

MEMORANDUM



TO: WRIA 9 Watershed Ecosystem Forum (“Forum”)

FR: Matt Goehring, WRIA 9 Salmon Recovery Manager

RE: **WRIA 9 Watershed Ecosystem Forum Meeting – Thursday, November 9, 4-6:00 p.m.**

It is hard to believe we are already approaching our last WRIA 9 Forum meeting of 2024! Our agenda includes a year-end update on the status of Green River Chinook salmon and our annual client satisfaction survey. We will also review the revised draft 2026-2035 Interlocal Agreement, 2025 Legislative Priorities, tentative 2025 grant funding levels, and a new project being considered as an addendum to the 2021 Salmon Plan Update.

Meeting Packet materials: *(All meeting materials are also attached to your Outlook invitation)*

1. WEF Agenda
2. WEF August 8, 2024 Meeting Summary
3. Revised Draft Interlocal Agreement (v.3)
4. Draft 2025 Legislative Priorities
5. Draft Legislative Outreach Letters

Review of Agenda Items:

Salmon Recovery Manager Report

In addition to some general updates, we will seek confirmation of our Forum and Management Committee Leadership positions. Toni Trouter, City of Kent Councilmember, has expressed a desire to serve another 2-year term as Co-Chair of the Forum. At this time, the status of Dave Upthegrove, King County Councilmember, remains dependent on the outcome of the November 5 election.

Annual Client Satisfaction Survey

WRIA 9 conducts an annual client satisfaction survey to collect partner feedback on the salmon recovery services provided by the team under the ILA contract. The survey is intended to provide information to improve watershed services in future years. As part of an effort to increase participation, time will be provided to Forum members to complete the online survey.

Green River Salmon Update

Iris Kemp, WRIA 9 Technical Coordinator, will provide an annual update on the status of juvenile Chinook salmon production and preliminary adult salmon returns. These figures are a critical piece of our status and trends monitoring and will be reviewed in context of our established goals and historical trends.

Seattle City Light S. –Capital Project Addendum

The Duwamish Basin Steward in coordination with Seattle Public Utilities has submitted a request to add the Seattle City Light South habitat project as an addendum to the capital project list included in the 2021 Salmon Plan Update. Iris Kemp, WRIA 9 Technical Coordinator, will provide a brief overview of the addendum process for adding capital projects. Alicia Kellogg, Duwamish Basin Steward, will provide a brief project overview. Staff is recommending Forum approval of City Seattle Light S. as a Tier 3 addendum to the 2021 Salmon Plan Update.

2026-2035 Interlocal Agreement – Revised Draft – page 9

The Salmon Recovery Manager is coordinating with King County’s prosecuting attorney’s office to update the ILA agreement. The draft approved by the Forum in August has been revised to reflect input provided during the attorney workshop and parallel comment period. The proposed edits are predominately clarifying in nature. Staff is recommending Forum approval of the revised draft so the ILA execution process can begin in early 2025, with the new ILA going into effect on January 1, 2026.

2025 Legislative Priorities – page 21

Staff is seeking approval of the draft 2025 Legislative Priorities. The 2025 Washington State Legislative Session is a “long” 105-day session where the legislature must develop and approve the 2025-27 biennial budget. Budget priorities include funding for the core salmon-recovery capital programs as well as additional operating funds to address priority issues, including reducing salmon exposure to toxic tire chemicals and accelerating salmon project review under the National Flood Insurance Program. At the Federal level, budget priorities continue to focus on ensuring funding for fish passage at Howard Hanson Dam and maintaining funding levels for the Pacific Coastal Salmon Recovery Fund and Puget Sound National Estuary Program.

As always, don’t hesitate to contact me if you have any questions. I look forward to seeing everyone next week!

Regards,

A handwritten signature in blue ink that reads "Matt Goehring". The signature is written in a cursive, flowing style.

Matt Goehring, Salmon Recovery Manager
Green/Duwamish & Central Puget Sound Watershed (WRIA 9)
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WRIA 9 WATERSHED ECOSYSTEM FORUM

November 14, 2024 --- 4:00 to 6:00 p.m.

Zoom: <https://us02web.zoom.us/j/88086822620>

AGENDA

I.	Welcome & Introductions	Toni Troutner, Co-Chair, Councilmember, Kent	4:00-4:10
II.	Public Comment	Councilmember Troutner	4:10-4:15
III.	Approval of Meeting Summary <i>Action: Approve August 8, 2024 meeting summary</i>	Councilmember Troutner	4:15
IV.	Salmon Recovery Manager Report <ul style="list-style-type: none"> Watershed Updates Leadership Changes 	Matt Goehring, WRIA 9 Salmon Recovery Manager	4:15-4:25
V.	WRIA 9 Annual Client Satisfaction Survey <ul style="list-style-type: none"> Survey Overview Complete Survey 	Renee Leichliter WRIA 9 Administrative Coordinator	4:25-4:35
VI.	Green River Salmon Update <ul style="list-style-type: none"> 2024 juvenile outmigration 2023 & 2024 (preliminary) adult returns 	Iris Kemp WRIA 9 Technical Coordinator	4:35-4:50
VII.	Seattle City Light S. –Capital Project Addendum <ul style="list-style-type: none"> Salmon Plan Addendum Process Project Overview and Tiering <i>Action: Approve Seattle City Light S. as an Addendum to Capital Project List in 2021 Salmon Plan</i>	Iris Kemp Alicia Kellogg Duwamish Basin Steward	4:50-5:00
VIII.	2026-2035 ILA Renewal <ul style="list-style-type: none"> Process Overview Changes Since August Draft <i>Action: Recommend Execution of ILA Renewal</i>	Matt Goehring	5:00-5:15
IX.	Legislative Priorities <ul style="list-style-type: none"> Legislative Session Overview Draft Legislative Priorities <i>Action: Approve 2025 Legislative Priorities</i>	Don Gourlie, Puget Sound Partnership Legislative Director Matt Goehring	5:15-5:40
X.	Funding Update <ul style="list-style-type: none"> Project Funding Updates 2025 Grant Round Overview 	Suzanna Smith WRIA 9 Habitat Projects Coordinator	5:40-5:55
XI.	Wrap Up/Next Steps	Matt Goehring	5:55-6:00
XII.	Adjourn	Councilmember Troutner	6:00

WRIA 9 Watershed Ecosystem Forum (WEF) Meeting Summary

Zoom Video Conference || August 8, 2024, 4:00 – 6:00 p.m.

Members Present		
#	Name	Affiliation
1)	Councilmember (CM) Dave Upthegrove, Co-Chair	King County
2)	CM Jennifer Harjehausen	City of Covington
3)	Chris Searcy	City of Enumclaw
4)	CM Lydia Assefa-Dawson	City of Federal Way
5)	CM Mike Bishoff	City of Normandy Park
6)	CM Carmen Rivera	City of Renton
7)	Steve Lee	Covington Water District
8)	Weston Brinkley	Green/Duwamish Urban Waters Partnership
9)	Michelle Clark	King County Flood Control District
10)	Noel Gilbrough	Mid Sound Fisheries Enhancement Group
11)	Cleo Neculae	Washington Department of Ecology
12)	Vivian Roach	Washington Department of Natural Resources
13)	Stewart Reinbold	Washington Department of Fish and Wildlife
Alternates Present		
14)	Mike Mactutis	City of Kent
15)	Martha Neuman	City of Seattle
16)	Mike Perfetti	City of Tukwila
17)	Diana Phibbs	King County
18)	Tracy Banaszynski	Mid Sound Fisheries Enhancement Group
19)	Jenn Stebbings	Port of Seattle
Other Attendees		
20)	Carol Benson	City of Black Diamond
21)	Brandon Pitts	City of Des Moines
22)	Margaret Wagner	City of Kent
23)	Leyla Gheisar	City of Seattle
24)	Heidi Watters	City of Tukwila
25)	Marc Marcantonio	Covington Water District
26)	Amber Salahdin	Covington Water District
27)	Rosa Mendez-Perez	King Conservation District
28)	Kollin Higgins	King County
29)	Janne Kaje	King County
30)	Sharon Leishman	Duwamish Alive!
31)	Kelly Steffen	Environmental Science Center
32)	David Bain	Orca Conservancy
33)	Bianca Perla	Vashon Nature Center
WRIA 9 Staff		
34)	Matt Goehring	WRIA 9 Salmon Recovery Manager
35)	Suzanna Smith	WRIA 9 Habitat Projects Coordinator
36)	Iris Kemp	WRIA 9 Technical Coordinator
37)	Renee Lechlitter	WRIA 9 Administrative Coordinator

I) Call to Order / Introductions

Councilmember Dave Upthegrove, Co-Chair (King County) called the Watershed Ecosystem Forum (WEF) meeting to order at 4:00 p.m. Co-Chair Upthegrove asked for introductions to establish quorum.

II) Public Comment

Michelle Clark shared King County Flood Control District has applied for awards from The National Association of Flood and Stormwater Management Agencies (NAFSMA) surrounding work done at Lower Russell Road will report back to share the results.

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Noel Gilbrough shared his concern with talk of a policy to require professionals for plantings on projects in WRIA 9. This would make it difficult for their organization to get volunteers on the ground and feels that is important work in the watershed. Matt thanked him for the input and shared this is all part of an ongoing discussion.

III) Consent Agenda

The May 9, 2024, WEF meeting summary was discussed, Co-Chair Upthegrove asked Forum members if there were any revisions to the meeting summary prior to requesting a motion to approve the WEF meeting summary.

Chris Searcy, City of Enumclaw, moved to approve the meeting summary and CM Upthegrove, King County, seconded.

Action: WEF approved meeting summary for May 9, 2024 WEF meeting.

IV) Salmon Recovery Manager Report – Matt Goehring, WRIA 9 Salmon Recovery Manager

Matt provided an update to the Forum on the Cooperative Watershed Management (CWM) grant round. The CWM grant awards recommended for approval by the Forum were approved on July 9th. This will bring \$4.2 million aimed at salmon health and habitat to WRIA 9. Projects will come under contract soon and are authorized to begin spending on those projects now. Matt thanked all those involved in the WRIA 9 grant round process.

Matt shared his experience at Puget Sound Day on the Hill in DC. This was a great opportunity to thank congressional members for their work and share WRIA 9 legislative priorities including permitting challenges and the work around Howard A. Hanson Dam. The USACE has released an RFP for design and construction of the fish passage facility and are expected to award the contract for pre-construction services in mid-October with the expectation to have 65% design review completed in November of this year. Matt will be working with Tacoma Water and USACE to provide a briefing update to the Forum in early 2025.

Matt shared information on the lower Green River visioning project that is partnered by King County and King County Flood Control District. This project is aimed at supporting a development of unified vision across the lower Green corridor intended to advance multi-benefit outcomes. Matt, along with staff from City of Tukwila, Renton, and King County have participated in meetings to provide feedback aimed at supporting a holistic vision and joint planning in jurisdictions across the whole lower Green River belt to attain this vision.

Discussion:

Noel Gilbrough asked if the WRIA 9 group would get a look at the design the USACE is planning on developing? Matt shared it is part of what they are going to ask to discuss and will provide a heads up to this group if that is shared.

V) Salmon Recovery Funding Board Grant Update – Suzanna Smith, WRIA 9 Habitat Projects Coordinator

Suzanna provided an update on the Salmon Recovery Funding Board (SRFB) review process on the four projects recommended for SRFB and PSAR funding sources this year.

After reviewing materials and conducting site visits, the SRFB review panel submits comments on the online portal. Both Auburn Narrows and Newaukum Creek projects received “Needs More Information” (NMI) statuses, but those statuses have been cleared and projects are cleared for funding. Both NE Auburn Creek Rehabilitation and NE Auburn Creek Riparian project (alternate) received “Project of Concern” (POC) statuses. NE Auburn Creek rehabilitation project has received a “conditioned” final status that requires additional SRFB review at the time of final design to be cleared for funding. NE Auburn Creek Riparian

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project was unable to clear POC status, so WRIA 9 withdrew funding, which is inconsequential since it was an alternate.

Discussion:

CM Upthegrove asked how common projects of concern labels are? Suzanna shared they are more common more recently and they are presented more particularly in urban watersheds around the cost benefit criteria SRFB uses.

VI) 2025 Budget and Work Plan – Matt Goehring, WRIA 9 Salmon Recovery Manager

Matt presented the proposed 2025 budget which contains a reference column of this year's approved budget (2024) and two alternatives for consideration for the 2025 budget. Alternative 1 is a proposed budget of \$894,767 – “status quo” – this would be the same as this year except for the 3.1% CPI-W increase. Alternative 2, which is the staff recommendation, includes the consideration of moving the Miller Walker program into contract with a willing nonprofit/NGO to manage. Miller Walker program partners have discussed this (City of Burien, City of Normandy Park, City of SeaTac, and The Port of Seattle), and support this arrangement as a 1-year pilot to prove the level of services can be maintained by the selected NGO. The WRIA would keep up to 10% of the program funding to management and support the contract with selected NGO. Alternative 2 is more consistent with the staffing levels across WRIAs 7 and 8, which already have a full-time technical coordinator, and would benefit WRIA 9 by allowing more focus on implementation of the adaptive management plan and addressing data gaps in the watershed. The difference in revenue between Alternatives 1 and 2 would create two different projected carry forward amounts with a difference of about \$58,000.

Lastly, Matt shared updated cost shares associated with the ILA which comes out to \$606,781 for 2025. The ILA outlines cost shares are to be updated every 3 years by an average of each jurisdictions relative proportion of population in the watershed, assessed value, and land area.

Matt shared the draft 2025 work plan. The big piece for 2025 beyond the normal items is updating and executing the ILA by the end of 2025. Other main points of the work plan focus on regional salmon recovery, outreach and strategic partnerships, capital project and program coordination/implementation, and stewardship. Another point of note, if the preferred budget alternative is approved and the technical coordinator is made a full-time position there can be more progress in the monitoring and adaptive management plan and in developing a timeline and work program to space updates out on a 5-year time scale.

Discussion:

Mike Perfetti asked where the money for the Miller Walker program comes from? Matt clarified that has its own technical services agreement and it is a separate annual agreement with cost shares split between participating members.

CM Upthegrove asked what elements of the work program are driven by state funding and which by local ILA funding? Matt clarified participation in regional salmon recovery along with leading the Watershed Ecosystem Forum are state requirements under RCO. In terms of local funding, WRIA 9 is running a large grant round and most of it is because of local CWM funding. The monitoring and adaptive management program is a requirement to be looked at by the state but not many other organizations have an adaptive management plan like WRIA 9 does. Lastly, there is no state requirement for stewardship and the idea of basin stewardship was started at King County.

Mike Perfetti asked if there is a target percentage that should be kept in carry forward funds? Matt clarified the Forum approved a target carry forward balance of up to 10% of the annual operating budget. Right now the Forum is carrying a much bigger one and are looking into how to spend it down. This is where the idea

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to partially fund the Duwamish Basin Steward in a similar level to the Lower Green River Basin Steward originated.

Chris Searcy, City of Enumclaw, moved to approve the recommended 2025 budget and staff work plan. CM Upthegrove, King County, seconded.

Action: WEF approved the recommended 2025 WRIA 9 budget and work plan.

VII) 2026-2035 Interlocal Agreement - Matt Goehring, WRIA 9 Salmon Recovery Manager

Matt presented the update schedule and draft version of the 2026-2035 ILA. The Management Committee reviewed this draft and feedback was given to avoid substantive changes, reduce redundancies with operating guidelines, and improve alignment across WRIAs. A few changes of note feature the change from “local” governments to “eligible” governments in the wording to open membership up to a broader potential group if there is interest. Additionally, a change to when budgets should be approved from September 1st to October 1st. This is a change that will provide WRIAs 7 & 8 the opportunity to have a more aligned meeting and approval schedule.

The schedule presented today will kick off the Forum draft review window that will remain open for comments until September 20th. There will be one or two meetings scheduled for attorneys from jurisdictions to meet with King County should they have any questions. From there, it will be ready for Forum approval at the November 14th meeting. If approved there, individual city council approvals will be scheduled throughout 2025 with the new ILA taking effect in January 2026.

CM Assefa-Dawson, City of Federal Way, moved to approve the 2026-2035 ILA review process and timeline. Martha Neuman, City of Seattle, seconded.

Action: WEF approved the recommended ILA review process and timeline.

VIII) Stewardship Engagement & Learning Grant Program – Suzanna Smith, WRIA 9, Kelly Steffen, Environmental Learning Center, and Bianca Perla, Vashon Nature Center

Suzanna provided an introduction on the SEaL program as part of the WRIA 9 grant program, which formed to provide meaningful focused outreach, learning opportunities, and environmental stewardship with an emphasis on salmon recovery. This program is designed to support partner growth under a 3-year period

Kelly Steffen from the Environmental Science Center (ESC) shared information on the Environmental Heroes program. Environmental Heroes uses experiential learning techniques to increase awareness and knowledge of watershed and salmon issues to students in K- 8 and promote actions community members can take. Salmon Heroes runs every fall and is designed to reach students in grades 4-8 across 60 classrooms each year. It starts off with introductory lesson in the classroom, then a 3-hour field experience at a variety of locations in the Green-Duwamish Watershed and is finished with a final lesson for students to brainstorm solutions and present those to their classmates. Beach Heroes targets students in grades K-3 and is a 2-part program. It starts with a classroom lesson in the spring on how to use field journals and introduce students to animals they might find at a low tide beach walk, then is followed by a 2-hour beach walk. These programs offer priority registration and bus subsidies for low-income schools, outdoor gear to borrow (boots, wheelchairs) live instruction in English and Spanish as well as written content in 8 languages, and an indigenous land acknowledgement to start all programs.

Bianca Perla shared information on BeachNET which is a program facilitated through the Vashon Nature Center. This program uses standard monitoring techniques to monitor restoration at Vashon Island beaches and kelp sites and provides information to community members about how important shorelines are. The Vashon Nature Center has forage fish surveys for volunteers to join on the beach and take samples, high school

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summer interns that work on statewide kelp imitative surveys, and the Vashon Island School District program that allows high schoolers to do community science while becoming mentors for first grade beach programs. Since 2024 started the Vashon Nature Center has facilitated 280 hours of volunteer work. Challenges they face are transportation for schools and youth groups to get out to the island and adult volunteer drop off after COVID. Their hope for future programs is to engage diverse adult volunteer corps, increase urban youth programs, and get more outreach out there.

Discussion: Matt shared his experience in watching the Salmon Heroes program and how awesome it is to see energy and enthusiasm among the kids in the programs and commended their efforts to maintain the program through the pandemic.

CM Upthegrove asked where else do grant funds for ESC normally come from? Is there anything WRIA 9 can do to be a better partner? Kelly clarified they get funding from WRIs 8 and 9, KCD, as well as EPA, NOAA, and Port of Seattle in the past. Kelly shared her appreciation to WRIA 9 and shared the SEaL program has been a great program so far.

CM Assefa-Dawson asked how can partners encourage schools not involved yet to get involved in the process? Kelly shared there is a list of participating schools on their website.

IX) Wrap Up/Next Steps – *Matt Goehring, WRIA 9 Salmon Recovery Manager*

- Matt will send ILA partners information summarizing the ILA review process and timeline and a draft version of the ILA to share with attorneys for review.
- Matt will work on draft legislative priorities to be brought for review at the next meeting.

X) Adjourn: Co-chair Upthegrove thanked everyone for attending and is looking forward to joining everyone at the next meeting on November 14, 2024, at 4:00 p.m.

The meeting adjourned at 6:00 p.m.

INTERLOCAL AGREEMENT

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

PREAMBLE

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

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

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

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

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and since amended/updated in 2021 ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

WHEREAS, the Parties took formal action in 2005-~~and~~/2006 and 2021/2022 to ratify the **Salmon Habitat Plan** and Salmon Habitat Plan Update, and

WHEREAS, the Parties have participated in an extension of the 2001-2005 Interlocal Agreement ~~and~~ an Interlocal Agreement for the years 2001-2005, 2007-2015, and 2016-2025 in implementing the **Salmon Habitat Plan**; and

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

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

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

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

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

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

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

WHEREAS, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound ~~to health and sustain that health by 2020~~; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the **Salmon Habitat Plan**; and

WHEREAS, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

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

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

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

MUTUAL CONVENANTS AND AGREEMENTS

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

1.1 **ELIGIBLE COUNTY AND CITY GOVERNMENTS:** The ~~local governments/entities~~ eligible for participation in this Agreement as parties are state, local, and tribal governments, state and local agencies, and special purpose districts within WRIA 9 including: King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any other interested public agencies and tribes newly incorporated city that lies fully or partially within the boundaries of WRIA 9.

1.2 **WRIA 9 ILA PARTIES:** The **Parties to the WRIA 9 Interlocal Agreement (“Party” or “Parties”)** are the Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the **WRIA 9 Watershed Ecosystem Forum**.

Commented [A1]: This would expand eligibility to special purpose districts and/or tribes if there was interest.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The *WRIA 9 Watershed Ecosystem Forum* referred to herein is the cooperative body comprised of the designated representatives of the *WRIA 9 ILA Parties* and a balance of ~~Stakeholders representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the *Salmon Habitat Plan*.~~ The *WRIA 9 Watershed Ecosystem Forum* shall be an advisory body responsible for making recommendations for implementing the *Salmon Habitat Plan* including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)* is the plan developed by the *WRIA 9 Watershed Ecosystem Forum* and ratified by all ~~WRIA 9 ILA Parties of the parties to an interlocal agreement~~ for its development and implementation. The *Salmon Habitat Plan* recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the *Salmon Habitat Plan* are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The *Salmon Habitat Plan* constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the *Management Committee* are chosen by the *WRIA 9 ILA Parties*, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *WRIA 9 ILA Parties'* behalf.
- 1.6 **SERVICE PROVIDER:** The *Service Provider*, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the *WRIA 9 ILA Parties*, in exchange for payment. The *Service Provider* may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 9 ILA Parties* as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, and may include but is not limited to environmental and business interests.

Commented [MG2]: This agreement defines the Fiscal Agent as King County. I suggest the Parties have the option of changing the Fiscal Agent in a similar fashion to the Service Providers.

Commented [MG3R2]: KC Response: By statute the fiscal agent must be a city or county treasurer. The County's strong preference is to retain this position as the current service provider. Please let us know if a meeting is needed to discuss this provision.

2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a funding mechanism and governance ~~and funding structures~~ for jointly implementing and adaptively managing the **Salmon Habitat Plan**.
 - 2.2 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 9, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local stakeholders to annually recommend WRIA 9 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 9 in the Puget Sound region and state wide salmon recovery forums.
 - 2.22.3 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
 - 2.3 ~~To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.~~
 - 2.4 ~~To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and salmon habitat.~~
 - 2.52.4 To provide information for **WRIA 9 ILA Parties** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
 - 2.62.5 To develop and articulate WRIA-based positions and take actions on key issues during the policies, legislation, and project proposals that may impact implementation of the **Salmon Habitat Plan**.
 - 2.72.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
 - 2.82.7 To provide a venue for the ongoing participation of citizens residents community members and other stakeholders ~~in salmon recovery and other watershed efforts and~~ to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act ~~listed species~~ response efforts ~~by local governments and in accordance with~~ **the Salmon Habitat Plan**.
 - 2.92.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.
 - 2.102.9 To provide a mechanism for implementing other multiple benefit habitat, stormwater, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 9 ILA Parties** and or **Watershed Ecosystem Forum**.

Commented [A4]: Below edits are intended to clean-up, improve organization, and eliminate redundancies in this section. Not intended to fundamentally change anything.

Commented [GM5]: Suggest "community members"; "residents" might be too narrowly construed (like citizens).

~~2.11 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.~~

~~2.12.10~~ To ~~annually~~ periodically recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.

~~2.13.11~~ To provide a framework for cooperating and coordinating among the ~~Parties~~ Parties on issues relating to WRIA 9 to meet the requirement of a commitment by any ~~Party~~ Party to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such ~~Party~~ Party to this Agreement.

~~2.14 To provide a mechanism to approve and support, through resources and funding from grant sources or other means, implementation of restoration and protection projects and programs.~~

~~2.14 To provide a mechanism for on-going monitoring and adaptive management of the Salmon Habitat Plan as defined in the Plan and agreed to by the WRIA 9 ILA Parties and Watershed Ecosystem Forum.~~

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the ~~eligible~~ Eligible local governments ~~Governments~~ within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each ~~Party~~ local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the ~~Parties~~ Parties may agree to in writing with such extension being effective upon its execution by at least five (5) of the ~~eligible~~ Eligible local g ~~Governments~~ within WRIA 9 representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those ~~Parties~~ Parties executing the extension.

4. **ORGANIZATION AND MEMBERSHIP.** The ~~Parties to this Agreement~~ Parties serve as the formal governance structure for carrying out the purposes of this Agreement.

4.1 Each ~~Party to this Agreement~~ Party except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ~~WRIA 9~~ WRIA 9

Watershed Ecosystem Forum. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position. Party representatives shall be responsible for maintaining the Party's status as an active party by attending WRIA 9 Watershed Ecosystem Forum meetings. A Party representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum under Section 5.

Commented [MG6]: Added to address comment re: active party.

4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the **WRIA-9 ILA-Parties** shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **WRIA-9 ILA Parties**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as the executive subcommittee of the **WRIA-9 ILA Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **WRIA-9 ILA Parties** for action, consistent with other subsections of this section. The appointed representatives of the WRIA-9 ILA Parties shall consider new appointments or reappointments to the Management Committee every two years following its initial appointments.

Commented [A7]: Suggest this level of detail is not needed in the ILA. Our operating guidelines state appointments will be made every 2 years. Corresponding term length is not identified in the ILA for Forum Co-Chairs.

4.3 The services cost-shared under this agreement shall be provided to the **WRIA-9 ILA Parties** and the **Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **WRIA-9 ILA Parties**, pursuant to the voting provisions of Section 5-b. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **WRIA-9 Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 A subset of the **Parties** to this Agreement, at such subset's sole cost, may purchase and cost share services from the **Service Provider** in addition to the

annual cost-shared services agreed to by all **Parties** pursuant to Section 4.3 herein.

4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, the subset of **Parties** requesting additional services pursuant to Section 4.3.1, and the Chair of the **WRIA 9 Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the **Parties to this Agreement**.

4.4 The ~~WRIA 9 ILA Parties~~ by ~~September-October 1~~ of each year shall establish and approve an annual budget and work plan that provides for the level of funding and total resource obligations of the **Parties** for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each ~~Party to this Agreement~~, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the **WRIA 9 Management Committee**. Individual ~~Party~~ cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such **Party** to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the **Management Committee**, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other **Parties**.

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

4.5 The ~~WRIA 9 ILA Parties~~ shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The ~~WRIA 9 ILA Parties~~ shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each **Party** or obtained from other sources in accordance with the approved annual work program.

4.6 The ~~WRIA 9 ILA Parties~~ shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.

Commented [MG8]: Clarify that these additional services will be provided and paid for pursuant to a written agreement between the subset and the Service Provider.

Commented [GM9]: Aligns timelines between WRIA 7, 8, and 9. No impact on WRIA 9 schedule as budget approved at August meeting.

4.7 The **Parties to the ~~WRIA 9 Interlocal Agreement~~** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.

4.8 The **WRIA 9 ILA Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **WRIA 9 ILA Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties**. If unanimous agreement of ~~members~~ **Parties** cannot be reached then the **Parties** to this agreement may reach consensus by a majority recommendation with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below.

5.4 **5.1.1** ~~No action or binding decision will be taken by the Watershed Ecosystem Forum without the presence of a quorum of active Parties, as specified in Section 4.1. A quorum exists if a majority of the active Parties' representatives are present at the Watershed Ecosystem Forum meeting, provided that positions left inactive on the Watershed Ecosystem Forum by Parties shall not be included in calculating the quorum.~~

5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Parties to the ~~WRIA 9 Interlocal Agreement~~**, the **WRIA 9 ILA Parties** shall take action on a dual-majority basis, as follows:

5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 9 Watershed Ecosystem Forum** action.

5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **Parties** shall be determined by the percentage of the annual contribution made by each **Party** as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the **active Parties to this Agreement** and by a majority of the weighted votes of the **active Parties to this Agreement**.

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

Commented [MG10]: WRIA 8 requires "active" members - not sure why the difference between the two.

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

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

- 7.1 Each **Party** shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the ~~WRIA-9-ILA Parties under this Agreement~~, including all such obligations related to the ~~WRIA-9-ILA Parties~~ and ~~WRIA-9 Watershed Ecosystem Forum~~ funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated

that separate actions by the legislative bodies of the **Parties** will be necessary from time to time in order to carry out these obligations.

7.2 The maximum funding responsibilities imposed upon the **Parties** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.

7.3 No later than ~~September-October~~ 1 of each year of this Agreement, the **WRIA 9-ILA Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual ~~parties-Parties~~ for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The **Parties** shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. **Parties** may elect to secure grant funding to meet their individual obligations.

7.4 Funds collected from the **Parties** or other sources on behalf of the **WRIA-9-ILA Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the ~~WRIA-9-ILA Parties~~ pursuant to rules and procedures established and agreed to by the **WRIA-9-ILA Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.

7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** ~~An Eligible Government county or city government in King County lying wholly or partially within the management area of or with a major interest in WRIA 9 which has not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all the Parties to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the WRIA-9-ILA Parties shall not apply to this section. The Parties of the Agreement and any governments seeking to become a Party shall jointly determine the terms and conditions under which a government may become a new Party. The terms and conditions shall include payment of an amount by the new Party to the WRIA 9 Fiscal Agent. The amount of payment is determined jointly by the existing WRIA-9-ILA Parties and the new Party. The payment of the new Party is to be a fair and proportionate share of all costs associated with activities undertaken by the WRIA-9-ILA Parties as of the date the government becomes a new Party. Any government that becomes a Party pursuant to this section shall thereby assume the general rights and responsibilities of all other Parties.~~

9. **TERMINATION.**

9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to ~~only meet~~ only their respective share of the obligations of the ~~WRIA-9-ILA Parties~~ as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the **Parties** pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing **Party** if such **Party** can be identified, and if the **Party** cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by ~~federal law as governing to tribes and~~ state law as to ~~all other Parties city and county governments, and federal law as governing to tribes~~, and for the limited purposes set forth in this Agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party** to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either **Party** incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible **Party** to the extent of that **Party's** culpability. The provisions of this Section shall survive and continue to be applicable to **Parties** exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with regard to

any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.

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

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

Approved as to form:

CITY OF ALGONA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Green/Duwamish & Central Puget Sound Watershed 2025 Legislative Priorities

WASHINGTON STATE 2025-27 BUDGET PRIORITIES

CAPITAL BUDGET

\$125 Million – Salmon Recovery Funding Board (*Recreation & Conservation Office*)

Foundation of statewide salmon recovery efforts. Supports implementation of watershed-based salmon recovery plans and half of operating costs for the Lead Entity Program.

\$110 Million – Puget Sound Acquisition & Restoration (*Recreation & Conservation Office*)

Biennial investments in both locally and regionally significant salmon habitat projects within Puget Sound watersheds. It also provides Lead Entity program funding for coordinating salmon recovery efforts.

\$77 Million – Brian Abbott Fish Barrier Removal Board (*Recreation & Conservation Office*)

State-wide removal of identified and prioritized fish passage barriers.

\$25 Million – SRFB Riparian Program (*Recreation & Conservation Office*)

Enhance salmon recovery by accelerating protection and restoration of riparian habitats.

\$84 Million – Floodplains by Design (*Department of Ecology*)

State-wide multi-benefit floodplain projects around the state that enhance salmon habitat and protect public health and safety.

\$80 Million – Stormwater Financial Assistance (*Department of Ecology*)

Financing for local government sponsored stormwater retrofit projects that treat polluted stormwater in priority areas.

\$30 Million – Riparian Buffer Incentive Program (*Department of Ecology*)

Riparian protection and restoration grants to accelerate riparian buffer establishment (state match for new EPA grant).

\$27.5 Million – Estuary and Salmon Restoration Program (*Department of Fish & Wildlife*)

Nearshore ecosystem restoration and protection grant program within Puget Sound.

OPERATING BUDGET

\$8.9 Million – Reduce Toxic Tire Chemical Exposure (*Department of Ecology*)

Supports continuation of work needed to identify effective stormwater treatments, find safer alternatives, monitor the environment, and develop analytical methodology.

\$1.1 Million – Accelerate Floodplain Resilience (*Department of Ecology*)

Provides additional staffing resources to accelerate construction of salmon projects under the National Flood Insurance Program by supporting updates to flood risk maps and providing technical support to communities.

Green/Duwamish & Central Puget Sound Watershed 2025 Legislative Priorities

WASHINGTON STATE POLICY PRIORITIES

Streamline Regulatory Review and Permitting for Salmon Habitat Restoration

Expand investments in innovative approaches to streamline regulatory review and permitting to reduce barriers and accelerate project implementation. Extend the pilot Habitat Recovery Pilot Program which is set to sunset in June 2025.

Improve Regulatory Habitat Protections and Conservation Incentives

Habitat protection is fundamental to long-term watershed restoration efforts to ensure ongoing development pressures do not undermine restoration efforts. Building on previous legislative initiatives around riparian buffer protections, the concept of “net ecological gain,” and integrating salmon recovery into the Growth Management Act provides opportunity to address previous stakeholder concerns and improve the regulatory frameworks for protecting and restoring salmon habitat.

Mitigate Impacts of Climate Change on Salmon

Salmon recovery projects support climate resilient watersheds that benefit local communities. Funding requests from the Climate Commitment Act/Natural Climate Solutions Account (RCW 70A.65.270) – if upheld – should continue to support implementation of priority salmon habitat protection and restoration programs.



Green/Duwamish & Central Puget Sound Watershed 2025 Legislative Priorities

FEDERAL BUDGET PRIORITIES – Fiscal Year 2026

Downstream fish passage facility at Howard A. Hanson Dam (HAHD)

Support necessary funding for the U.S. Army Corps to ensure design and construction remains on track for the 2030 deadline. Salmon reintroduction into the upper watershed is essential for recovery efforts in the Green/Duwamish Watershed. Fish passage at HAHD will restore access to more than 100 miles of salmon spawning and rearing habitat and represents one of the single largest potential habitat gains for Puget Sound Chinook salmon and southern resident orca whale recovery.

Federal salmon and Puget Sound Recovery Funding Programs

Federal programs play a key role in helping Washington fund implementation of recovery plans and complements other state initiatives to improve salmon habitat.

- **\$110 million - Pacific Coastal Salmon Recovery Fund (PCSRF)** in the Departments of Commerce and Justice, Science, and Related Agencies Appropriations Bill. PCSRF supports state and tribal recovery efforts for Pacific salmon and steelhead in California, Oregon, Washington, Idaho, and Alaska. The PCSRF program is the primary federal funding for salmon recovery and supports annual grants for priority salmon habitat protection and restoration projects.
- **\$57 million - Puget Sound Geographic Program funds** in the U.S. Environmental Protection Agency budget. The program funds local and regional Puget Sound recovery efforts (e.g., Marine Resources Committees) and supports innovative approaches to addressing stormwater, habitat, shellfish, flooding, water quality and quantity, and endangered species recovery.
- **\$50 million – National Estuary Program** funds supports core funding for 26 estuary restoration programs nationwide, including the Puget Sound Partnership and associated recovery grants.

FEDERAL POLICY PRIORITIES

Streamline National Floodplain Insurance Program (NFIP) Regulatory Review for Salmon Projects

Work with Federal Emergency Management Agency on ways to accelerate projects by reducing the regulatory burden associated with NFIP review – especially those with willing landowners that pose no adverse impact to existing insurable structures. Salmon recovery projects subject to the no-rise analysis requirements experienced an average delay of 17 months and collectively postponed expenditure of \$128.5 million in federal funding. Project delays and redesigns can also jeopardize landowner willingness and increase project costs.

Advance Stormwater Solutions

Federal funding is critical to supporting local governments in implementing stormwater retrofits to address both lethal and sublethal impacts to salmon, including coho mortality events. Advancing research funding and policy changes to address impacts of the tire dust chemical 6PPD-quinone on salmon survival is also needed to ensure long-term viability of salmon in urbanized watersheds. Federal infrastructure funding provides a once in a generation opportunity to effectively address stormwater management.



WATER RESOURCE INVENTORY AREA 9 (WRIA 9) WATERSHED ECOSYSTEM FORUM



Green / Duwamish & Central Puget Sound

Algona
Auburn
Black Diamond
Burien
Covington
Des Moines
Enumclaw
Federal Way
Kent
King County
Maple Valley
Normandy Park
Renton
SeaTac
Seattle
Tacoma
Tukwila

American Rivers
The Boeing Company
Covington Water District
Green/Duwamish Watershed Alliance
Green River Coalition
King Conservation District
King County Flood Control District
Master Builders Association
Mid-Sound Fisheries Enhancement Group
Port of Seattle
Save Habitat and Diversity of Wetlands (SHADOW)
U.S. Army Corps of Engineers
Green-Duwamish Urban Waters Partnership
Washington Department of Ecology
Washington Department of Fish and Wildlife
Washington Department of Natural Resources

November 7, 2024

The Honorable Jay Inslee
Office of the Governor
PO Box 40002
Olympia, WA 98504-0002



Re: Green/Duwamish & Central Puget Sound Watershed (WRIA 9) Watershed Ecosystem Forum 2025 Legislative Priorities

Dear Governor Inslee:

On behalf of the Green/Duwamish & Central Puget Sound Watershed Ecosystem Forum (WRIA 9), we urge your support of the attached legislative priorities. We believe these priorities reflect the bold actions necessary to advance recovery of Puget Sound salmon populations.

First, we want to extend our appreciation for your ongoing commitment to salmon and orca recovery, tribal treaty rights, and restoring the health of Puget Sound. The legislature's support was critical to securing significant increases in salmon recovery funding in recent legislative sessions. Investments in habitat restoration not only support salmon recovery – they support jobs, local economies, tribal treaty fishing rights, flood risk reduction, climate resilience, and open space and recreation.

The state's investments in salmon have enabled significant progress on some of our region's highest priorities. However, funding needs continue to far outpace available funding and salmon populations remain significantly below recovery targets. Lead entities, including WRIA 9, have worked hard to develop technically vetted, shovel-ready capital projects included on the various capital project lists pursuing state funding. As we approach the 2025 legislative session, we need to further elevate the sense of urgency – and funding – behind habitat restoration to meaningfully move the needle on our salmon recovery objectives.

Thank you for your consideration. If you have any questions regarding our legislative priorities or habitat projects, please contact Matt Goehring, WRIA 9 Salmon Recovery Manager, at (206) 263-6826 or mgoehring@kingcounty.gov.

Sincerely,

WATER RESOURCE INVENTORY AREA 9 (WRIA 9) WATERSHED ECOSYSTEM FORUM



Green / Duwamish & Central Puget Sound

Algona
Auburn
Black Diamond
Burien
Covington
Des Moines
Enumclaw
Federal Way
Kent
King County
Maple Valley
Normandy Park
Renton
SeaTac
Seattle
Tacoma
Tukwila

American Rivers
The Boeing Company
Covington Water District
Green/Duwamish Watershed Alliance
Green River Coalition
King Conservation District
King County Flood Control District
Master Builders Association
Mid-Sound Fisheries Enhancement Group
Port of Seattle
Save Habitat and Diversity of Wetlands (SHADOW)
U.S. Army Corps of Engineers
Green-Duwamish Urban Waters Partnership
Washington Department of Ecology
Washington Department of Fish and Wildlife
Washington Department of Natural Resources

November XX, 2023

The Honorable Senator
Maria Cantwell
915 2nd Ave, Suite 3206
Seattle, WA 98174



Re: Green/Duwamish & Central Puget Sound Watershed (WRIA 9) Watershed Ecosystem Forum 2025 Legislative Priorities

Dear Senator Cantwell:

On behalf of the Green/Duwamish & Central Puget Sound (WRIA 9) Watershed Ecosystem Forum, we urge your support for our 2025 legislative priorities. The Forum is comprised of 17 local governments and stakeholder representatives from businesses, community groups, concerned citizens, and state and federal agencies working collaboratively to recover ESA-listed Chinook salmon.

The federal government's partnership is critical to protecting and restoring habitat for the iconic Pacific Northwest salmon. Thanks to your continued support, we have seen unprecedented federal investments in salmon, including significant investments in fish passage at Howard A. Hanson Dam (HAHD). These investments in habitat restoration not only support salmon recovery – they support jobs, local economies, tribal treaty fishing rights, flood risk reduction, climate resilience, and open space and recreation.

We encourage you to build on existing progress and momentum for salmon recovery. In addition to maintaining recent funding levels for the core salmon recovery programs, we urge your continued support to ensure the construction of the downstream fish passage facility at HAHD remains on schedule. This regionally significant project will restore access to over 100 miles of high-quality habitat and is a cornerstone of Puget Sound salmon recovery efforts.

We appreciate the challenges involved in federal policy and budget decisions and applaud your continued leadership. If you have any questions please feel free to contact Matt Goehring, WRIA 9 Salmon Recovery Manager, at (206) 263-6826 or mgoehring@kingcounty.gov.

Sincerely,