



Signature Report

October 17, 2000

Motion 11077

Proposed No. 2000-0573.2

Sponsors Miller, Phillips, Pelz, von
Reichbauer and McKenna

1
2 A MOTION authorizing interlocal agreements between King County and
3 King County cities in Water Resource Inventory Areas (WRIAs) 7, 8, and
4 9, for the purpose of cooperatively developing, funding, and implementing
5 watershed-based salmon recovery plans, habitat protection and restoration
6 efforts, and other water resource management projects and programs in the
7 Snoqualmie, Lake Washington/Cedar/Sammamish, and Green-Duwamish
8 watersheds.

9 WHEREAS, WRIA-based salmon conservation planning is an important and
10 necessary component of King County's Endangered Species Act compliance and salmon
11 recovery strategy, and

12 WHEREAS, WRIA-based salmon conservation planning is an integral component
13 of the Tri-County model salmonid conservation program, and

14 WHEREAS, WRIA-based salmon conservation planning, to be successful, must
15 be a collaborative effort of the local governments, tribes, stakeholder groups, and citizens
16 in the watersheds, and

17 WHEREAS, King County since 1998 has been working with other local
18 governments, tribes, stakeholder groups, and citizens on WRIA-based salmon
19 conservation planning and other watershed planning endeavors, and

20 WHEREAS, a small policy group (consisting of elected officials and other
21 representatives from King County and several other local governments from throughout
22 the county) developed a proposed interlocal agreement for watershed planning and water
23 resource management, and

24 WHEREAS, the interlocal agreement clarifies and formalizes the roles and
25 responsibilities of King County and other local governments in the King County portions
26 of WRIAs 7, 8, and 9, in developing, reviewing, approving, and funding WRIA-based
27 planning and salmon recovery plans, and

28 WHEREAS, the small policy group's draft has been endorsed by the WRIA
29 Forums, consisting of local governments from the Snoqualmie, Lake
30 Washington/Cedar/Sammamish, and Green-Duwamish watersheds, and

31 WHEREAS, representatives of local governments in those watersheds, including
32 King County, have agreed to seek formal adoption of interlocal agreements for their
33 respective WRIAs from their legislative bodies, and

34 WHEREAS, the goal is to have the interlocal agreements adopted by the end of
35 2000 to provide budgetary certainty for participating jurisdictions and in order to be in
36 effect by the effective date of federal government regulations protecting the Puget Sound
37 chinook salmon (i.e., the 4(d) Rule), and

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

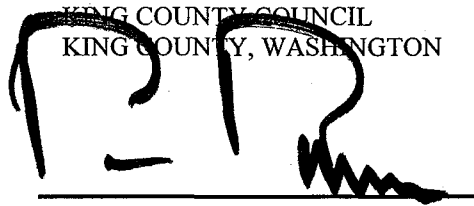
40 NOW THEREFORE, BE IT MOVED by the Council of King County:

41 The county executive is hereby authorized to negotiate final versions of and to enter into
42 interlocal agreements with the participating cities and counties in WRIAs 7, 8, and 9, in
43 substantially the same form as attached hereto, for the purpose of cooperatively
44 developing, implementing, and funding watershed-based salmon recovery plans, habitat
45 protection and restoration efforts, and other water resource management projects and
46 programs in the Snoqualmie, Lake Washington/Cedar/Sammamish, and Green-
47 Duwamish watersheds.

48

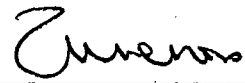
Motion 11077 was introduced on 10/2/00 and passed by the Metropolitan King County Council on 10/16/00, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement For the Snoqualmie and South Fork Skykomish Watersheds within Water Resource Inventory Area 7, B. Interlocal Agreement For the Watershed Basins with Water Resource Inventory Area 8, C. Interlocal Agreement For the Watershed Basins within Water Resource Inventory Area 9

11077

INTERLOCAL AGREEMENT

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

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among a portion or all of the eligible county and city governments signing this agreement that are located in King County, lying wholly or partially within the Snoqualmie and South Fork Skykomish Watersheds and within the management area of Watershed Resource Inventory Area ("WRIA") 7, all political subdivisions of the State of Washington (collectively, for those signing this agreement, "parties");

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation for the majority of the Snoqualmie Watershed and wish to provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, a WRIA-Based Watershed Conservation Plan is being developed for the Snohomish River Basin, which includes the Snoqualmie Watershed; and

WHEREAS, the parties want to provide for efficient participation in and review of a *WRIA-Based Watershed Plan*; and

WHEREAS, the parties are seeking information on habitat conditions and salmon conservation and recovery needs to inform local decision-making regarding actions to comply with the Endangered Species Act; and

WHEREAS, the parties recognize that identification of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out by jurisdictions independently; and

WHEREAS, the parties wish to establish a mechanism for identifying, coordinating and implementing water quality, flood hazard reduction, and habitat projects at the watershed level;

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 JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are King County; the Cities of Carnation, Duvall, North Bend, and Snoqualmie; and the Town of Skykomish.

- 1.2 **SNOQUALMIE WATERSHED FORUM:** The *Snoqualmie Watershed Forum* created herein and is the governing body responsible for implementing this Agreement is comprised of designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement.
- 1.3 **SNOHOMISH BASIN SALMON RECOVERY FORUM:** The *Snohomish Basin Salmon Recovery Forum* (hereinafter referred to as "the Recovery Forum") is the cooperative body comprised of local governments, the Tulalip Tribes, special districts, stakeholder representatives, and federal and state agencies from throughout the Snohomish WRIA.
- 1.4 **WRIA-BASED WATERSHED PLANS:** *WRIA-Based Watershed Plans* as referred to herein are those documents to be developed for WRIA 7 (the Snohomish Basin) including its sub-basins that recommend actions related to watershed protection, restoration and salmon recovery.
- 1.5 **STAKEHOLDERS.** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning for recovery of the listed species under the Endangered Species Act, 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 and governance structure for the joint funding, development and review of *WRIA-Based Watershed Plans*, particularly related to the development of locally-based information and analysis for the King County portions of WRIA 7. This information is intended to contribute to the WRIA-based Watershed Plan being developed for the Snohomish Basin and to inform local decision-makers about actions needed to comply with the Endangered Species Act.
- 2.2 To provide a mechanism for cooperative review and development of recommended policies and regulations needed for compliance with the Endangered Species Act.
- 2.3 To provide a mechanism for securing technical assistance and any available funding from state agencies and other sources.
- 2.4 To provide a mechanism for the implementation of other habitat, water quality, and flood projects with other regional (e.g., King Conservation District Revenues), state, federal and non-profit funds as may be contributed to the *Snoqualmie Watershed Forum*.
- 2.5 To provide a framework for cooperation and coordination among the parties on issues relating to the WRIA or sub-WRIA basins planning or to meet the requirement of a commitment by any party to participate in WRIA-based or

watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies; at the discretion of such party to this Agreement.

- 2.6 To develop and articulate Snoqualmie Watershed-based positions on key issues during the development of **WRIA-Based Watershed Plan**, particularly with respect to recommendations on local land use policies, regulations, and funding needed to support implementation of the **WRIA-Based Watershed Plan** and compliance with the Endangered Species Act.
- 2.7 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.
- 2.8 To develop a joint recommendation to the legislative bodies of each of the parties on whether to ratify the **WRIA-Based Watershed Plan** ultimately developed for WRIA 7.
- 2.9 To provide a mechanism for sharing information and coordinating local government efforts to address issues with watershed-wide implications, including but not limited to flood hazard reduction, water quality, water quantity, and habitat restoration.

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

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by King County and at least two (2) of the eligible cities within the King County portion of WRIA 7, as authorized by each jurisdiction's legislative body. Once effective, this Agreement shall remain in effect for an initial term of five (5) years; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing.

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

- 4. **ORGANIZATION AND MEMBERSHIP OF THE SNOQUALMIE WATERSHED**

The parties to this Agreement hereby establish a **Snoqualmie Watershed Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement.

- 4.1 Each party to this agreement shall appoint one (1) elected official to serve as its primary representative, and one alternate representative to the **Snoqualmie Watershed Forum**. If the party elects to appoint a non-elected official as an alternate, that party must designate in writing on the jurisdiction's letterhead whether the non-elected official can vote on behalf of that party.
- 4.2 In addition to the representatives of each of the parties, the **Snoqualmie Watershed Forum** shall also include three (3) non-voting, ex officio members to help broaden the geographic representation of the **Snoqualmie Watershed Forum**. One ex-officio member shall be appointed by the Snoqualmie Valley Cities Association, and two shall be appointed by King County, one for Council District 3 and one for Council District 12. Snoqualmie Watershed Forum members shall serve a term of 4 years, or the remainder of their elected term (if appropriate), whichever is shorter.
- 4.3 The services cost-shared under this agreement shall be provided to the **Snoqualmie Watershed Forum** by the King County Department of Natural Resources. For 2001, the scope of work to be funded by this Agreement is attached as Exhibit A, which references both specific work tasks, and the staff and or consultant resources that will be dedicated to carrying them out.
- 4.4 The Service Provider will meet with staff from each of the parties at least once annually prior to September 1st to coordinate the development of a draft work program and budget for consideration by the **Snoqualmie Watershed Forum**.
- 4.5 The priorities of this work program will be coordinated with the overall scope and timeline for the development of a **WRIA-Based Watershed Plan** for WRIA 7. The parties recognize that that geographic scope of the **WRIA-Based Watershed Plan** will necessitate that some cost-shared work be carried out for the Snohomish Basin (e.g., staffing of basin-wide committees developing the draft **WRIA-Based Watershed Plan**).
- 4.6 The **Snoqualmie Watershed Forum** shall, by September 1 of each year, review and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each party to this Agreement, in accordance with the formula set forth in Exhibit B, which formula shall be updated annually as more current data becomes available.

- 4.7 The **Snoqualmie Watershed Forum** shall oversee the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of planning activities within the Snoqualmie Watershed and the Snohomish WRIA during each year of the agreement.
- 4.8 The **Snoqualmie Watershed Forum** shall review and evaluate annually the performance of the Service Provider(s) to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this agreement.
- 4.9 The **Snoqualmie Watershed Forum** may contract with similar watershed forum bodies, including the **Recovery Forum** or any other entities for any lawful purpose related hereto. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.
- 4.10 The **Snoqualmie 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 **Snoqualmie Watershed Forum** shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
 - 5.1 Decisions shall be made using a consensus model as much as possible. 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, or by a majority recommendation with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.
 - 5.2 During the course of decision-making, a **Snoqualmie Watershed Forum** member can call for a non-binding "roll call" vote.
 - 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Snoqualmie Watershed Forum**, the **Snoqualmie Watershed Forum** shall take action on a dual-majority basis, as follows:
 - 5.3.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed **Snoqualmie Watershed Forum** action.

5.3.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Section 4.4 in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the parties to this Agreement and by a majority of the weighted votes of the parties to this Agreement. No action shall be valid and binding on the parties to this Agreement until it shall receive majority votes of both the total number of parties to the Agreement and of the members representing a majority of the annual budget contribution for the year in which the vote is taken.

6. **PARTICIPATION IN AND REVIEW OF WRIA-BASED WATERSHED PLANS.**

- 6.1 At regular decision points during the development of the *WRIA-Based Watershed Plan* for WRIA 7, the *Snoqualmie Watershed Forum* shall develop joint proposals, comments, and recommendations on plan elements and forward them to the *Recovery Forum*.
- 6.2 The individual parties will participate in regular meetings of the *Recovery Forum* to the extent possible in light of limited availability of staff and elected officials. The *Snoqualmie Watershed Forum* may elect to designate a representative of the parties to participate in the Recovery Forum on a regular basis.
- 6.3 The parties recognize the potential for a WRIA-wide Interlocal Agreement related to the role and membership of the *Recovery Forum*, and cost sharing to support the development of a *WRIA-Based Watershed Plan*. It is intended by the parties that the cost-shared work outlined in Exhibit A will fulfill the cost sharing obligations for jurisdictions within the King County portions of WRIA 7 under a potential WRIA-Wide agreement. Decisions regarding any joint commitments by the parties to additional cost-sharing shall be made during the development of an annual work plan and budget as outlined herein.
- 6.4 Upon recommendation of a proposed *WRIA-Based Watershed Plan* by the Recovery Forum, the *Snoqualmie Watershed Forum* shall review the plan and submit comments to the Recovery Forum on behalf of the *Snoqualmie Watershed Forum*. This submittal of comments on behalf of the *Snoqualmie Watershed Forum* in no way precludes the individual parties to this agreement from submitting comments on behalf of their individual jurisdictions.
- 6.5 Upon recommendation of a final *WRIA-Based Watershed Plan* by the *Recovery Forum*, the *Snoqualmie Watershed Forum* shall make an advisory

recommendation to the legislative bodies of the local government parties to this Agreement on whether to ratify the plan.

7. **IDENTIFICATION AND COORDINATION OF WATERSHED ISSUES, IMPLEMENTATION OF WATERSHED ISSUES, AND PRIORITIZATION OF PROJECTS**

- 7.1 The parties may use the *Snoqualmie Watershed Forum* meetings as a venue for sharing information and coordinating local government efforts to address issues with watershed-wide implications, including but not limited to flood hazard reduction, water quality, water quantity, and habitat restoration.
- 7.2 In the event that the King Conservation District annual assessment is authorized to continue past the year 2000, and that a "watershed" allocation of funds is made available to the Snoqualmie Watershed, the *Snoqualmie Watershed Forum* shall make a recommendation to the King Conservation District Board of Supervisors for the allocation of funds to specific projects.
- 7.3 The *Snoqualmie Watershed Forum* may develop and endorse a watershed-wide list of habitat, water quality, and/or flood hazard reduction projects as a means of considering projects within a watershed context, and helping to target limited funds to high priority projects. This list should facilitate applications for federal and state grant funding. It is not intended to prevent the individual parties from pursuing grant funds independently.
- 7.4 Parties to this Agreement may wish to enter into companion agreements with each other or with other parties or agencies to implement habitat, water quality and flood projects with other regional, state, federal, local, and non-profit funds.

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

- 8.1 Each party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the *Snoqualmie Watershed Forum* under this Agreement, including all such obligations related to the *Snoqualmie Watershed Forum* funding, technical support, and participation in related planning, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the parties will be necessary from time to time in order to carry out these obligations.
- 8.2 During the initial term of this Agreement, the primary individual obligations of the parties will be to participate in the *Snoqualmie Watershed Forum* and the development of a *WRIA-Based Watershed Plan*, and provide funding in support of the *Snoqualmie Watershed Forum* and the development of a *WRIA-Based*

Watershed Plan. Staff from each of the parties will need to meet periodically to review information coming out of the WRIA-Based Watershed Planning process, coordinate the development of a proposed annual work program, and develop proposals for consideration by the **Snoqualmie Watershed Forum**.

8.3 No later than September 1 of each year of this Agreement, the **Snoqualmie Watershed Forum** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g. staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning activities within the Snoqualmie Watershed and WRIA 7. The parties shall thereafter take whatever separate legislative or other actions may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than the end of the fiscal year.

8.4 Funds collected from the parties or other sources on behalf of the **Snoqualmie Watershed Forum** shall be maintained in a special fund by King County as fiscal agent and as *ex officio* treasurer on behalf of the **Snoqualmie Watershed Forum** pursuant to rules and procedures established and agreed to by the **Snoqualmie Watershed Forum**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

9. **LATECOMERS**. A city government in King County lying wholly or partially within the management area of WRIA 7 which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the **Snoqualmie Watershed Forum** shall not apply to Section 9. The parties and the county or city seeking to become a party shall jointly determine the terms and conditions under which the county or city may become a party, which terms and conditions shall include payment by such county or city to the parties of the amount determined jointly by the parties and the county or city to represent such county or city's fair and proportionate share of all costs associated with activities undertaken by the **Snoqualmie Watershed Forum** and the parties on its behalf as of the date the county or city becomes a party. Any county or city that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

10. **TERMINATION** This Agreement may be terminated by any party, as to that party only, upon notice to the other parties by not later than October 1st for 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. This Agreement may be terminated at any time by the written agreement of all parties. 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 meet its respective share of the obligations of the *Snoqualmie Watershed Forum* as reflected in the annual budget.
11. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 10.
12. **NO ASSUMPTION OF LIABILITY**. In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
13. **VOLUNTARY AGREEMENT**. This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in a *WRIA-Based Watershed Plan* developed pursuant to this Agreement.
14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder

by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.

- 15. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the Recovery Forum, NMFS, USFWS, any agency or department of the United States, or, the State of Washington, or to form the basis for any liability on the part of the ***Snoqualmie Watershed Forum*** or any of the parties, or their officers, elected officials, agents and employees, to any third party.
- 16. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
- 17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 18. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been approved for execution by appropriate action of each party's governing body.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2000.

KING COUNTY

By: _____
Its:

Approved as to form:

By: _____
Deputy Prosecuting Attorney

CITY OF CARNATION

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF DUVALL

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF NORTH BEND

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF SNOQUALMIE

Approved as to form:

Exhibit A:

Draft Scope of Work to Be Cost-Shared – Year 2001

Snoqualmie Watershed Forum Support

1. Prepare agendas and background materials and handle logistics for bi-monthly Snoqualmie Watershed Forum meetings.
2. Support the Snoqualmie Watershed Forum's participation in the development of the Snohomish Basin Conservation Plan.
3. Work with the Snoqualmie Watershed Forum to develop a list of high priority water quality, flooding, and fish habitat projects in a watershed context.
4. Develop a proposed annual work program and budget for cost-shared services in coordination with city staff.
5. If the King Conservation District assessment is reauthorized and new funds are allocated to the Snoqualmie Watershed, support the Snoqualmie Watershed Forum's review and recommendation of specific projects.

Conservation Planning

1. Actively participate in staff committees that are developing a WRIA-Based Watershed Plan for the Snohomish Basin. Help to ensure that information and recommendations for the King County portions of the Snohomish Basin are incorporated into that plan.
2. Notify the Snoqualmie Watershed Forum of key decision points in the development of a WRIA-Based Watershed Plan for the Snohomish Basin.
3. Support development of Snoqualmie Watershed positions on key issues during the development of WRIA-Based Watershed Plan, particularly related to land use policies, regulations, and funding needed to support implementation of the WRIA-Based Watershed Plan.
4. Work with city staff to develop joint recommendations for policies and regulations to comply with the Endangered Species Act; present to Snoqualmie Watershed Forum.
5. Carry out ESA-related workshops, volunteer events, and public meetings in the King County portion of the Snohomish Basin.

Staff to Complete Work -- 2.5 FTEs

Mixture of:

- Watershed Forum/WRIA Plan Coordinator
- Program Analyst II
- Program Analyst I
- Public Outreach Specialist

11077

By: _____

Its:

By: _____

City Attorney

Regional Watershed Funding WRIA Based Cost-share: WRIA 8 Only

Note: Does not include watershed assessment technical work

Total:

\$515,830 *

WRIA 08	Population (Pop)	Assessed Value (AV)	Area	Average of Pop / AV / Area
<u>King Co. Portion:</u>				
1 Beaux Arts	0.0%	\$161	0.0%	\$105
2 Bellevue	12.0%	\$51,897	9.0%	\$38,847
3 Bothell	1.4%	\$5,872	1.4%	\$6,037
4 Clyde Hill	0.4%	\$1,873	0.3%	\$1,160
5 Hunts Point	0.2%	\$812	0.1%	\$250
6 Issaquah	1.1%	\$4,902	1.5%	\$6,386
7 Kenmore	1.5%	\$6,571	1.6%	\$6,896
8 Kent	0.1%	\$295	0.1%	\$529
9 King County	16.1%	\$69,809	35.6%	\$154,294
10 Kirkland	4.6%	\$19,808	3.5%	\$15,188
11 Lake Forest Park	1.2%	\$5,075	1.1%	\$4,675
12 Maple Valley	0.2%	\$1,065	0.3%	\$1,322
13 Medina	0.7%	\$3,026	0.3%	\$1,364
14 Mercer Island	3.0%	\$12,852	1.8%	\$7,942
15 Newcastle	0.8%	\$3,381	1.0%	\$4,149
16 Redmond	5.0%	\$21,434	4.1%	\$17,703
17 Renton	2.7%	\$11,884	2.7%	\$11,542
18 Sammamish	3.0%	\$12,829	3.7%	\$16,156
19 Seattle	40.5%	\$175,304	26.7%	\$115,723
20 Shoreline	4.3%	\$18,551	4.0%	\$17,210
21 Tukwila	0.0%	\$19	0.0%	\$18
22 Woodinville	1.1%	\$4,722	1.2%	\$5,104
23 Yarrow Point	0.2%	\$859	0.1%	\$398
<u>Snoh. Co. Portion</u>				
24 Bothell	4.7%	\$3,900	4.2%	\$3,501
25 Brier	5.4%	\$4,481	5.4%	\$4,501
26 Edmonds	4.0%	\$3,331	3.5%	\$2,914
27 Everett	4.8%	\$3,990	6.3%	\$5,210
28 Lynnwood	12.0%	\$9,935	7.6%	\$6,279
29 Mill Creek	14.0%	\$11,575	8.8%	\$7,317
30 Mountlake Terrace	7.3%	\$6,077	4.1%	\$3,360
31 Mukiteo	2.3%	\$1,904	2.1%	\$1,730
32 Uninc Sno Co	45.1%	\$37,341	56.9%	\$47,111
33 Woodway	0.4%	\$297	1.1%	\$907
				100.0%

* Total Cost includes increased staffing for the Snohomish County portion of WRIA 8.

This increase was determined based on the proportion of WRIA 8 Pop/AV/Area to Pop/AV/Area of King County in WRIA 8.

NOTE: King County land area excludes 1) the Upper Cedar basin, 2) the Upper Green basin (TPU Watershed), 3) the Tolt River basin, and 4) the Alpine

WRIA Based Cost-share: King County Portions of WRIA 7

Note: Does not include watershed assessment technical work

Total: \$213,035

WRIA 07	Population (Pop)	Assessed Value (AV)	Area*	Average of Pop / AV / Area **
1 Carnation	4.0%	\$6,271	0.2%	2.4%
2 Duvall	9.8%	\$19,347	0.4%	6.4%
3 King County	72.8%	\$146,119	97.8%	79.7%
4 North Bend	8.4%	\$23,731	0.6%	6.7%
5 Skykomish	0.6%	\$750	0.1%	0.3%
6 Snoqualmie	4.4%	\$16,818	1.0%	4.4%
				100.0%

* King County land area excludes the Tolt River basin and the Alpine Lakes Wilderness, and those portions of the City of Sammamish that are within W

**During the year 2001, a portion of the funding to carry out the obligations shall come from the Snoqualmie Watershed allocation of King Conservation 2000, and as yet unspent, subject to approval by the King Conservation District Board of Supervisors.

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INTERLOCAL AGREEMENT

For the Watershed Basins with Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among a portion or all of the eligible county and city governments signing this agreement that are located in King and Snohomish County, 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, Sammamish and Central Puget Sound forums, all political subdivisions of the State of Washington (collectively, for those signing this agreement, "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation for the watershed basins in WRIA 8 and wish to provide for planning, 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, Brier, Bothell, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Montlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Tukwila, Woodinville, Woodway and the Towns of Beaux Arts, Hunts Point and Yarrow Point.
- 1.2 **WRIA 8 FORUM:** The *WRIA 8 Forum* created herein is the governing body responsible for implementing this Agreement and is comprised of designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement.
- 1.3 **WRIA 8 STEERING COMMITTEE:** The *WRIA 8 Steering Committee* referred to herein is the cooperative representational body comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate to the creation of *WRIA-based Watershed Plans*.
- 1.4 **WRIA-BASED WATERSHED PLANS:** *WRIA-based Watershed Plans* as referred to herein are those documents to be developed for WRIA 8 including its sub-basins which recommend actions related to watershed protection, restoration and salmon recovery.
- 1.5 **WRIA SUB-FORUMS:** *WRIA Sub-Forums* as referred to herein are those cooperative representational bodies currently meeting and working on issues, preparing plans and implementing projects within watersheds. These groups are comprised of elected officials from the general purpose governments located within the watershed.

- 1.6 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the *WRIA 8 Forum*, according to the voting procedures in Section 5, charged with staff oversight and administrative duties on the *WRIA 8 Forum's* behalf.
- 1.7 **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 8 Forum*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
- 1.8 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government who performs all accounting services for the *WRIA 8 Forum*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.9 **STAKEHOLDERS** – Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning for the recovery of the listed species under the Endangered Species Act, 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 and governance structure for the joint funding, development, review and approval of *WRIA-Based Watershed Plans*. Such plans shall include reconnaissance, assessment and analysis of conditions and recommendations for the WRIA Forum. It is understood that the maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to the cost of developing the *WRIA-Based Watershed Plans*.
- 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies or other sources.
- 2.3 To provide a mechanism for the implementation of other habitat, water quality and flood projects with regional, state, federal and non-profit funds as may be contributed to the *WRIA 8 Forum*.
- 2.4 To provide a framework for cooperation and coordination among the parties on issues relating to the WRIA or sub-WRIA planning or to meet the requirement of a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.
- 2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.
- 2.6 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population, as authorized by each jurisdiction's legislative body. Once effective, this Agreement shall remain in effect for an initial term of five (5) years; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing.
4. **ORGANIZATION AND NATURE OF WRIA 8 FORUM.** The parties to this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "***WRIA 8 Forum***" the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the ***WRIA 8 Forum***) to serve as the formal governance structure for carrying out the purposes of this Agreement. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the ***WRIA 8 Forum***. The ***WRIA 8 Forum*** is a voluntary association of the county and city governments located wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages who choose to be parties to this Agreement.
 - 4.1 Upon the effective execution of this agreement and the appointment of representatives to the ***WRIA 8 Forum***, the ***WRIA 8 Forum*** shall meet and choose from among its members, according the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a ***Management Committee*** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the ***WRIA 8 Forum***. Representatives of the ***Fiscal Agent*** and ***Service Provider*** may serve as non-voting ex officio members thereof. The ***Management Committee*** shall act as an executive subcommittee of the ***WRIA 8 Forum***, responsible for oversight and evaluation of any ***Service Providers*** or consultants, administration of the budget, and for providing recommendations on administrative matters to the ***WRIA 8 Forum*** for action, consistent with other subsections of this section.
 - 4.1.1 It is contemplated that services to the ***WRIA 8 Forum*** and ***WRIA 8 Steering Committee*** for the year 2001 shall be provided by ***Service Provider***, King County Department of Natural Resources. The ***Management Committee*** shall prepare a Memorandum of Understanding to be executed with the ***Service Provider***, to be approved by the ***WRIA 8 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 .5 FTE, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.1.2 Upon the effective execution of this Agreement, and the selection of the **Management Committee**, the **Management Committee** shall review existing work products and plans and make recommendations to the entire **WRIA 8 Forum** for action, including initial decisions related to work program, staffing and service agreements, and budget and financial operations, for the year 2001. All duties of the **Management Committee** shall be established by the **WRIA 8 Forum**.

4.2 The **WRIA 8 Forum** shall have the authority to establish and adopt the following:

4.2.1 The **WRIA 8 Steering Committee** shall develop and propose for consideration, amendment and adoption by the **WRIA 8 Forum**, a scope of work for development of **WRIA-based Watershed Plans**, including planning priorities for each year of this Agreement, and performance review of work under this Agreement. The scope of work may provide for certain tasks or processes to be the responsibility of the **WRIA Sub-Forums**. The scope of work shall specifically identify the level of staff support to be provided to the **WRIA Sub-Forums** in furtherance of their agreed upon tasks or processes.

4.2.2. The **WRIA 8 Forum** shall by September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated annually by the **WRIA 8 Forum**, as more current data becomes available.

4.2.3 The **WRIA 8 Forum** shall review and evaluate annually the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider(s)** to this Agreement, and shall provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any **Service Provider**, at least every two years, the **WRIA 8 Forum** shall retain an outside consultant to perform a professional assessment of the work and services so provided.

4.2.4 The **WRIA 8 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 an annual prioritized list of planning activities within the WRIA during each year of this Agreement.

- 4.3 The **WRIA 8 Forum** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.
- 4.4 The WRIA 8 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 8 Forum** shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. 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, or 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 8 Forum**, the **WRIA 8 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 8 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 by each party set in accordance with Subsection 4.2.2 in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the parties to this Agreement and by a majority of the weighted votes of the parties to this Agreement. No action shall be valid and binding on the parties to this Agreement until it shall receive majority votes of both the total number of parties to the Agreement and of the members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a "no" vote.
6. **CREATION, APPROVAL AND RATIFICATION OF WRIA-BASED WATERSHED PLANS.** **WRIA-based Watershed Plans** shall be developed, drafted and recommended by the **WRIA 8 Steering Committee**, approved by the **WRIA 8 Forum** and subject to ratification by the legislative bodies of the parties to this Agreement, consistent with the following:
- 6.1 The **WRIA 8 Forum** shall appoint a **WRIA 8 Steering Committee**, comprised of a balance of stakeholder representatives and any other persons who are deemed by the

parties to this Agreement to be appropriate to the creation of **WRIA-based Watershed Plans**. It is intended that representatives of local general purpose governments will continue to participate on the **WRIA 8 Steering Committee**. The **WRIA 8 Steering Committee** shall be responsible for the development and recommendation of **WRIA-based Watershed Plans** consistent with the purposes of this Agreement and shall act as an advisory body to the **WRIA 8 Forum**. Changes in the membership or composition of the **WRIA 8 Steering Committee** shall be made pursuant to the voting procedures in Section 5. The **WRIA 8 Forum** shall establish procedures for naming and replacing representatives on the **WRIA 8 Steering Committee**.

- 6.2 The **WRIA 8 Forum** shall act to approve or remand any final long-term **WRIA-based Watershed Plan** prepared and recommended by the **WRIA 8 Steering Committee** within ninety (90) days of receipt of the final plan, according to the voting procedures described in Section 5.
- 6.3 In the event that any plan is not so approved, it shall be returned to the **WRIA 8 Steering Committee** for further consideration and amendment and thereafter returned to the **WRIA 8 Forum** for decision.
- 6.4 After approval of the plan by the **WRIA 8 Forum**, the plan shall be referred to the parties to this Agreement for ratification prior to the plan's submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution or ordinance of the jurisdiction's legislative body, by at least nine jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Forum** shall transmit the **WRIA-based Watershed Plan** to any state or federal agency as may be required for further action.
- 6.5 In the event that either any state or federal agency to which such plans are submitted shall remand any such plan for further consideration, the plan shall be remanded to the **WRIA 8 Forum** for consideration, which may include further referral to the **WRIA 8 Steering Committee** for recommendation on amendments thereto.
- 6.6 The parties agree that no **WRIA-based Watershed Plan** developed and funded pursuant to this Agreement shall be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

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

- 7.1 Each party shall be responsible for meeting its financial obligations hereunder as established in the annual budget adopted by the **WRIA 8 Forum** under this Agreement, including all such obligations related to **WRIA 8 Forum** and **WRIA 8 Steering Committee** funding, technical support, and participation in related planning 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 the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated annually as described in Section 4.2.2.
- 7.3 No later than September 1 of each year of this Agreement, the **WRIA 8 Forum** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g. staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.
- 7.4 Funds collected from the parties or other sources on behalf of the **WRIA 8 Forum** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Forum** pursuant to rules and procedures established and agreed to by the **WRIA 8 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. 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 or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Forum** shall not apply to Section 8. The parties and the county or city seeking to become a party shall jointly determine the terms and conditions under which the county or city may become a party. These terms and conditions shall include payment by such county or city to the parties of the amount determined jointly by the parties and the county or city to represent such county or city's fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Forum** and the parties on its behalf as of the date the county or city becomes a party. Any county or city that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement.
9. **TERMINATION** This Agreement may be terminated by any party, as to that party only, upon sixty (60) days' written notice to the other parties. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such

terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. It is 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 meet its respective share of the obligations of the *WRIA 8 Forum* as reflected in the annual budget.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in a *WRIA-based Watershed Plan* developed pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the *WRIA 8 Steering Committee*, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 8 Forum* or any of the parties, or their officers, elected officials, agents and employees, to any third party.

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- 15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
- 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been approved for execution by appropriate action of each party's governing body.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2000.

KING COUNTY

By: _____
Its:

Approved as to form:

By: _____
Deputy Prosecuting Attorney

SNOHOMISH COUNTY

By: _____
Its:

Approved as to form:

By: _____
Deputy Prosecuting Attorney

CITY OF [NAME OF CITY]

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF [NAME OF CITY]

By: _____
Its:

Approved as to form:

By: _____
City Attorney

CITY OF [NAME OF CITY]

By: _____
Its:

Approved as to form:

By: _____
City Attorney

Regional Watershed Funding WRIA Based Cost-share: WRIA 9 Only

Note: Does not include watershed assessment technical work

TOTAL: \$433,000

WRIA 09 King Co. Portion	Population (Pop)	Assessed Value (AV)	Area	Average of Pop / AV / Area
1 Algona	0.1%	\$367	0.1%	0.1%
2 Auburn	4.4%	\$19,074	4.0%	4.8%
3 Black Diamond	0.7%	\$3,063	1.9%	1.1%
4 Burien	5.5%	\$23,839	2.3%	4.2%
5 Covington	2.4%	\$10,418	1.8%	2.0%
6 Des Moines	5.0%	\$21,749	2.0%	3.5%
7 Enumclaw	1.2%	\$5,362	0.8%	0.9%
8 Federal Way	3.0%	\$13,152	1.4%	2.4%
9 Kent	13.3%	\$57,487	8.9%	12.5%
10 King County	22.5%	\$97,551	59.0%	33.9%
11 Maple Valley	1.8%	\$7,671	1.4%	1.6%
12 Normandy Park	1.3%	\$5,633	0.8%	1.2%
13 Renton	3.4%	\$14,663	2.0%	3.1%
14 Sea-Tac	4.4%	\$18,874	3.2%	4.7%
15 Seattle	28.2%	\$122,243	7.5%	19.8%
16 Tukwila	2.7%	\$11,856	2.8%	4.0%
Sub-Total				100.0%

NOTE: King County land area excludes the Upper Green River basin

INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 9

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among a portion or all of the eligible county and city governments signing this agreement that are located in King County, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 9, which includes all or portions of the Green-Duwamish and Central Puget Sound forums, all political subdivisions of the State of Washington (collectively, for those signing this agreement, "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation for the watershed basins in WRIA 9 and wish to provide for planning, funding and implementation of various activities and projects therein.

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 County of King and the Cities and Towns of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, and Tukwila.
 - 1.2 **WRIA 9 FORUM:** The *WRIA 9 Forum* created herein is the governing body responsible for implementing this Agreement and is comprised of designated representatives of eligible jurisdictions 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 representational body comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate to the creation of *WRIA-based Watershed Plans*.
 - 1.4 **WRIA-BASED WATERSHED PLANS:** *WRIA-based Watershed Plans* as referred to herein are those documents to be developed for WRIA 9 including its sub-basins which recommend actions related to watershed protection, restoration and salmon recovery.
 - 1.5 **WRIA SUB-FORUMS:** *WRIA Sub-Forums* as referred to herein are those cooperative representational bodies currently meeting and working on issues, preparing plans and implementing projects within watersheds. These groups are comprised of elected officials from the general purpose governments located within the watershed.

- 1.6 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the *WRIA 9 Forum*, according to the voting procedures in Section 5, charged with certain oversight and administrative duties on the *WRIA 9 Forum's* behalf.
- 1.7 **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 Forum*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
- 1.8 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government who performs all accounting services for the *WRIA 9 Forum*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.9 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning for the recovery of the listed species under the Endangered Species Act, 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 and governance structure for the joint funding, development, review and approval of *WRIA-Based Watershed Plans*. Such plans shall include reconnaissance, assessment and analysis of conditions and recommendations for the WRIA Forum. It is understood that the maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to the cost of developing the *WRIA-Based Watershed Plans*.
- 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies or other sources.
- 2.3 To provide a mechanism for the implementation of other habitat, water quality and flood projects with other regional, state, federal and non-profit funds as may be contributed to the WRIA 9 Forum.
- 2.4 To provide a framework for cooperation and coordination among the parties on issues relating to the WRIA or sub-WRIA planning or to meet the requirement of a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.
- 2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.

- 2.6 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible jurisdictions within WRIA 9 representing at least seventy per cent (70%) of the affected population, as authorized by each jurisdiction's legislative body. Once effective, this Agreement shall remain in effect for an initial term of five (5) years; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing.
4. **ORGANIZATION AND NATURE OF WRIA 9 FORUM.** The parties to this Agreement hereby establish a governing body for WRIA 9 and the Green-Duwamish watershed basin and associated Puget Sound drainages (hereinafter the "***WRIA 9 Forum***" the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the WRIA Forum) to serve as the formal governance structure for carrying out the purposes of this Agreement. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the ***WRIA 9 Forum***. The ***WRIA 9 Forum*** is a voluntary association of the county and city governments located wholly or partially within the management area of WRIA 9 and the Green-Duwamish watershed basin and associated Puget Sound drainages who choose to be parties to this Agreement.
- 4.1 Upon the effective execution of this agreement and the appointment of representatives to the ***WRIA 9 Forum***, the ***WRIA 9 Forum*** shall meet and choose from among its members, according to the provisions of Section 5, five (5) elected officials or their designees, to serve as a ***Management Committee*** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the ***WRIA 9 Forum***. Representatives of the ***Fiscal Agent*** and ***Service Provider*** may serve as non-voting ex officio members thereof. The ***Management Committee*** shall act as an executive subcommittee of the ***WRIA 9 Forum***, responsible for oversight and evaluation of any ***Service Providers*** or consultants, administration of the budget, and for providing recommendations on administrative matters to the ***WRIA 9 Forum*** for action, consistent with other subsections of this section.
- 4.1.1 It is contemplated that services to the ***WRIA 9 Forum*** and ***WRIA 9 Steering Committee*** for the year 2001 shall be provided by ***Service Provider***, King County Department of Natural Resources. The ***Management Committee***

shall prepare a Memorandum of Understanding to be executed with the **Service Provider**, to be approved by the **WRIA 9 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 .5 FTE, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.1.2 Upon the effective execution of this Agreement, and the selection of the **Management Committee**, the **Management Committee** shall review existing work products and plans and make recommendations to the entire **WRIA 9 Forum** for action, including initial decisions related to work program, staffing and service agreements, and budget and financial operations, for the year 2001. All duties of the **Management Committee** shall be established by the **WRIA 9 Forum**.

4.2 The **WRIA 9 Forum** shall have the authority to establish and adopt the following:

4.2.1 The **WRIA 9 Steering Committee** shall develop and propose for consideration, amendment and adoption by the **WRIA 9 Forum**, a scope of work for development of **WRIA-based Watershed Plans**, including planning priorities for each year of this Agreement, and performance review of work under this Agreement. The scope of work may provide for certain tasks or processes to be the responsibility of the **WRIA Sub-Forums**. The scope of work shall specifically identify the level of staff support to be provided to the **WRIA Sub-Forums** in furtherance of their agreed upon tasks or processes.

4.2.2. The **WRIA 9 Forum** shall by September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated annually by the **WRIA 9 Forum**, as more current data becomes available.

4.2.3 The **WRIA 9 Forum** shall review and evaluate annually the duties to be assigned to the **Management Committee** hereunder and the performance of the fiscal agent and **Service Provider(s)** to this Agreement, and shall provide for whatever actions are necessary it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the

performance of the purposes of this Agreement. In evaluating the performance of any *Service Provider*, at least every two years, the *WRIA 9 Forum* shall retain an outside consultant to perform a professional assessment of the work and services so provided.

4.2.4 The *WRIA 9 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 an annual prioritized list of planning activities within the WRIA during each year of this Agreement.

4.3 The *WRIA 9 Forum* may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

4.4 The WRIA 9 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 Forum* shall make decisions, approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. 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, or 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 Forum*, the *WRIA 9 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 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 by each party set in accordance with Subsection 4.2.2 in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the parties to this Agreement and by a majority of the weighted votes of the parties to this Agreement. No action shall be valid and binding on the parties to this Agreement until it shall receive majority votes of both the total number of

parties to the Agreement and of the members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a "no" vote.

6. **CREATION, APPROVAL AND RATIFICATION OF WRIA-BASED WATERSHED PLANS.**

WRIA-based Watershed Plans shall be developed, drafted and recommended by the ***WRIA 9 Steering Committee***, approved by the ***WRIA 9 Forum*** and subject to ratification by the legislative bodies of the parties to this Agreement, consistent with the following:

- 6.1 The ***WRIA 9 Forum*** shall appoint a ***WRIA 9 Steering Committee***, comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate to the creation of ***WRIA-based Watershed Plans***. It is intended that representatives of local general purpose governments will continue to participate on the ***WRIA 9 Steering Committee***. The ***WRIA 9 Steering Committee*** shall be responsible for the development and recommendation of ***WRIA-based Watershed Plans*** consistent with the purposes of this Agreement and shall act as an advisory body to the ***WRIA 9 Forum***. Changes in the membership or composition of the ***WRIA 9 Steering Committee*** shall be made pursuant to the voting procedures in Section 5. The ***WRIA 9 Forum*** shall establish procedures for naming and replacing representatives on the ***WRIA 9 Steering Committee***.
- 6.2 The ***WRIA 9 Forum*** shall act to approve or remand any final long-term ***WRIA-based Watershed Plan*** prepared and recommended by the ***WRIA 9 Steering Committee*** within ninety (90) days of receipt of the final plan, according to the voting procedures described in Section 5.
- 6.3 In the event that any plan is not so approved, it shall be returned to the ***WRIA 9 Steering Committee*** for further consideration and amendment and thereafter returned to the ***WRIA 9 Forum*** for decision.
- 6.4 After approval of the plan by the ***WRIA 9 Forum***, the plan shall be referred to the parties to this Agreement for ratification prior to the plan's submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution or ordinance of the jurisdiction's legislative body, by at least five jurisdictions within WRIA 9 representing at least seventy per cent (70%) of the total population of WRIA 9. Upon ratification, the ***WRIA 9 Forum*** shall transmit the ***WRIA-based Watershed Plan*** to any state or federal agency as may be required for further action.
- 6.5 In the event that either any state or federal agency to which such plans are submitted shall remand any such plan for further consideration, the plan shall be remanded to

the **WRIA 9 Forum** for consideration, which may include further referral to the **WRIA 9 Steering Committee** for recommendation on amendments thereto.

- 6.6 The parties agree that no **WRIA-based Watershed Plan** developed and funded pursuant to this Agreement shall be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.
7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**
- 7.1 Each party shall be responsible for meeting its financial obligations hereunder as established in the annual budget adopted by the **WRIA 9 Forum** under this Agreement, including all such obligations related to **WRIA 9 Forum** and **WRIA 9 Steering Committee** funding, technical support, and participation in related planning 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 the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated annually as described in Section 4.2.2.
- 7.3 No later than September 1 of each year of this Agreement, the **WRIA 9 Forum** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g. staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.
- 7.4 Funds collected from the parties or other sources on behalf of the **WRIA 9 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 Forum** pursuant to rules and procedures established and agreed to by the **WRIA 9 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. 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 WRIA 9 and the Green-Duwamish watershed basin and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written

consent of all the parties. The provisions of Section 5 otherwise governing decisions of the *WRIA 9 Forum* shall not apply to Section 8. The parties and the county or city seeking to become a party shall jointly determine the terms and conditions under which the county or city may become a party. These terms and conditions shall include payment by such county or city to the parties of the amount determined jointly by the parties and the county or city to represent such county or city's fair and proportionate share of all costs associated with activities undertaken by the *WRIA 9 Forum* and the parties on its behalf as of the date the county or city becomes a party. Any county or city that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

9. **TERMINATION** This Agreement may be terminated by any party, as to that party only, upon sixty (60) days' written notice to the other parties. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. It is 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 meet its respective share of the obligations of the *WRIA 9 Forum* as reflected in the annual budget.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species

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

- 12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in a ***WRIA-based Watershed Plan*** developed pursuant to this Agreement.
- 13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
- 14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the ***WRIA 9 Steering Committee***, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the ***WRIA 9 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, represented by affirmative action by their legislative bodies.
- 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been approved for execution by appropriate action of each party's governing body.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2000.

KING COUNTY

By: _____
Its: _____

Approved as to form:

By: _____
Deputy Prosecuting Attorney

CITY OF [NAME OF CITY]

By: _____
Its: _____

Approved as to form:

By: _____
City Attorney

CITY OF [NAME OF CITY]

By: _____

Approved as to form:

By: _____