

**NOTE TO REVIEWERS:** *The tracked changes in this draft are meant to indicate proposed technical and policy revisions or updates to make the MOU document reflect updated timing and practices. The side bar comments indicate topics that may require more discussion to determine an agreed upon path forward.*

**DRAFT 20082016 MOU**

**Memorandum of Understanding Between WRIA 8 Salmon Recovery Council  
and King County Department of Natural Resources and Parks  
For Provision of Watershed Planning-Related Services**

This Memorandum of Understanding (“MOU”) sets out the expectations for services to be furnished by the King County Department of Natural Resources and Parks (“KCDNRP”, hereinafter referred to as Service Provider) to the Water Resources Inventory Area (“WRIA”) 8 Salmon Recovery Council, pursuant to an interlocal agreement (ILA) that participating general purpose governments in WRIA 8 have agreed to extend to December 31, 20152025. The expectations for services include implementation of annual service provider work plans, communications and mediation protocols, protocols for how decisions about new staffing will be made, a schedule for key decisions and actions by the WRIA 8 Salmon Recovery Council related to continuing collaboration during and after 20082016, and expectations for billing, review, and payment for services. The services to be provided do not include the work programs for staff contributing donated or overhead services from KCDNRP.

The interlocal agreement that originally initiated the watershed planning process became effective on February 2, 2001. That initial agreement expired in 2006. The interlocal agreement was renewed for 2007-2015 and has expired and a new interlocal agreement has been executed to support the implementation activities of the *Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Conservation Plan* (Plan) that will foster progress on the Plan’s recommendations from January 1, 2016 to December 31, 2025. Three primary goals will guide the collaboration of the WRIA 8 Salmon Recovery Council. Services provided by KCDNRP will be consistent with these agreed-upon goals. These goals include:

1. To support cooperation and communication among WRIA 8 jurisdictions and stakeholders, including potential staffing arrangements and committee structures, for a

period beginning on January 1, ~~2007~~2016 and extending through December 31, ~~2015~~2025;

2. To support the collaborative efforts of local jurisdictions and other parties, including state and federal agencies, businesses, community groups, and others, to implement the recommendations outlined in the plan; and
3. To negotiate with the Puget Sound Partnership, NOAA Fisheries, U.S. Fish and Wildlife Service, the state, and other appropriate entities regarding the content of the WRIA 8 ~~p~~Plan, commitments to plan implementation, and the assurances and/or other benefits that will be provided to local jurisdictions in WRIA 8 in support of the successful plan implementation.

Other priorities will be addressed as defined by the WRIA 8 Salmon Recovery Council.

#### **I. Work Plan Revisions for Years Subsequent to ~~2008~~2016**

Each year, the Service Provider will submit a proposed work plan and annual budget to the WRIA 8 Salmon Recovery Council. The WRIA 8 Salmon Recovery Council, the Management Committee, or the Service Provider may present recommendations for changes or revisions to the approved work plan during the course of each year. Changes to the work plan need to be approved by the WRIA 8 Salmon Recovery Council, pursuant to the terms of the interlocal agreement, and may in no event increase the total budget for the year without approval by the WRIA 8 Salmon Recovery Council according to the terms of the interlocal agreement.

#### **II Budget Principles and Terms**

- King County and ILA partners will continue to share the cost of facilitating implementation of the WRIA 8 Plan through a cost-share formula based on each jurisdiction's population, assessed value and area.
- The Salmon Recovery Council recognizes that the cost for salaries, benefits, overhead, and operation and maintenance generally increase incrementally over time, especially if there is retention of staff. Therefore the ILA cost shares are likely to increase annually with union negotiated wage rates and inflation over the 10 year period of the ILA.

**Comment [m1]:** Should a section be added to the MOU to document the service provider costs agreed upon between King County and WRIA 8 ILA parties, including overhead rate and the ILA parties' intention to provide for inflation and growth in WRIA funding over time?

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- All of the ILA partners, including King County, need to be able to show that their portion of the cost-share is a fair and reasonable share for their rate payers.
- The ILA partners also need predictability, sufficient lead time regarding cost share increases and assurances that the increases will approximate the Consumer Price Index for Wages (as a measure of inflation).
- The annual budget will be based on the Service Provider's costs for the WRIA 8 team salaries, benefits, overhead and operations, and supplies and services. The Service Provider includes computer costs in WRIA 8 supplies and services.

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For 2016 and the Service Provider's next biennium budget for 2017-18, it is assumed the annual increase in the overall WRIA 8 budget including salaries, benefits, operations and maintenance and overhead will not exceed the Consumer Price Index for Wages (projected to be 2.18% for 2016, 2.2% for 2017, and 2.36% for 2018) provided that staffing levels remain the same. The Service Provider and ILA partners can revisit these terms every two years or if costs increase more than the Consumer Price Index for Wages.

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### **III. Nature of Employment of Dedicated Staff**

All matters concerning payroll, benefits, safety, leave, or other incidents of employment for the Staff provided under this MOU are the responsibility of the Service Provider. Certain responsibilities or tasks may be delegated/sub-contracted as appropriate.

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### **IV. Responsibilities of the Watershed Coordinator**

As a representative of the Service Provider, the Watershed Coordinator will:

- A. be responsible for the supervision of the Service Provider staff provided under the interlocal agreement in their performance of services under this MOU;
- B. be the primary point of contact between KCDNRP as the Service Provider and the WRIA 8 Salmon Recovery Council, its members, and its Management Committee;
- C. work with the WRIA 8 Salmon Recovery Council chair(s) to schedule, plan, prepare materials for, and otherwise staff meetings of the WRIA 8 Salmon Recovery Council, to be held within the watershed area;
- D. work with the appropriate working committees to schedule, plan, prepare materials for, and otherwise staff meetings of the committees to be held within the watershed area;

- E. report to the WRIA 8 Management Committee, as directed by the WRIA 8 Salmon Recovery Council;
- F. coordinate with jurisdictions and others to assure adequate resources are available for supporting technical work identified in the service provider work
- G. perform other duties as described in each year's annual work plan and defined by the WRIA 8 Salmon Recovery Council.

Service Provider staff may assist the Watershed Coordinator in the performance of these duties. The Watershed Coordinator will not direct the work programs for staff contributing donated or overhead services from KCDNRP or other jurisdictions.

**V. Dispute Resolution**

For purposes of personnel management, the Watershed Coordinator will be responsible for mediating or otherwise resolving any issues or problems which arise between the Service Provider staff and the WRIA 8 Salmon Recovery Council or its participating jurisdictions or the committees. Should she/he be unable to resolve the dispute, then the Watershed Coordinator and one or more members of the Management Committee of the WRIA 8 Salmon Recovery Council should apply to the KCDNRP Water and Land Resources Division ~~Manager-Director~~ for assistance or relief.

**VI. WRIA 8 Salmon Recovery Council Decisions on Staffing**

If decisions are made to hire new individuals for staff positions jointly agreed to by the WRIA 8 Salmon Recovery Council and the Service Provider, then interested representatives will be invited to participate directly in the hiring process. All hiring and staffing decisions are to be in accordance with King County labor contracts and King County personnel guidelines.

**VII. Billing and Payment Procedures**

The following protocols will be observed:

- A. Participating jurisdictions will notify KCDNRP, as fiscal agent for the WRIA 8 Salmon Recovery Council, of the amounts approved by their legislative bodies ~~by-on~~ or before December 31, of each year, for the following fiscal year.
- B. Should some jurisdictions fail to approve their assessments and insufficient revenues be available to fulfill the approved work plan, then the Service Provider will consult with the Management Committee of the WRIA 8 Salmon Recovery Council as soon as practicable, for the purpose of recommending adjustments necessary to the approved work program to meet the revenues anticipated. The amended work plan is

expected to be submitted to and approved by the WRIA 8 Salmon Recovery Council by no later than May of that year.

C. KCDNRP will provide participating jurisdictions with three invoices, each representing one-third (1/3) of the total of their respective portions of the approved annual budget. Invoices will be considered past due if not paid within 45 days of invoice date. KCDNRP may disclose past due invoices or accounts at any time to the WRIA 8 Salmon Recovery Council or its Management Committee. Participating jurisdictions may make a single payment for their respective portion of the approved budget at the start of each year or upon receipt of their first invoice. The first trimester will end April 30 and the first invoice will be sent approximately May 15; the second trimester will end August 31 and the second invoice will be sent approximately September 15; the third trimester will end December 31 and the final invoice will be sent approximately March 15 of each following year.

D. By March 15 of each year, KCDNRP will provide participating jurisdictions itemized invoices reconciling the total annual expenditures -- consistent with the approved budget -- with payments received from participating jurisdictions during the year, and stating any credit.

E. Participating jurisdictions wishing to inspect and review records maintained in connection with costs, billing, and payments for services provided under the interlocal agreement should contact the manager of the Finance and Administration section of the Water and Land Resources Division of the King County Department of Natural Resources and Parks, who will make the records available in a timely manner at the offices of KCDNRP.

#### **VIII. Technical Data Release**

Each jurisdiction controls its data and may specify protocols for release of that data.

#### **IX. Reports to the WRIA 8 Salmon Recovery Council**

The Service Provider will continue to provide regular reports to WRIA 8 Salmon Recovery Council members when invoices are sent out.

#### **X. Amendment and Termination**

This MOU may be amended only upon written approval of both the WRIA 8 Salmon Recovery Council and King County. This MOU may be terminated by the WRIA 8 Salmon Recovery Council by an affirmative vote in accordance with the voting provisions of Section 5 of that certain interlocal agreement for the watershed basins within Water Resource

Inventory Area 8, effective date January 1, ~~2007~~2016. King County may terminate this MOU by providing the WRIA 8 Salmon Recovery Council written notice of its desire to terminate at least ~~60-90~~ days prior to the effective date of such termination. The WRIA 8 Salmon Recovery Council and King County may mutually agree to terminate this MOU at any time by both signing a written termination agreement. In the event of termination by either or both signators to this MOU, King County is to receive full payment for all services rendered prior to the effective date of termination, within 30 days after such effective date of termination.

**Signed:**

For King County Department  
Natural Resources and Parks: \_\_\_\_\_

For WRIA 8 Salmon Recovery ~~+~~  
Council: \_\_\_\_\_

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

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

Christie True, Director

Larry Phillips, Chair

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

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