450 Approved as to form: CITY OF LAKE FOREST PARK

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452 By: _____ By: _____

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454 Title: _____ Title: _____

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456 Date: _____ Date: _____

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459 Approved as to form: CITY OF MAPLE VALLEY

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461 By: _____ By: _____

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463 Title: _____ Title: _____

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465 Date: _____ Date: _____

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472 Date: _____
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CITY OF MEDINA
By: _____
Title: _____
Date: _____

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479 Title: _____
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481 Date: _____
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CITY OF MERCER ISLAND
By: _____
Title: _____
Date: _____

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486 By: _____
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488 Title: _____
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490 Date: _____
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CITY OF MILL CREEK
By: _____
Title: _____
Date: _____

493 Approved as to form:
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495 By: _____
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497 Title: _____
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499 Date: _____

CITY OF MOUNTLAKE TERRACE
By: _____
Title: _____
Date: _____

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 502 By: _____
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 504 Title: _____
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CITY OF MUKILTEO
 By: _____
 Title: _____
 Date: _____

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CITY OF NEWCASTLE
 By: _____
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 Date: _____

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 524 Date: _____

CITY OF REDMOND
 By: _____
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CITY OF RENTON
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CITY OF SAMMAMISH
 By: _____
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CITY OF SEATTLE
 By: _____
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 Date: _____

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CITY OF SHORELINE
 By: _____
 Title: _____
 Date: _____

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 561 Approved as to form:
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 563 By: _____
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 565 Title: _____
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 567 Date: _____

SNOHOMISH COUNTY
 By: _____
 Title: _____
 Date: _____

568 Approved as to form:
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572 Title: _____
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576 Approved as to form:
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579 By: _____
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581 Title: _____
582
583 Date: _____

CITY OF WOODINVILLE

By: _____

Title: _____

Date: _____

TOWN OF YARROW POINT

By: _____

Title: _____

Date: _____

Exhibit A - Updated 6-15-06 FINAL
Regional Watershed Funding

WRIA Based Cost-share: WRIA 8 Only

WRIA 08	Population (Pop)	Assessed Value (AV)	Area Sq. Mi.	Average of Pop, AV, Area	WRIA 08
Beaux Arts	273	\$92,776,000	0.08	0.0%	Beaux Arts
Bellevue	113521	\$21,614,400,035	31.81	6.9%	Bellevue
Bothell	16,600	\$2,383,086,200	5.63	1.2%	Bothell
Clyde Hill	2624	\$1,163,326,000	1.06	0.2%	Clyde Hill
Hunts Point	551	\$631,691,500	0.28	0.1%	Hunts Point
Issaquah	17441	\$3,930,341,856	11.36	2.5%	Issaquah
Kenmore	19811	\$2,327,085,450	6.11	1.3%	Kenmore
Kent	206	\$30,127,800	0.49	0.1%	Kent
King County (Uninc.)	170156	\$25,657,259,834	174.29	37.8%	King County (Uninc.)
Kirkland	42573	\$7,415,403,959	10.51	2.3%	Kirkland
Lake Forest Park	13254	\$1,752,445,211	3.51	0.8%	Lake Forest Park
Maple Valley	2702	\$474,585,300	1.3	0.3%	Maple Valley
Medina	2800	\$2,419,412,700	1.41	0.3%	Medina
Mercer Island	21055	\$6,689,373,386	6.21	1.3%	Mercer Island
Newcastle	10965	\$1,444,911,024	4.47	1.0%	Newcastle
Redmond	48331	\$9,096,572,542	16.25	3.5%	Redmond
Renton	42579	\$5,014,423,494	11.28	2.4%	Renton
Sammamish	32481	\$6,148,330,366	17.11	3.7%	Sammamish
Seattle	422248	\$75,516,155,694	54.6	11.8%	Seattle
Shoreline	53017	\$6,738,318,837	11.61	2.5%	Shoreline
Woodinville	10965	\$1,996,556,907	5.66	1.2%	Woodinville
Yarrow Point	972	\$589,088,300	0.36	0.1%	Yarrow Point
Bothell	15090	\$2,259,238,300	6.39	1.4%	Bothell
Edmonds	39070	\$5,934,090,139	8.94	1.9%	Edmonds
Mill Creek	16817	\$2,274,491,533	4.56	1.0%	Mill Creek
Mountlake Terrace	20087	\$1,903,327,160	4.17	0.9%	Mountlake Terrace
Mukilteo	17626	\$2,880,303,500	5.93	1.3%	Mukilteo
Sno. Co. (Uninc.)	135154	\$15,419,132,162	55.59	12.1%	Sno. Co. (Uninc.)
Totals	1288969	\$213,796,255,189	460.97	100.0%	Totals
					\$501,063

NOTE: King County land area excludes the Upper Cedar basin

15622

REVISED 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 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" ("Salmon Habitat Plan"), contributed to the Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; 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 Lead Entity Advisory Group 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 in participating on the Puget Sound Partnership to develop recommendations to restore the Puget Sound to health and sustain that health by 2020; 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 WATERSHED FORUM:** The *WRIA 9 Watershed Forum* created herein is the governing body responsible for implementing this Agreement. The *WRIA 9 Watershed Forum* is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.
 - 1.3 **WRIA 9 STEERING COMMITTEE:** The *WRIA 9 Steering Committee* referred to herein is the cooperative body comprised of 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*.
 - 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* is the plan developed by the *WRIA 9 Steering Committee* and ratified by all of the parties to an interlocal agreement for its development. The *Salmon Habitat*

Plan recommends actions that should be taken from 2006 through 2015 (ten years) to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. This **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 and bull trout. The Salmon Habitat Plan constitutes a chapter of the Puget Sound Salmon Recovery Plan.

- 1.5 **MANAGEMENT COMMITTEE:** **Management Committee** as referred to herein consists of seven (7) elected officials or their designees. The seven elected officials of the **Management Committee** are chosen by the WRIA 9 Watershed Forum, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the **WRIA 9 Watershed Forum's** behalf.
- 1.6 **SERVICE PROVIDER:** **Service Provider**, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the **WRIA 9 Watershed Forum**, 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 who performs all accounting services for the **WRIA 9 Watershed Forum**, 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**, which 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, surface and groundwater quality, water quantity, and habitat.
- 2.3 To provide a mechanism and governance and funding structures for jointly implementing the **Salmon Habitat Plan**.
- 2.4 To develop and take actions on key issues during the implementation of the **Salmon Habitat Plan**.
- 2.5 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.

- 2.6 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**.
- 2.7 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.
- 2.8 To provide a mechanism for implementing other habitat, surface and groundwater quality, water quantity 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 Watershed Forum**.
- 2.9 To annually recommend projects for grant funding by the King Conservation District through the King Conservation District's Forum grant program distribution.
- 2.10 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Projects in partnership with the U.S. Army Corps of Engineers.
- 2.11 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.
- 2.12 To provide a mechanism to approve and support, through resources, funding from grant sources or other means, implementation of restoration and protection projects and programs.
- 2.13 To provide a mechanism for on-going monitoring and evaluation of the **Salmon Habitat Plan** implementation through adaptive management 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 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 nine (9) 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 OF THE WRIA 9 WATERSHED FORUM.** The Parties to this Agreement hereby establish a ***WRIA 9 Watershed Forum*** to serve as the formal governance structure for carrying out the purposes of this Agreement. The ***WRIA 9 Watershed 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 who choose to be Parties to this Agreement.

4.1 Each Party to this Agreement shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ***WRIA 9 Watershed Forum***. The alternate representative may be a different elected official or senior staff person.

4.2 Upon the effective execution of this Agreement and the appointment of representatives to the ***WRIA 9 Watershed Forum***, the ***WRIA 9 Watershed Forum*** 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 Watershed Forum***. 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 Watershed Forum***, 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 Watershed Forum*** for action, consistent with other subsections of this section. The ***WRIA 9 Watershed Forum*** 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 Watershed Forum*** by the ***Service Provider***, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the ***WRIA 9 Watershed Forum***. The ***Management Committee*** shall prepare a Memorandum of Understanding to be signed by a representative of the ***Service Provider***, and a representative of the ***WRIA 9 Watershed Forum***, which shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than 0.5 Full Time Equivalent, 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 a representative of the **WRIA 9 Watershed Forum**, which shall set out the expectations for the additional services so provided to the subset of Parties to this Agreement.
- 4.4 The **WRIA 9 Watershed Forum**, 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 by the **WRIA 9 Watershed Forum** when more current data become available. Tacoma's cost share will be determined on an annual basis by the Parties 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.
- 4.4.2 The **WRIA 9 Watershed Forum** shall incorporate the negotiated additional cost share and incorporate the services in its annual budget and work plan.
- 4.5 The **WRIA 9 Watershed Forum** 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 Watershed Forum** 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 three years.

- 4.7 The **WRIA 9 Watershed Forum** may contract with similar watershed forum governing bodies such as the Puget Sound Shared Salmon Strategy and 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 Watershed Forum** 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 Watershed Forum** 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 **WRIA 9 Watershed Forum**, the **WRIA 9 Watershed Forum** 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 Watershed Forum** action.
- 5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement. A vote of abstention shall be recorded as a "no" vote.
6. **IMPLEMENTATION OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:
- 6.1 The **WRIA 9 Steering Committee**, which shall be appointed by the **WRIA 9 Watershed Forum**, shall be an advisory body responsible for making recommendations for implementing the **Salmon Habitat Plan** to the **WRIA 9 Watershed Forum**, including substantive plan amendments recommended as a result of adaptive management. The **WRIA 9 Steering Committee** shall provide information to the **WRIA 9 Watershed**

Forum regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **WRIA 9 Steering Committee** are to be consistent with the purposes of this Agreement. The **WRIA 9 Watershed Forum** may authorize additional advisory bodies to the **WRIA 9 Steering Committee**, such as an adaptive management work group.

- 6.2 The **WRIA 9 Watershed Forum** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **WRIA 9 Steering Committee** 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 Steering Committee** for further consideration and amendment and thereafter returned to the **WRIA 9 Watershed Forum** for decision.
- 6.3 The **WRIA 9 Watershed Forum** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan** by the Parties. 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 **Salmon Habitat Plan** by any regional, state or federal agency the **WRIA 9 Watershed Forum** shall undertake a review for consideration of the remanded portion or plan. The **WRIA 9 Watershed Forum** may include further referral to the **WRIA 9 Steering Committee** 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 Watershed Forum** under this Agreement, including all such obligations related to the **WRIA 9 Watershed Forum** and **WRIA 9 Steering Committee** 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 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 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 Watershed Forum** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 Watershed Forum** pursuant to rules and procedures established and agreed to by the **WRIA 9 Watershed Forum**. 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 Watershed Forum** 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 Watershed Forum**. The amount of payment is determined jointly by the existing Parties of the **WRIA 9 Watershed Forum** 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 Watershed Forum** 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 The obligations of any Party under this Agreement may be terminated by the Party, through action of its governing body, only upon sixty (60) days' written notice to the other Parties by not later than November 1 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 expected 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 Watershed Forum** 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.

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 Watershed Forum*** 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:

CITY OF FEDERAL WAY

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 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:

CITY OF RENTON

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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: _____