

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute the Interlocal Agreement for Governmental Jurisdictions within the Lake Ballinger/McAleer Creek Watershed
DEPARTMENT:	Public Works
PRESENTED BY:	John Featherstone
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

The Lake Ballinger/McAleer Creek Watershed Forum (Forum) was formed to address flooding, water quality, habitat preservation, and restoration issues in the watershed. The City of Shoreline joined the original Forum in 2008, then opted out of Forum membership in 2010 citing financial concerns. In the years since, the Forum has persisted with bringing together other jurisdictions within the watershed and succeeded in identifying issues and developing solutions. The current Forum Interlocal Agreement (ILA) was executed in 2012 and amended four times to extend the term, most recently at the end of 2020 to extend the term of the Forum through the end of 2023. The current (fourth) ILA amendment provides the City an opportunity to rejoin the Forum alongside the neighboring cities of Edmonds, Lake Forest Park, and Mountlake Terrace and participate on collaborative solutions within the McAleer Creek watershed. Tonight, staff is seeking Council authorization to execute the ILA for the Watershed Forum.

RESOURCE/FINANCIAL IMPACT:

The annual cost for administrative support to the Forum totals \$1,600 and is split evenly between the signatory jurisdictions. As Edmonds, Lake Forest Park and Mountlake Terrace have already signed the amendment, there would be four signatories if the City signs the ILA. Snohomish County has expressed interest in joining the Forum via the current amendment as a possible fifth signatory. The annual cost to the City for Forum membership will be \$400 if there are four signatories, or \$320 for five signatories. The City’s Forum membership will be funded by the Surface Water Management Fund.

RECOMMENDATION

Staff recommends the Council authorize the City Manager to join the Forum and execute the current Interlocal Agreement for the Government Jurisdictions within the Lake Ballinger/McAleer Creek Watershed, including the four amendments.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The Lake Ballinger/McAleer Creek watershed is approximately eight square miles in area and defined as the waters draining to Lake Washington consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek, and their tributaries. The watershed overlaps the jurisdictions of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, Shoreline, and Snohomish County.

The portion of the McAleer Creek watershed within Shoreline is two square miles (1,377 acres), making up 26 percent of overall Forum watershed and 17 percent of the total area of the City. Roughly half of the portion of the McAleer Creek watershed within the City drains to Lake Ballinger via Echo Lake or other drainage flow paths; the remaining half of the City's McAleer Creek drainage is located along the eastern edge of the City draining to the McAleer Creek channel downstream of Lake Ballinger within Shoreline and Lake Forest Park.

The McAleer Creek Basin Plan, completed by the City in 2015 (<https://www.shorelinewa.gov/home/showpublisheddocument?id=22531>), assessed the natural and built infrastructure in the City's portion of the basin and made recommendations for correcting existing issues and minimizing potential future problems. Specific recommendations made by the basin plan included a need to evaluate water quality conditions and potential improvements for Echo Lake and a need to evaluate drainage conditions on the City's eastern boundary.

The two water bodies of Echo Lake, within the City, and Lake Ballinger, within Edmonds and Mountlake Terrace, are hydrologically connected, with Echo Lake draining to Lake Ballinger. As small, swimmable natural lakes within urbanized areas, the lakes experience many of the same issues, including loss of habitat, bacterial contamination and over-nutrication, which lead to algal blooms. The City is currently working on multiple programs and initiatives to improve water quality within Echo Lake.

The portion of the McAleer Creek main stem that passes through the northeastern part of the City is the only stream within the City featuring well-documented usage by multiple salmonid species. According to the Washington Department of Fish and Wildlife [SalmonScape map](#), which was accessed on December 24, 2020, McAleer Creek within Shoreline exhibits Fall Chinook presence, Coho spawning, and Winter Steelhead presence. With the City in 2019 having become the first Salmon-Safe Certified City in Washington State, protection and enhancement of McAleer Creek takes on special significance.

Effective surface water management requires coordination on a watershed level. Within the McAleer Creek watershed, the City's efforts to protect and improve water quality within Echo Lake and McAleer Creek and other priority needs within the Basin contribute to and are in turn supported by the Forum's goals. Working collaboratively with neighboring jurisdictions within the structure of the Forum is expected to potentially provide other benefits, such as enhanced communication on other issues including those within the Lyon Creek watershed, which shares some of the same jurisdictions as McAleer Creek.

DISCUSSION

Currently, the Cities of Edmonds, Lake Forest Park and Mountlake Terrace are signatories to the Forum agreement with Shoreline, Lynnwood, and the Washington State Department of Ecology actively attending and participating in Forum meetings.

The current Lake Ballinger/McAleer Creek Watershed Forum ILA was executed in 2012 and extended four times by amendments, including most recently by Edmonds, Lake Forest Park and Mountlake Terrace signing the fourth amendment to extend the term of the Forum to December 31, 2023. Snohomish County has expressed interest in joining the Forum via the current amendment as a possible fifth signatory and the City of Lynnwood is expected to continue as a non-voting participant. The ILA provides a mechanism to fund the administrative operations of the Forum, with Mountlake Terrace providing the administrative support and other members reimbursing Mountlake Terrace for their proportionate costs. The ILA also provides the ability for the Forum to undertake specific projects or efforts and share the costs proportionally.

Participation in quarterly Forum meetings as a voting member requires attendance of a City Councilmember. If Council authorizes the City Manager to join the Forum and execute the ILA, the City Manager will work with the Mayor to identify a Councilmember as the primary City representative for the Forum. City attendance of and participation in Forum meetings and other needs will be supported by the Surface Water Utility Manager position or delegated staff.

ALTERNATIVES ANALYSIS

Alternatives considered include:

- Not attend Forum meetings at all, which would result in a loss of opportunities to be aware of potential partnership and collaboration with neighboring jurisdictions within the McAleer Creek basin. This alternative is not recommended by staff.
- Not to join this agreement but attend Forum meetings as a non-voting member, which is currently the City's status. This alternative would result in the City continuing to be unrepresented as a voting member on the Forum and being unable to work within the Forum framework to improve water quality and address flooding issues within the McAleer Creek watershed. This alternative is not recommended by staff.
- Join this agreement as a full member. This would result in the City representation on the Forum as a voting member and add the ability to fully work as a true partner with neighboring jurisdictions within the Forum framework to improve water quality and address flooding issues within the McAleer Creek watershed. A Councilmember will be needed to represent the City at the Forum. This alternative is recommended by staff.

STAKEHOLDER OUTREACH

Forum quarterly meetings are open to the public and are currently advertised on the websites, calendars, and social media of other member jurisdictions. As a member, the City would also begin to advertise Forum meeting via websites and social media. Area

residents regularly attend these meetings and participate in shaping the priorities of the Forum.

COUNCIL GOAL(S) ADDRESSED

Participation in and support of the Forum supports City Council's commitment to "stewardship of the natural environment" as stated in Council Goal No. 2.

RESOURCE/FINANCIAL IMPACT

The annual cost for administrative support to the Forum totals \$1,600 and is split evenly between the signatory jurisdictions. As Edmonds, Lake Forest Park and Mountlake Terrace have already signed the amendment, there would be four signatories if the City signs the ILA. Snohomish County has expressed interest in joining the Forum via the current amendment as a possible fifth signatory. The annual cost to the City for Forum membership will be \$400 if there are four signatories, or \$320 for five signatories. The City's Forum membership will be funded by the Surface Water Management Fund.

RECOMMENDATION

Staff recommends the Council authorize the City Manager to join the Forum and execute the current Interlocal Agreement for the Government Jurisdictions within the Lake Ballinger/McAleer Creek Watershed, including the four amendments.

ATTACHMENTS

Attachment A: 4th Amendment to Lake Ballinger/McAleer Creek Forum

Attachment B: 2012 Ballinger Forum Interlocal Agreement and Amendments 1, 2, and 3

**Fourth Amendment to Interlocal Agreement
For Governmental Jurisdictions within the
Lake Ballinger/McAler Creek Watershed
Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County**

The Interlocal Agreement for Governmental Jurisdiction within the Lake Ballinger/McAler Creek Watershed (“ILA”) was entered into in 2008; a First Amendment, Second Amendment, and Third Amendment were subsequently entered into. Together, the ILA and the three prior amendments thereto shall be referred to as the Agreement. **This Fourth Amendment to the Agreement** (“Fourth Amendment”) is entered into by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington.

RECITALS

WHEREAS, the Agreement, expires on December 31, 2020; and

WHEREAS, The Agreement, by its terms, may be extended for such additional terms as the *Member Jurisdictions* may agree in writing; and

WHEREAS, the *Member Jurisdictions* desire to extend the Agreement for an additional three-year term commencing January 1, 2021 through December 31, 2023 (“extended term”); and

WHEREAS, the *Member Jurisdictions* desire to provide for a replacement of Exhibit C2 (“Capital Improvement Plan”), Exhibit D3 (“Operating Fund Allocations”), and Exhibit E3 (“Service Provider Operating Fund Allocations”) for the extended term; and

WHEREAS, the *Member Jurisdictions* desire to amend the Agreement on the terms and conditions set forth in this Fourth Amendment.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the *Member Jurisdictions* agree to amend the Agreement as follows:

Section 1. Defined Terms. All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Agreement, unless expressly provided otherwise in this Fourth Amendment.

Section 2. Extension of Term. The *Member Jurisdictions* acknowledge and agree that the term of the Agreement shall be extended by an additional three-year term, commencing

January 1, 2021 and remain in effect through December 31, 2023 (“New Term”), unless terminated earlier pursuant to the provisions in the Agreement.

Section 3. Replacement of Exhibit C1, Exhibit D3 and Exhibit E3. **Member Jurisdictions** acknowledge and agree that Exhibit C1, Exhibit D3 and Exhibit E3 to the Agreement shall be replaced respectively with new Exhibits, Exhibit C2 (Capital Improvement Plan), Exhibit D4 (“Operating Fund Allocations”) and Exhibit E4 (“Service Provider Operating Fund Allocations”), which are attached hereto and incorporated by reference.

Section 4. Method and Duty to File Fourth Amendment. **Member Jurisdictions** shall, upon execution of this Fourth Amendment to the Agreement, post this Fourth Amendment on its official website in accordance with RCW 39.34.040 and RCW 39.34.200.

Section 5. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Fourth Amendment.

Section 6. Conflict; No Further Modification. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall prevail.

Section 7. Remaining Terms of Agreement. Except as specifically set forth in this Fourth Amendment, all other terms and conditions of the Agreement and Exhibits shall remain unmodified and in full force and effect.

Section 8. Effective Date of Amendment. This Fourth Amendment shall become effective upon the day the second **Member Jurisdiction** executes this Amendment, as authorized by each jurisdiction’s legislative body.

Section 9. Terminating Section - replaced by Section 2, Extension of Term.

IN WITNESS WHEREOF, the *Member Jurisdictions* hereto have executed this Fourth Amendment on the dates indicated below:

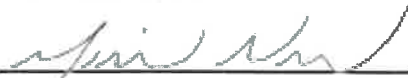
Approved as to Form:

By: 

Title: City Attorney

Date: 11/10/2020


CITY OF EDMONDS

By: 

Title: Mayor

Date: 11/10/2020

Approved as to Form:

By: 

Title: City Attorney

Date: 11/04/2020

CITY OF LAKE FOREST PARK

By: 

Title: Mayor

Date: 10/22/2020

Approved as to Form:

By: 

Title: City Attorney

Date: November 19, 2020

CITY OF MOUNTLAKE TERRACE

By: 

Title: City Manager

Date: November 18, 2020

Approved as to Form:

By: _____

Title: _____

Date: _____

CITY OF LYNNWOOD

By: _____

Title: _____

Date: _____

Approved as to Form:

CITY OF SHORELINE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

SNOHOMISH COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C2

CAPITAL IMPROVEMENT PLAN

Lake Ballinger/McAleeer Creek Watershed Forum Capital Improvement Plan (September 2020)									
Action or Project	Description	Project Information			Goal	Issues	Projected Outcome	Project Status (09/2020)	
		Projected Planning Level Cost	Potential Funding Options	Project Lead Agency					
Lower McAleeer Creek									
Upgrade/Replace Culverts on McAleeer Creek	Enhance and replace 1 culvert at Perkins Way on McAleeer Creek in Lake Forest Park	TBD	Grant	Lake Forest Park	Reduce localized flooding in Lake Forest Park.	Project benefits residents in Lake Forest Park only.	Up to 10 residences in Lake Forest Park would be protected from localized flooding.	Project has not been initiated	
Upper McAleeer Creek/Lake Ballinger/Hall Creek									
Model the Lake Ballinger system from Hall Lake to Lake Washington	Calibrate and consolidate existing modeling information sufficient to develop calibrated hydraulic and hydrologic model for Lake Ballinger for the purpose of determining flooding impacts under various control scenarios during large storm events (for example: and determine flood plain elevations for Hall Creek and Lake Ballinger during a 100-year flood; simulate impacts to LFP property owners if the restricting culvert under 1-5 is modified to allow more flow, weir elevation changes, other scenarios.)	TBD	Grant, Forum	Mountlake Terrace, Edmonds	Answer questions, accurately reflect existing conditions during flood events	Requires H&H model calibration by qualified consultant; cost currently unknown.	Give accurate guidance to cities with development and redevelopment in the affected flood plain.	Lake Ballinger to Lake Washington may be served by 2013 ACE memo. MLT to complete H&H model of Hall Lake to Lake Ballinger in 2021 (cost estimated to be \$200K for MLT portion)	
Ballinger Park Hall Creek Restoration	Develop passive use park, enhance environmentally sensitive areas, create stream meanders, increase stream channel capacity and improve quality of water entering Lake Ballinger.	\$6M	Partnership with USACE	Mountlake Terrace	Improve habitat quality in creek, riparian areas, around ponds. Add boardwalk to protect sensitive areas and provide access. Add educational signs.	Cost	Improved habitat for birds, reptiles, amphibians, and some mammals, fulfills vision of Ballinger Park Master Plan of wilder contemplative side of park	Feasibility study completed (2020). Design/engineering to be completed in 2021, construction to occur in 2022.	
Habitat Inventory	Aquatic life baseline, watershed study	TBD	Grant, Forum	All	Gain understanding of baseline habitat and biological use of Hall Creek, Lake Ballinger, and McAleeer Creek	Cost, difficulty in finding biological indicators that are diagnostic	Useful biological baseline of watershed system.	Project has not been initiated	
Mathay-Ballinger Park Regional Infiltration Facility Project	Green stormwater infrastructure project to treat and infiltrate much of the Edmonds runoff to Lake Ballinger including a major portion of the highly urbanized Highway 99 corridor.	\$3-5 million	Grant/Edmonds	Edmonds	Reduce stormwater impacts on lakes including pollution, temperature and quantity (each to varying degrees).	At planning phase; construction still several years out.	Project is anticipated to reduce pollutants flowing into the lake, help reduce mitigation temperature impact from stormwater sources, and reduce stormwater impacts on the Lake level.	Feasibility study completed; engineering & design to be completed in 2021; construction scheduled for 2022	
Lake Management									
Invasive Weed Control	Manage invasive plant species in Lake Ballinger to promote good water quality, lower temperatures, and encourage a diverse plant community	\$80K	Ecology grant, MLT & Edmonds in-kind contribution of labor and resources	Mountlake Terrace	Implement Integrated Aquatic Plant Control Plan	Cost, particularly ongoing maintenance costs	Improved use of Lake Ballinger for recreation, improved habitat and water quality	Herbicide treatment carried out in 2019, bottom barrier installation completed in 2020	

EXHIBIT D4

OPERATING FUND ALLOCATIONS

Table 1

Service Provider Operating Fund Allocation 2021-2023

Allocation shall be equal percentage for each (current) Member Jurisdiction

Jurisdiction	% of Total Original members	% of Total 5 members	% of Total 4 members	% of Total 3 members
Edmonds	16.67%	20.00%	25.00%	33.33%
Snohomish County*	16.67%	20.00%	25.00%	
Lake Forest Park	16.67%	20.00%	25.00%	33.33%
Mountlake Terrace	16.67%	20.00%	25.00%	33.33%
Lynnwood	16.67%			
Shoreline	16.67%	20.00%		

*Provided however, that Snohomish County, in its discretion and at its election, may provide mutually agreed in-kind contribution of services in lieu of its percentage share of the financial operating fund allocation as set forth in D4 and E4. Snohomish County shall, within thirty (30) days of becoming a *Member Jurisdiction* and no later than September 1 of each calendar year thereafter during the duration of this Agreement or extension thereof shall advise the other *Member Jurisdictions* of its election to provide in-kind contribution of services. In the event Snohomish County elects to provide in-kind contribution of services, the remaining *Member Jurisdictions* shall share equally Snohomish County’s financial operating fund allocation.

EXHIBIT E4

SERVICE PROVIDER OPERATING FUND ALLOCATIONS

Administrative Support Service Provider Needs Listing

The Forum wishes to retain the City of Mountlake Terrace as the Administrative Support Service Provider. The Forum has suggested quarterly meetings at a minimum for the current agreement period with other meetings held as needed. The Service Provider needs listing allows for four quarterly meetings and up to four additional meetings per year.

Duties	Hours per quarter	Hours per year
Manage and update email list for Forum	0.5	2
Edit and send out agenda	1	3
Arrange room reservations and provide materials for meetings	1	4
Take notes at meetings	2	8
Produce minutes for meetings	4.5	18
Maintain Forum records	1	4
Totals	10	40

Additional duties may be added as needs develop.

Provider Support through the City of Mountlake Terrace

Administrative Support for 2021 \$1,600

Administrative Support for 2022 \$1,600

Administrative Support for 2023 \$1,600

This listing assumes services are provided at 10 hours a quarter are allocated for a total of 40 hours for each of the 2021, 2022, and 2023 calendar years. Each Member Jurisdiction's cost percentage of the Administrator Support Provider is listed in Exhibit D4 Table 1.

INTERLOCAL AGREEMENT
for the Governmental Jurisdictions within the Lake Ballinger/McAleer Creek
Watershed Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington. The parties executing this Agreement are located in King and Snohomish Counties, lying wholly or partially within the Watershed Area defined in Section 1.1 below (individually for those executing this Agreement "Member Jurisdiction" and collectively "Member Jurisdictions"). The Member Jurisdictions share interests in and responsibility for addressing long-term watershed planning and conservation and wish to provide for development of various activities and projects therein.

A. MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **WATERSHED AREA:** The *Watershed Area* is defined as those waters draining to Lake Washington through surface and subsurface natural or constructed water conveyance systems consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek and all other known surface and subsurface tributary drainages along with the associated pipe conveyance systems connected to existing surface conveyance as further delineated on the watershed map attached as Exhibit A and collectively known as the Lake Ballinger/McAleer Creek Watershed. Additional tributary drainage areas identified in the future that are not currently listed on Exhibit A may be added to the Exhibit A by amendment of this Agreement.
 - 1.2 **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as *Member Jurisdictions* are Snohomish County, and the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace and Shoreline.
 - 1.3 **MEMBER JURISDICTION:** A *Member Jurisdiction* as referred to herein is a government eligible for participation in this Agreement that has also executed this Agreement.
 - 1.4 **LAKE BALLINGER/McALEER CREEK WATERSHED FORUM:** The *Lake Ballinger/ McAleer Creek Watershed Forum* (hereinafter referred to as the *Forum*) created herein is the governing body responsible for implementing this Agreement and is comprised of designated representatives of *Eligible Jurisdictions* who have authorized the execution of and become *Member Jurisdictions* of this Agreement.
 - 1.5 **STRATEGIC ACTION PLAN:** *The Strategic Action Plan*, as referred to herein, is the plan developed by the Forum and adopted by all Member

Jurisdictions to address water resource issues within the **Watershed Area** as provided in this Agreement. The plan identifies specific actions and projects to address the identified water resource issues and is attached as Exhibit B.

- 1.6 **CAPITAL IMPROVEMENT PLAN:** The **Capital Improvement Plan**, as referred to herein, is the set of projects developed in the **Strategic Action Plan** to address the identified water resource issues. The **Capital Improvement Plan** lists specific projects, estimated costs, proposed funding mechanisms and project lead agency and is attached as Exhibit C.
 - 1.7 **FISCAL AGENT:** The **Fiscal Agent** is the entity designated to perform all accounting and contract management services for the **Forum**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
 - 1.8 **SERVICE PROVIDER(S):** The **Service Provider(s)**, as used herein, means that individual consultant or other entity which provides a service to and for the **Forum** and who is directed to carry out actions as determined or assigned by the **Forum**, including but not limited to, preparation of meeting agendas and minutes, maintaining documents and records, researching federal and state appropriation opportunities, and researching and applying for local, state and federal grants in support of the **Strategic Action Plan** and the **Capital Improvement Plan**.
 - 1.8.1 **Service Provider Operating Fund:** The **Service Provider Operating Fund** is the fund established for activities of the **Service Provider(s)** in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**. The fund budget is set each year by action of the Forum and authorized by budget allocation from each **Member Jurisdiction**.
 - 1.9 **STEERING COMMITTEE and PROJECT SUBCOMMITTEES:** The **Steering Committee** is composed of executive level staff members of each **Member Jurisdiction** who will provide specific guidance to technical level staff on the **Project Subcommittees** for each of the projects identified in the **Capital Improvement Plan** based on policy direction from the Forum.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation of the **Strategic Action Plan** and to share the cost of **Service Provider(s)** to coordinate and provide the services necessary for the successful implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.
 - 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies, federal agencies or other sources to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
 - 2.3 To provide a framework for cooperation and coordination among the member jurisdictions on issues relating to the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.

2.4 To develop and articulate to state and federal legislators, watershed based positions on stormwater management issues, conservation issues, funding or any other issues jointly identified by the **Member Jurisdictions**.

2.5 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 watershed conservation efforts.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual **Member Jurisdiction** or water quality policy body.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided that after such execution, this Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect, unless terminated as provided in Section 9, until December 31, 2013; provided, however, that this Agreement may be extended for such additional terms as the **Member Jurisdictions** may agree to in writing.

4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby establish the **Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee and an alternate (elected official or designee and alternate hereinafter referred to as designee) to serve as its representative on the **Forum** along with a **Steering Committee** representative to carry out the policy direction of the Forum.

4.1 Upon the effective execution of this Agreement and the appointment of designees from each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose, according to the voting provisions of Section 5, representatives to serve as **Forum Chair** and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings including the development of the agendas, running the meeting and providing leadership to the **Forum**.

4.2 The **Forum** shall have the authority and mandate to do the following:

4.2.1 Review and evaluate at least annually the duties to be assigned to the **Steering Committee** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.

4.2.2 Review **Steering Committee** progress on implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** on a quarterly basis and provide for whatever actions it deems appropriate to ensure that such development is efficiently, effectively and responsibly delivered in the performance of this Agreement.

4.2.3 On or before September 1 of each year, establish and approve a **Service Provider Operating Fund** budget for the following calendar year for the activities of the **Service Provider(s)**, proposing the level

- of funding and total resource obligations of the **Member Jurisdictions** to support the activities of the **Service Provider(s)** which are to be allocated in accordance with the formula set forth in Exhibit D.
- 4.2.4 Review and evaluate at least annually the duties to be assigned to the **Service Provider(s)** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
- 4.2.5 Oversee and administer the allocation of resources available to the **Forum** to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 4.3 The **Forum** designees may adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation according to the voting provisions of Section 5.
5. **VOTING.** The **Forum** designees shall make decisions, approve goals and objectives, specify work priorities and perform any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 No action or binding decision will be taken by the **Forum** without the presence of a quorum of active **Member Jurisdiction** designees. A quorum exists if a majority of the **Member Jurisdiction** designees are present at the **Forum** meeting. The voting procedures provided for in 5.2 and 5.3 are conditioned upon there being a quorum of the active **Member Jurisdiction** designees present for any action or decision to be effective and binding.
- 5.2 Decisions shall be made using a consensus model as much as possible. Each designee agrees to use their best effort and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Member Jurisdiction** designees at the meeting or by a majority recommendation agreed upon by the **Member Jurisdiction** designees.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Forum**, the **Forum** shall take action on a majority basis, as follows:
- 5.3.1 Each **Member Jurisdiction**, through its appointed designee, may cast its vote in connection with a proposed **Forum** action.
- 5.3.2 For any action subject to voting to be deemed approved, an affirmative vote must be cast by a majority of the **Member Jurisdiction** designees. No action shall be valid and binding on the **Member Jurisdiction** until it shall receive majority of votes of the total number of **Member Jurisdiction** designees. A vote of abstention shall be recorded as a "no" vote.
6. **OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.**
- 6.1 Each **Member Jurisdiction** shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the

- operating fund adopted by the *Forum* under this Agreement and described in Section 4.2.3.
- 6.2 On or before September 1 of each year of this Agreement, the *Forum* shall adopt a *Service Provider* budget for the following calendar year. The *Service Provider* budget shall propose the level of funding responsibilities of the individual *Member Jurisdictions* for the following calendar year and shall propose the levels of funding to be allocated to the *Service Provider* budget for implementation activities related to the *Strategic Action Plan* and the *Capital Improvement Plan* within the *Watershed Area*. The *Member Jurisdictions* shall thereafter take separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed operating fund, and shall have done so no later than December 31st of each such year, provided that the financial obligations of each Member Jurisdiction to fund this Agreement after December 31, 2011 are contingent upon local legislative appropriation of necessary funds in future fiscal years; and provided that financial obligations imposed herein shall not be for the purpose of funding the design or construction of specific *Capital Improvement Plan* projects.
- 6.3 Funds collected from any source on behalf of the *Forum* shall be maintained in a special fund by the *Fiscal Agent* as *ex officio* treasurer on behalf of the *Forum* pursuant to rules and procedures established and agreed to by the *Forum*. The *Fiscal Agent* shall also serve as the contractual agent for the *Member Jurisdictions* in acquiring any services needed, including those provided by the *Service Provider(s)*, in the implementation of the *Strategic Action Plan* and the *Capital Improvement Plan* as directed by the *Forum*. The *Fiscal Agent* shall establish billing practices and collection procedures in the format established by the Washington State Auditor, and utilize its established purchasing authority and procedures, and any other procedures as may be necessary to provide for its efficient administration and operation. Any *Member Jurisdiction* may inspect and review all records maintained in connection with the special fund maintained by the *Fiscal Agent* at any reasonable time.
- 6.4 The *Fiscal Agent*, in the performance of its duties, shall not exceed the budgeted amounts authorized by the *Forum* and/or the total funds as appropriated by the individual *Member Jurisdictions*.
7. **LATECOMERS.** An *Eligible Jurisdiction* listed in Section 1.2 which has not become a *Member Jurisdiction* within six (6) months of the effective date of this Agreement may become a *Member Jurisdiction* only with the written consent of all the *Member Jurisdiction*. The provisions of Section 5 otherwise governing decisions of the *Forum* shall not apply to this Section 7. The *Member Jurisdictions* and the county or city seeking to become a *Member Jurisdiction* shall jointly determine the terms and conditions under which the county or city may become a *Member Jurisdiction*. These terms and conditions shall include payment by such county or city to the *Member Jurisdictions* of the amount determined jointly by the *Member Jurisdictions* and the county or city to represent such county or city's fair and proportionate share of all costs

- associated with activities undertaken by the *Forum* and the *Member Jurisdictions* on its behalf as of the date the county or city becomes a *Member Jurisdiction*. Any county or city that becomes a *Member Jurisdiction* pursuant to this section shall thereby assume the general rights and responsibilities of all other *Member Jurisdictions*.
8. **TERMINATION.** This Agreement may be terminated by any *Member Jurisdiction*, as to that *Member Jurisdiction* only, upon sixty (60) days written notice to the other *Member Jurisdictions*. The terminating *Member Jurisdiction* shall remain fully responsible for meeting all of its funding obligations for expenditures authorized by the jurisdiction, but only for costs incurred prior to the date of the notice. This Agreement may be terminated at any time by the written agreement of all *Member Jurisdictions*.
 9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each *Member Jurisdiction* shall protect, defend, hold harmless and indemnify the other *Member Jurisdictions* to include the officers, employees, agents and contractors of the *Member Jurisdiction*, 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 *Member Jurisdiction's* own negligent acts or omissions, torts and wrongful or illegal acts related to such *Member Jurisdiction's* participation and obligations under this Agreement. Each *Member Jurisdiction* 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 *Member Jurisdiction*, by mutual negotiation, hereby waives, with respect to the other *Member Jurisdictions* only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to *Member Jurisdictions* exercising the right of termination pursuant to Section 9.
 10. **NO ASSUMPTION OF LIABILITY.** In no event do the *Member Jurisdictions* intend to assume any responsibility, risk or liability of any other *Member Jurisdiction* or otherwise with regard to any *Member Jurisdiction's* duties or any act, statute or regulation of any local municipality or government, the State of Washington or the United States.
 11. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no *Member Jurisdiction* is committing to adopt or implement any actions or recommendations that may be contained in the *Strategic Action Plan* and the *Capital Improvement Plan* pursuant to this Agreement.

12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the *Member Jurisdiction* 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 *Member Jurisdiction* that is not a party to such decision or agreement.
13. **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 NMFS, USFWS, 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 *Forum* or any of the *Member Jurisdictions*, or their officers, elected officials, agents and employees, to any third party.
14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the *Member Jurisdictions*, represented by affirmative action by their legislative bodies.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each *Member Jurisdiction* must approve this Agreement before any representative of such *Member Jurisdiction* may execute this Agreement.
17. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each *Member Jurisdiction* in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
18. **ATTORNEY FEES.** In the event a *Member Jurisdiction* brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing *Member Jurisdiction* shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.

INTERLOCAL AGREEMENT

For the Governmental Jurisdictions within the Lake Ballinger/McAleer Creek Watershed Including the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, Shoreline and Snohomish County

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington. The parties executing this Agreement are located in King and Snohomish Counties, lying wholly or partially within the Watershed Area defined in Section 1.1 below (individually for those executing this Agreement "Member Jurisdiction" and collectively "Member Jurisdictions"). The Member Jurisdictions share interests in and responsibility for addressing long-term watershed planning and conservation and wish to provide for development of various activities and projects therein.

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **WATERSHED AREA:** The *Watershed Area* is defined as those waters draining to Lake Washington through surface and subsurface natural or constructed water conveyance systems consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek and all other known surface and subsurface tributary drainages along with the associated pipe conveyance systems connected to existing surface conveyance as further delineated on the watershed map attached as Exhibit A and collectively known as the Lake Ballinger/McAleer Creek Watershed. Additional tributary drainage areas identified in the future that are not currently listed on Exhibit A may be added to the Exhibit A by amendment of this Agreement.
 - 1.2 **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as *Member Jurisdictions* are Snohomish County, and the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace and Shoreline.
 - 1.3 **MEMBER JURISDICTION:** A *Member Jurisdiction* as referred to herein is a government eligible for participation in this Agreement that has also executed this Agreement.
 - 1.4 **LAKE BALLINGER/McALEER CREEK WATERSHED FORUM:** The *Lake Ballinger/McAleer Creek Watershed Forum* (hereinafter referred to as the *Forum*) created herein is the governing body responsible for implementing this Agreement and is comprised of

designated representatives of *Eligible Jurisdictions* who have authorized the execution of and become *Member Jurisdictions* of this Agreement.

- 1.5 **STRATEGIC ACTION PLAN:** *The Strategic Action Plan*, as referred to herein, is the plan developed by the Forum and adopted by all Member Jurisdictions to address water resource issues within the *Watershed Area* as provided in this Agreement. The plan identifies specific actions and projects to address the identified water resource issues and is attached as Exhibit B.
- 1.6 **CAPITAL IMPROVEMENT PLAN:** The *Capital Improvement Plan*, as referred to herein, is the set of projects developed in the *Strategic Action Plan* to address the identified water resource issues. The *Capital Improvement Plan* lists specific projects, estimated costs, proposed funding mechanisms and project lead agency and is attached as Exhibit C.
- 1.7 **FISCAL AGENT:** The *Fiscal Agent* is the entity designated to perform all accounting and contract management services for the *Forum*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **SERVICE PROVIDER(S):** The *Service Provider(s)*, as used herein, means that individual consultant or other entity which provides a service to and for the *Forum* and who is directed to carry out actions as determined or assigned by the *Forum*, including but not limited to, preparation of meeting agendas and minutes, maintaining documents and records, researching federal and state appropriation opportunities, and researching and applying for local, state and federal grants in support of the *Strategic Action Plan* and the *Capital Improvement Plan*.
- 1.8.1 **Service Provider Operating Fund:** The *Service Provider Operating Fund* is the fund established for activities of the *Service Provider(s)* in the implementation of the *Strategic Action Plan* and the *Capital Improvement Plan*. The fund budget is set each year by action of the Forum and authorized by budget allocation from each *Member Jurisdiction*.
- 1.9 **STEERING COMMITTEE and PROJECT SUBCOMMITTEES:** The *Steering Committee* is composed of executive level staff members of each *Member Jurisdiction* who will provide specific guidance to technical level staff on the *Project Subcommittees* for each of the projects identified in the *Capital Improvement Plan* based on policy direction from the Forum.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation of the *Strategic Action Plan* and to share the cost of *Service Provider(s)* to coordinate and

provide the services necessary for the successful implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.

- 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies, federal agencies or other sources to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 2.3 To provide a framework for cooperation and coordination among the member jurisdictions on issues relating to the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.
- 2.4 To develop and articulate to state and federal legislators, watershed based positions on stormwater management issues, conservation issues, funding or any other issues jointly identified by the **Member Jurisdictions**.
- 2.5 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 watershed conservation efforts.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual **Member Jurisdiction** or water quality policy body.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided that after such execution, this Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect, unless terminated as provided in Section 9, until December 31, 2013; provided, however, that this Agreement may be extended for such additional terms as the **Member Jurisdictions** may agree to in writing.
- 4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby establish the **Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee and an alternate (elected official or designee and alternate hereinafter referred to as designee) to serve as its representative on the **Forum** along with a **Steering Committee** representative to carry out the policy direction of the Forum.
 - 4.1 Upon the effective execution of this Agreement and the appointment of designees from each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose, according to the voting provisions of Section 5, representatives to serve as **Forum Chair** and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings including the development of the agendas, running the meeting and providing leadership to the **Forum**.

- 4.2 The **Forum** shall have the authority and mandate to do the following:
- 4.2.1 Review and evaluate at least annually the duties to be assigned to the **Steering Committee** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
 - 4.2.2 Review **Steering Committee** progress on implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** on a quarterly basis and provide for whatever actions it deems appropriate to ensure that such development is efficiently, effectively and responsibly delivered in the performance of this Agreement.
 - 4.2.3 On or before September 1 of each year, establish and approve a **Service Provider Operating Fund** budget for the following calendar year for the activities of the **Service Provider(s)**, proposing the level of funding and total resource obligations of the **Member Jurisdictions** to support the activities of the **Service Provider(s)** which are to be allocated in accordance with the formula set forth in Exhibit D.
 - 4.2.4 Review and evaluate at least annually the duties to be assigned to the **Service Provider(s)** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
 - 4.2.5 Oversee and administer the allocation of resources available to the **Forum** to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 4.3 The **Forum** designees may adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation according to the voting provisions of Section 5.
5. **VOTING.** The **Forum** designees shall make decisions, approve goals and objectives, specify work priorities and perform any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 No action or binding decision will be taken by the **Forum** without the presence of a quorum of active **Member Jurisdiction** designees. A quorum exists if a majority of the **Member Jurisdiction** designees are present at the **Forum** meeting. The voting procedures provided for in 5.2 and 5.3 are conditioned upon there being a quorum of the active **Member Jurisdiction** designees present for any action or decision to be effective and binding.

- 5.2 Decisions shall be made using a consensus model as much as possible. Each designee agrees to use their best effort and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Member Jurisdiction** designees at the meeting or by a majority recommendation agreed upon by the **Member Jurisdiction** designees.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Forum**, the **Forum** shall take action on a majority basis, as follows:
- 5.3.1 Each **Member Jurisdiction**, through its appointed designee, may cast its vote in connection with a proposed **Forum** action.
- 5.3.2 For any action subject to voting to be deemed approved, an affirmative vote must be cast by a majority of the **Member Jurisdiction** designees. No action shall be valid and binding on the **Member Jurisdiction** until it shall receive majority of votes of the total number of **Member Jurisdiction** designees. A vote of abstention shall be recorded as a "no" vote.

6. **OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.**

- 6.1 Each **Member Jurisdiction** shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the operating fund adopted by the **Forum** under this Agreement and described in Section 4.2.3.
- 6.2 On or before September 1 of each year of this Agreement, the **Forum** shall adopt a **Service Provider** budget for the following calendar year. The **Service Provider** budget shall propose the level of funding responsibilities of the individual **Member Jurisdictions** for the following calendar year and shall propose the levels of funding to be allocated to the **Service Provider** budget for implementation activities related to the **Strategic Action Plan** and the **Capital Improvement Plan** within the **Watershed Area**. The **Member Jurisdictions** shall thereafter take separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed operating fund, and shall have done so no later than December 31st of each such year, provided that the financial obligations of each Member Jurisdiction to fund this Agreement after December 31, 2011 are contingent upon local legislative appropriation of necessary funds in future fiscal years; and provided that financial obligations imposed herein shall not be for the purpose of funding the design or construction of specific **Capital Improvement Plan** projects.
- 6.3 Funds collected from any source on behalf of the **Forum** shall be maintained in a special fund by the **Fiscal Agent** as *ex officio* treasurer on behalf of the **Forum** pursuant to rules and procedures established and agreed to by the **Forum**. The **Fiscal Agent** shall also serve as the contractual agent for the **Member Jurisdictions** in acquiring any services

needed, including those provided by the **Service Provider(s)**, in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** as directed by the **Forum**. The **Fiscal Agent** shall establish billing practices and collection procedures in the format established by the Washington State Auditor, and utilize its established purchasing authority and procedures, and any other procedures as may be necessary to provide for its efficient administration and operation. Any **Member Jurisdiction** may inspect and review all records maintained in connection with the special fund maintained by the **Fiscal Agent** at any reasonable time.

- 6.4 The **Fiscal Agent**, in the performance of its duties, shall not exceed the budgeted amounts authorized by the **Forum** and/or the total funds as appropriated by the individual **Member Jurisdictions**.
7. **LATECOMERS.** An **Eligible Jurisdiction** listed in Section 1.2 which has not become a **Member Jurisdiction** within six (6) months of the effective date of this Agreement may become a **Member Jurisdiction** only with the written consent of all the **Member Jurisdiction**. The provisions of Section 5 otherwise governing decisions of the **Forum** shall not apply to this Section 7. The **Member Jurisdictions** and the county or city seeking to become a **Member Jurisdiction** shall jointly determine the terms and conditions under which the county or city may become a **Member Jurisdiction**. These terms and conditions shall include payment by such county or city to the **Member Jurisdictions** of the amount determined jointly by the **Member Jurisdictions** and the county or city to represent such county or city's fair and proportionate share of all costs associated with activities undertaken by the **Forum** and the **Member Jurisdictions** on its behalf as of the date the county or city becomes a **Member Jurisdiction**. Any county or city that becomes a **Member Jurisdiction** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Member Jurisdictions**.
8. **TERMINATION.** This Agreement may be terminated by any **Member Jurisdiction**, as to that **Member Jurisdiction** only, upon sixty (60) days written notice to the other **Member Jurisdictions**. The terminating **Member Jurisdiction** shall remain fully responsible for meeting all of its funding obligations for expenditures authorized by the jurisdiction, but only for costs incurred prior to the date of the notice. This Agreement may be terminated at any time by the written agreement of all **Member Jurisdictions**.
9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each **Member Jurisdiction** shall protect, defend, hold harmless and indemnify the other **Member Jurisdictions** to include the officers, employees, agents and contractors of the **Member Jurisdiction**, 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 *Member Jurisdiction's* own negligent acts or omissions, torts and wrongful or illegal acts related to such *Member Jurisdiction's* participation and obligations under this Agreement. Each *Member Jurisdiction* 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 *Member Jurisdiction*, by mutual negotiation, hereby waives, with respect to the other *Member Jurisdictions* only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to *Member Jurisdictions* exercising the right of termination pursuant to Section 9.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the *Member Jurisdictions* intend to assume any responsibility, risk or liability of any other *Member Jurisdiction* or otherwise with regard to any *Member Jurisdiction's* duties or any act, statute or regulation of any local municipality or government, the State of Washington or the United States.

11. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no *Member Jurisdiction* is committing to adopt or implement any actions or recommendations that may be contained in the *Strategic Action Plan* and the *Capital Improvement Plan* pursuant to this Agreement.

13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the *Member Jurisdiction* 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 *Member Jurisdiction* that 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 NMFS, USFWS, 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 *Forum* or any of the *Member Jurisdictions*, 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 *Member Jurisdictions*, represented by affirmative action by their legislative bodies.
- 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 17. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each *Member Jurisdiction* must approve this Agreement before any representative of such *Member Jurisdiction* may execute this Agreement.
- 18. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each *Member Jurisdiction* in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
- 19. **ATTORNEY FEES.** In the event a *Member Jurisdiction* brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing *Member Jurisdiction* shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.

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

Approved as to form:
 By: _____
 Title: _____
 Date: _____

CITY OF EDMONDS
 By: _____
 Title: _____
 Date: _____

Approved as to form:
 By: *Jeff C. Sturvanh*
 Title: *City Attorney*
 Date: *1/31/2012*

CITY OF LAKE FOREST PARK
 By: *Mary Jane Boss*
 Title: *Mayor*
 Date: *1/31/2012*

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF LYNNWOOD

By: _____

Title: _____

Date: _____

Approved as to form:

By: Greg G. Sullivan

Title: City Attorney

Date: 1-11-2012

CITY OF MOUNT LAKE TERRACE

By: John P. Campbell

Title: City Manager

Date: 1-11-2012

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF SHORELINE

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

SNOHOMISH COUNTY

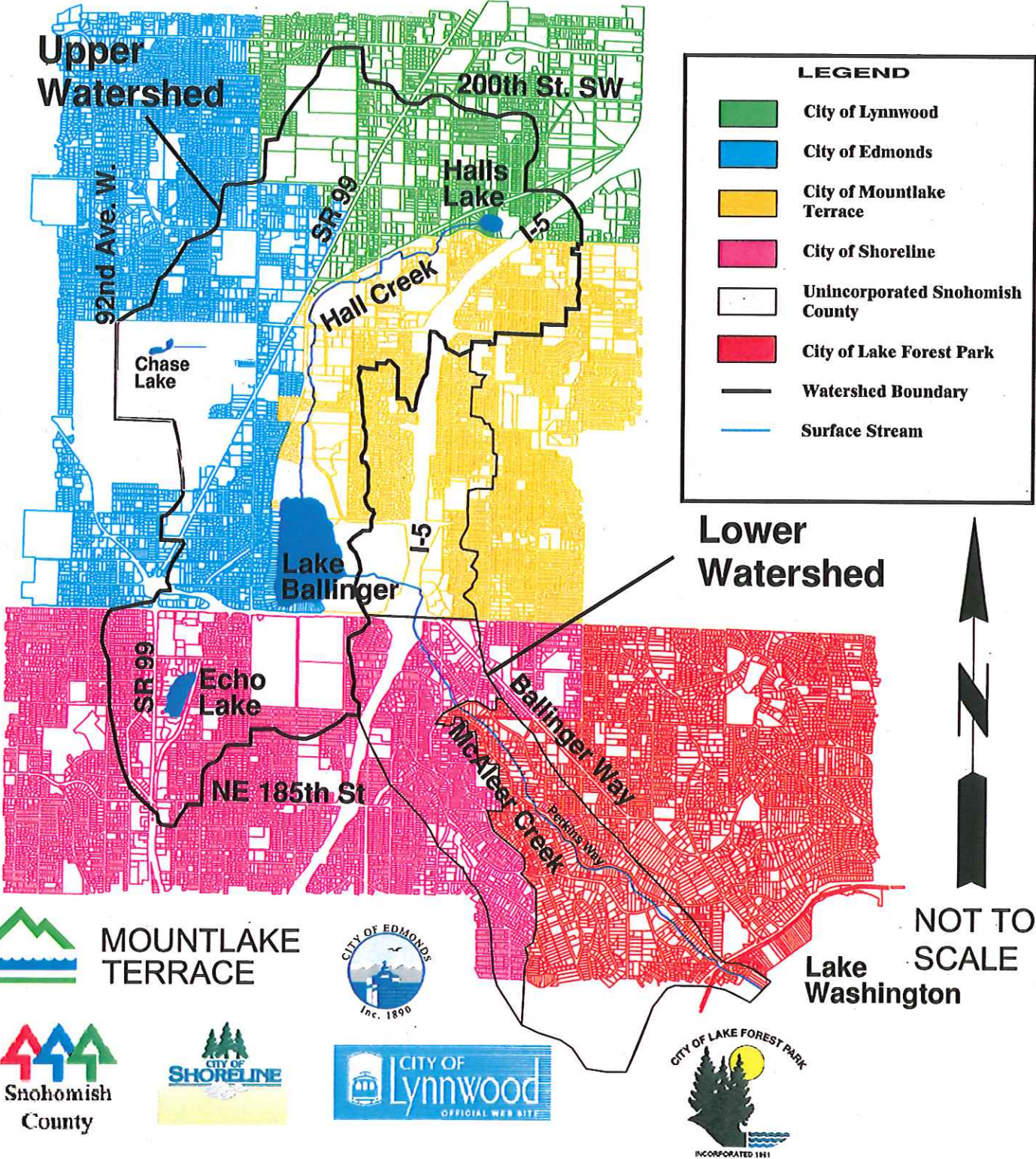
By: _____

Title: _____

Date: _____

Exhibit A

Watershed Vicinity Map

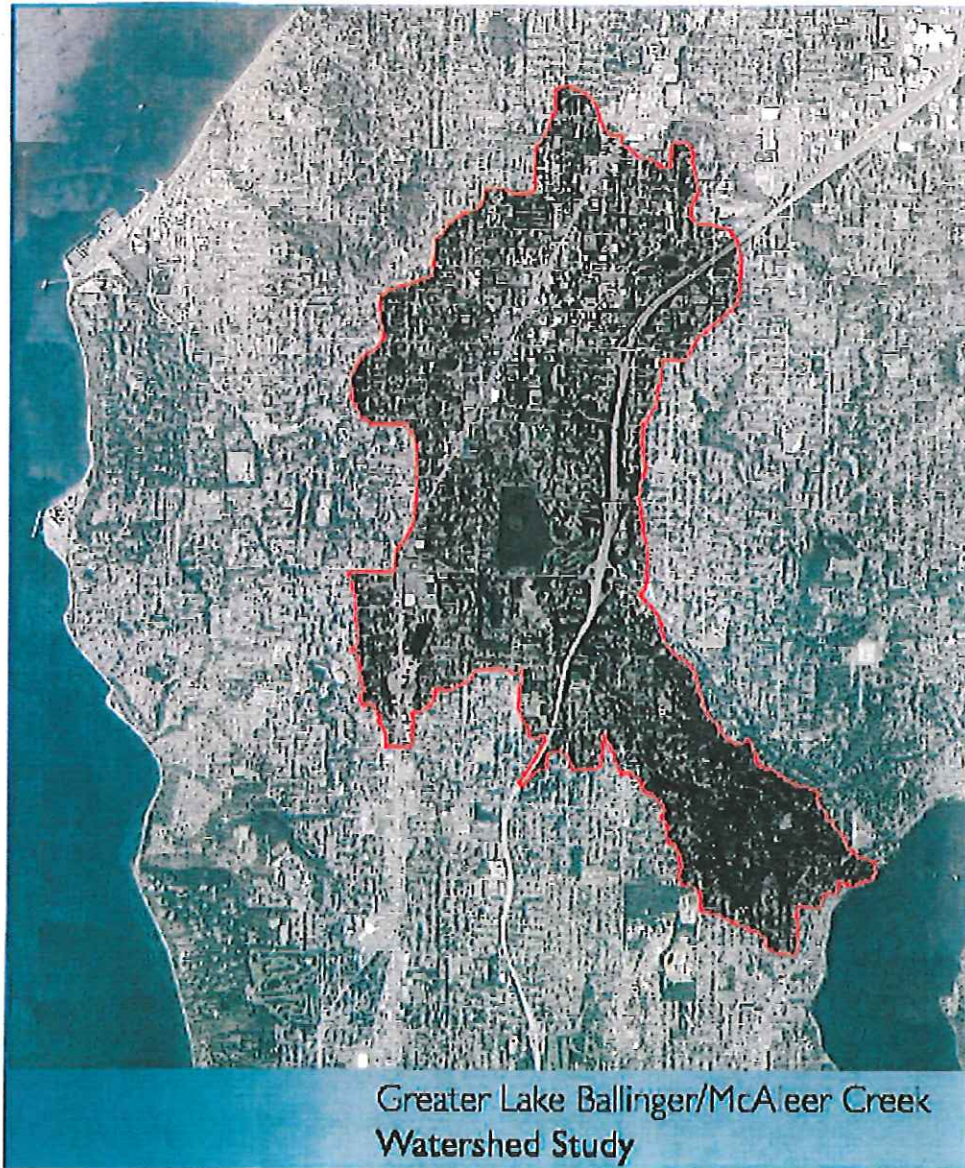


NOT TO SCALE

Exhibit B

Lake Ballinger/McAleeer Creek Watershed Study

Strategic Action Plan



Greater Lake Ballinger/McAeer Creek
Watershed Study

STRATEGIC ACTION PLAN

Project #31325

By Onak, Inc.
Golde: Associates, Inc.
Clear Creek Solutions, Inc.
EnviroIssues

July 10, 2009

Exhibit C

Capital Improvement Plan

Lake Ballinger/McAleer Creek Watershed Forum Capital Improvement Plan - Exhibit C

Action or Project	Priority	Description	Lake Ballinger/Hall Creek		McAleer Creek		Project Information		Service Criteria ¹			Goal	Issues	Projected Outcome
			Watershed Issue A	Watershed Issue B	Watershed Issue C	Watershed Issue D	Project Lead Agency ²	Potential Funding Options ³	Projected Planning Level Cost (2009 dollars)	1	2			
Phase I														
Lower McAleer Creek														
Forum Project	A1	Accurately model flow and determine flood plain elevations for McAleer Creek from Lake Ballinger to Lake Washington - develop modeling and flood plain management guidelines to assist the Cities of Shoreline and Lake Forest Park with future FEMA funds for development and to leverage FEMA funds for development program. The project will assume flows from Lyon Creek have been redirected or minimized.	X		X		Grant	\$750,000 to \$1,000,000			X	Develop existing flood plain maps to accurately reflect modeling and flood plain management guidelines	Joint project in Shoreline and Lake Forest Park	Give accurate guidance to cities with development and redevelopment in the affected flood plain
Private Project	A2	Leverage FEMA funds for flood proofing program			X		Grant	\$2,000,000 to \$8,000,000			X	Develop flood proofing program to prevent structure flooding	Privately initiated flood proofing program with possible City assistance	Developing an effective flood proofing program
Lyon Creek Bypass/Lyon Creek Channel Modifications	B	Forum to provide encouragement to Lake Forest Park to seek funds to eliminate the Lyon Creek overflow to McAleer Creek during storm events			X		Lake Forest Park	\$3,100,000		X		Minimize the impact of Lyon Creek on McAleer Creek during storm events	No financial commitment on the part of upstream Forum jurisdictions	Reduce overflow from Lyon Creek during storm events to minimize flooding at Sheridan Beach
McAleer Creek Bypass Intake Retrofit	C	Retrofit McAleer Creek Bypass Intake to optimize facility function			X		Grant	\$213,000		X		Reduce the occurrence and severity of flooding in the Sheridan Beach Neighborhood of Lake Forest Park along McAleer Creek	Project benefits residents in Lake Forest Park only.	Would remove 30 cars from McAleer Creek through the Sheridan Beach Neighborhood during the 100-yr event
Upgrade/Replace Culverts on McAleer Creek	D	Enhance and replace four culverts on McAleer Creek in Lake Forest Park			X		Grant	\$1,000,000		X		Reduce localized flooding in Lake Forest Park.	Project benefits residents in Lake Forest Park only.	Up to 10 residences in Lake Forest Park would be protected from localized flooding.
McAleer Creek Flood Barms	E	Install berms or other flood proofing along McAleer Creek in Lake Forest Park			X		Grant	\$800,000		X		Keep structures from flooding during 100 year events	Permitting, work on private property	Minimize flooding during 100 year events
Basin Wide LID Retrofits	F	Retrofit existing city streets and right of way with Low Impact Development BMP's	X	X	X	X	Appropriations or grant	\$5,000,000 to \$10,000,000 over 20 years		X		Reduce flooding and improve water quality	Long term - 20 year plan	Eliminate 100 year flooding events, improve on local, temperature and chemical issues in McAleer Creek
Phase II														
Upper McAleer Creek/Lake Ballinger/Hall Creek														
Forum Project	A1	Accurately model flow and determine flood plain elevations for Lake Ballinger and Lake Ballinger - develop modeling and flood plain management guidelines to determine the most advantageous elevation of Lake Ballinger weir	X				Grant	\$750,000 to \$1,000,000			X	Reverse existing flood plain maps to accurately reflect modeling and flood plain management guidelines	Joint project in Mountlake Terrace and Edmonds	Give accurate guidance to cities with development and redevelopment in the affected flood plain while managing the issue of Lake Ballinger and developing a flood proofing program
Private Project	A2	Leverage FEMA funds for flood proofing program	X				Grant	\$1,000,000 to \$2,000,000			X	Develop flood proofing program to prevent structure flooding	Privately initiated flood proofing program with possible City assistance	Developing an effective flood proofing program
McAleer Creek Weir	B*	Install new weir gate	X	X			Mountlake Terrace	\$25,000		N/A	N/A	Restore weir to 1995 maintenance status	MLT maintenance issue	Meet existing maintenance requirements
	B1	Lower weir structure to first Nile culvert - 1.5 feet lower - install new weir foundation and dredge creek channel to lake	X				Grant	\$500,000		X		Keep lake level below 279.3	Would require reacquisition of the Superior Court Order regarding lake level	Would reduce by 50% the length of time that the lake would be above 279.3
	B1	Lower weir structure to first Nile culvert - 1.5 feet lower - install new weir foundation and dredge creek channel to lake	X				Grant	\$500,000		X		Keep lake level below 277.4	Would require reacquisition of the Superior Court Order regarding lake level	Would reduce by 74% the length of time the lake would be above 277.4
	B2	Lower weir structure by 3.75 feet - install new weir foundation and dredge creek channel to I-5	X				Grant	\$1,000,000		X		Keep lake level below 279.3	Would require reacquisition of the Superior Court Order regarding lake level	Would reduce by 82% the length of time the lake would be above 279.3
	B2	Lower weir structure by 3.75 feet - install new weir foundation and dredge creek channel to I-5	X				Grant	\$1,000,000		X		Keep lake level below 277.4	Would require reacquisition of the Superior Court Order regarding lake level	Would reduce by 99% the length of time the lake would be above 277.4
Hall Creek Detention	C	Install detention or infiltration system upstream of Lake Ballinger	X				Grant, appropriations, city CIP funds	\$12,000,000 not including land acquisition			X	Keep lake level below 279.3	Large site footprint of 2.7 acres - cost of land acquisition not included	Would reduce by 64% the length of time the lake would be above 279.3
Basin Wide LID Retrofits	D	Retrofit existing city parcels and right of way with Low Impact Development BMP's	X	X	X	X	Grant, appropriations, city CIP funds	\$10,000,000 over 20 years		X		Reduce flooding and improve water quality	Long term - 20 year plan	Eliminate 100 year flooding events, improve on local, temperature and chemical issues in McAleer Creek

¹ Service levels are listed in Section 3 of the Strategic Action Plan, Page 15 - 20
² Weir gate replacement is contingent on decisions made about the ultimate level of the lake
³ Future governance agreement will incorporate and identify potential funding sources
⁴ A member agency representing the interests of the Lake Ballinger/McAleer Creek Forum

Exhibit D

Operating Fund Allocations

Table 1			
Service Provider Operating Fund Allocation 2012-2013			
Allocation shall be equal percentage for each (current) Member Jurisdiction			
Jurisdiction	% of Total	% of Total	% of Total
	Original members	4 potential members	3 potential members
Edmonds	16.67%	25.00%	33.33%
Shnohomish County	16.67%	25.00%	
Lake Forest Park	16.67%	25.00%	33.33%
Mountlake Terrace	16.67%	25.00%	33.33%
Lynnwood	16.67%		
Shoreline	16.67%		

Exhibit E

Service Provider Operating Fund Allocations

Administrative Support Service Provider Needs Listing

The Forum wishes to retain the City of Mountlake Terrace as the Administrative Support Service Provider. The Forum has suggested quarterly meetings at a minimum for the current agreement period with other meetings held as needed. The Service Provider needs listing allows for four quarterly meetings and up to four additional meetings per year.

Duties	Hours/Quarter Year	
1. Attend and take notes at monthly Forum Meeting	5	20
2. Arrange for room reservations, provide materials for meetings	5	20
3. Compile and produce minutes from the Forum meetings	10	40
4. Generate draft agenda for the Forum Meeting - coordinate with the chair and co-chair on meeting agenda	3	12
5. Coordinate e-mail contacts through the Forum distribution list	1	4
6. Assists with cities web site maintenance	6	24
7. Maintains documents record for Forum activities	6	24
8. Prepares News Releases on Forum updates	4	16
Total	40	160

Additional Duties may be added as needs develop

Provider Support through the City of Mountlake Terrace

Administrative Support for 2012 \$4,800

Administrative Support for 2013 \$4,800

This listing assumes services are provided at \$30.00 per hour and that 40 hours a quarter are allocated for a total of 160 hours for each of the 2012 and 2013 calendar years. Each Member Jurisdiction cost percentage of the Administrator Support Provider is listed in Exhibit D Table 1.

Federal Government Relations Service Provider Needs Listing

The Member Jurisdictions wish to retain and employ a Federal Government Relations Service Provider, Johnston Group, for the term of the agreement period (January 1, 2012 to December 31, 2013) to provide federal government relation services for the Forum in order to increase its visibility with its congressional delegation and compete for federal funding. The Johnston Group scope of services is attached at the end of this exhibit.

The total cost for each year of the agreement shall not exceed the amounts listed for 2012 and 2013 below.

Government Relations Support through the Johnston Group:

For 2012 \$30,000

For 2013 \$30,000

The Member Jurisdictions cost percentage of the Federal Government Service Provider is listed in Exhibit D Table 1.

Scope of Services for The Johnston Group

Scope of Services

Although a refined set of activities will be conducted as the work opportunities develop, below is a brief description of the major activities that would likely be part of the Johnston Group's scope of services for the Lake Ballinger/McAleer Creek Watershed Forum based on our work over the past year and our knowledge of the policy environment in 2012.

Prepare and Support Federal Water Resources Development Act (WRDA) Reauthorization Requests

- Continue to lobby for the Forum funding in the Senate version of the WRDA bill, with committee consideration expected to begin in December 2011 and continue into the first half of 2012.
- Determine legislative tactics Congress may utilize to enact WRDA bills and implement a strategy to preserve funds targeted for the Lake Ballinger/McAleer Creek Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and authorization process throughout the year with regular legislative updates provided to the Forum.
- Track the House of Representatives progress on WRDA reauthorization and lobby for Forum inclusion in House bills.
- Lobby the House of Representatives in support of a WRDA bill and the Forum funding.
- Ensure that Forum information and requests are coordinated between all delegation offices.

Develop Federal Funding Agenda for the Lake Ballinger/McAleer Creek Watershed Forum

- Work with the Lake Ballinger/McAleer Creek Watershed Forum to identify funding needs and obtain detailed information about priority projects that could apply to federal legislative funding streams.
- Review Forum planning documents and budget to ascertain the full range of Forum initiatives and determine which Forum projects are eligible for support through the existing federal funding programs.
- Advise the Lake Ballinger/McAleer Creek Watershed Forum about which projects ought to be prioritized for federal grants, directed federal spending via appropriations and authorization bills.

Prepare and Support the Lake Ballinger/McAleer Creek Watershed Forum Federal Appropriations Requests

Even though Congress is not expected to support earmark funding in 2012, a new Congress in 2013 may not hold itself to the same prohibition. If so, the Johnston Group will conduct the following activities under this scope of work:

- Advise the Forum about the creation of collateral materials for federal funding requests.
- Work with the Forum to identify potential supporters for project requests and secure letters of endorsement.
- Coordinate formal submission of appropriations requests and ensure compliance with all deadlines.
- Determine legislative tactics Congress may utilize to enact federal appropriations bills and implement a strategy to preserve funds targeted for the Lake Ballinger Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and appropriations process throughout the year with regular legislative updates provided to the Forum.

D.C. Lobbying Meetings

- Schedule meetings in Washington, D.C. with Lake Ballinger/McAleer Creek Watershed Forum representatives and Congressmen Inslee, Congressman McDermott and Senators Murray and Cantwell. We also may schedule meetings with Congressman Dicks and his staff given his position as the ranking member of the House Appropriations Committee.
- Include the D.C.-based liaison for Washington Governor Christine Gregoire as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for funding requests and meetings with Forum representatives and elected officials.
- Attend and facilitate meetings in Washington, D.C.
- Prepare Lake Ballinger/McAleer Creek Watershed Forum officials for congressional meetings.
- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.
- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- This proposal includes two distinct trips to Washington, D.C. for the Lake Ballinger/McAleer Creek Watershed Forum, one in 2012 and one in 2013. Other visits with Congressional offices on behalf of the Forum will be conducted by the Johnston Group at any time to further the Forum's objectives.

Involvement of Lake Ballinger/McAleer Creek Watershed Forum Member Staff and Elected Officials

- Issue monthly activity reports to Forum representatives detailing specific actions taken

on the Forum's behalf.

- Engage the Forum's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.
- Counsel the Forum about locally-based lobbying activities to further the Forum's legislative and federal-funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum

- Solicit support from each Member of Congress that we are seeking support from (i.e., Congressman Jay Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell) for our funding requests.
- Maintain year-long direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum's projects and have an in-depth discussion about the Forum's project needs.

Grant Funding Strategy

- Solicit support from Governor Christine Gregoire, Congressman Jay Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell for the relevant Forum grant applications.

**First Amendment to Interlocal Agreement
for the Governmental Jurisdictions within the
Lake Ballinger/McAleer Creek Watershed
Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County**

This First Amendment to the Agreement (“First Amendment”) is entered into by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington.

RECITALS

WHEREAS, the Agreement, expires on December 31, 2013; and

WHEREAS, The Agreement, by its terms, may be extended for such additional terms as the **Member Jurisdictions** may agree in writing; and

WHEREAS, the **Member Jurisdictions** desire to extend the Agreement for an additional two-year term commencing January 1, 2014 through December 31, 2015 (“extended term”); and

WHEREAS, the **Member Jurisdictions** desire to provide for a new Exhibit D (“Operating Fund Allocations”), a new Exhibit E (“Service Provider Operating Fund Allocations”) for the extended term; and

WHEREAS, the **Member Jurisdictions** desire to amend the Agreement on the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the **Member Jurisdictions** agree to amend the Agreement as follows:

Section 1. Defined Terms. All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Agreement, unless expressly provided otherwise in this First Amendment.

Section 2. Extension of Term. The **Member Jurisdictions** acknowledge and agree that the term of the Agreement shall be extended by an additional two-year term,

commencing January 1, 2014 and remain in effect through December 31, 2015 ("New Term"), unless terminated earlier pursuant to the provisions in the Agreement.

Section 3. Replacement of Exhibit D and Exhibit E. Member Jurisdictions acknowledge and agree that Exhibit D and Exhibit E to the Agreement shall be replaced respectively with new Exhibits, Exhibit D1 ("Operating Fund Allocations") and Exhibit E1 ("Service Provider Operating Fund Allocations"), which are attached hereto and incorporated by reference.

Section 4. Method and Duty to File First Amendment. Member Jurisdictions shall, upon execution of this First Amendment to the Agreement, post this First Amendment on its official website in accordance with RCW 39.34.040 and RCW 39.34.200.

Section 5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire First Amendment.

Section 6. Conflict; No Further Modification. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall prevail.

Section 7. Remaining Terms of Agreement. Except as specifically set forth in this First Amendment, all other terms and conditions of the Agreement and Exhibits shall remain unmodified and in full force and effect.

Section 8. Effective Date of Amendment. This First Amendment shall become effective upon its execution by **Member Jurisdictions**, as authorized by each jurisdiction's legislative body.

IN WITNESS WHEREOF, the **Member Jurisdictions** hereto have executed this First Amendment on the dates indicated below:

Approved as to Form:

By: Shawn Catis

Title: CITY ATTORNEY

Date: 2-5-14

CITY OF EDMONDS

By: David L. Eberhart

Title: Mayor

Date: 2.8.14

Approved as to Form:

By: [Signature]

Title: Interim City Attorney

Date: 1/9/14

CITY OF LAKE FOREST PARK

By: [Signature]

Title: Mayor

Date: 1/8/14

Approved as to Form:

By: _____

Title: _____

Date: _____

CITY OF LYNNWOOD

By: _____

Title: _____

Date: _____

Approved as to Form:

By: [Signature]

Title: City Attorney

Date: 1-23-2014

CITY OF MOUNTLAKE TERRACE

By: [Signature]

Title: Mayor

Date: 1/8/14

Approved as to Form:

By: _____

Title: _____

Date: _____

CITY OF SHORELINE

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

SNOHOMISH COUNTY

By: _____

Title: _____

Date: _____

EXHIBIT D1

OPERATING FUND ALLOCATIONS

Table 1

Service Provider Operating Fund Allocation 2014-2015

Allocation shall be equal percentage for each (current) Member Jurisdiction

Jurisdiction	% of Total Original members	% of Total 5 members	% of Total 4 members	% of Total 3 members
Edmonds	16.67%	20.00%	25.00%	33.33%
Snohomish County	16.67%	20.00%	25.00%	
Lake Forest Park	16.67%	20.00%	25.00%	33.33%
Mountlake Terrace	16.67%	20.00%	25.00%	33.33%
Lynnwood	16.67%			
Shoreline	16.67%	20.00%		

EXHIBIT E1

SERVICE PROVIDER OPERATING FUND ALLOCATIONS

Administrative Support Service Provider Needs Listing

The Forum wishes to retain the City of Mountlake Terrace as the Administrative Support Service Provider. The Forum has suggested quarterly meetings at a minimum for the current agreement period with other meetings held as needed. The Service Provider needs listing allows for four quarterly meetings and up to four additional meetings per year.

Duties	Hours/Quarter Year	
1. Attend and take notes at monthly Forum Meeting	5	20
2. Arrange for room reservations, provide materials for meetings	5	20
3. Compile and produce minutes from the Forum meetings	10	40
4. Generate draft agenda for the Forum Meeting - coordinate with the chair and co-chair on meeting agenda	3	12
5. Coordinate e-mail contacts through the Forum distribution list	1	4
6. Assists with cities web site maintenance	6	24
7. Maintains documents record for Forum activities	6	24
8. Prepares News Releases on Forum updates	4	16
Total	40	160

Additional Duties may be added as needs develop

Provider Support through the City of Mountlake Terrace

Administrative Support for 2014 \$4,800

Administrative Support for 2015 \$4,800

This listing assumes services are provided at 40 hours a quarter are allocated for a total of 160 hours for each of the 2014 and 2015 calendar years. Each Member Jurisdiction's cost percentage of the Administrator Support Provider is listed in Exhibit D Table 1.

Federal Government Relations Service Provider Needs Listing

The Member Jurisdictions wish to retain and employ a Federal Government Relations Service Provider, Johnston Group, for the term of the agreement period (January 1, 2014 to December 31, 2015) to provide federal government relation services for the Forum in order to increase its visibility with its congressional delegation and compete for federal funding. The Johnston Group scope of services is attached at the end of this exhibit.

The total cost for each year of the agreement shall not exceed the amounts listed for 2014 and 2015 below.

Government Relations Support through the Johnston Group:

For 2014 \$36,000

For 2015 \$36,000

The Member Jurisdiction's cost percentage of the Federal Government Service Provider is listed in Exhibit D Table 1.

JOHNSTON | GROUP

Appendix A

Scope of Services

The Consultant ("The Johnston Group") shall provide the scope of services listed below for the Client ("Lake Ballinger/McAleer Creek Watershed Forum"). The scope of services may include, but not be limited to, the following activities:

Support Federal Funding for the Lake Ballinger/McAleer Creek Watershed Forum

- Work with the Lake Ballinger/McAleer Creek Watershed Forum to identify the funding needs and get detailed information about priority projects contained in the Forum's Capital Improvement Plan.
- Review Forum planning documents and budget to ascertain the full range of Forum initiatives and determine which Forum projects are eligible for support through the existing federal funding programs.
- Advise the Lake Ballinger/McAleer Creek Watershed Forum about which projects ought to be prioritized for federal grants, directed federal spending via appropriations and authorization bills.
- Assist the Forum with its engagement with the Seattle office of the U.S. Army Corps of Engineers and utilize the delegation to bolster this relationship to result in funding for the Forum.

Prepare and Support the Lake Ballinger/McAleer Creek Watershed Forum within WRDA Consideration and Potential Funding Opportunities

- Advise the Forum about the creation of collateral materials for federal funding requests.
- Work with the Forum to identify potential supporters for project requests and secure letters of endorsement.
- Coordinate formal submission of appropriations requests, if applicable, and ensure compliance with all deadlines.
- Work with Forum on the Water Resources Development Act reauthorization and seek federal funds to support the Forum's activities.

- Determine legislative tactics Congress may utilize to enact federal appropriations bills and implement a strategy to preserve funds targeted for the Lake Ballinger Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and appropriations process throughout the year with regular legislative updates provided to the Forum.

D.C. Lobbying Meetings

- Schedule meetings in Washington, D.C. with Lake Ballinger/McAleer Creek Watershed Forum representatives and Congressman Larsen, Congressman McDermott, Representative DelBene and Senators Murray and Cantwell. We also may schedule meetings with other members of the delegation as relevant.
- Include the D.C.-based liaison for Washington State Governor Inslee as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for federal funding and policy requests and meetings with Forum representatives and elected officials.
- Attend and facilitate meetings in Washington, D.C.
- Prepare Lake Ballinger/McAleer Creek Watershed Forum officials for congressional meetings.
- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.
- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- Ensure the delegation is prepared to engage federal Agencies in support of the Forum as necessary and as appropriate.

- Ensure the delegation is prepared to swiftly respond in the event of a flooding event to coordinate disaster relief and support.
- This proposal assumes two annual trips to Washington, D.C. for the Lake Ballinger/McAleer Creek Watershed Forum.

Involvement of Lake Ballinger/McAleer Creek Watershed Forum Member Staff and Elected Officials

- Issue monthly activity reports to Forum representatives detailing specific actions taken on the Forum's behalf.
- Engage the Forum's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.
- Counsel the Forum about locally-based lobbying activities to further the Forum's legislative and federal funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum

- Solicit support from each Member of Congress that we are seeking support from (i.e. Congressman Rick Larsen, Congresswoman DelBene, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell) for our federal funding and policy requests.
- Maintain year-long direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum's projects and have an in-depth discussion about the Forum's funding and policy needs.

Grant Funding Strategy

- Solicit support from the Governor and the congressional delegation for the relevant Forum grant applications.

**Second Amendment to Interlocal Agreement
for the Governmental Jurisdictions within the
Lake Ballinger/McAleer Creek Watershed
Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County**

This Second Amendment to the Agreement ("Second Amendment") is entered into by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington.

RECITALS

WHEREAS, the Agreement, expires on December 31, 2015; and

WHEREAS, The Agreement, by its terms, may be extended for such additional terms as the **Member Jurisdictions** may agree in writing; and

WHEREAS, the **Member Jurisdictions** desire to extend the Agreement for an additional two-year term commencing January 1, 2016 through December 31, 2017 ("extended term"); and

WHEREAS, the **Member Jurisdictions** desire to provide for a new Exhibit D ("Operating Fund Allocations"), a new Exhibit E ("Service Provider Operating Fund Allocations") for the extended term; and

WHEREAS, the **Member Jurisdictions** desire to amend the Agreement on the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the **Member Jurisdictions** agree to amend the Agreement as follows:

Section 1. Defined Terms. All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Agreement, unless expressly provided otherwise in this Second Amendment.

Section 2. Extension of Term. The **Member Jurisdictions** acknowledge and agree that the term of the Agreement shall be extended by an additional two-year term,

commencing January 1, 2016 and remain in effect through December 31, 2017 ("New Term"), unless terminated earlier pursuant to the provisions in the Agreement.

Section 3. Replacement of Exhibit D and Exhibit E. **Member Jurisdictions** acknowledge and agree that Exhibit D1 and Exhibit E1 to the Agreement shall be replaced respectively with new Exhibits, Exhibit D2 ("Operating Fund Allocations") and Exhibit E2 ("Service Provider Operating Fund Allocations"), which are attached hereto and incorporated by reference.

Section 4. Method and Duty to File Second Amendment. **Member Jurisdictions** shall, upon execution of this Second Amendment to the Agreement, post this Second Amendment on its official website in accordance with RCW 39.34.040 and RCW 39.34.200.

Section 5. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Second Amendment.

Section 6. Conflict; No Further Modification. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall prevail.

Section 7. Remaining Terms of Agreement. Except as specifically set forth in this Second Amendment, all other terms and conditions of the Agreement and Exhibits shall remain unmodified and in full force and effect.

Section 8. Effective Date of Amendment. This Second Amendment shall become effective upon its execution by **Member Jurisdictions**, as authorized by each jurisdiction's legislative body.

IN WITNESS WHEREOF, the **Member Jurisdictions** hereto have executed this Second Amendment on the dates indicated below:

Approved as to Form:	CITY OF EDMONDS
By: <u>Sharon Cates</u>	By: <u>all Eubank</u>
Title: <u>City Attorney</u>	Title: <u>Mayor</u>
Date: <u>1-26-2016</u>	Date: <u>1-26-16</u>

Approved as to Form:

By: K.A. Pratt
Title: Interim City Attorney
Date: 12-22-15

CITY OF LAKE FOREST PARK

By: Mary Jane Bond
Title: Mayor
Date: 12/28/15

Approved as to Form:

By: _____
Title: _____
Date: _____

CITY OF LYNNWOOD

By: _____
Title: _____
Date: _____

Approved as to Form:

By: Greg G. Selby
Title: City Attorney
Date: 12-7-2015

CITY OF MOUNTLAKE TERRACE

By: [Signature]
Title: INTERIM CITY MGR
Date: 12/4/15

Approved as to Form:

By: _____
Title: _____
Date: _____

CITY OF SHORELINE

By: _____
Title: _____
Date: _____

Approved as to Form:

By: _____
Title: _____
Date: _____

SNOHOMISH COUNTY

By: _____
Title: _____
Date: _____

EXHIBIT D2

OPERATING FUND ALLOCATIONS

Table 1

Service Provider Operating Fund Allocation 2016-2017

Allocation shall be equal percentage for each (current) Member Jurisdiction

Jurisdiction	% of Total Original members	% of Total 5 members	% of Total 4 members	% of Total 3 members
Edmonds	16.67%	20.00%	25.00%	33.33%
Snohomish County	16.67%	20.00%	25.00%	
Lake Forest Park	16.67%	20.00%	25.00%	33.33%
Mountlake Terrace	16.67%	20.00%	25.00%	33.33%
Lynnwood	16.67%			
Shoreline	16.67%	20.00%		

EXHIBIT E2

SERVICE PROVIDER OPERATING FUND ALLOCATIONS

Administrative Support Service Provider Needs Listing

The Forum wishes to retain the City of Mountlake Terrace as the Administrative Support Service Provider. The Forum has suggested quarterly meetings at a minimum for the current agreement period with other meetings held as needed. The Service Provider needs listing allows for four quarterly meetings and up to four additional meetings per year.

Duties	Hours/Quarter Year	
1. Attend and take notes at monthly Forum Meeting	5	20
2. Arrange for room reservations, provide materials for meetings	5	20
3. Compile and produce minutes from the Forum meetings	10	40
4. Generate draft agenda for the Forum Meeting - coordinate with the chair and co-chair on meeting agenda	3	12
5. Coordinate e-mail contacts through the Forum distribution list	1	4
6. Assists with cities web site maintenance	6	24
7. Maintains documents record for Forum activities	6	24
8. Prepares News Releases on Forum updates	4	16
Total	40	160

Additional Duties may be added as needs develop

Provider Support through the City of Mountlake Terrace

Administrative Support for 2016 \$4,800

Administrative Support for 2017 \$4,800

This listing assumes services are provided at 40 hours a quarter are allocated for a total of 160 hours for each of the 2016 and 2017 calendar years. Each Member Jurisdiction's cost percentage of the Administrator Support Provider is listed in Exhibit D Table 1.

Federal Government Relations Service Provider Needs Listing

The Member Jurisdictions wish to retain and employ a Federal Government Relations Service Provider, Johnston Group, for the term of the agreement period (January 1, 2016 to December 31, 2017) to provide federal government relation services for the Forum in order to increase its visibility with its congressional delegation and compete for federal funding. The Johnston Group scope of services is attached at the end of this exhibit.

The total cost for each year of the agreement shall not exceed the amounts listed for 2016 and 2017 below.

Government Relations Support through the Johnston Group:

For 2016	\$36,000
For 2017	\$36,000

The Member Jurisdiction's cost percentage of the Federal Government Service Provider is listed in Exhibit D Table 1.

JOHNSTON | GROUP

Appendix A

Scope of Services

The Consultant ("The Johnston Group") shall provide the scope of services listed below for the Client ("Lake Ballinger/McAleer Creek Watershed Forum"). The scope of services may include, but not be limited to, the following activities:

Support Federal Funding for the Lake Ballinger/McAleer Creek Watershed Forum

- Work with the Lake Ballinger/McAleer Creek Watershed Forum to identify the funding needs and get detailed information about priority projects contained in the Forum's Capital Improvement Plan.
- Review Forum planning documents and budget to ascertain the full range of Forum initiatives and determine which Forum projects are eligible for support through the existing federal funding programs.
- Advise the Lake Ballinger/McAleer Creek Watershed Forum about which projects ought to be prioritized for federal grants, directed federal spending via appropriations and authorization bills.
- Assist the Forum with its engagement with the Seattle office of the U.S. Army Corps of Engineers and utilize the delegation to bolster this relationship to result in funding for the Forum.

Prepare and Support the Lake Ballinger/McAleer Creek Watershed Forum within Federal Funding Opportunities

- Advise the Forum about the creation of collateral materials for federal funding requests.
- Work with the Forum to identify potential supporters for project requests and secure letters of endorsement.
- Coordinate formal submission of appropriations requests, if applicable, and ensure compliance with all deadlines.
- Work with Forum on the Water Resources Development Act implementation and seek federal funds to support the Forum's activities.

- Determine legislative tactics Congress may utilize to enact federal appropriations bills and implement a strategy to preserve funds targeted for the Lake Ballinger Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and appropriations process throughout the year with regular legislative updates provided to the Forum.

D.C. Lobbying Meetings

- Schedule meetings in Washington, D.C. as necessary with Lake Ballinger/McAleer Creek Watershed Forum representatives and Congressman Larsen, Congressman McDermott, Representative DelBene and Senators Murray and Cantwell. We also may schedule meetings with other members of the delegation as relevant.
- Include the D.C.-based liaison for Washington State Governor Inslee as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for federal funding and policy requests and meetings with Forum representatives and elected officials.
- Attend and facilitate meetings in Washington, D.C.
- Prepare Lake Ballinger/McAleer Creek Watershed Forum officials for congressional meetings.
- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.
- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- Ensure the delegation is prepared to engage federal Agencies in support of the Forum as necessary and as appropriate.

- Ensure the delegation is prepared to swiftly respond in the event of a flooding event to coordinate disaster relief and support.

Involvement of Lake Ballinger/McAleer Creek Watershed Forum Member Staff and Elected Officials

- Issue monthly activity reports to Forum representatives detailing specific actions taken on the Forum's behalf.
- Engage the Forum's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.
- Counsel the Forum about locally-based lobbying activities to further the Forum's legislative and federal funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum

- Solicit support from each Member of Congress that we are seeking support from (i.e. Congressman Rick Larsen, Congresswoman DelBene, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell) for our federal funding and policy requests.
- Maintain year-long direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum's projects and have an in-depth discussion about the Forum's funding and policy needs.

Grant Funding Strategy

- Solicit support from the Governor and the congressional delegation for the relevant Forum grant applications.

**Third Amendment to Interlocal Agreement
for the Governmental Jurisdictions within the
Lake Ballinger/McAleer Creek Watershed
Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County**

This Third Amendment to the Agreement (“Third Amendment”) is entered into by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington.

RECITALS

WHEREAS, the Agreement, expires on December 31, 2017; and

WHEREAS, The Agreement, by its terms, may be extended for such additional terms as the **Member Jurisdictions** may agree in writing; and

WHEREAS, the **Member Jurisdictions** desire to extend the Agreement for an additional three-year term commencing January 1, 2018 through December 31, 2020 (“extended term”); and

WHEREAS, the **Member Jurisdictions** desire to provide for the election of in-kind contribution of services for Snohomish County, recognizing the specialized technical skills in lake management possessed by Snohomish County; and

WHEREAS, the **Member Jurisdictions** desire to provide for a replacement of Exhibit C (“Capital Improvement Plan”), Exhibit D2 (“Operating Fund Allocations”), and Exhibit E2 (“Service Provider Operating Fund Allocations”) for the extended term; and

WHEREAS, the **Member Jurisdictions** desire to amend the Agreement on the terms and conditions set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the **Member Jurisdictions** agree to amend the Agreement as follows:

Section 1. Defined Terms. All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Agreement, unless expressly provided otherwise in this Third Amendment.

Section 2. Extension of Term. The **Member Jurisdictions** acknowledge and agree that the term of the Agreement shall be extended by an additional three-year term, commencing January 1, 2018 and remain in effect through December 31, 2020 (“New Term”), unless terminated earlier pursuant to the provisions in the Agreement.

Section 3. Amendment to Section 6. Obligations of Member Jurisdictions; Budget; Fiscal Agent; Rules. Subsection 6.1 is hereby amended to read as follows:

Each Member Jurisdiction shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the operating fund adopted by the Forum under this agreement and described in Section 4.2.3 or in the alternative, mutually agreed in-kind contribution of services as provided in Subsection 6.5.

Section 4. New Subsection to Section 6. Obligations of Member Jurisdictions; Budget; Fiscal Agent; Rules. A new Subsection 6.5 is hereby added to read as follows:

At Snohomish County’s election, in recognition of the specialized technical skills in lake management possessed by Snohomish County, the Forum will accept a mutually-agreed upon in-kind contribution of technical services in lieu of financial contribution from Snohomish County as a **Member Jurisdiction**, including (but not limited to) assistance with: lake monitoring, set-up and equipment for a volunteer lake monitoring program, aquatic weed control technical assistance, engineering assessment of hydrologic and hydraulic lake features, flow monitoring services to determine quantity of lake input (Hall Creek) and output (McAleer Creek), and assistance with expanding the current Lake Improvement District to meet new challenges.

Section 5. Amendment to Section 7 Latecomers. Section 7 is hereby amended to read as follows:

Member Jurisdiction Participation. An **Eligible Jurisdiction** listed in Section 1.2 may become a **Member Jurisdiction** upon execution of this Agreement at any time throughout the term of the Agreement or any extension thereof. Any county or city that becomes a **Member Jurisdiction** pursuant to this Section shall thereby immediately assume the general rights, obligations and responsibilities of all other **Member Jurisdictions** including any percentage share funding requirement as set forth in Exhibit D3 and E3 or any authorized in-kind contribution of services commencing the calendar year that the **Eligible Jurisdiction** becomes a **Member Jurisdiction**.

Section 6. Replacement of Exhibit C, Exhibit D2 and Exhibit E2. **Member Jurisdictions** acknowledge and agree that Exhibit C, Exhibit D2 and Exhibit E2 to the Agreement shall be replaced respectively with new Exhibits, Exhibit C1 (Capital Improvement Plan), Exhibit D3 (“Operating Fund Allocations”) and Exhibit E3 (“Service Provider Operating Fund Allocations”), which are attached hereto and incorporated by reference.

Section 7. Method and Duty to File Third Amendment. **Member Jurisdictions** shall, upon execution of this Third Amendment to the Agreement, post this Third Amendment on its official website in accordance with RCW 39.34.040 and RCW 39.34.200.

Section 8. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Third Amendment.

Section 9. Conflict; No Further Modification. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Third Amendment, the terms and conditions of this Third Amendment shall prevail.

Section 10. Remaining Terms of Agreement. Except as specifically set forth in this Third Amendment, all other terms and conditions of the Agreement and Exhibits shall remain unmodified and in full force and effect.

Section 11. Effective Date of Amendment. This Third Amendment shall become effective upon the day the second **Member Jurisdiction** executes this Amendment, as authorized by each jurisdiction’s legislative body.

IN WITNESS WHEREOF, the **Member Jurisdictions** hereto have executed this Third Amendment on the dates indicated below:

Approved as to Form:

CITY OF EDMONDS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF LAKE FOREST PARK

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF LYNNWOOD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF MOUNTLAKE TERRACE

By: [Signature]

By: [Signature]

Title: City Attorney

Title: City Manager

Date: 12-21-18

Date: 12/20/17

Approved as to Form:

CITY OF SHORELINE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the **Member Jurisdictions** hereto have executed this Third Amendment on the dates indicated below:

Approved as to Form:
By: Sharon Cate
Title: City Attorney
Date: 2-2-2018

CITY OF EDMONDS
By: Daniel O. Earley
Title: Mayor
Date: 2.2.18

Approved as to Form:
By: _____
Title: _____
Date: _____

CITY OF LAKE FOREST PARK
By: _____
Title: _____
Date: _____

Approved as to Form:
By: _____
Title: _____
Date: _____

CITY OF LYNNWOOD
By: _____
Title: _____
Date: _____

Approved as to Form:
By: _____
Title: _____
Date: _____

CITY OF MOUNTLAKE TERRACE
By: _____
Title: _____
Date: _____

Approved as to Form:
By: _____
Title: _____

CITY OF SHORELINE
By: _____
Title: _____

IN WITNESS WHEREOF, the **Member Jurisdictions** hereto have executed this Third Amendment on the dates indicated below:

Approved as to Form:
By: _____
Title: _____
Date: _____

CITY OF EDMONDS
By: _____
Title: _____
Date: _____

Approved as to Form:
By: K. A. Pratt
Title: City Attorney
Date: 12-22-17

CITY OF LAKE FOREST PARK
By: [Signature]
Title: Mayor
Date: 12-27-2017

Approved as to Form:
By: _____
Title: _____
Date: _____

CITY OF LYNNWOOD
By: _____
Title: _____
Date: _____

Approved as to Form:
By: _____
Title: _____
Date: _____

CITY OF MOUNTLAKE TERRACE
By: _____
Title: _____
Date: _____

Approved as to Form:
By: _____
Title: _____
Date: _____

CITY OF SHORELINE
By: _____
Title: _____
Date: _____

Approved as to Form:

SNOHOMISH COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C1

CAPITAL IMPROVEMENT PLAN

Lake Ballinger/McAleeer Creek Watershed Forum Capital Improvement Plan (10/24/17)									
Action or Project	Description	Project Information			Goal	Issues	Projected Outcome	Project Status (10/24/17)	
	New Projects are in Red.	Planning Level Cost	Funding Options	Lead Agency					
Upper McAleeer Creek/Lake Ballinger/Hall Creek									
Phase I	Model the Lake Ballinger system from Hall Lake to Lake Washington	Calibrate and consolidate existing modeling information sufficient to develop calibrated hydraulic and hydrologic model for Lake Ballinger for the purpose of determining flooding impacts under various control scenarios during large storm events (for example: and determine flood plain elevations for Hall Creek and Lake Ballinger during a 100-year flood; simulate impacts to LFP property owners if the restricting culvert under 1-5 is modified to allow more flow, weir elevation changes, other scenarios.)	Unknown at this time - New Project	Grant, Forum	Mountlake Terrace, Edmonds, Lake Forest Park	Answer questions, accurately reflect existing conditions during flood events	Requires H&H model calibration by qualified consultant; cost currently unknown.	Give accurate guidance to cities with development and redevelopment in the affected flood plain.	Has not been initiated
	Develop and Implement flood proofing program	Leverage FEMA funds for flood proofing program	\$1,000,000 to \$2,000,000	Grant	Edmonds	Develop flood proofing program to prevent structure flooding	Privately initiated flood proofing program with possible City assistance	Developing an effective flood proofing program	Has not been initiated
	Ballinger Park Restoration	Develop passive use park, enhance environmentally sensitive areas, create stream meanders, increase flood capacity/stream channel capacity and improve quality of water entering Lake Ballinger.	TBD	Partnership with USACE	Mountlake Terrace	Improve quality of water entering Lake Ballinger, increase channel capacity in Hall Creek, allow park area to flood to reduce flooding downstream/on the lake	Cost, park vs. environmental restoration balance	Improved water quality, small reduction in lake levels, improve habitat	Study ongoing with USACE
	Hypolimnetic System Evaluation/Study	The Washington State Department of Ecology ordered the City of Mountlake Terrace to close the hypolimnetic valve at the Lake Ballinger weir on McAleeer Creek. DOE measured decreased dissolved oxygen in McAleeer Creek downstream of the weir caused by the water release from the system. A study of the systems water quality benefits to Lake Ballinger and the downstream impacts to consider alternatives to begin using the system again - even if it is seasonal.	TBD	Grant, Partnership with DOE	Mountlake Terrace	Improve water quality on Lake Ballinger, comply with DOE requirements	Coordination with DOE, negative water quality impacts downstream of outlet pipe	Improve water quality on Lake Ballinger	Has not been initiated
	McAleeer Creek Weir								
	Action I	Install new weir gate	\$25,000	Mountlake Terrace	Mountlake Terrace	Restore weir to 1995 maintenance status	MLT maintenance issue	Meet existing maintenance requirements	Has not been initiated - opportunity for USACE collaboration
Phase II	Hall Creek Detention	Install detention or infiltration system upstream of Lake Ballinger	\$12,000,000 not including land acquisition	Grant, appropriations, city CIP funds	Mountlake Terrace	Keep lake level below 279.3	Large site footprint of 2.7 acres - cost of land acquisition not included	Reduce flooding for Lake Ballinger and downstream	Has not been Initiated - Lake Ballinger Park Project Partnership with USACE
	Basin Wide LID Retrofits	Retrofit existing city parcels and right of way with Low Impact Development BMP's	\$5,000,000 to \$10,000,000 over 20 years	Grant, appropriations, city CIP funds	Each city in upper basin	Reduce flooding and improve water quality	Long term - 20 year plan	Eliminate 100 year flooding events, meet Lake Ballinger TMDL limits and improve on fecal, temperature and chemical issues in McAleeer Creek	Partially ongoing with current/updated development regulations and incorporation into capital projects

Lake Ballinger/McAleer Creek Watershed Forum Capital Improvement Plan (10/24/17)									
Action or Project	Description	Project Information			Goal	Issues	Projected Outcome	Project Status (10/24/17)	
	New Projects are in Red.	Planning Level Cost	Funding Options	Lead Agency					
Lake Management									
Sediment Management Around Weir	Sediment accumulates upstream of the outlet weir of Lake Ballinger. This may reduce the capacity of the weir to release water during storm events.	TBD	Grant, Lake Management District, Local Funding	Mountlake Terrace	Improve function of Lake Ballinger outlet weir, reduce occurrence of flooding	Permits, cost, schedule, maintenance vs. capital	Improve function of the Lake Ballinger outlet weir	Has not been initiated	
Watermilfoil Management: survey and plan	Watermilfoil is negatively impacting use of Lake Ballinger for recreation. In addition, according to Ecology, watermilfoil adversely impacts aquatic ecosystems by forming dense canopies that often shade out native vegetation, is poor habitat for aquatic species, raises pH, decreases oxygen under mats and increases water temperature.	estimated \$30,000	Ecology grant, MLT & Edmonds in-kind contribution of labor and resources	Edmonds, Mountlake Terrace	Assess severity of watermilfoil infestation of the lake as part of a formal survey, write an "Integrated Aquatic Plant Control Plan" for Lake Ballinger. Plan is required to develop adequate budget and scope, permits, public outreach, and grant \$	Cost for consultant to conduct survey and write plan, schedule, in-kind contribution of staff time from MLT and Edmonds	Improved use of Lake Ballinger for recreation, improved habitat and water quality	Initiated in September 2017	
Watermilfoil Management: Implement control strategy	Watermilfoil is negatively impacting use of Lake Ballinger for recreation. In addition, according to Ecology, watermilfoil adversely impacts aquatic ecosystems by forming dense canopies that often shade out native vegetation, is poor habitat for aquatic species, raises pH, decreases oxygen under mats and increases water temperature.	\$45,000 - \$100,000+, depending on the severity of the problem	Ecology grant, MLT & Edmonds in-kind contribution of labor and resources	Edmonds, Mountlake Terrace	Implement Integrated Aquatic Plant Control Plan	Cost for permits, public outreach for plan outcome, cost of treatment and removal of plant biomass	Improved use of Lake Ballinger for recreation, improved habitat and water quality	Follows the survey and Aquatic Control Plan, depends on completion and acceptance of these steps.	
Lower McAleer Creek									
Phase II (Phase I Tasks Complete)	Upgrade/Replace Culverts on McAleer Creek	Enhance and replace four culverts on McAleer Creek in Lake Forest Park	\$3,000,000	Grant	Lake Forest Park	Reduce localized flooding in Lake Forest Park.	Project benefits residents in Lake Forest Park only.	Up to 10 residences in Lake Forest Park would be protected from localized flooding.	Project has not been initiated
	Basin Wide LID Retrofits	Retrofit existing city parcels and right of way with Low Impact Development BMP's	\$5,000,000 to \$10,000,000 over 20 years	Appropriations or grant	Lake Forest Park Shoreline	Reduce flooding and improve water quality	Long term - 20 year plan	Eliminate 100 year flooding events, improve on fecal, temperature and chemical issues in McAleer Creek	Partially ongoing with current/updated development regulations and incorporation into capital projects

EXHIBIT D3

OPERATING FUND ALLOCATIONS

Table 1**Service Provider Operating Fund Allocation 2018-2020**

Allocation shall be equal percentage for each (current) Member Jurisdiction

Jurisdiction	% of Total Original members	% of Total 5 members	% of Total 4 members	% of Total 3 members
Edmonds	16.67%	20.00%	25.00%	33.33%
Snohomish County*	16.67%	20.00%	25.00%	
Lake Forest Park	16.67%	20.00%	25.00%	33.33%
Mountlake Terrace	16.67%	20.00%	25.00%	33.33%
Lynnwood	16.67%			
Shoreline	16.67%	20.00%		

*Provided however, that Snohomish County, in its discretion and at its election, may provide mutually agreed in-kind contribution of services in lieu of its percentage share of the financial operating fund allocation as set forth in D3 and E3. Snohomish County shall, within thirty (30) days of becoming a **Member Jurisdiction** and no later than September 1 of each calendar year thereafter during the duration of this Agreement or extension thereof shall advise the other **Member Jurisdictions** of its election to provide in-kind contribution of services. In the event Snohomish County elects to provide in-kind contribution of services, the remaining **Member Jurisdictions** shall share equally Snohomish County's financial operating fund allocation.

EXHIBIT E3

SERVICE PROVIDER OPERATING FUND ALLOCATIONS

Administrative Support Service Provider Needs Listing

The Forum wishes to retain the City of Mountlake Terrace as the Administrative Support Service Provider. The Forum has suggested quarterly meetings at a minimum for the current agreement period with other meetings held as needed. The Service Provider needs listing allows for four quarterly meetings and up to four additional meetings per year.

Duties	Hours/Quarter Year	
1. Attend and take notes at monthly Forum Meeting	5	20
2. Arrange for room reservations, provide materials for meetings	5	20
3. Compile and produce minutes from the Forum meetings	10	40
4. Generate draft agenda for the Forum Meeting - coordinate with the chair and co-chair on meeting agenda	3	12
5. Coordinate e-mail contacts through the Forum distribution list	1	4
6. Assists with city's web site maintenance	6	24
7. Maintains documents record for Forum activities	6	24
8. Prepares News Releases on Forum updates	4	16
Total	40	160

Additional Duties may be added as needs develop

Provider Support through the City of Mountlake Terrace

Administrative Support for 2018	\$4,800
Administrative Support for 2019	\$4,800
Administrative Support for 2020	\$4,800

This listing assumes services are provided at 40 hours a quarter are allocated for a total of 160 hours for each of the 2018, 2019 and 2020 calendar years. Each Member Jurisdiction's cost percentage of the Administrator Support Provider is listed in Exhibit D3 Table 1.

Federal Government Relations Service Provider Needs Listing

The Member Jurisdictions wish to retain and employ a Federal Government Relations Service Provider, Johnston Group, for the term of the agreement period (January 1, 2018 to December 31, 2020) to provide federal government relation services for the Forum in order to increase its visibility with its congressional delegation and compete for federal funding. The Johnston Group scope of services is attached at the end of this exhibit.

The total cost for each year of the agreement shall not exceed the amounts listed for 2018, 2019 and 2020 below.

Government Relations Support through the Johnston Group:

For 2018	\$36,000
For 2019	\$36,000
For 2020	\$36,000

The Member Jurisdiction’s cost percentage of the Federal Government Service Provider is listed in Exhibit D3 Table 1.



Appendix A

Scope of Services

The Consultant (“The Johnston Group”) shall provide the scope of services listed below for the Client (“Lake Ballinger/McAlear Creek Watershed Forum”). The scope of services may include, but not be limited to, the following activities:

Although a refined set of activities will be developed in consultation with the Lake Ballinger/McAlear Creek Watershed Forum as our work continues, below is a brief description of the major activities that would be part of the Johnston Group’s scope of services based on our work together over the past few years.

Developing the U.S. Army Corps of Engineers as a Funding Partner

This is the top legislative priority for the Lake Ballinger/McAlear Creek Watershed Forum (Forum) and will be the primary focus of our work together.

The Forum has been successful in changing the ability for the Corps to be a more active partner to projects within their authority but are smaller projects led by municipalities. The Forum’s work culminated in legislative language that was enacted a few years ago. Since then, the Seattle office of the Corps has been developing a relationship with the Corps to fund elements of the Forum’s Capital Improvement Plan – with an initial focus on the habitat restoration and water quality issues at Ballinger Park in Mountlake Terrace.

Moving forward, we will need strong congressional support to continue to support this partnership and to move the Corps’ focus from the Ballinger park property into a more expansive approach within the watershed. We believe this can happen and will result in a long term funding partner for many of the Forum’s identified Capital Improvement Projects throughout the watershed.

Supporting Funding for a Watershed Hydrology Study

If the Forum decides to go forward with a study to assess the hydrology of the watershed as a whole following the work done on Lake Ballinger and in Lake Forest Park, then supporting funding for this study becomes a key priority.

Potential funding partners could include the Army Corps of Engineers, FEMA Pre-Disaster Mitigation funding or funds through a state capital budget.

Building a New Grant Program to support Culvert Replacement

The Forum should seek to create a new competitive grant program at the federal level for culvert replacement projects that have failed and need to be replaced or that are connected to habitat restoration for species recovery.

This effort is likely to take some time to accomplish – beyond the current Congress for certain – but could be started in 2018 with the goal of securing this program in the years following the completion of the hydrology study so the Forum would have a potential funding source to partner with it for key watershed projects.

Supporting the Green Stormwater Initiatives in Congress

Congressmen Derek Kilmer and Denny Heck have started a long term effort to improve the health of Puget Sound through a series of federal efforts including making stormwater management a scoring criteria for federal infrastructure grants, creating a new refundable tax credit for stormwater management and enhancement and similar efforts.

The Forum has the ability to be a key thought leader in the effort to push this legislation given its collaborative nature and multi-jurisdictional boundary.

While these efforts are endorsed by Forum-members on a municipal basis, having the Forum as a key ally for Congress on these efforts would be a key strength. The Green Stormwater effort in Congress includes:

- Adding green stormwater criteria to transportation and infrastructure grant awards;
- Providing a refundable tax credit for private Green Stormwater infrastructure investments and maintenance; and
- Other opportunities to improve the water quality of Puget Sound.

Additional activities beyond these key priorities are listed below.

We are always open to modifications and changes in our approach and our defined scope of services. As a small consultancy, we take pride in being nimble and agile to maximize client opportunities.

Support Federal Funding for the Lake Ballinger/McAleeer Creek Watershed Forum

- Work with the Lake Ballinger/McAleeer Creek Watershed Forum to identify the funding needs and get detailed information about priority projects contained in the Forum’s Capital Improvement Plan.
- Review Forum planning documents and budget to ascertain the full range of Forum initiatives and determine which Forum projects are eligible for support through the existing federal funding programs.
- Advise the Lake Ballinger/McAleeer Creek Watershed Forum about which projects ought to be prioritized for federal grants, directed federal spending via appropriations and authorization bills.
- Assist the Forum with its engagement with the Seattle office of the U.S. Army Corps of Engineers and utilize the delegation to bolster this relationship to result in funding for the Forum.

Prepare and Support the Lake Ballinger/McAleeer Creek Watershed Forum Within Federal Funding Opportunities

- Advise the Forum about the creation of collateral materials for federal funding requests.

- Work with the Forum to identify potential supporters for project requests and secure letters of endorsement.
- Coordinate formal submission of appropriations requests, if applicable, and ensure compliance with all deadlines.
- Work with Forum on the Water Resources Development Act implementation and seek federal funds to support the Forum's activities.
- Determine legislative tactics Congress may utilize to enact federal appropriations bills and implement a strategy to preserve funds targeted for the Lake Ballinger Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and appropriations process throughout the year with regular legislative updates provided to the Forum.

D.C. Lobbying Meetings

- Schedule meetings in Washington, D.C. as necessary with Lake Ballinger/McAleeer Creek Watershed Forum representatives and Congressman Larsen, Congresswoman Jayapal, Representative DelBene and Senators Murray and Cantwell. We also may schedule meetings with other members of the delegation as relevant.
- Include the D.C.-based liaison for Washington State Governor Inslee as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for federal funding and policy requests and meetings with Forum representatives and elected officials.
- Attend and facilitate meetings in Washington, D.C.
- Prepare Lake Ballinger/McAleeer Creek Watershed Forum officials for congressional meetings.
- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.
- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- Ensure the delegation is prepared to engage federal Agencies in support of the Forum as necessary and as appropriate.
- Ensure the delegation is prepared to swiftly respond in the event of a flooding event to coordinate disaster relief and support.

Involvement of Lake Ballinger/McAleeer Creek Watershed Forum Member Staff and Elected Officials

- Issue monthly activity reports to Forum representatives detailing specific actions taken on the Forum's behalf.
- Engage the Forum's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.

- Counsel the Forum about locally-based lobbying activities to further the Forum's legislative and federal funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum

- Solicit support from each Member of Congress that we are seeking support from (i.e. Congressman Rick Larsen, Congresswoman DelBene, Congresswoman Pramila Jayapal, Senator Patty Murray and Senator Maria Cantwell) for our federal funding and policy requests.
- Maintain year-long direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum's projects and have an in-depth discussion about the Forum's funding and policy needs.

Grant Funding Strategy

- Solicit support from the Governor and the congressional delegation for the relevant Forum grant applications.

BUDGET

The Johnston Group proposes to complete the scope of services outlined in this proposal for a fixed monthly retainer of \$3,000 starting January 1, 2018 and ending on December 31, 2020. This retainer is unchanged from the contract in place for 2016-2017.

This retainer includes all expenses with the exception of transportation and lodging connected to travel to Washington, D.C. Expenses will be billed to Forum at cost and in arrears.

Either the Forum or the Johnston Group may terminate this contract with 30 days written notice at any time for any reason. Both parties may modify the scope and terms of this engagement upon mutual agreement at any time.

The opportunity to continue to work with the Lake Ballinger / McAleer Creek Watershed Forum is an exciting one for the Johnston Group, and we are willing to structure the relationship in a way that works for both organizations. If necessary, we would be pleased to modify this proposal to meet the specific project or budget needs of the Forum.

- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.

- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- Ensure the delegation is prepared to engage federal Agencies in support of the Forum as necessary and as appropriate.
- Ensure the delegation is prepared to swiftly respond in the event of a flooding event to coordinate disaster relief and support.

Involvement of Lake Ballinger/McAleer Creek Watershed Forum Member Staff and Elected Officials

- Issue monthly activity reports to Forum representatives detailing specific actions taken on the Forum's behalf.
- Engage the Forum's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.
- Counsel the Forum about locally based lobbying activities to further the Forum's legislative and federal funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

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- Solicit support from each Member of Congress that we are seeking support from (i.e. Congressman Rick Larsen, Congresswoman Susan DelBene, Congresswoman Pramila Jayapal, Senator Patty Murray and Senator Maria Cantwell) for our federal funding and policy requests.
- Maintain yearlong direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum's projects and have an in-depth discussion about the Forum's funding and policy needs.

Grant Funding Strategy

- Solicit support from the Governor and the congressional delegation for the relevant Forum grant applications.

INTERLOCAL AGREEMENT
for the Governmental Jurisdictions within the Lake Ballinger/McAleeer Creek
Watershed Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington. The parties executing this Agreement are located in King and Snohomish Counties, lying wholly or partially within the Watershed Area defined in Section 1.1 below (individually for those executing this Agreement "Member Jurisdiction" and collectively "Member Jurisdictions"). The Member Jurisdictions share interests in and responsibility for addressing long-term watershed planning and conservation and wish to provide for development of various activities and projects therein.

A. MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **WATERSHED AREA:** The *Watershed Area* is defined as those waters draining to Lake Washington through surface and subsurface natural or constructed water conveyance systems consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleeer Creek and all other known surface and subsurface tributary drainages along with the associated pipe conveyance systems connected to existing surface conveyance as further delineated on the watershed map attached as Exhibit A and collectively known as the Lake Ballinger/McAleeer Creek Watershed. Additional tributary drainage areas identified in the future that are not currently listed on Exhibit A may be added to the Exhibit A by amendment of this Agreement.
 - 1.2 **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as *Member Jurisdictions* are Snohomish County, and the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace and Shoreline.
 - 1.3 **MEMBER JURISDICTION:** A *Member Jurisdiction* as referred to herein is a government eligible for participation in this Agreement that has also executed this Agreement.
 - 1.4 **LAKE BALLINGER/McALEER CREEK WATERSHED FORUM:** The *Lake Ballinger/ McAleeer Creek Watershed Forum* (hereinafter referred to as the *Forum*) created herein is the governing body responsible for implementing this Agreement and is comprised of designated representatives of *Eligible Jurisdictions* who have authorized the execution of and become *Member Jurisdictions* of this Agreement.
 - 1.5 **STRATEGIC ACTION PLAN:** *The Strategic Action Plan*, as referred to herein, is the plan developed by the Forum and adopted by all Member

Jurisdictions to address water resource issues within the **Watershed Area** as provided in this Agreement. The plan identifies specific actions and projects to address the identified water resource issues and is attached as Exhibit B.

- 1.6 **CAPITAL IMPROVEMENT PLAN:** The **Capital Improvement Plan**, as referred to herein, is the set of projects developed in the **Strategic Action Plan** to address the identified water resource issues. The **Capital Improvement Plan** lists specific projects, estimated costs, proposed funding mechanisms and project lead agency and is attached as Exhibit C.
 - 1.7 **FISCAL AGENT:** The **Fiscal Agent** is the entity designated to perform all accounting and contract management services for the **Forum**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
 - 1.8 **SERVICE PROVIDER(S):** The **Service Provider(s)**, as used herein, means that individual consultant or other entity which provides a service to and for the **Forum** and who is directed to carry out actions as determined or assigned by the **Forum**, including but not limited to, preparation of meeting agendas and minutes, maintaining documents and records, researching federal and state appropriation opportunities, and researching and applying for local, state and federal grants in support of the **Strategic Action Plan** and the **Capital Improvement Plan**.
 - 1.8.1 **Service Provider Operating Fund:** The **Service Provider Operating Fund** is the fund established for activities of the **Service Provider(s)** in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**. The fund budget is set each year by action of the Forum and authorized by budget allocation from each **Member Jurisdiction**.
 - 1.9 **STEERING COMMITTEE and PROJECT SUBCOMMITTEES:** The **Steering Committee** is composed of executive level staff members of each **Member Jurisdiction** who will provide specific guidance to technical level staff on the **Project Subcommittees** for each of the projects identified in the **Capital Improvement Plan** based on policy direction from the Forum.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation of the **Strategic Action Plan** and to share the cost of **Service Provider(s)** to coordinate and provide the services necessary for the successful implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.
 - 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies, federal agencies or other sources to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
 - 2.3 To provide a framework for cooperation and coordination among the member jurisdictions on issues relating to the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.

2.4 To develop and articulate to state and federal legislators, watershed based positions on stormwater management issues, conservation issues, funding or any other issues jointly identified by the **Member Jurisdictions**.

2.5 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 watershed conservation efforts.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual **Member Jurisdiction** or water quality policy body.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided that after such execution, this Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect, unless terminated as provided in Section 9, until December 31, 2013; provided, however, that this Agreement may be extended for such additional terms as the **Member Jurisdictions** may agree to in writing.

4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby establish the **Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee and an alternate (elected official or designee and alternate hereinafter referred to as designee) to serve as its representative on the **Forum** along with a **Steering Committee** representative to carry out the policy direction of the Forum.

4.1 Upon the effective execution of this Agreement and the appointment of designees from each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose, according to the voting provisions of Section 5, representatives to serve as **Forum Chair** and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings including the development of the agendas, running the meeting and providing leadership to the **Forum**.

4.2 The **Forum** shall have the authority and mandate to do the following:

4.2.1 Review and evaluate at least annually the duties to be assigned to the **Steering Committee** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.

4.2.2 Review **Steering Committee** progress on implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** on a quarterly basis and provide for whatever actions it deems appropriate to ensure that such development is efficiently, effectively and responsibly delivered in the performance of this Agreement.

4.2.3 On or before September 1 of each year, establish and approve a **Service Provider Operating Fund** budget for the following calendar year for the activities of the **Service Provider(s)**, proposing the level

of funding and total resource obligations of the **Member Jurisdictions** to support the activities of the **Service Provider(s)** which are to be allocated in accordance with the formula set forth in Exhibit D.

- 4.2.4 Review and evaluate at least annually the duties to be assigned to the **Service Provider(s)** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
- 4.2.5 Oversee and administer the allocation of resources available to the **Forum** to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 4.3 The **Forum** designees may adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation according to the voting provisions of Section 5.
5. **VOTING.** The **Forum** designees shall make decisions, approve goals and objectives, specify work priorities and perform any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 No action or binding decision will be taken by the **Forum** without the presence of a quorum of active **Member Jurisdiction** designees. A quorum exists if a majority of the **Member Jurisdiction** designees are present at the **Forum** meeting. The voting procedures provided for in 5.2 and 5.3 are conditioned upon there being a quorum of the active **Member Jurisdiction** designees present for any action or decision to be effective and binding.
- 5.2 Decisions shall be made using a consensus model as much as possible. Each designee agrees to use their best effort and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Member Jurisdiction** designees at the meeting or by a majority recommendation agreed upon by the **Member Jurisdiction** designees.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Forum**, the **Forum** shall take action on a majority basis, as follows:
- 5.3.1 Each **Member Jurisdiction**, through its appointed designee, may cast its vote in connection with a proposed **Forum** action.
- 5.3.2 For any action subject to voting to be deemed approved, an affirmative vote must be cast by a majority of the **Member Jurisdiction** designees. No action shall be valid and binding on the **Member Jurisdiction** until it shall receive majority of votes of the total number of **Member Jurisdiction** designees. A vote of abstention shall be recorded as a “no” vote.
6. **OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.**
- 6.1 Each **Member Jurisdiction** shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the

- operating fund adopted by the **Forum** under this Agreement and described in Section 4.2.3.
- 6.2 On or before September 1 of each year of this Agreement, the **Forum** shall adopt a **Service Provider** budget for the following calendar year. The **Service Provider** budget shall propose the level of funding responsibilities of the individual **Member Jurisdictions** for the following calendar year and shall propose the levels of funding to be allocated to the **Service Provider** budget for implementation activities related to the **Strategic Action Plan** and the **Capital Improvement Plan** within the **Watershed Area**. The **Member Jurisdictions** shall thereafter take separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed operating fund, and shall have done so no later than December 31st of each such year, provided that the financial obligations of each Member Jurisdiction to fund this Agreement after December 31, 2011 are contingent upon local legislative appropriation of necessary funds in future fiscal years; and provided that financial obligations imposed herein shall not be for the purpose of funding the design or construction of specific **Capital Improvement Plan** projects.
- 6.3 Funds collected from any source on behalf of the **Forum** shall be maintained in a special fund by the **Fiscal Agent** as *ex officio* treasurer on behalf of the **Forum** pursuant to rules and procedures established and agreed to by the **Forum**. The **Fiscal Agent** shall also serve as the contractual agent for the **Member Jurisdictions** in acquiring any services needed, including those provided by the **Service Provider(s)**, in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** as directed by the **Forum**. The **Fiscal Agent** shall establish billing practices and collection procedures in the format established by the Washington State Auditor, and utilize its established purchasing authority and procedures, and any other procedures as may be necessary to provide for its efficient administration and operation. Any **Member Jurisdiction** may inspect and review all records maintained in connection with the special fund maintained by the **Fiscal Agent** at any reasonable time.
- 6.4 The **Fiscal Agent**, in the performance of its duties, shall not exceed the budgeted amounts authorized by the **Forum** and/or the total funds as appropriated by the individual **Member Jurisdictions**.
7. **LATECOMERS.** An **Eligible Jurisdiction** listed in Section 1.2 which has not become a **Member Jurisdiction** within six (6) months of the effective date of this Agreement may become a **Member Jurisdiction** only with the written consent of all the **Member Jurisdiction**. The provisions of Section 5 otherwise governing decisions of the **Forum** shall not apply to this Section 7. The **Member Jurisdictions** and the county or city seeking to become a **Member Jurisdiction** shall jointly determine the terms and conditions under which the county or city may become a **Member Jurisdiction**. These terms and conditions shall include payment by such county or city to the **Member Jurisdictions** of the amount determined jointly by the **Member Jurisdictions** and the county or city to represent such county or city's fair and proportionate share of all costs

associated with activities undertaken by the **Forum** and the **Member Jurisdictions** on its behalf as of the date the county or city becomes a **Member Jurisdiction**. Any county or city that becomes a **Member Jurisdiction** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Member Jurisdictions**.

8. **TERMINATION.** This Agreement may be terminated by any **Member Jurisdiction**, as to that **Member Jurisdiction** only, upon sixty (60) days written notice to the other **Member Jurisdictions**. The terminating **Member Jurisdiction** shall remain fully responsible for meeting all of its funding obligations for expenditures authorized by the jurisdiction, but only for costs incurred prior to the date of the notice. This Agreement may be terminated at any time by the written agreement of all **Member Jurisdictions**.

9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each **Member Jurisdiction** shall protect, defend, hold harmless and indemnify the other **Member Jurisdictions** to include the officers, employees, agents and contractors of the **Member Jurisdiction**, 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 **Member Jurisdiction's** own negligent acts or omissions, torts and wrongful or illegal acts related to such **Member Jurisdiction's** participation and obligations under this Agreement. Each **Member Jurisdiction** 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 **Member Jurisdiction**, by mutual negotiation, hereby waives, with respect to the other **Member Jurisdictions** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to **Member Jurisdictions** exercising the right of termination pursuant to Section 9.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the **Member Jurisdictions** intend to assume any responsibility, risk or liability of any other **Member Jurisdiction** or otherwise with regard to any **Member Jurisdiction's** duties or any act, statute or regulation of any local municipality or government, the State of Washington or the United States.

11. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no **Member Jurisdiction** is committing to adopt or implement any actions or recommendations that may be contained in the **Strategic Action Plan** and the **Capital Improvement Plan** pursuant to this Agreement.

12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the ***Member Jurisdiction*** 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 ***Member Jurisdiction*** that is not a party to such decision or agreement.
13. **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 NMFS, USFWS, 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 ***Forum*** or any of the ***Member Jurisdictions***, or their officers, elected officials, agents and employees, to any third party.
14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the ***Member Jurisdictions***, represented by affirmative action by their legislative bodies.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each ***Member Jurisdiction*** must approve this Agreement before any representative of such ***Member Jurisdiction*** may execute this Agreement.
17. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each ***Member Jurisdiction*** in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
18. **ATTORNEY FEES.** In the event a ***Member Jurisdiction*** brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing ***Member Jurisdiction*** shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.