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NOTE TO REVIEWERS: This version of the DRAFT 2016-2025 interlocal agreement (ILA) reflects local government partner comments (as of May 15) to the draft ILA that was approved by the WRIA 8 Salmon Recovery Council on November 20, 2014 for review by ILA partners. The tracked changes in this draft are proposed technical revisions and updates to make the ILA document reflect current WRIA 8 Chinook Conservation Plan implementation priorities and practices. The WRIA 8 Salmon Recovery Council will review and approve the final version of the renewed ILA at the July 16 meeting.

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 this e-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 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 recognize the importance of efforts to protect and restore habitat
69 for multiple species in the Lake Washington/Cedar/Sammamish Watershed, including Lake
70 Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery
71 efforts with these other efforts where there are overlapping priorities and benefits; and
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WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with floodplain management, water quality and agriculture; 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

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 Beaux Arts, Hunts Point, Woodway and Yarrow Point; ~~and other interested public agencies and tribes.~~
- 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.

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- 109 1.4 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists
110 of five (5) elected officials or their designees which elected officials are chosen by the
111 party members of the **WRIA 8 Salmon Recovery Council**, according to the voting
112 procedures in Section 5, and charged with staff oversight and administrative duties on the
113 **WRIA 8 Salmon Recovery Council's** behalf.
- 114 1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency,
115 government, consultant or other entity which supplies staffing or other resources to and
116 for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service**
117 **Provider(s)** may be a party to this Agreement.
- 118 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government ~~who~~which
119 performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may
120 require, in accordance with the requirements of Chapter 39.34 RCW.
- 121 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the
122 WRIA who reflect the diverse interests integral for planning, implementation, and
123 adaptive management for the recovery of the listed species under the Endangered
124 Species Act, ~~which and~~ may include but are not limited to environmental and business
125 interests.
- 126 2. **PURPOSES.** The purposes of this Agreement include the following:
- 127 2.1 To provide a mechanism and governance structure for the implementation and adaptive
128 management of the implementation of the **WRIA 8 Plan and**
- 129 ~~2.2.2~~ 2.2.2 ~~It~~ To share the cost of the WRIA 8 Service Provider team to coordinate and provide the
130 services necessary for the successful implementation and management of the **WRIA 8**
131 **Plan**. The maximum financial or resource obligation of any participating eligible
132 jurisdiction under this Agreement shall be limited to its share of the cost of the Service
133 Provider staff and associated operating costs.
- 134 ~~2.2.3~~ 2.2.3 To provide a mechanism for securing technical assistance and ~~any available~~ funding from
135 state agencies or other sources.
- 136 ~~2.3.4~~ 2.3.4 To provide a mechanism for the implementation of other multiple benefit habitat, water
137 quality and flood plain management projects with local, regional, state, federal and non-
138 profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery**
139 **Council**.
- 140 2.5 To have the **WRIA 8 Salmon Recovery Council** annually recommend WRIA 8 salmon
141 recovery programs and projects for funding by the King County Flood Control District
142 through the District's Cooperative Watershed Management grant program.
- 143 2.6 To have the **WRIA 8 Salmon Recovery Council**, via the **WRIA 8 Service Provider**,
144 serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85

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RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and -representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.

2.42.7 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 and~~ 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.

2.52.8 To have the WRIA 8 Salmon Recovery Council develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.

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

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

2.11 To provide a mechanism for on-going monitoring and adaptive management of the WRIA 8 Plan -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 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~~ 2016 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. If such requirements are not met by January 1, 2016, then the effective date of this Agreement shall be the date on which such requirements are met. 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 implementation of the WRIA 8 Plan from January 1,

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181 ~~between 2016 through December 31, and 2025, as well as the subsequent years of~~
182 ~~implementation of the Start-List Chapter of the **WRIA 8 Plan**.~~ Once effective, this Agreement
183 shall remain in effect ~~through December 31, 2025, for a term of nine ~~10(9)~~ years~~; provided,
184 however, that this Agreement may be extended for such additional terms as the parties may
185 agree to in writing, with such extension being effective upon its execution by at least nine (9) of
186 the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the
187 affected population,.

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

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

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216 | 4.1.1 ~~It is contemplated that s~~Services to the **WRIA 8 Salmon Recovery Council** for
 217 | the term of this agreement shall be provided by King County Department of
 218 | Natural Resources which shall be the primary **Service Provider** unless the party
 219 | members pursuant to the voting provisions of Section 5 choose another primary
 220 | **Service Provider**. The **Management Committee** shall prepare a Memorandum
 221 | of Understanding to be signed by an authorized representative of King County
 222 | and an authorized representative of WRIA 8, which shall set out the expectations
 223 | for services to be provided. Services should include, without limitation,
 224 | identification of and job descriptions for dedicated staff in increments no smaller
 225 | than .5 FTE, description of any supervisory role retained by the **Service**
 226 | **Provider** over any staff performing services under this Agreement, and a method
 227 | of regular consultation between the **Service Provider** and the **Management**
 228 | **Committee** concerning the performance of services hereunder.

229 | 4.1.2 The **Management Committee** shall make recommendations to the party
 230 | members of the **WRIA 8 Salmon Recovery Council** for action, including
 231 | decisions related to work program, staffing and service agreements, and budget
 232 | and financial operations, annually for each year of this Agreement. All duties of
 233 | the **Management Committee** shall be established by the party members of the
 234 | **WRIA 8 Salmon Recovery Council**.

235 | 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority
 236 | and mandate to establish and adopt the following:

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

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- 252 | which will develop a recommendation for review and approval by, the **WRIA 8**
253 | **Salmon Recovery Council.**
- 254 | 4.2.2 Review and evaluate annually the duties to be assigned to the **Management**
255 | **Committee** hereunder and the performance of the **Fiscal Agent** and **Service**
256 | **Provider(s)** to this Agreement, and provide for whatever actions it deems
257 | appropriate to ensure that quality services are efficiently, effectively and
258 | responsibly delivered in the performance of the purposes of this Agreement. In
259 | evaluating the performance of any **Service Provider(s)**, at least every three (3)
260 | years, the **WRIA 8 Salmon Recovery Council** ~~shall~~ may retain an outside
261 | consultant to perform a professional assessment of the work and services so
262 | provided. Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9
263 | of the Agreement, ~~which correspond to years 4, 7, and 10 of the **WRIA 8 Plan**~~
264 | ~~Start-List timeline.~~
- 265 | 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the
266 | utilization of resources contributed by each party or obtained from other sources
267 | in accordance with an annual prioritized list of implementation and adaptive
268 | management activities within the WRIA during each year of this Agreement.
- 269 | 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may
270 | contract with similar watershed forum governing bodies or any other entities for any
271 | lawful purpose related hereto, including specific functions and tasks which are initiated
272 | and led by another party to this Agreement beyond the services provided by the primary
273 | **Service Provider**. The parties may choose to create a separate legal or administrative
274 | entity under applicable state law, including without limitation a nonprofit corporation or
275 | general partnership, to accept private gifts, grants or financial contributions, or for any
276 | other lawful purposes.
- 277 | 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules
278 | and procedures that are consistent with its purposes as stated herein and are necessary
279 | for its operation.
- 280 | 5. **VOTING.** The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions;
281 | approve scope of work, budget, priorities and any other actions necessary to carry out the
282 | purposes of this Agreement as follows:
- 283 | 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council**
284 | without the presence of a quorum of active party members. A quorum exists if a majority
285 | of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting,
286 | provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties
287 | ~~to this agreement~~ shall not be included in calculating the quorum. In addition, positions

288 will be considered vacant on the third consecutive absence and shall not be included in
289 calculating a quorum until that time in which the party member is present. The voting
290 procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a
291 quorum of the active party members present for any action or decision to be effective and
292 binding.

293 5.1.1 Decisions shall be made using a consensus model as much as possible. Each
294 party agrees to use its best efforts and exercise good faith in consensus
295 decision-making. Consensus may be reached by unanimous agreement of the
296 party members at the meeting, or by a majority recommendation agreed upon by
297 the active party members, with a minority report. Any party who does not accept
298 a majority decision may request weighted voting as set forth below.

299 5.1.2 In the event consensus cannot be achieved, as determined by rules and
300 procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8**
301 **Salmon Recovery Council** shall take action on a dual-majority basis, as follows:

302 5.1.2.1 Each party, through its appointed representative, may cast its weighted
303 vote in connection with a proposed **WRIA 8 Salmon Recovery Council**
304 action.

305 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each
306 of the other parties shall be determined by the percentage of the annual
307 contribution by each party set in accordance with Subsection 4.2.1 in the
308 year in which the vote is taken.

309 5.1.2.3 For any action subject to weighted voting to be deemed approved, an
310 affirmative vote must be cast by both a majority of the active party
311 members to this Agreement and by a majority of the weighted votes of
312 the active party members to this Agreement. No action shall be valid
313 and binding on the parties to this Agreement until it shall receive majority
314 of votes of both the total number of active party members to the
315 Agreement and of the active members representing a majority of the
316 annual budget contribution for the year in which the vote is taken. A vote
317 of abstention shall be recorded as a "no" vote.

318 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate
319 to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder
320 representatives and other persons who are appropriate for the implementation and
321 adaptive management of the **WRIA 8 Plan**.

322 5.2.1 Nomination of such non-party members may be made by any member of the
323 **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon**

324 **Recovery Council** of such non-party members requires either consensus or dual
325 majority of party members as provided in Section 5.1.

326 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it
327 appropriate to allow non-party members to vote on particular **WRIA 8 Salmon**
328 **Recovery Council** decisions. The party members may determine which issues
329 are appropriate for non-party voting by either consensus or majority as provided
330 in Sections 5.1, except in the case where legislation requires non-party member
331 votes.

332 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-
333 party members, shall be made using a consensus model as much as possible.
334 Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by
335 consensus or majority as provided in Sections 5.1 and a majority of the non-party
336 members.

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

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

341 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8**
342 **Plan** amendments prepared and recommended by the committees of the **WRIA 8**
343 **Salmon Recovery Council** within ninety (90) days of receipt of the plan amendments,
344 according to the voting procedures described in Section 5.

345 6.2 In the event that any amendments are not so approved, they shall be returned to the
346 committees of the **WRIA 8 Salmon Recovery Council** for further consideration and
347 amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for
348 decision.

349 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery**
350 **Council**, the plan amendments shall be referred to the parties to this Agreement for
351 ratification prior to the submission to any federal or state agency for further action.
352 Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance
353 of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8
354 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon
355 ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8**
356 **Plan** to any state or federal agency as may be required for further action.

357 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments
358 thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further
359 consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further

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360 consideration and may refer the plan or amendments to the committees of the **WRIA 8**
361 **Salmon Recovery Council** for recommendation on amendments thereto.

362 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded
363 separately by any of them to any state or federal agency unless it has been approved
364 and ratified as provided herein.

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

366 7.1 Each party shall be responsible for meeting its financial obligations hereunder as
367 described in Sections 2.1 and 2.2, and established in the annual budget adopted by the
368 **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section
369 4.2.1.

370
371 The maximum funding responsibilities imposed upon the parties during the first year of
372 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be
373 updated every third year as described in Section 4.2.1, or as annexations result in
374 changes to the area, population, and assessed value calculation for those parties
375 involved in the annexation to the extent that the cost shares established by the formula
376 set forth in Exhibit A would be changed for such parties by the annexation

377 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon**
378 **Recovery Council** shall adopt a budget, including its overhead and administrative costs,
379 for the following calendar year. The budget shall propose the level of funding and other
380 responsibilities (e.g. staffing) of the individual parties for the following calendar year and
381 shall propose the levels of funding and resources to be allocated to specific prioritized
382 implementation and adaptive management activities within the WRIA. The parties shall
383 thereafter take whatever separate legislative or other actions that may be necessary to
384 timely address such individual responsibilities under the proposed budget, and shall have
385 done so no later than December 1st of each such year.

386 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon**
387 **Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent**
388 and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant
389 to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery**
390 **Council**. Such rules and procedures shall set out billing practices and collection
391 procedures and any other procedures as may be necessary to provide for its efficient
392 administration and operation. Any party to this Agreement may inspect and review all
393 records maintained in connection with such fund at any reasonable time.

394 8. **LATECOMERS.** A county or city government, or other interested public agency or tribe in King or
395 Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake

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396 Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages
397 which has not become a party to this Agreement within twelve (12) months of the effective date of
398 this Agreement may become a party only with the written consent of all the parties. The
399 provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council**
400 shall not apply to Section 8. The parties and the county, ~~or city, or other public agency or tribe~~
401 seeking to become a party shall jointly determine the terms and conditions under which the
402 county, ~~or city, or other public agency or tribe~~ may become a party. These terms and conditions
403 shall include payment by such county, ~~or city, or other public agency or tribe~~ to the **Fiscal Agent**
404 ~~fiscal agent on behalf of the parties~~ of the amount determined jointly by the parties and the
405 county, ~~or city, or other public agency or tribe~~ to represent such county, ~~or city, or other public~~
406 ~~agency or tribe's~~ fair and proportionate share of all costs associated with activities undertaken by
407 the **WRIA 8 Salmon Recovery Council** and the parties on its behalf as of the date the county,
408 ~~or city, or other public agency or tribe~~ becomes a party. Any county, ~~or city, or other public~~
409 ~~agency or tribe~~ that becomes a party pursuant to this section shall thereby assume the general
410 rights and responsibilities of all other parties to this Agreement. After the inclusion of such entity
411 as a party to this Agreement, the formula for party contribution shall be adjusted for the following
412 year to reflect the addition of this new party.

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

423 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the
424 limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and
425 indemnify the other parties, their officers, elected officials, agents and employees, while acting
426 within the scope of their employment as such, from and against any and all claims (including
427 demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature
428 whatsoever) arising out of or in any way resulting from such party's own negligent acts or
429 omissions related to such party's participation and obligations under this ~~a~~Agreement. Each party
430 agrees that its obligations under this subsection extend to any claim, demand and/or cause of
431 action brought by or on behalf of any of its employees or agents. For this purpose, each party, by

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432 mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would
433 otherwise be available against such claims under the industrial insurance act provisions of Title
434 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties
435 exercising the right of termination pursuant to Section 9.

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

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

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

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

456 15. **AMENDMENTS**. This Agreement may be amended, altered or clarified only by the unanimous
457 consent of the parties to this Agreement, represented by affirmative action by their legislative
458 bodies.

459 16. **COUNTERPARTS**. This Agreement may be executed in counterparts.

460 17. **APPROVAL BY PARTIES' GOVERNING BODIES**. The governing body of each party must
461 approve this Agreement before any representative of such party may sign this Agreement.

462 18. **FILING OF AGREEMENT**. This Agreement shall be filed by King County and Snohomish
463 County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of
464 Section 3 herein.

466 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below:
467

DRAFT WRIA 8 ILA 2016-2025

May 21, 2015

468 Approved as to form:

TOWN OF BEAUX ARTS VILLAGE

469

470 By: _____

By: _____

471

472 Title: _____

Title: _____

473

474 Date: _____

Date: _____

DRAFT