

NOTE TO REVIEWERS: *The tracked changes in this draft are meant to indicate proposed technical revisions or updates to make the ILA document reflect current WRIA 8 Chinook Conservation Plan implementation priorities and practices. The side bar comments indicate topics that may be more substantive and require more discussion to determine an agreed upon path forward.*

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 River, and Sammamish River 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.~~

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, the parties recognize their participation in the Interlocal Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery actions, and

WHEREAS, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon

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37 Recovery Plan, and desire to continue providing efficient participation in the implementation of
38 such plans; and

39 WHEREAS, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan,
40 and

41 WHEREAS, the parties have participated in an extension of the 2001-2005 Interlocal
42 Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan;
43 and

44 WHEREAS, the parties seek information on watershed conditions and salmon
45 conservation and recovery needs to inform local decision-making bodies regarding actions in
46 response to listings under the ESA; and

47 WHEREAS, the parties have prioritized and contributed resources and funds for
48 implementing projects and programs to protect and restore salmon habitat; and

49 WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan
50 through adaptive management; and

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

54 WHEREAS, the parties have an -interest in participating on the Puget Sound Salmon
55 Recovery Council and other groups associated with Puget Sound recovery because of the
56 contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of
57 Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

58 WHEREAS, the parties have an interest in participating on the Washington Salmon
59 Coalition and other groups associated with the Salmon Recovery Funding Board to collectively
60 seek funding to implement the WRIA 8 Plan; and

61 WHEREAS, the parties have an -interest in supporting implementation of the Puget
62 Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon
63 recovery and WRIA 8 priorities; and

64 WHEREAS, the parties have an interest to maximize achievement of multiple benefits by
65 integrating salmon recovery planning and actions with floodplain management, water quality and
66 agriculture; and water quality; and

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

70 WHEREAS, individual parties are taking separate and independent actions to improve
71 the health of the Lake Washington/Cedar/Sammamish Watershed and the overall health of Puget
72 Sound;

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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 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 Beau Arts, Hunts Point, Woodway and Yarrow Point, and other public agencies with land use jurisdiction, including tribes, ports, utilities, etc.

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, and any subsequent updates, 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

Comment [A1]: This language is intended to broaden potential ILA membership to entities with land use authority other than cities and counties in the watershed.

Consider that this would likely require changes to the proportional/weighted voting rules in section 5.1.2

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- 109 for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service**
110 **Provider(s)** may be a party to this Agreement.
- 111 1.6 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government who performs
112 all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in
113 accordance with the requirements of Chapter 39.34 RCW.
- 114 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the
115 WRIA who reflect the diverse interests integral for planning, implementation, and
116 adaptive management for the recovery of the listed species under the Endangered
117 Species Act, which may include but are not limited to environmental and business
118 interests.
- 119 2. **PURPOSES.** The purposes of this Agreement include the following:
- 120 2.1 To provide a mechanism and governance structure for the implementation and adaptive
121 management of the implementation of the **WRIA 8 Plan** and ,
- 122 ~~2.4.2.2~~ 2.1 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the
123 services necessary for the successful implementation and management of the **WRIA 8**
124 **Plan**. The maximum financial or resource obligation of any participating eligible
125 jurisdiction under this Agreement shall be limited to its share of the cost of the Service
126 Provider staff and associated operating costs.
- 127 ~~2.2.3~~ 2.2.3 To provide a mechanism for securing technical assistance and ~~any available~~ funding from
128 state agencies or other sources.
- 129 ~~2.3.4~~ 2.3.4 To provide a mechanism for the implementation of other multiple benefit habitat, water
130 quality and flood plain management projects with local, regional, state, federal and non-
131 profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery**
132 **Council**.
- 133 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by
134 the King County Flood Control District through the District's Cooperative Watershed
135 Management grant program.
- 136 2.6 To serve as the salmon recovery "Lead Entity" as designate by state law (RCW 77.85) for
137 WRIA 8, The Lead Entity is responsible for developing a salmon recovery strategy,
138 working with project sponsors to develop projects, convening local technical and citizen
139 committees to annually recommend WRIA 8 salmon habitat restoration and protection
140 projects for funding by the State of Washington Salmon Recovery Funding Board, and
141 representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.
- 142 ~~2.4.7~~ 2.4.7 To provide a framework for cooperation and coordination among the parties on issues
143 relating to the implementation and management of the implementation of the **WRIA 8**
144 **Plan** or to meet the requirement or a commitment by any party to participate in WRIA-

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

148 ~~2.52.8~~ To develop and articulate WRIA-based positions on salmon habitat, conservation and
149 funding to state and federal legislators.

150 2.9 To provide information for Parties to use to inform land use planning, regulations, and
151 outreach and education programs.

152 2.10 To provide for the ongoing participation of citizens and other stakeholders in such efforts
153 and to ensure continued public outreach efforts to educate and garner support for current
154 and future ESA efforts.

155 2.11 To provide a mechanism for on-going monitoring and adaptive management of the WRIA
156 8 Plan -as defined in the Plan.

157 ~~2.6~~

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

161 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, ~~2007~~
162 ~~2016~~ provided it has been signed by that date by at least nine (9) of the eligible jurisdictions
163 within WRIA 8 representing at least seventy per cent (70%) of the affected population, as
164 authorized by each jurisdiction's legislative body, and further provided that after such signatures
165 this Agreement has been filed by King County and Snohomish County in accordance with the
166 terms of RCW 39.34.040 and .200. ~~This agreement in conjunction with the ILA Extension of~~
167 ~~2006 reflects the ten-year timeframe of the priority actions identified in the WRIA 8 Plan Start-~~
168 ~~List. The ILA Extension of 2006 provides the mechanism and governance structure for year one~~
169 ~~of implementation.~~ This Agreement provides the mechanism and governance structure for
170 ~~implementation of the WRIA 8 Plan between 2016 and 2025, as well as the subsequent years of~~
171 ~~implementation of the Start List Chapter of the WRIA 8 Plan.~~ Once effective, this Agreement
172 shall remain in effect for a term of ~~nine 10(9)~~ years; provided, however, that this Agreement may
173 be extended for such additional terms as the parties may agree to in writing, with such extension
174 being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8
175 representing at least seventy per cent (70%) of the affected population,.

176 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties to
177 this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar
178 and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the
179 "WRIA 8 Salmon Recovery Council" the precise boundaries of which are established in Chapter
180 173-500 WAC, or as determined by the **WRIA 8 Salmon Recovery Council**) to serve as the

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181 formal governance structure for carrying out the purposes of this Agreement in partnership with
182 non-party members. Each party to this agreement shall appoint one (1) elected official to serve
183 as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery**
184 **Council** is a voluntary association of the county and city governments, and other public agencies
185 with land use jurisdiction, located wholly or partially within the management area of WRIA 8 and
186 the Lake Washington-/Cedar/-and-Sammamish watershed basins and associated Puget Sound
187 drainages who choose to be parties to this Agreement. Representatives from stakeholder entities
188 who are selected under the voting provisions of Section 5.2 of this agreement are also part of this
189 association.

190 4.1 Upon the effective execution of this agreement and the appointment of representatives to
191 the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon**
192 **Recovery Council** shall meet and choose from among its members, according to the
193 voting provisions of Section 5, five (5) elected officials or their designees, to serve as a
194 **Management Committee** to oversee and direct the funds and personnel contributed
195 under this Agreement, in accordance with the adopted annual budget and such other
196 directions as may be provided by the party members of the **WRIA 8 Salmon Recovery**
197 **Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-
198 voting ex officio members thereof. The **Management Committee** shall act as an
199 executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for
200 oversight and evaluation of any **Service Providers** or consultants, for administration of
201 the budget, and for providing recommendations on administrative matters to the **WRIA 8**
202 **Salmon Recovery Council** for action, consistent with the other subsections of this
203 section.

204 4.1.1 ~~It is contemplated that s~~ervices to the **WRIA 8 Salmon Recovery Council** for
205 the term of this agreement shall be provided by King County Department of
206 Natural Resources which shall be the primary **Service Provider** unless the party
207 members pursuant to the voting provisions of Section 5 choose another primary
208 **Service Provider**. The **Management Committee** shall prepare a Memorandum
209 of Understanding to be signed by an authorized representative of King County
210 and an authorized representative of WRIA 8, which shall set out the expectations
211 for services to be provided. Services should include, without limitation,
212 identification of and job descriptions for dedicated staff in increments no smaller
213 than .5 FTE, description of any supervisory role retained by the **Service**
214 **Provider** over any staff performing services under this Agreement, and a method
215 of regular consultation between the **Service Provider** and the **Management**
216 **Committee** concerning the performance of services hereunder.

Comment [A2]: Many WRIA 8 jurisdictions, including King County, have moved to biennial budgeting.

To line up with this budget timing, does it make sense to develop and approve a biennial WRIA 8 budget? This would not preclude getting budget information to WRIA 8 ILA partners who still budget annually.

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217 4.1.2 The **Management Committee** shall make recommendations to the party
 218 members of the **WRIA 8 Salmon Recovery Council** for action, including
 219 decisions related to work program, staffing and service agreements, and budget
 220 and financial operations, for each year of this Agreement. All duties of the
 221 **Management Committee** shall be established by the party members of the
 222 **WRIA 8 Salmon Recovery Council**.

223 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority
 224 and mandate to establish and adopt the following:

225 4.2.1 ~~By September 1 of each year,~~ establish and approve an annual budget,
 226 establishing the level of funding and total resource obligations of the parties
 227 which are to be allocated on a proportional basis ~~based on~~ according to the
 228 average of the population, assessed valuation and area attributable to each party
 229 to the Agreement, in accordance with the formula set forth in Exhibit A, which
 230 formula shall be updated every third year by the **WRIA 8 Salmon Recovery**
 231 **Council**, as more current data become available, and in accordance with
 232 Sections 2.1 and 2.2. ~~For parties that are not county or city governments, the~~
 233 ~~level of funding and resource obligation will be determined in negotiation with,~~
 234 ~~and approval by, the **WRIA 8 Salmon Recovery Council**.~~

235 4.2.2 Review and evaluate annually the duties to be assigned to the **Management**
 236 **Committee** hereunder and the performance of the **Fiscal Agent** and **Service**
 237 **Provider(s)** to this Agreement, and provide for whatever actions it deems
 238 appropriate to ensure that quality services are efficiently, effectively and
 239 responsibly delivered in the performance of the purposes of this Agreement. In
 240 evaluating the performance of any **Service Provider(s)**, at least every three (3)
 241 years, the **WRIA 8 Salmon Recovery Council** shall retain an outside consultant
 242 to perform a professional assessment of the work and services so provided.
 243 Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9 of the
 244 Agreement, ~~which correspond to years 4, 7, and 10 of the **WRIA 8 Plan Start-List**~~
 245 ~~timeline.~~

246 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the
 247 utilization of resources contributed by each party or obtained from other sources
 248 in accordance with an annual prioritized list of implementation and adaptive
 249 management activities within the WRIA during each year of this Agreement.

250 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may
 251 contract with similar watershed forum governing bodies or any other entities for any
 252 lawful purpose related hereto, including specific functions and tasks which are initiated

Comment [A3]: Biennial vs. annual budget?

Comment [A4]: In practice, individual partner jurisdiction cost shares may change more often than every three years for jurisdictions involved in a substantial annexation that changes the area and population calculation for those jurisdictions enough to change their cost share(s) according to the formula.

Should this practice be included in the description of the cost share formula in the draft ILA?

Comment [A5]: This language would be included if there is interest in broadening eligible entities to include those with land use authority, but are not a county or city government.

Comment [A6]: It has proven expensive to perform outside consultant performance assessments. King County has conducted an annual anonymous client satisfaction survey, which the Salmon Recovery Council has determined has met this need to date.

If the annual King County anonymous client satisfaction survey is sufficient to meet this need, the ILA language could be updated to indicate that either an SRC-approved annual anonymous survey shall be performed to assess client satisfaction, OR an outside consultant performance assessment will be performed every three years.

Please note that if an outside professional survey is performed, that cost will need to be factored into the budget as an additional operating cost.

- 253 and led by another party to this Agreement beyond the services provided by the primary
254 **Service Provider**. The parties may choose to create a separate legal or administrative
255 entity under applicable state law, including without limitation a nonprofit corporation or
256 general partnership, to accept private gifts, grants or financial contributions, or for any
257 other lawful purposes.
- 258 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules
259 and procedures that are consistent with its purposes as stated herein and are necessary
260 for its operation.
- 261 5. **VOTING**. The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions,
262 approve scope of work, budget, priorities and any other actions necessary to carry out the
263 purposes of this Agreement as follows:
- 264 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council**
265 without the presence of a quorum of active party members. A quorum exists if a majority
266 of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting,
267 provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties
268 to this agreement shall not be included in calculating the quorum. In addition, positions
269 will be considered vacant on the third consecutive absence and shall not be included in
270 calculating a quorum until that time in which the party member is present. The voting
271 procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a
272 quorum of the active party members present for any action or decision to be effective and
273 binding.
- 274 5.1.1 Decisions shall be made using a consensus model as much as possible. Each
275 party agrees to use its best efforts and exercise good faith in consensus
276 decision-making. Consensus may be reached by unanimous agreement of the
277 party members at the meeting, or by a majority recommendation agreed upon by
278 the active party members, with a minority report. Any party who does not accept
279 a majority decision may request weighted voting as set forth below.
- 280 5.1.2 In the event consensus cannot be achieved, as determined by rules and
281 procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8**
282 **Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
- 283 5.1.2.1 Each party, through its appointed representative, may cast its weighted
284 vote in connection with a proposed **WRIA 8 Salmon Recovery Council**
285 action.
- 286 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each
287 of the other parties shall be determined by the percentage of the annual

288 contribution by each party set in accordance with Subsection 4.2.1 in the
289 year in which the vote is taken.

290 5.1.2.3 For any action subject to weighted voting to be deemed approved, an
291 affirmative vote must be cast by both a majority of the active party
292 members to this Agreement and by a majority of the weighted votes of
293 the active party members to this Agreement. No action shall be valid
294 and binding on the parties to this Agreement until it shall receive majority
295 of votes of both the total number of active party members to the
296 Agreement and of the active members representing a majority of the
297 annual budget contribution for the year in which the vote is taken. A vote
298 of abstention shall be recorded as a "no" vote.

299 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate
300 to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder
301 representatives and other persons who are appropriate for the implementation and
302 adaptive management of the **WRIA 8 Plan**.

303 5.2.1 Nomination of such non-party members may be made by any member of the
304 **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon**
305 **Recovery Council** of such non-party members requires either consensus or dual
306 majority of party members as provided in Section 5.1.

307 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it
308 appropriate to allow non-party members to vote on particular **WRIA 8 Salmon**
309 **Recovery Council** decisions. The party members may determine which issues
310 are appropriate for non-party voting by either consensus or majority as provided
311 in Sections 5.1, except in the case where legislation requires non-party member
312 votes.

313 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-
314 party members, shall be made using a consensus model as much as possible.
315 Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by
316 consensus or majority as provided in Sections 5.1 and a majority of the non-party
317 members.

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

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

322 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8**
323 **Plan** amendments prepared and recommended by the committees of the **WRIA 8**

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- 324 **Salmon Recovery Council** within ninety (90) days of receipt of the plan amendments,
325 according to the voting procedures described in Section 5.
- 326 6.2 In the event that any amendments are not so approved, they shall be returned to the
327 committees **of the WRIA 8 Salmon Recovery Council** for further consideration and
328 amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for
329 decision.
- 330 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery**
331 **Council**, the plan amendments shall be referred to the parties to this Agreement for
332 ratification prior to the submission to any federal or state agency for further action.
333 Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance
334 of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8
335 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon
336 ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8**
337 **Plan** to any state or federal agency as may be required for further action.
- 338 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments
339 thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further
340 consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further
341 consideration and may refer the plan or amendments to the committees of the **WRIA 8**
342 **Salmon Recovery Council** for recommendation on amendments thereto.
- 343 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded
344 separately by any of them to any state or federal agency unless it has been approved
345 and ratified as provided herein.

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

- 347 7.1 Each party shall be responsible for meeting its financial obligations hereunder as
348 described in Sections 2.1 and 2.2, and established in the annual budget adopted by the
349 **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section
350 4.2.1.
- 351 The maximum funding responsibilities imposed upon the parties during the first year of
352 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be
353 updated every third year as described in Section 4.2.1.
- 354 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon**
355 **Recovery Council** shall adopt a budget, including its overhead and administrative costs,
356 for the following calendar year. The budget shall propose the level of funding and other
357 (e.g. staffing) responsibilities of the individual parties for the following calendar year and
358 shall propose the levels of funding and resources to be allocated to specific prioritized
359 implementation and adaptive management activities within the WRIA. The parties shall

Comment [A7]: Biennial vs. annual budget?

Comment [A8]: Or as substantial annexations warrant?

Comment [A9]: Biennial vs. annual budget?

Comment [A10]: Or next two calendar years under a biennial budget.

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360 thereafter take whatever separate legislative or other actions that may be necessary to
361 timely address such individual responsibilities under the proposed budget, and shall have
362 done so no later than December 1st of each such year.

363 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon**
364 **Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent**
365 and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant
366 to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery**
367 **Council**. Such rules and procedures shall set out billing practices and collection
368 procedures and any other procedures as may be necessary to provide for its efficient
369 administration and operation. Any party to this Agreement may inspect and review all
370 records maintained in connection with such fund at any reasonable time.

371 8. **LATECOMERS**. A county or city government, or other public agencies with land use jurisdiction
372 (i.e., tribe, port, utility, etc.) in King or Snohomish County lying wholly or partially within the
373 management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed
374 basins and adjacent Puget Sound drainages which has not become a party to this Agreement
375 within twelve (12) months of the effective date of this Agreement may become a party only with
376 the written consent of all the parties. The provisions of Section 5 otherwise governing decisions
377 of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the
378 county, ~~or city,~~ or other public agency seeking to become a party shall jointly determine the terms
379 and conditions under which the county, ~~or city,~~ or other public agency may become a party.
380 These terms and conditions shall include payment by such county, ~~or city,~~ or other public agency
381 to the parties of the amount determined jointly by the parties and the county, ~~or city,~~ or other
382 public agency to represent such county, ~~or city,~~ or other public agency's fair and proportionate
383 share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery**
384 **Council** and the parties on its behalf as of the date the county, ~~or city,~~ or other public agency
385 becomes a party. Any county, ~~or city,~~ or other public agency that becomes a party pursuant to
386 this section shall thereby assume the general rights and responsibilities of all other parties to this
387 Agreement.

Comment [A11]: Intended to broaden potential ILA membership to entities with land use authority other than cities and counties in the watershed.

388 9. **TERMINATION**. This Agreement may be terminated by any party, as to that party only, upon
389 sixty (60) days' written notice to the other parties. The terminating party shall remain fully
390 responsible for meeting all of its funding and other obligations through the end of the calendar
391 year in which such notice is given, together with any other costs that may have been incurred on
392 behalf of such terminating party up to the effective date of such termination. This Agreement may
393 be terminated at any time by the written agreement of all parties. It is expected that the makeup
394 of the parties to this Agreement may change from time to time. Regardless of any such changes,
395 the parties choosing not to exercise the right of termination shall each remain obligated to meet

396 their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in
397 the annual budget.

398 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the
399 limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and
400 indemnify the other parties, their officers, elected officials, agents and employees, while acting
401 within the scope of their employment as such, from and against any and all claims (including
402 demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature
403 whatsoever) arising out of or in any way resulting from such party's own negligent acts or
404 omissions related to such party's participation and obligations under this agreement. Each party
405 agrees that its obligations under this subsection extend to any claim, demand and/or cause of
406 action brought by or on behalf of any of its employees or agents. For this purpose, each party, by
407 mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would
408 otherwise be available against such claims under the industrial insurance act provisions of Title
409 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties
410 exercising the right of termination pursuant to Section 9.

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

416 12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed
417 that, in entering into this Agreement, no party is committing to adopt or implement any actions or
418 recommendations that may be contained in the **WRIA 8 Plan** pursuant to this Agreement.

419 13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or
420 more of the parties to this Agreement from choosing or agreeing to fund or implement any work,
421 activities or projects associated with any of the purposes hereunder by separate agreement or
422 action, provided that any such decision or agreement shall not impose any funding, participation
423 or other obligation of any kind on any party to this Agreement which is not a party to such
424 decision or agreement.

425 14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be
426 construed to, create any rights in any third party, including without limitation the non-party
427 members, NMFS, USFWS, any agency or department of the United States, or the State of
428 Washington, or to form the basis for any liability on the part of the **WRIA 8 Salmon Recovery**
429 **Council** or any of the parties, or their officers, elected officials, agents and employees, to any
430 third party.

- 431 15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous
- 432 consent of the parties to this Agreement, represented by affirmative action by their legislative
- 433 bodies.
- 434 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 435 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must
- 436 approve this Agreement before any representative of such party may sign this Agreement.
- 437 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish
- 438 County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of
- 439 Section 3 herein.

440

441

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

443

444 Approved as to form: TOWN OF BEAUX ARTS VILLAGE

445

446 By: _____ By: _____

447

448 Title: _____ Title: _____

449

450 Date: _____ Date: _____