

04/08/97

INTRODUCED BY LARRY PHILLIPS

JL:pr

a97-1:01.mot

PROPOSED NO. 97-197

MOTION **10194**

A MOTION authorizing an interlocal agreement between King County and all other city and county governments in the Lake Washington and Sammamish watershed, for management and funding of the Lake Washington Studies.

WHEREAS, King County has taken a leadership role in establishing and supporting watershed forums, which are developing and coordinating regional actions to address fish habitat, flooding and water quality concerns in the region's major watersheds, and

WHEREAS, the Lake Washington/Cedar River Watershed Forum, in coordination with the Sammamish Watershed Forum, has identified the funding and management of the Lake Washington Studies as its first major project, and

WHEREAS, throughout the 1970s and 1980s, adult sockeye returned to the Lake Washington and Sammamish watersheds in large enough numbers to support the most valuable recreational fishery in the State of Washington, and

WHEREAS, survival rates of juvenile sockeye in Lake Washington appear to have been below normal since the mid-1980s, reducing adult returns and placing the future of the run at risk, even after implementation of recent and proposed regional investments of tens of millions of dollars to protect and enhance fish habitat in the Lake Washington and Sammamish watersheds, and

22 WHEREAS, scientists do not know the reasons for the low survival rates of juvenile
23 sockeye in Lake Washington but have formulated some promising hypotheses, which are
24 being tested as part of the Lake Washington Studies, and

25 WHEREAS, King County believes that the region has compelling environmental,
26 cultural and economic interests in carrying out the Lake Washington Studies, and

27 WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the participants
28 are each authorized to enter into an agreement for cooperative action;

29 NOW, THEREFORE, BE IT MOVED, by the Council of King County:

30 The executive is authorized to enter into an interlocal agreement, in substantially the
31 same form as attached, and to enter into such other agreements as may be necessary for
32 its implementation, to provide the proper management and funding of the Lake Washington
33 Studies.

34 PASSED by a vote of 12 to 0 this 21ST day of
35 April, 1997.

36
37
38 KING COUNTY COUNCIL
39 KING COUNTY, WASHINGTON

40
41
42 Deise Miller
43 VICE Chair

44
45 ATTEST:

46
47 Janet Mason
48
49 ACTING Clerk of the Council

50
51 Attachments:

52
53 A. Agreement for Management and Funding of the Lake Washington Studies

**AGREEMENT FOR MANAGEMENT AND FUNDING OF
THE LAKE WASHINGTON STUDIES**

This Agreement is made and entered into by the local governments signing it, collectively known as the "Participants." The Participants are a subset of the city and county governments that have jurisdiction within the Lake Washington and Sammamish watersheds, which qualifies them for membership in the Lake Washington/Cedar River and Sammamish Watershed forums. This currently includes the Towns and Cities of Beaux Arts Village, Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Hunts Point, Kent, Kirkland, Lake Forest Park, Lynnwood, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Newcastle, Redmond, Renton, Seattle, Shoreline, Woodinville and Yarrow Point, and the counties of King and Snohomish. A local government may be a member of the Lake Washington/Cedar River or Sammamish Watershed forums and participate in their discussions without becoming a Participant in this Agreement. To become a Participant in this Agreement, a member of the forums must contribute funding to the Lake Washington Studies under terms of this Agreement.

I. Recitals

WHEREAS, the Lake Washington/Cedar River and Sammamish Watershed Forums are dedicated to developing and coordinating regional actions to address fish habitat, flooding and water quality concerns in their respective watersheds; and

WHEREAS, sockeye salmon are by far the most numerous anadromous fish species in the Lake Washington and Sammamish watersheds; and

WHEREAS, all juvenile anadromous fish in the Sammamish watershed must pass through Lake Washington to reach marine waters; and

WHEREAS, throughout the 1970s and 1980s, adult sockeye returned to the Lake Washington and Sammamish watersheds in large enough numbers to support the most valuable recreational fishery in the State of Washington; and

WHEREAS, survival rates of juvenile sockeye in Lake Washington appear to have been below normal since the mid-1980s, reducing adult returns and placing the future of the run at risk even after implementation of recent and proposed regional investments of tens of millions of dollars to protect and enhance fish habitat in the Lake Washington and Sammamish watersheds; and

WHEREAS, scientists do not know the reasons for the low survival rates of juvenile sockeye in Lake Washington but have formulated some promising hypotheses, which are being tested as part of a program known as the "Lake Washington Studies"; and

WHEREAS, the Participants believe that the region has compelling environmental, cultural and economic interests in carrying out the Lake Washington Studies; and

WHEREAS, the Participants believe that the studies will be best conducted and their recommendations best implemented if they are managed and funded through a partnership that involves local governments; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the Participants are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the Participants agree as follows:

II. Purpose

This agreement establishes the basis for joint funding and management of the Lake Washington Studies by the Participants, who believe that without further study and informed action, sockeye salmon runs in the Lake Washington and Sammamish watersheds are likely to dwindle. The Lake Washington Studies are intended to recommend actions that address, at a minimum, four broad questions:

- Are young sockeye dying because of food shortages in the lake?
- Are lake predators eating large numbers of young sockeye?
- Are there structural and operational improvements that should be made to the Ballard Locks to improve fish passage to and from Puget Sound?
- Why, in some years, do survival rates for sockeye from the Sammamish system seem to be significantly better than those for sockeye from the Cedar River?

Continuation of the studies and implementation of their recommendations should allow the region to realize full value from the tens of millions of dollars that it is investing in habitat protection and enhancement, hatchery production, and other fish management actions. This Agreement also provides the flexibility to receive additional funding for the studies from federal, state and private sources, consistent with a goal of raising half of their cost from non-local sources.

III. Effectiveness and Duration

This Agreement is effective upon signature by at least five Participants, whose financial contributions in 1997 must equal at least 75% of the total to be raised from Participants for the year. This Agreement will remain in effect until December 31, 1999, unless extended by written amendment by the Participants.

IV. Project Management

A. Executive Committee

1. Membership and Authority

A "Lake Washington Studies Executive Committee" (hereinafter known as the "Executive Committee"), made up of one elected official or citizen designee representing each of the Participants, shall be established to oversee performance of the studies. The Executive Committee shall determine the work plan and budget of the studies, except as it may delegate to the Project Management Committee (described in Section IV.B. of this Agreement). The Executive Committee shall also determine the requested annual financial contributions of individual Participants toward the studies and may approve additional members for the Project Management Committee, to represent other parties that contribute funding to the studies.

2. Meeting and Voting Rules

The Executive Committee is expected to hold most of its meetings in conjunction with meetings of the Lake Washington/
Cedar River Watershed Forum, but may meet at other times, as requested by its chair or four or more of its members. It shall operate under Robert's Rules of Order and shall initially be chaired by a representative of the Bellevue City Council. Five Participants or a majority of Participants, whichever is larger, shall constitute a quorum for the conducting of Executive Committee business. Decisions shall be made by consensus whenever possible but by majority rule when necessary, each Participant initially having one vote. If approved by a majority of the Executive Committee, with votes by proxy allowed, the Executive Committee may amend these voting rules. Such amendment shall become an attachment to this Agreement.

B. Project Management Committee

1. Membership and Authority

A "Lake Washington Studies Project Management Committee" (hereinafter known as the "Project Management Committee"), made up of one staff representative each from the Washington Department of Fish and Wildlife, the

Muckleshoot Indian Tribe and the Participants, shall be responsible for general project management of the Lake Washington Studies, including review of budgets, scopes, findings and recommendations of the studies. It shall make recommendations to the Executive Committee, as specified in this Agreement or requested by the Executive Committee, and shall provide a status report on the studies for every meeting of the Lake Washington/Cedar River Watershed Forum and, as requested, for meetings of the Sammamish Watershed Forum.

2. Meeting and Operating Rules

The Project Management Committee shall designate a chair and vice-chair, who shall serve at the pleasure of a majority of the committee's members. Meetings shall be held at least quarterly and also as requested by the chair and vice-chair together, or by the chair of the Executive Committee.

Decisions shall be made by consensus whenever possible but by majority rule when necessary, each committee member having one vote. Where it cannot achieve consensus, the Project Management Committee shall incorporate minority views into its reports to the Executive Committee. Formal amendments or additions to these meeting and operating rules must be approved by the Executive Committee and shall become attachments to this Agreement.

C. Technical Committee

A "Lake Washington Studies Technical Committee" (hereinafter known as the "Technical Committee"), which shall include at least one staff representative from each of the agencies conducting the Studies, shall be designated by the Project Management Committee and shall prepare initial work plans, budgets, findings, and recommendations for the Studies, for review by the Project Management Committee. Initially, the membership of the Technical Committee shall be the same as that of the existing Cedar River Sockeye Salmon Technical Committee.

D. Administrator

1. Selection

King County shall be the Administrator of this Agreement, unless determined otherwise by the Executive Committee.

2. Responsibilities

The Administrator shall provide lead staff support to the Project Management Committee and shall also be responsible for the receipt, accounting, and management of funds made available by the Participants or other sources for conduct of the Studies. Acting at the direction of the Executive Committee, the Administrator shall disburse funds for the conduct of the Studies through interagency agreements or contracts, subject to any applicable public bidding laws and standard procurement procedures.

V. Work Plan and Budget

The Work Plan and Budget for the Lake Washington Studies in 1997 is attached as Exhibit 1 and incorporated herein. The Technical Committee is expected to submit preliminary Work Plans and Budgets for 1998 and succeeding years to the Project Management Committee by April 30 of the previous year. The Project Management Committee shall submit a proposed Work Plan and Budget for 1998 and succeeding years to the Executive Committee by August 31 of the previous year. The Executive Committee shall have 60 days in which it may modify the recommended Work Plan and Budget, after which the Work Plan and Budget shall be considered approved and incorporated herein. The Executive Committee may, however, modify the Work Plan and Budget at any time by a two-thirds vote, based on scientific findings or the availability of funds and after consultation with the Project Management Committee.

VI. Responsibilities

Each Participant to this Agreement shall:

- A. Contribute funds for the conduct of the Lake Washington Studies in the amount designated for it in the "Local Cost Allocation" for 1997 attached to this Agreement as Exhibit 2 and incorporated herein. Exhibit 2 shall be amended by new local cost allocations for 1998 and 1999, which shall be approved by the Executive Committee by October 30 of the previous year. Future contributions by the Participants depend upon funding appropriations by the legislative bodies of the Participants.

- B. Designate an elected official or citizen representative to serve on the Executive Committee and a staff representative to serve on the Project Management Committee.
- C. Through its designated representatives, review and comment on proposed study budgets, scopes of work, findings and recommendations and vote on study budgets, scopes and other business brought before the Executive and Project Management committees.

VII. Financial Arrangements

A. Billing and Payment

In 1997, the Administrator shall be responsible for billing each Participant for the entire amount of its designated allocation within 30 days after the Agreement has become effective and the Participant has signed it. In 1998 and 1999, the Administrator shall be responsible for billing each Participant for the entire amount of its designated allocation by January 31. Non-payment of invoiced allocations that are more than 60 days due shall result in the suspension of all rights of the Participant under this Agreement until payment is made. Upon request, the Executive Committee may approve a reduction in a Participant's allocation.

B. In-Kind Contributions

The Executive Committee shall allow the Administrator to receive reimbursement, or to deduct from the contribution designated for it in Exhibit 2, up to \$5,000 for reasonable salaries, benefits and overhead charges for its financial management of the Lake Washington Studies, as approved by the Executive Committee. The Executive Committee, at its sole discretion, may also approve reimbursements or deductions for extraordinary services provided by Participants. This is not to include normal service on the Executive and Project Management Committees or, in 1997 and 1998, services provided by the Watershed Coordinator.

VIII. Ownership of Work Products

All work products approved by the Technical Committee, Project Management Committee or Executive Committee shall be the non-exclusive property of all of the Participants.

IX. Termination and Amendment

- A. Any Participant may terminate its role in this Agreement by written notice to the Administrator at any time, but past contributions shall not be reimbursed.
- B. This Agreement may be amended, altered, or clarified and additional Participants can be added only by written agreement of the Participants hereto, on the recommendation of the Executive Committee.
- C. This Agreement is not assignable by any Participant, either in whole or in part.
- D. This agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded.
- E. The Participants recognize that time is of the essence in the performance of the provisions of this agreement.
- F. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the agreement unless stated to be such through written approval by the Participants which shall be attached to the original agreement.
- G. The Participants represent that funds for the 1997 budget of this project have been appropriated and are available.

X. Counterparts

This Agreement may be executed in counterparts.

XII. — Indemnification and Hold Harmless

Each Participant shall protect, defend, indemnify, and save harmless the other Participants, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, each Participant's own negligent acts or omissions. Each Participant agrees that its obligations under this paragraph 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 Participant, by mutual negotiation, hereby waives, with respect to the other Participants only, any immunity that would otherwise be available against

such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any Participant incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Participant to the extent of that Participant's culpability.

IN WITNESS WHEREOF, the Participants hereto have executed this Agreement on the _____ day of _____, 19____.

Approved as to Form

Town of Beaux Arts Village

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of Bothell

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

Town of Brier

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

Town of Clyde Hill

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of Edmonds

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

City of Everett

By: _____
Title: _____

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Issaquah

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

Town of Hunts Point

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Kent

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Kirkland

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Lake Forest Park

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Lynnwood

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Medina

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Mercer Island

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Mill Creek

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Mountlake Terrace

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Newcastle

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Redmond

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Renton

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Seattle

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Shoreline

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

City of Woodinville

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

Town of Yarrow Point

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

King County

By: _____
Title: _____

Approved as to Form

By: _____
Title: _____

Snohomish County

By: _____
Title: _____