

November 13, 2014

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

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Bold

November 13, 2014

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 recognize climate change is likely to affect watershed ecosystem
55 function and processes, and salmon habitat restoration actions are a proactive approach to
56 making the watershed ecosystem more resilient to changing conditions, which supports
57 watershed health for human communities and salmon populations; and
58 WHEREAS, the parties have an interest in participating on the Puget Sound Salmon
59 Recovery Council and other groups associated with Puget Sound recovery because of the
60 contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of
61 Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and
62 WHEREAS, the parties have an interest in participating on the Washington Salmon
63 Coalition and other groups associated with the Salmon Recovery Funding Board to collectively
64 seek funding to implement the WRIA 8 Plan; and
65 WHEREAS, the parties have an interest in supporting implementation of the Puget
66 Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon
67 recovery and WRIA 8 priorities; and
68 WHEREAS, the parties have an interest achieving multiple benefits by integrating salmon
69 recovery planning and actions with floodplain management, water quality and agriculture; and
70 WHEREAS, the parties recognize that identification of watershed issues, and
71 implementation of salmon conservation and recovery actions may be carried out more efficiently if
72 done cooperatively than if carried out separately and independently; and

Comment [A1]: Consider including the following based on Salmon Recovery Council direction: WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in the Lake Washington/Cedar/Sammamish Watershed, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities to achieve outcomes that benefit multiple species; and

November 13, 2014

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 affecting land use decisions, such as tribes, port districts, 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 adopted in accordance with the procedures provided for in Section 6 below, 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.

Comment [A2]: This language is intended to broaden potential ILA membership to entities with land use authority other than cities and counties in the watershed.

November 13, 2014

- 108 1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency,
109 government, consultant or other entity which supplies staffing or other resources to and
110 for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service**
111 **Provider(s)** may be a party to this Agreement.
- 112 1.6 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government ~~who-which~~
113 performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may
114 require, in accordance with the requirements of Chapter 39.34 RCW.
- 115 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the
116 WRIA who reflect the diverse interests integral for planning, implementation, and
117 adaptive management for the recovery of the listed species under the Endangered
118 Species Act, ~~which-and~~ may include but are not limited to environmental and business
119 interests.
- 120 2. **PURPOSES.** The purposes of this Agreement include the following:
- 121 2.1 To provide a mechanism and governance structure for the implementation and adaptive
122 management of the implementation of the **WRIA 8 Plan and**
- 123 ~~2.4.2~~ ~~to~~ To share the cost of the WRIA 8 Service Provider team to coordinate and provide the
124 services necessary for the successful implementation and management of the **WRIA 8**
125 **Plan**. The maximum financial or resource obligation of any participating eligible
126 jurisdiction under this Agreement shall be limited to its share of the cost of the Service
127 Provider staff and associated operating costs.
- 128 ~~2.2.3~~ To provide a mechanism for securing technical assistance and ~~any-available~~ funding from
129 state agencies or other sources.
- 130 ~~2.3.4~~ To provide a mechanism for the implementation of other multiple benefit habitat, water
131 quality and flood plain management projects with local, regional, state, federal and non-
132 profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery**
133 **Council**.
- 134 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by
135 the King County Flood Control District through the District's Cooperative Watershed
136 Management grant program.
- 137 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85
138 RCW) for WRIA 8, The Lead Entity is responsible for developing a salmon recovery
139 strategy, working with project sponsors to develop projects, convening local technical and
140 citizen committees to annually recommend WRIA 8 salmon habitat restoration and
141 protection projects for funding by the State of Washington Salmon Recovery Funding
142 Board, and -representing WRIA 8 in Puget Sound region and state wide salmon recovery
143 forums.

November 13, 2014

144 | 2.42.7 To provide a framework for cooperation and coordination among the parties on issues
145 | relating to the implementation and management of the implementation of the **WRIA 8**
146 | **Plan** ~~or and~~ to meet the requirement or a commitment by any party to participate in
147 | WRIA-based or watershed basin planning in response to any state or federal law which
148 | may require such participation as a condition of any funding, permitting or other program
149 | of state or federal agencies, at the discretion of such party to this Agreement.

150 | 2.52.8 To develop and articulate WRIA-based positions on salmon habitat, conservation and
151 | funding to state and federal legislators.

152 | 2.9 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 | 2.10 To provide information for Parties to use to inform land use planning, regulations, and
156 | outreach and education programs.

157 | 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA**
158 | **8 Plan** -as defined in the Plan.

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

163 | 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, ~~2007~~
164 | 2016 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions
165 | within WRIA 8 representing at least seventy per cent (70%) of the affected population, as
166 | authorized by each jurisdiction's legislative body, and further provided that after such signatures
167 | this Agreement has been filed by King County and Snohomish County in accordance with the
168 | terms of RCW 39.34.040 and .200. ~~If such requirements are not met by January 1, 2016, then~~
169 | ~~the effective date of this Agreement shall be the date on which such requirements are met. This~~
170 | ~~agreement in conjunction with the ILA Extension of 2006 reflects the ten-year timeframe of the~~
171 | ~~priority actions identified in the WRIA 8 Plan Start-List. The ILA Extension of 2006 provides the~~
172 | ~~mechanism and governance structure for year one of implementation.~~ This Agreement provides
173 | the mechanism and governance structure for implementation of the WRIA 8 Plan between 2016
174 | and 2025, as well as the subsequent years of implementation of the Start-List Chapter of the
175 | WRIA 8 Plan. Once effective, this Agreement shall remain in effect through December 31,
176 | 2025 for a term of nine 10(9) years; provided, however, that this Agreement may be extended for
177 | such additional terms as the parties may agree to in writing, with such extension being effective
178 | upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at
179 | least seventy per cent (70%) of the affected population,.

November 13, 2014

180 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties to
181 this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar
182 and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the
183 “**WRIA 8 Salmon Recovery Council**” the precise boundaries of which are established in Chapter
184 173-500 WAC, or as determined by the **WRIA 8 Salmon Recovery Council**) to serve as the
185 formal governance structure for carrying out the purposes of this Agreement in partnership with
186 non-party members. Each party to this agreement shall appoint one (1) elected official to serve
187 as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery**
188 **Council** is a voluntary association of the county and city governments, and other public agencies
189 affecting land use decisions, located wholly or partially within the management area of WRIA 8
190 and the Lake Washington-Cedar-~~and~~ Sammamish watershed basins and associated Puget
191 Sound drainages who choose to be parties to this Agreement. Representatives from stakeholder
192 entities who are selected under the voting provisions of Section 5.2 of this agreement are also
193 part of this association.

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

208 4.1.1 ~~It is contemplated that s~~Services to the **WRIA 8 Salmon Recovery Council** for
209 the term of this agreement shall be provided by King County Department of
210 Natural Resources which shall be the primary **Service Provider** unless the party
211 members pursuant to the voting provisions of Section 5 choose another primary
212 **Service Provider**. The **Management Committee** shall prepare a Memorandum
213 of Understanding to be signed by an authorized representative of King County
214 and an authorized representative of WRIA 8, which shall set out the expectations
215 for services to be provided. Services should include, without limitation,

Comment [A3]: King County, as well as several other local governments, has moved to biennial budgeting. As WRIA 8 service provider, King County will provide a biennial budget projection for consideration in the annual WRIA 8 budget development process.

November 13, 2014

216 identification of and job descriptions for dedicated staff in increments no smaller
217 than .5 FTE, description of any supervisory role retained by the **Service**
218 **Provider** over any staff performing services under this Agreement, and a method
219 of regular consultation between the **Service Provider** and the **Management**
220 **Committee** concerning the performance of services hereunder.

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

227 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority
228 and mandate to establish and adopt the following:

229 4.2.1 By September 1 of each year, establish and approve an annual budget,
230 establishing the level of funding and total resource obligations of the parties
231 which are to be allocated on a proportional basis ~~based on~~according to the
232 average of the population, assessed valuation and area attributable to each party
233 to the Agreement, in accordance with the formula set forth in Exhibit A, which
234 formula shall be updated every third year by the **WRIA 8 Salmon Recovery**
235 **Council**, as more current data become available, and in accordance with
236 Section ~~2.1 and 2.2~~. Individual partner jurisdiction cost shares may change
237 more frequently than every three years for jurisdictions involved in an annexation
238 that changes the area, population, and assessed value calculation for those
239 jurisdictions enough to change their cost share(s) according to the formula set
240 forth in Exhibit A. For parties that are not county or city governments, the level of
241 funding and resource obligation will be determined in ~~negotiation~~communications
242 with the **Management Committee**, which will develop a recommendation for
243 review and approval by, the **WRIA 8 Salmon Recovery Council**.

244 4.2.2 Review and evaluate annually the duties to be assigned to the **Management**
245 **Committee** hereunder and the performance of the **Fiscal Agent** and **Service**
246 **Provider(s)** to this Agreement, and provide for whatever actions it deems
247 appropriate to ensure that quality services are efficiently, effectively and
248 responsibly delivered in the performance of the purposes of this Agreement. In
249 evaluating the performance of any **Service Provider(s)**, at least every three (3)
250 years, the **WRIA 8 Salmon Recovery Council** ~~shall~~may retain an outside
251 consultant to perform a professional assessment of the work and services so

Formatted: Font: Bold, Italic

252 provided. Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9
253 of the Agreement, ~~which correspond to years 4, 7, and 10 of the **WRIA 8 Plan**~~
254 ~~Start-List timeline.~~

255 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the
256 utilization of resources contributed by each party or obtained from other sources
257 in accordance with an annual prioritized list of implementation and adaptive
258 management activities within the WRIA during each year of this Agreement.

259 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may
260 contract with similar watershed forum governing bodies or any other entities for any
261 lawful purpose related hereto, including specific functions and tasks which are initiated
262 and led by another party to this Agreement beyond the services provided by the primary
263 **Service Provider**. The parties may choose to create a separate legal or administrative
264 entity under applicable state law, including without limitation a nonprofit corporation or
265 general partnership, to accept private gifts, grants or financial contributions, or for any
266 other lawful purposes.

267 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules
268 and procedures that are consistent with its purposes as stated herein and are necessary
269 for its operation.

270 5. **VOTING**. The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions;
271 approve scope of work, budget, priorities and any other actions necessary to carry out the
272 purposes of this Agreement as follows:

273 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council**
274 without the presence of a quorum of active party members. A quorum exists if a majority
275 of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting,
276 provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties
277 to this agreement shall not be included in calculating the quorum. In addition, positions
278 will be considered vacant on the third consecutive absence and shall not be included in
279 calculating a quorum until that time in which the party member is present. The voting
280 procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a
281 quorum of the active party members present for any action or decision to be effective and
282 binding.

283 5.1.1 Decisions shall be made using a consensus model as much as possible. Each
284 party agrees to use its best efforts and exercise good faith in consensus
285 decision-making. Consensus may be reached by unanimous agreement of the
286 party members at the meeting, or by a majority recommendation agreed upon by

Comment [A4]: 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 previously approved as meeting this need.

Replacing the word "shall" with "may" enables the SRC to continue to approve of the annual King County survey as meeting this need, or hire an outside consultant performance assessment to be performed.

Hiring an outside professional survey would need to be factored into the budget as an additional operating cost.

287 the active party members, with a minority report. Any party who does not accept
288 a majority decision may request weighted voting as set forth below.

289 5.1.2 In the event consensus cannot be achieved, as determined by rules and
290 procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8**
291 **Salmon Recovery Council** shall take action on a dual-majority basis, as follows:

292 5.1.2.1 Each party, through its appointed representative, may cast its weighted
293 vote in connection with a proposed **WRIA 8 Salmon Recovery Council**
294 action.

295 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each
296 of the other parties shall be determined by the percentage of the annual
297 contribution by each party set in accordance with Subsection 4.2.1 in the
298 year in which the vote is taken.

299 5.1.2.3 For any action subject to weighted voting to be deemed approved, an
300 affirmative vote must be cast by both a majority of the active party
301 members to this Agreement and by a majority of the weighted votes of
302 the active party members to this Agreement. No action shall be valid
303 and binding on the parties to this Agreement until it shall receive majority
304 of votes of both the total number of active party members to the
305 Agreement and of the active members representing a majority of the
306 annual budget contribution for the year in which the vote is taken. A vote
307 of abstention shall be recorded as a “no” vote.

308 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate
309 to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder
310 representatives and other persons who are appropriate for the implementation and
311 adaptive management of the **WRIA 8 Plan**.

312 5.2.1 Nomination of such non-party members may be made by any member of the
313 **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon**
314 **Recovery Council** of such non-party members requires either consensus or dual
315 majority of party members as provided in Section 5.1.

316 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it
317 appropriate to allow non-party members to vote on particular **WRIA 8 Salmon**
318 **Recovery Council** decisions. The party members may determine which issues
319 are appropriate for non-party voting by either consensus or majority as provided
320 in Sections 5.1, except in the case where legislation requires non-party member
321 votes.

322 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-
323 party members, shall be made using a consensus model as much as possible.
324 Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by
325 consensus or majority as provided in Sections 5.1 and a majority of the non-party
326 members.

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

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

- 331 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8**
332 **Plan** amendments prepared and recommended by the committees of the **WRIA 8**
333 **Salmon Recovery Council** within ninety (90) days of receipt of the plan amendments,
334 according to the voting procedures described in Section 5.
- 335 6.2 In the event that any amendments are not so approved, they shall be returned to the
336 committees of the **WRIA 8 Salmon Recovery Council** for further consideration and
337 amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for
338 decision.
- 339 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery**
340 **Council**, the plan amendments shall be referred to the parties to this Agreement for
341 ratification prior to the submission to any federal or state agency for further action.
342 Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance
343 of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8
344 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon
345 ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8**
346 **Plan** to any state or federal agency as may be required for further action.
- 347 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments
348 thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further
349 consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further
350 consideration and may refer the plan or amendments to the committees of the **WRIA 8**
351 **Salmon Recovery Council** for recommendation on amendments thereto.
- 352 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded
353 separately by any of them to any state or federal agency unless it has been approved
354 and ratified as provided herein.

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

- 356 7.1 Each party shall be responsible for meeting its financial obligations hereunder as
357 described in Sections ~~2.1~~ and ~~2.2~~, and established in the annual budget adopted by the

November 13, 2014

358 **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section
359 4.2.1.

360
361 The maximum funding responsibilities imposed upon the parties during the first year of
362 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be
363 updated every third year as described in Section 4.2.1, or as annexations result in
364 changes to the area, population, and assessed value calculation for those jurisdictions
365 enough to change their cost share(s) according to the formula set forth in Exhibit A.

366 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon**
367 **Recovery Council** shall adopt a budget, including its overhead and administrative costs,
368 for the following calendar year. The budget shall propose the level of funding and other
369 (e.g. staffing) responsibilities of the individual parties for the following calendar year and
370 shall propose the levels of funding and resources to be allocated to specific prioritized
371 implementation and adaptive management activities within the WRIA. The parties shall
372 thereafter take whatever separate legislative or other actions that may be necessary to
373 timely address such individual responsibilities under the proposed budget, and shall have
374 done so no later than December 1st of each such year.

375 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon**
376 **Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent**
377 and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant
378 to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery**
379 **Council**. Such rules and procedures shall set out billing practices and collection
380 procedures and any other procedures as may be necessary to provide for its efficient
381 administration and operation. Any party to this Agreement may inspect and review all
382 records maintained in connection with such fund at any reasonable time.

383 8. **LATECOMERS.** A county or city government, or other public agencies, such as tribes, port
384 districts, etc.) in King or Snohomish County lying wholly or partially within the management area
385 of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent
386 Puget Sound drainages which has not become a party to this Agreement within twelve (12)
387 months of the effective date of this Agreement may become a party only with the written consent
388 of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8**
389 **Salmon Recovery Council** shall not apply to Section 8. The parties and the county, or city, or
390 other public agency seeking to become a party shall jointly determine the terms and conditions
391 under which the county, or city, or other public agency may become a party. These terms and
392 conditions shall include payment by such county, or city, or other public agency to the fiscal
393 agent on behalf of the parties of the amount determined jointly by the parties and the county, or

November 13, 2014

394 | city or other public agency to represent such county ~~or city~~ or other public agency's fair and
395 | proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon**
396 | **Recovery Council** and the parties on its behalf as of the date the county ~~or city~~ or other public
397 | agency becomes a party. Any county ~~or city~~ or other public agency that becomes a party
398 | pursuant to this section shall thereby assume the general rights and responsibilities of all other
399 | parties to this Agreement. After the inclusion of such entity as a party to this Agreement, the
400 | formula for party contribution shall be adjusted for the following year to reflect the addition of this
401 | new party.

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

412 | 10. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by state law, and for the
413 | limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and
414 | indemnify the other parties, their officers, elected officials, agents and employees, while acting
415 | within the scope of their employment as such, from and against any and all claims (including
416 | demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature
417 | whatsoever) arising out of or in any way resulting from such party's own negligent acts or
418 | omissions related to such party's participation and obligations under this agreement. Each party
419 | agrees that its obligations under this subsection extend to any claim, demand and/or cause of
420 | action brought by or on behalf of any of its employees or agents. For this purpose, each party, by
421 | mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would
422 | otherwise be available against such claims under the industrial insurance act provisions of Title
423 | 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties
424 | exercising the right of termination pursuant to Section 9.

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

November 13, 2014

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

454
455
456 **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates indicated below:
457

458	Approved as to form:	TOWN OF BEAUX ARTS VILLAGE
459		
460	By: _____	By: _____
461		
462	Title: _____	Title: _____
463		
464	Date: _____	Date: _____