

Ordinance No. 122315

Council Bill No. 115795

AN ORDINANCE authorizing the Director of Seattle Public Utilities to enter into two interlocal agreements to provide for the implementation of Chinook salmon conservation plans for the Lake Washington/Cedar River/Sammamish Watershed and the Green/Duwamish and Central Puget Sound Watershed.

CF No. \_\_\_\_\_

Date Introduced:	12.4.06	
Date 1st Referred:	12.4.06	
Date Re - Referred:	To: (committee) Full Council	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: 9-0	
Date Presented to Mayor:	Date Approved: 12.21.06	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department  
Council Bill/Ordinance sponsored by: \_\_\_\_\_

Richard Conlin  
Councilmember

### Committee Action:

FC 12/11/06 PASSED 9-0

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_  
(Initial/date)

Law Dept. Review

OMP  
Review

City Clerk  
Review

Electronic  
Copy Loaded

12/26/06  
Indexed



ORDINANCE 122315

AN ORDINANCE authorizing the Director of Seattle Public Utilities to enter into two interlocal agreements to provide for the implementation of Chinook salmon conservation plans for the Lake Washington/Cedar River/Sammamish Watershed and the Green/Duwamish and Central Puget Sound Watershed.

WHEREAS, Puget Sound Chinook salmon and bull trout were listed in 1999 as Threatened Species under the federal Endangered Species Act; and

WHEREAS, the City of Seattle and other local governments in the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) and the Green Duwamish and Central Puget Sound Watershed (WRIA 9) signed interlocal agreements with King County for shared staffing to coordinate the development of plans to promote the recovery of Chinook salmon in these watersheds; and

WHEREAS, the recovery plans have been completed and approved by the Council and other jurisdictions in WRIA 8 and WRIA 9; and

WHEREAS, the cooperating jurisdictions have proposed to continue shared funding of staff resources to facilitate continued jurisdictional participation in the WRIA groups to implement elements of the completed plans; and

WHEREAS, the City's actions to improve habitat for Chinook salmon will also benefit bull trout and other aquatic and wildlife species and contribute to the quality of life for Seattle residents; and

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6 WHEREAS, implementing the Chinook conservation plans for WRIA 8 and WRIA 9 is  
7 consistent with other City policies such as the Restore Our Waters Initiative, the Cedar  
8 River Watershed Habitat Conservation Plan and Seattle's Urban Blueprint for Habitat  
9 Protection and Restoration; and  
10

11  
12 WHEREAS, the implementation of the Chinook salmon conservation plans in WRIA 8 and  
13 WRIA 9 is a cornerstone to regional efforts to restore the health of Puget Sound; NOW,  
14 THEREFORE,  
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16  
17 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**  
18

19 Section 1. The Director of Seattle Public Utilities is authorized to execute, for and on  
20 behalf of the City of Seattle, an agreement with King County substantially in the form attached  
21 hereto as Attachment 1.  
22

23 Section 2. The Director of Seattle Public Utilities is authorized to execute, for and on  
24 behalf of the City of Seattle, an agreement with King County substantially in the form attached  
25 hereto as Attachment 2.  
26

27 Section 3. Any act consistent with the authority of this ordinance that is taken after  
28 passage of this ordinance but prior to its effective date is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

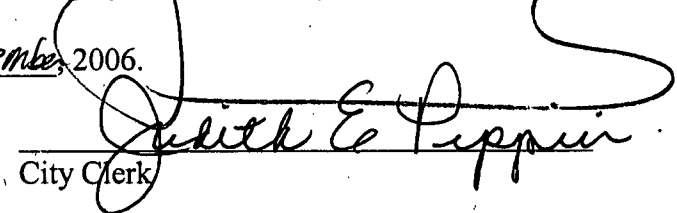
Passed by the City Council the 11 day of December, 2006, and signed by me in open session in authentication of its passage this 11 day of December, 2006.

  
\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this 21<sup>st</sup> day of December, 2006.

  
\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this 21<sup>st</sup> day of December, 2006.

  
\_\_\_\_\_  
City Clerk

(Seal)

Attachment 1: Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8

Attachment 2: Interlocal Agreement for the Green River, Duwamish River, and Central Puget Sound Watersheds (WRIA 9)



## INTERLOCAL AGREEMENT

### For the Watershed Basins within Water Resource Inventory Area 8

#### PREAMBLE

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar, and Sammamish basins, all political subdivisions of the State of Washington (individually for those signing this Agreement "party" and collectively "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein.

#### MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish, and the Cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville, and Woodway and the Towns of Beaux Arts, Hunts Point and Yarrow Point.
  - 1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The **WRIA 8 Salmon Recovery Council** created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the **WRIA 8 Salmon Recovery Council** includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the **WRIA 8 Plan**. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.
  - 1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** **WRIA 8 Plan** as referred to herein is the three volume document developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting,



and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.

- 1.4 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the **WRIA 8 Salmon Recovery Council**, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the **WRIA 8 Salmon Recovery Council's** behalf.
- 1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service Provider(s)** may be a party to this Agreement.
- 1.6 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government who performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, which may include but are not limited to environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the **WRIA 8 Plan** and to share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
- 2.2 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 Salmon Recovery Council**.
- 2.4 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the **WRIA 8 Plan** or to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may

require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

- 2.5 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 on January 1, 2007 provided it has been signed by that date 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, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and .200. This agreement in conjunction with the ILA Extension of 2006 reflects the ten-year timeframe of the priority actions identified in the **WRIA 8 Plan** Start-List. The ILA Extension of 2006 provides the mechanism and governance structure for year-one of implementation. This Agreement provides the mechanism and governance structure for the subsequent years of implementation of the Start-List Chapter of the **WRIA 8 Plan**. Once effective, this Agreement shall remain in effect for a term of nine (9) years; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.

- 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties 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 Salmon Recovery Council**") the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the **WRIA 8 Salmon Recovery Council**) to serve as the formal governance structure for carrying out the purposes of this Agreement in partnership with non-party members. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery Council** is a voluntary association of the county and city governments 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. Representatives from stakeholder entities who are selected under the voting provisions of Section 5.2 of this agreement are also part of this association.

4.1 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon Recovery Council** shall meet and choose from among its members, according to the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the party members of the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members thereof. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, for administration of the budget, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

4.1.1 It is contemplated that services to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be provided by King County Department of Natural Resources which shall be the primary **Service Provider** unless the party members pursuant to the voting provisions of Section 5 choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of King County and an authorized representative of WRIA 8, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than .5 FTE, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.1.2 The **Management Committee** shall make recommendations to the party members of the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, for each year of this Agreement. All duties of the **Management Committee** shall be established by the party members of the **WRIA 8 Salmon Recovery Council**.

4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority and mandate to establish and adopt the following:

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

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





representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.

- 5.2.1 Nomination of such non-party members may be made by any member of the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.
- 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow non-party members to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.
- 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-party members, shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Sections 5.1 and a majority of the non-party members.

6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**

The **WRIA 8 Plan** shall be implemented with an adaptive management approach. Such an approach anticipates updates and amendments to the **WRIA 8 Plan**. Such amendments to be effective and binding must comply with the following provisions:

- 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) days of receipt of the plan amendments, according to the voting procedures described in Section 5.
- 6.2 In the event that any amendments are not so approved, they shall be returned to the committees of the **WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.
- 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8 Plan** to any state or federal agency as may be required for further action.

- 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.
- 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

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

- 7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1.
- 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (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 implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.
- 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** A county or city government in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5

otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county 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 Salmon Recovery Council** 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 their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget.
10. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY**. In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.





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

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

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE

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

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

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

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

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

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



Approved as to form:

CITY OF BELLEVUE

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

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

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

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

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

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

Approved as to form:

CITY OF BOTHELL

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

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

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

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

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

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

Approved as to form:

CITY OF CLYDE HILL

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

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

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

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

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

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

Approved as to form:

CITY OF EDMONDS

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

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

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

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

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

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



Approved as to form:

TOWN OF HUNTS POINT

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

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

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

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

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

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

Approved as to form:

CITY OF ISSAQUAH

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

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

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

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

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

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

Approved as to form:

CITY OF KENMORE

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

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

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

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

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

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

Approved as to form:

CITY OF KENT

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

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

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

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

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

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





Approved as to form:

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

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

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

KING COUNTY

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

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

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

Approved as to form:

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

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

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

CITY OF KIRKLAND

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

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

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

Approved as to form:

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

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

CITY OF LAKE FOREST PARK

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

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Approved as to form:

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CITY OF MAPLE VALLEY

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

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CITY OF MEDINA

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

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CITY OF MERCER ISLAND

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CITY OF MILL CREEK

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CITY OF MOUNTLAKE TERRACE

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

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CITY OF MUKILTEO

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CITY OF NEWCASTLE

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CITY OF REDMOND

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CITY OF RENTON

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CITY OF SAMMAMISH

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CITY OF SEATTLE

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CITY OF SHORELINE

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SNOHOMISH COUNTY

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

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

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Approved as to form:

CITY OF WOODINVILLE

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

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

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Approved as to form:

TOWN OF YARROW POINT

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

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

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





## INTERLOCAL AGREEMENT

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

### PREAMBLE

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

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

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

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

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

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

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

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

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

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

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

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Partnership to develop recommendations to restore the Puget Sound to health and sustain that health by 2020; and

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

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

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

## **MUTUAL CONVENANTS AND AGREEMENTS**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

- 1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The local governments eligible for participation in this Agreement as parties are King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any newly incorporated city that lies fully or partially within the boundaries of WRIA 9.
- 1.2 **WRIA 9 WATERSHED FORUM:** The **WRIA 9 Watershed Forum** created herein is the governing body responsible for implementing this Agreement. The **WRIA 9 Watershed Forum** is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.
- 1.3 **WRIA 9 STEERING COMMITTEE:** The **WRIA 9 Steering Committee** referred to herein is the cooperative body comprised of a balance of stakeholder representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the **Salmon Habitat Plan**.



- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan* is the plan developed by the *WRIA 9 Steering Committee* and ratified by all of the parties to an interlocal agreement for its development. The *Salmon Habitat Plan* recommends actions that should be taken from 2006 through 2015 (ten years) to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. This *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the Salmon Habitat Plan are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon and bull trout. The Salmon Habitat Plan constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven elected officials of the *Management Committee* are chosen by the WRIA 9 Watershed Forum, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *WRIA 9 Watershed Forum's* behalf.
- 1.6 **SERVICE PROVIDER:** *Service Provider*, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the *WRIA 9 Watershed Forum*, in exchange for payment. The *Service Provider* may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government who performs all accounting services for the *WRIA 9 Watershed Forum*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, which may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.
- 2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, surface and groundwater quality, water quantity, and habitat.

- 2.3 To provide a mechanism and governance and funding structures for jointly implementing the ***Salmon Habitat Plan***.
- 2.4 To develop and take actions on key issues during the implementation of the ***Salmon Habitat Plan***.
- 2.5 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.6 To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with the ***Salmon Habitat Plan***.
- 2.7 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the ***Salmon Habitat Plan***.
- 2.8 To provide a mechanism for implementing other habitat, surface and groundwater quality, water quantity and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 9 Watershed Forum***.
- 2.9 To annually recommend projects for grant funding by the King Conservation District through the King Conservation District's Forum grant program distribution.
- 2.10 To annually recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Projects in partnership with the U.S. Army Corps of Engineers.
- 2.11 To provide a framework for cooperating and coordinating among the Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such Party to this Agreement.
- 2.12 To provide a mechanism to approve and support, through resources, funding from grant sources or other means, implementation of restoration and protection projects and programs.
- 2.13 To provide a mechanism for on-going monitoring and evaluation of the ***Salmon Habitat Plan*** implementation through adaptive management as defined in the Plan.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of nine (9) years; provided, however, that this Agreement may be extended for such additional terms as the Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the eligible local governments within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those Parties executing the extension.
4. **ORGANIZATION AND MEMBERSHIP OF THE WRIA 9 WATERSHED FORUM.** The Parties to this Agreement hereby establish a ***WRIA 9 Watershed Forum*** to serve as the formal governance structure for carrying out the purposes of this Agreement. The ***WRIA 9 Watershed Forum*** is a voluntary association of the county and city governments located wholly or partially within the management area of or having a major interest in WRIA 9 who choose to be Parties to this Agreement.
- 4.1 Each Party to this Agreement shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ***WRIA 9 Watershed Forum***. The alternate representative may be a different elected official or senior staff person.
- 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the ***WRIA 9 Watershed Forum***, the ***WRIA 9 Watershed Forum*** shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a ***Management Committee*** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the ***WRIA 9 Watershed Forum***. Representatives of the ***Fiscal Agent*** and ***Service Provider*** may serve as non-voting ex officio members of the ***Management Committee***. The ***Management Committee*** shall act as the executive subcommittee of the ***WRIA 9 Watershed Forum***, responsible for oversight and evaluation of any ***Service Providers*** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the ***WRIA 9 Watershed Forum*** for action, consistent with other subsections of this section. The

**WRIA 9 Watershed Forum** shall consider new appointments or reappointments to the **Management Committee** every two years following its initial appointments.

- 4.3 The services cost-shared under this agreement shall be provided to the **WRIA 9 Watershed Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA 9 Watershed Forum**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and a representative of the **WRIA 9 Watershed Forum**, which shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than 0.5 Full Time Equivalent, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.

4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and a representative of the **WRIA 9 Watershed Forum**, which shall set out the expectations for the additional services so provided to the subset of Parties to this Agreement.

- 4.4 The **WRIA 9 Watershed Forum**, by September 1 of each year, shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated by the **WRIA 9 Watershed Forum** when more current data become available. Tacoma's cost share will be determined on an annual basis by the Parties and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

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

- 4.4.2 The **WRIA 9 Watershed Forum** shall incorporate the negotiated additional cost share and incorporate the services in its annual budget and work plan.
- 4.5 The **WRIA 9 Watershed Forum** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
- 4.6 The **WRIA 9 Watershed Forum** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every three years.
- 4.7 The **WRIA 9 Watershed Forum** may contract with similar watershed forum governing bodies such as the Puget Sound Shared Salmon Strategy and Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this agreement. The Parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.
- 4.8 The **WRIA 9 Watershed Forum** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **WRIA 9 Watershed Forum** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.
- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 9 Watershed Forum**, the **WRIA 9 Watershed Forum** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each Party, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9 Watershed Forum** action.
- 5.2.2 The weighted vote of each Party in relation to the weighted votes of each of the other Parties shall be determined by the percentage of the annual contribution



made by each Party as set in accordance with Section 4.4 herein in the year in which the vote is taken.

- 5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the Parties to this Agreement and by a majority of the weighted votes of the Parties to this Agreement. A vote of abstention shall be recorded as a "no" vote.

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

- 6.1 The **WRIA 9 Steering Committee**, which shall be appointed by the **WRIA 9 Watershed Forum**, shall be an advisory body responsible for making recommendations for implementing the *Salmon Habitat Plan* to the **WRIA 9 Watershed Forum**, including substantive plan amendments recommended as a result of adaptive management. The **WRIA 9 Steering Committee** shall provide information to the **WRIA 9 Watershed Forum** regarding progress in achieving the goals and objectives of the *Salmon Habitat Plan*. Recommendations of the **WRIA 9 Steering Committee** are to be consistent with the purposes of this Agreement. The **WRIA 9 Watershed Forum** may authorize additional advisory bodies to the **WRIA 9 Steering Committee**, such as an adaptive management work group.
- 6.2 The **WRIA 9 Watershed Forum** shall act to approve or remand any substantive changes to the *Salmon Habitat Plan* based upon recommendations by the **WRIA 9 Steering Committee** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the *Salmon Habitat Plan* changes are not so approved, the recommended changes shall be returned to the **WRIA 9 Steering Committee** for further consideration and amendment and thereafter returned to the **WRIA 9 Watershed Forum** for decision.
- 6.3 The **WRIA 9 Watershed Forum** shall determine when ratification is needed of substantive changes to the *Salmon Habitat Plan* by the Parties. The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.
- 6.4 Upon remand for consideration of any portion or all of the *Salmon Habitat Plan* by any regional, state or federal agency the **WRIA 9 Watershed Forum** shall undertake a review for consideration of the remanded portion or plan. The **WRIA 9 Watershed Forum** may include further referral to the **WRIA 9 Steering Committee** for recommendation or amendments thereto.

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

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

- 7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **WRIA 9 Watershed Forum** under this Agreement, including all such obligations related to the **WRIA 9 Watershed Forum** and **WRIA 9 Steering Committee** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the parties during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than September 1 of each year of this Agreement, the **WRIA 9 Watershed Forum** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The Parties shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. Parties may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the Parties or other sources on behalf of the **WRIA 9 Watershed Forum** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 9 Watershed Forum** pursuant to rules and procedures established and agreed to by the **WRIA 9 Watershed Forum**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any Party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** A county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **WRIA 9 Watershed Forum** shall not apply to this

section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the **WRIA 9 Watershed Forum**. The amount of payment is determined jointly by the existing Parties of the **WRIA 9 Watershed Forum** and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 9 Watershed Forum** as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.

9. **TERMINATION.**

9.1 The obligations of any Party under this Agreement may be terminated by the Party, through action of its governing body, only upon sixty (60) days' written notice to the other Parties by not later than November 1 for termination effective January 1 of the following year. The terminating Party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. It is expected that the makeup of the Parties to this Agreement may change from time to time. Regardless of any such changes, the Parties choosing not to exercise the right of termination shall each remain obligated to only meet their respective share of the obligations of the **WRIA 9 Watershed Forum** as reflected in the annual budget. The shares of any terminating Party shall not be the obligation of any of the Parties not choosing to exercise the right of termination.

9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the Parties.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising





therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.
12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the *Salmon Habitat Plan*.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any Party which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 9 Watershed Forum* or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

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



Approved as to form:

CITY OF ALGONA

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

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

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

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

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

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



Approved as to form:

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

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

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

CITY OF AUBURN

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

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

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

Approved as to form:

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

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

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

CITY OF BLACK DIAMOND

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

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

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

Approved as to form:

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

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

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

CITY OF BURIEN

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

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

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

Approved as to form:

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

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

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CITY OF COVINGTON

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

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

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



Approved as to form:

CITY OF DES MOINES

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Approved as to form:

CITY OF ENUMCLAW

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Approved as to form:

CITY OF FEDERAL WAY

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Approved as to form:

CITY OF KENT

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

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KING COUNTY

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

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

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

Approved as to form:

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

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

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

CITY OF MAPLE VALLEY

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

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

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Approved as to form:

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CITY OF NORMANDY PARK

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

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

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Approved as to form:

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CITY OF RENTON

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

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Approved as to form:

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CITY OF SEATAC

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CITY OF SEATTLE

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Approved as to form:

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CITY OF TACOMA

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CITY OF TUKWILA

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

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



WRIA 09	Population (Pop)	Assessed Value (AV)	Area	Average of Pop/AV/ Area	WRIA 09
King Co. Portion					King Co. Portion
1 Algonia	0.3%	0.1%	0.1%	0.2%	1 Algonia
2 Auburn	5.9%	3.9%	3.8%	4.5%	2 Auburn
3 Black Diamond	1.1%	0.6%	1.9%	1.2%	3 Black Diamond
4 Burien	4.0%	4.4%	2.1%	3.5%	4 Burien
5 Covington	2.5%	1.7%	1.7%	2.0%	5 Covington
6 Des Moines	4.4%	2.6%	1.9%	3.0%	6 Des Moines
7 Enumclaw	1.6%	0.6%	0.6%	0.9%	7 Enumclaw
8 Federal Way	6.8%	4.5%	3.2%	4.9%	8 Federal Way
9 Kent	13.0%	10.1%	8.0%	10.4%	9 Kent
10 King County	26.4%	14.1%	58.9%	33.1%	10 King County
11 Maple Valley	2.6%	1.5%	1.2%	1.8%	11 Maple Valley
12 Normandy Park	1.8%	1.2%	0.7%	1.2%	12 Normandy Park
13 Renton	2.9%	2.9%	1.8%	2.5%	13 Renton
14 SeaTac	4.4%	5.5%	2.9%	4.3%	14 Sea-Tac
15 Seattle	19.3%	43.6%	8.6%	23.8%	15 Seattle
16 Tukwila	3.1%	2.7%	2.6%	2.8%	16 Tukwila
Sub-Total					King Co. Sub-Total
				100.0%	SUBTOTAL

+ Tacoma

\$16,980

\$385,038 TOTAL

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



## **FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Seattle Public Utilities	Jean White, 684-5185	John McCoy, 615-0768

### **Legislation Title:**

AN ORDINANCE authorizing the Director of Seattle Public Utilities to enter into two interlocal agreements to provide for the implementation of Chinook salmon conservation plans for the Lake Washington/Cedar River/Sammamish Watershed and the Green/Duwamish and Central Puget Sound Watershed.

### **• Summary of the Legislation:**

This ordinance authorizes Seattle Public Utilities to enter into two interlocal agreements (ILAs) for the purpose of carrying out salmon conservation plans in two key urban watersheds. They are:

- an agreement between Seattle, King County and 15 other jurisdictions to provide a mechanism, governance structure and funding structure to implement the Water Resources Inventory Area (WRIA) 9 salmon recovery plan.
- an agreement between Seattle, King County and 25 other jurisdictions to provide a mechanism, governance structure and funding structure to implement the WRIA 8 salmon recovery plan.

The ILAs create two governing bodies, the WRIA 8 Salmon Recovery Council and the WRIA 9 Watershed Forum to oversee the implementation of each WRIA's salmon recovery plan. To pay for staffing and implementation, each participating jurisdiction will contribute funds pursuant to a formula based on population, amount of impervious surface and assessed value. King County will act as the fiscal agent for both agreements.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The City of Seattle has collaborated over the last 6 years with other jurisdictions in the Lake Washington/Cedar River/Sammamish watershed (WRIA 8) and the Green/Duwamish and Central Puget Sound watershed (WRIA 9) to develop salmon recovery plans for these watersheds and implement early actions to conserve salmon. Interlocal agreements (ILAs) were previously signed for each WRIA to fund the development of the salmon recovery plans and were scheduled to expire in 2005. The plans were completed and in 2005, the Seattle City Council adopted Resolutions 30781 and 30824 ratifying the salmon recovery plans for WRIA 8 and 9 respectively. The jurisdictions in both WRIA 8 and 9 extended their ILAs for one year in 2006 to allow time to transition from planning into implementation. This one year extension will expire at the end of 2006.

To implement the recovery plans, the cooperating jurisdictions for each WRIA have proposed to enter into new interlocal agreements that would create two governing bodies to implement the





plans, the WRIA 8 Salmon Recovery Council and the WRIA 9 Watershed Forum, as outlined in the proposed ILAs. Each jurisdiction signing the ILA (27 jurisdictions for WRIA 8 and 17 jurisdictions for WRIA 9) will have a representative on the governing body and will contribute towards the costs of shared staffing to coordinate the work of the WRIA governing body to implement the plans. King County will act as the fiscal agent for both ILAs, and it is expected that King County will be the primary service provider to the WRIA governing bodies. The annual budget and work program for implementing the plans are to be determined by the governing body.

Over the past six years Seattle has contributed approximately \$135,000 annually in WRIA 8 and approximately \$80,000 annually in WRIA 9.

- Please check one of the following:

☐ **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

☒ **This legislation has financial implications.** (Please complete all relevant sections that follow.)

***Appropriations:*** This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
<b>TOTAL</b>				

\*See budget book to obtain the appropriate Budget Control Level for your department.

***Notes:*** This ordinance does not appropriate funds directly; however, it authorizes SPU to enter into interlocal agreements that commit SPU to contributing a share of the annual expenses of the governing bodies created for each WRIA using a proportional share system as described in the corresponding interlocal agreement. The governing bodies' budgets, and consequently SPU's share, are to be voted upon by the members of the governing body each year. It is anticipated that these amounts will be paid to King County DNR, which will serve as the fiscal agent for both WRIs and is also expected to be the primary service provider for each WRIA's governing body. The anticipated amounts to be contributed to each WRIA per year are:



	2006	2007
<b>WRIA 8</b>	\$135,972	\$133,491
<b>WRIA 9</b>	\$66,080	\$87,720

*Although the legislation authorizing SPU to enter into these interlocal agreements does not directly require budget revisions, SPU may request additional appropriation in 2007 to fund the payments. SPU currently has partial funding (\$105,926) for the 2007 costs of these agreements included in the 2007 Proposed Budget. Please see the table below for the appropriations requests SPU may submit for Council decision in 2007.*

<b>Fund Name and Number</b>	<b>Department</b>	<b>Budget Control Level*</b>	<b>2006 Appropriation</b>	<b>2007 Anticipated Requested Appropriation</b>
Water Fund - 43000	SPU	N400B		\$69,171
Drainage & Wastewater Fund - 44010	SPU	N400B		\$46,111
<b>TOTAL</b>				<b>\$115,285</b>

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:** *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

<b>Fund Name and Number</b>	<b>Department</b>	<b>Revenue Source</b>	<b>2006 Revenue</b>	<b>2007 Revenue</b>
<b>TOTAL</b>				

**Notes:** No revenue anticipated from this legislation.

**Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE**

**Impact:** This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2006 Positions	2006 FTE	2007 Positions**	2007 FTE**
<b>TOTAL</b>							

\* List each position separately

\*\* 2007 positions and FTE are total 2007 position changes resulting from this legislation, not incremental changes. Therefore, under 2007, please be sure to include any continuing positions from 2006

**Notes:** No positions created or abrogated.

- **Do positions sunset in the future?** (If yes, identify sunset date):

**Spending/Cash Flow:** This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name and Number	Department	Budget Control Level*	2006 Expenditures	2007 Anticipated Expenditures
<b>TOTAL</b>				

\* See budget book to obtain the appropriate Budget Control Level for your department.

**Notes:**

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)



If the City of Seattle is not a party to the interlocal agreements, it will lose access to Salmon Recovery Funding Board and King Conservation District grants that are managed through the WRIAs. The City will also miss opportunities to cost share with other jurisdictions on salmon recovery efforts such as monitoring and technical modeling.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.*

The City and other jurisdictions in the WRIA 8 and 9 watersheds could implement actions recommended in the salmon recovery plans independently; however, there would likely be duplication of effort and reduced efficiency.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

This legislation is not subject to public hearing requirements.

- **Other Issues** *(including long-term implications of the legislation):*

**Please list attachments to the fiscal note below:**





# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

November 21, 2006

Honorable Nick Licata  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill authorizing Seattle Public Utilities to enter into two interlocal agreements to facilitate implementation of the Chinook salmon recovery plans for the Lake Washington Basin (WRIA 8) and for Green/Duwamish Basin and Elliott Bay (WRIA 9).

Executing these agreements will kick off the next phase of a highly successful effort involving more than two dozen jurisdictions to restore our native Chinook salmon populations. Recognizing that salmon recovery requires a unified effort, several years ago the towns, cities, and counties in WRIA 8 and WRIA 9 began work on early actions to protect and restore Chinook salmon populations in both watersheds. These partnerships culminated in the adoption of formal salmon recovery plans that were ratified by each jurisdiction, including Seattle, in 2005. Now, as we move into implementation of the plans, a governance structure is needed to provide oversight and establish a mechanism for staffing and funding projects emerging from this collective effort.

Restoring Puget Sound Chinook salmon populations requires concerted action by many individuals, organizations, and jurisdictions, and I am eager to move forward on attaining that goal. Thank you for your consideration of this legislation. Should you have questions, please contact Jean White at 684-5185.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Greg Nickels'.

GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7<sup>th</sup> Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: [mayors.office@seattle.gov](mailto:mayors.office@seattle.gov)

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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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205854  
CITY OF SEATTLE, CLERKS OFFICE

No. 122320, 122315

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

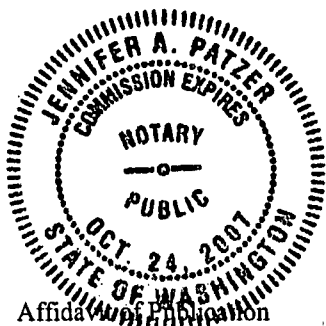
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

was published on

12/29/06

The amount of the fee charged for the foregoing publication is the sum of \$ 41.40, which amount has been paid in full.



12/29/06

Subscribed and sworn to before me on

Notary public for the State of Washington,  
residing in Seattle

## State of Washington, King County

