

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Water Resource Inventory Area (WRIA) 8 Interlocal Agreement
DEPARTMENT: Public Works
PRESENTED BY: Paul Haines/ Rika Cecil

PROBLEM/ISSUE STATEMENT:

Since January 2001, when the City Council authorized the Interlocal Agreement (ILA) for WRIA 8 watershed planning and conservation, the City has shared in the annual costs and participated in the WRIA 8 process that directed the development of the *WRIA 8 Chinook Salmon Conservation Plan* (the Plan). The new ILA will implement the Plan, which the City ratified in July 2005.

In order to continue its member jurisdiction status in WRIA 8 after the existing Interlocal Agreement expires on December 31, 2006, the City needs to authorize and sign the new ILA. The ILA will be effective from January 2007 through 2015, if it has been authorized and signed by at least 9 of the eligible jurisdictions within WRIA 8 representing at least 70% of the affected population, and filed according to law in King and Snohomish Counties.

ALTERNATIVES ANALYZED:

1. If the City signs the new ILA, and consequently participates in the implementation phase of the Plan, then the City will continue to meet the requirements of the Endangered Species Act (ESA) for Chinook salmon.
2. If the City chooses not to sign the ILA, then it will need to develop and implement its own Chinook recovery plan that will meet the ESA requirements.
3. If the City chooses not to sign the ILA and also chooses not to develop its own salmon recovery plan, then the City will be open to legal action from its citizens and conservation organizations.

FINANCIAL IMPACT:

- Authorization of the ILA allows the City to participate in the regional *WRIA 8 Salmon Recovery Council* at approximately the same cost share amount that has been paid annually since 2001, i.e. \$16,340 (see Exhibit A of the ILA). This amount will be reviewed and updated every three years by the *WRIA 8 Salmon Recovery Council*.
- Funds to cover the 2007 cost associated with the WRIA 8 ILA are included in the Surface Water & Environmental Services 2007 budget.

RECOMMENDATION

Staff recommends that Council authorize execution of the WRIA 8 ILA.

Approved By: City Manager  City Attorney 

INTRODUCTION

The existing WRIA 8 ILA expires on December 31, 2006. If the City does not authorize and sign the new ILA, the City will lose its member jurisdiction status in WRIA 8. Membership in the WRIA confirms the City's participation in the implementation of the *WRIA 8 Chinook Salmon Conservation Plan*, which meets the requirements of the Endangered Species Act for Chinook salmon. If the City chooses not to sign the ILA and also chooses not to develop its own salmon recovery plan, then the City will be open to legal action from its citizens and conservation organizations.

BACKGROUND

- On January 8, 2001, the City Council authorized the Interim City Manager to execute the WRIA 8 ILA, which expired December 31, 2005.
- On July 25, 2005, the Council adopted Resolution #232, ratifying the *WRIA 8 Chinook Salmon Conservation Plan* and allowing the City to participate in the regional WRIA 8 Forum in 2006.
- On November 28, 2005, the City Council authorized the extension of the WRIA 8 ILA through December 31, 2006.
- On July 10, 2006, the Council reviewed and discussed the draft of the new ILA. Suggested changes were forwarded to the WRIA 8 staff for incorporation into the new ILA.
- Implementation of the WRIA 8 Plan will help meet the City meet its 2007-2008 Council Work Plan Goal #6: create an environmentally sustainable community.

DISCUSSION

Summary of Significant Changes in the ILA:

1. The original ILA, which was authorized in 2001, reflected the goal of developing the regional WRIA 8 Plan for salmon conservation. The new, revised ILA, effective January 1, 2007 – December 31, 2015, provides the governance structure for implementation of the WRIA 8 Plan.
2. To facilitate implementation, the WRIA 8 Forum will be merged with the WRIA 8 Steering Committee into one leadership group, the *WRIA 8 Salmon Recovery Council*.
3. In the past, there was one Service Provider for WRIA 8. In the new ILA, there is the option of contracting with multiple service providers, such as similar watershed forum governing bodies and nonprofit corporations.
4. A variable quorum structure is included in the new ILA (see Section 5.1).
5. In the original ILA, adaptive management was applied to the Plan development process. In the new ILA, the WRIA 8 Plan will be implemented using an adaptive management approach.

Alternatives Analyzed:

1. If the City signs the new ILA, and consequently participates in the implementation phase of the Plan, then the City will continue to meet the requirements of the Endangered Species Act (ESA) for Chinook salmon.
2. If the City chooses not to sign the ILA, then it will need to develop and implement its own Chinook recovery plan that will meet the ESA requirements.
3. If the City chooses not to sign the ILA and also chooses not to develop its own salmon recovery plan, then the City will be open to legal action from its citizens and conservation organizations.

Relevant Council Goals:

- Council 2000-2001 Work Plan, Goal #6: Develop a Comprehensive Plan/Strategy to Respond to the Endangered Species Act (ESA), Clean Water Act (CWA) and the Shoreline Master Program (SMP).
- Council 2001-2002 Work Plan, Goal #4: Develop a water quality and environmental program to comply with state and federal regulations (ESA)
- Council 2002-2003 Work Plan, Goal #8: Develop a water quality and environmental program to comply with state and federal regulations.
- Council 2003-2004 Work Plan, Goal #3: Update elements of the Comprehensive Plan including environmental, surface water, transportation, parks and open space.
- Council 2004-2005, Goal #3: Update elements of the Comprehensive Plan including environmental, surface water, transportation, parks and open space.
- Council 2007-2008, Goal #6: Create an “environmentally sustainable community”.

FINANCIAL IMPACT:

- Authorization of the ILA allows the City to participate in the regional *WRIA 8 Salmon Recovery Council* at approximately the same cost share amount that has been paid annually since 2001, i.e. \$16,340 (see Exhibit A of the ILA). This amount will be reviewed and updated every three years by the *WRIA 8 Salmon Recovery Council*.
- Funds to cover the 2007 cost associated with the WRIA 8 ILA are included in the Surface Water & Environmental Services 2007 budget.

RECOMMENDATION

Staff recommends that Council authorize execution of the WRIA 8 ILA.

ATTACHMENTS

- A: 2001 WRIA 8 Interlocal Agreement
- B: 2007 WRIA 8 Interlocal Agreement
- C. Exhibit A—Cost-share: WRIA 8 Only

INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar, and Sammamish basins, all political subdivisions of the State of Washington (individually for those signing this Agreement "party" and collectively "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein.

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish, and the Cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville, and Woodway and the Towns of Beaux Arts, Hunts Point and Yarrow Point.
 - 1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the *WRIA 8 Salmon Recovery Council* includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the *WRIA 8 Plan*. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.
 - 1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** *WRIA 8 Plan* as referred to herein is the three volume document developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting,

and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.

1.4 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the **WRIA 8 Salmon Recovery Council**, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the **WRIA 8 Salmon Recovery Council's** behalf.

1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service Provider(s)** may be a party to this Agreement.

1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government who performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, which may include but are not limited to environmental and business interests.

2. **PURPOSES.** The purposes of this Agreement include the following:

- 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the **WRIA 8 Plan** and to share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
- 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies or other sources.
- 2.3 To provide a mechanism for the implementation of other habitat, water quality and flood projects with regional, state, federal and non-profit funds as may be contributed to the **WRIA 8 Salmon Recovery Council**.
- 2.4 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the **WRIA 8 Plan** or to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may

require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.

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

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2007 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population, as authorized by each jurisdiction's legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and .200. This agreement in conjunction with the ILA Extension of 2006 reflects the ten-year timeframe of the priority actions identified in the **WRIA 8 Plan** Start-List. The ILA Extension of 2006 provides the mechanism and governance structure for year-one of implementation. This Agreement provides the mechanism and governance structure for the subsequent years of implementation of the Start-List Chapter of the **WRIA 8 Plan**. Once effective, this Agreement shall remain in effect for a term of nine (9) years; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.

4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties to this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the "**WRIA 8 Salmon Recovery Council**") the precise boundaries of which are established in Chapter 173-500 WAC, or as determined by the **WRIA 8 Salmon Recovery Council**) to serve as the formal governance structure for carrying out the purposes of this Agreement in partnership with non-party members. Each party to this agreement shall appoint one (1) elected official to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The **WRIA 8 Salmon Recovery Council** is a voluntary association of the county and city governments located wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and associated Puget Sound drainages who choose to be parties to this

109 Agreement. Representatives from stakeholder entities who are selected under the voting
110 provisions of Section 5.2 of this agreement are also part of this association.

111 4.1 Upon the effective execution of this agreement and the appointment of representatives to
112 the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon**
113 **Recovery Council** shall meet and choose from among its members, according to the
114 voting provisions of Section 5, five (5) elected officials or their designees, to serve as a
115 **Management Committee** to oversee and direct the funds and personnel contributed
116 under this Agreement, in accordance with the adopted annual budget and such other
117 directions as may be provided by the party members of the **WRIA 8 Salmon Recovery**
118 **Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-
119 voting ex officio members thereof. The **Management Committee** shall act as an
120 executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for
121 oversight and evaluation of any **Service Providers** or consultants, for administration of
122 the budget, and for providing recommendations on administrative matters to the **WRIA 8**
123 **Salmon Recovery Council** for action, consistent with the other subsections of this
124 section.

125 4.1.1 It is contemplated that services to the **WRIA 8 Salmon Recovery Council** for
126 the term of this agreement shall be provided by King County Department of
127 Natural Resources which shall be the primary **Service Provider** unless the party
128 members pursuant to the voting provisions of Section 5 choose another primary
129 **Service Provider**. The **Management Committee** shall prepare a Memorandum
130 of Understanding to be signed by an authorized representative of King County
131 and an authorized representative of WRIA 8, which shall set out the expectations
132 for services to be provided. Services should include, without limitation,
133 identification of and job descriptions for dedicated staff in increments no smaller
134 than .5 FTE, description of any supervisory role retained by the **Service**
135 **Provider** over any staff performing services under this Agreement, and a method
136 of regular consultation between the **Service Provider** and the **Management**
137 **Committee** concerning the performance of services hereunder.

138 4.1.2 The **Management Committee** shall make recommendations to the party
139 members of the **WRIA 8 Salmon Recovery Council** for action, including
140 decisions related to work program, staffing and service agreements, and budget
141 and financial operations, for each year of this Agreement. All duties of the
142 **Management Committee** shall be established by the party members of the
143 **WRIA 8 Salmon Recovery Council**.

144 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority
145 and mandate to establish and adopt the following:

- 146 4.2.1 By September 1 of each year, establish and approve an annual budget,
147 establishing the level of funding and total resource obligations of the parties
148 which are to be allocated on a proportional basis based on the average of the
149 population, assessed valuation and area attributable to each party to the
150 Agreement, in accordance with the formula set forth in Exhibit A, which formula
151 shall be updated every third year by the **WRIA 8 Salmon Recovery Council**, as
152 more current data become available, and in accordance with Section 2.1.
- 153 4.2.2 Review and evaluate annually the duties to be assigned to the **Management**
154 **Committee** hereunder and the performance of the **Fiscal Agent** and **Service**
155 **Provider(s)** to this Agreement, and provide for whatever actions it deems
156 appropriate to ensure that quality services are efficiently, effectively and
157 responsibly delivered in the performance of the purposes of this Agreement. In
158 evaluating the performance of any **Service Provider(s)**, at least every three (3)
159 years, the **WRIA 8 Salmon Recovery Council** shall retain an outside consultant
160 to perform a professional assessment of the work and services so provided.
161 Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9 of the
162 Agreement, which correspond to years 4, 7, and 10 of the **WRIA 8 Plan** Start-List
163 timeline.
- 164 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the
165 utilization of resources contributed by each party or obtained from other sources
166 in accordance with an annual prioritized list of implementation and adaptive
167 management activities within the WRIA during each year of this Agreement.
- 168 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may
169 contract with similar watershed forum governing bodies or any other entities for any
170 lawful purpose related hereto, including specific functions and tasks which are initiated
171 and led by another party to this Agreement beyond the services provided by the primary
172 **Service Provider**. The parties may choose to create a separate legal or administrative
173 entity under applicable state law, including without limitation a nonprofit corporation or
174 general partnership, to accept private gifts, grants or financial contributions, or for any
175 other lawful purposes.
- 176 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules
177 and procedures that are consistent with its purposes as stated herein and are necessary
178 for its operation.
- 179 5. **VOTING**. The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions,
180 approve scope of work, budget, priorities and any other actions necessary to carry out the
181 purposes of this Agreement as follows:

- 182 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council**
183 without the presence of a quorum of active party members. A quorum exists if a majority
184 of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting,
185 provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties
186 to this agreement shall not be included in calculating the quorum. In addition, positions
187 will be considered vacant on the third consecutive absence and shall not be included in
188 calculating a quorum until that time in which the party member is present. The voting
189 procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a
190 quorum of the active party members present for any action or decision to be effective and
191 binding.
- 192 5.1.1 Decisions shall be made using a consensus model as much as possible. Each
193 party agrees to use its best efforts and exercise good faith in consensus
194 decision-making. Consensus may be reached by unanimous agreement of the
195 party members at the meeting, or by a majority recommendation agreed upon by
196 the active party members, with a minority report. Any party who does not accept
197 a majority decision may request weighted voting as set forth below.
- 198 5.1.2 In the event consensus cannot be achieved, as determined by rules and
199 procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8**
200 **Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
- 201 5.1.2.1 Each party, through its appointed representative, may cast its weighted
202 vote in connection with a proposed **WRIA 8 Salmon Recovery Council**
203 action.
- 204 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each
205 of the other parties shall be determined by the percentage of the annual
206 contribution by each party set in accordance with Subsection 4.2.1 in the
207 year in which the vote is taken.
- 208 5.1.2.3 For any action subject to weighted voting to be deemed approved, an
209 affirmative vote must be cast by both a majority of the active party
210 members to this Agreement and by a majority of the weighted votes of
211 the active party members to this Agreement. No action shall be valid
212 and binding on the parties to this Agreement until it shall receive majority
213 of votes of both the total number of active party members to the
214 Agreement and of the active members representing a majority of the
215 annual budget contribution for the year in which the vote is taken. A vote
216 of abstention shall be recorded as a "no" vote.
- 217 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate
218 to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder

representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.

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

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

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

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

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

- 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) days of receipt of the plan amendments, according to the voting procedures described in Section 5.
- 6.2 In the event that any amendments are not so approved, they shall be returned to the committees of the **WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.
- 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8 Plan** to any state or federal agency as may be required for further action.

- 256 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments
257 thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further
258 consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further
259 consideration and may refer the plan or amendments to the committees of the **WRIA 8**
260 **Salmon Recovery Council** for recommendation on amendments thereto.
- 261 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded
262 separately by any of them to any state or federal agency unless it has been approved
263 and ratified as provided herein.

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

- 265 7.1 Each party shall be responsible for meeting its financial obligations hereunder as
266 described in Section 2.1 and established in the annual budget adopted by the **WRIA 8**
267 **Salmon Recovery Council** under this Agreement and described in Section 4.2.1.
268 The maximum funding responsibilities imposed upon the parties during the first year of
269 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be
270 updated every third year as described in Section 4.2.1.
- 271 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon**
272 **Recovery Council** shall adopt a budget, including its overhead and administrative costs,
273 for the following calendar year. The budget shall propose the level of funding and other
274 (e.g. staffing) responsibilities of the individual parties for the following calendar year and
275 shall propose the levels of funding and resources to be allocated to specific prioritized
276 implementation and adaptive management activities within the WRIA. The parties shall
277 thereafter take whatever separate legislative or other actions that may be necessary to
278 timely address such individual responsibilities under the proposed budget, and shall have
279 done so no later than December 1st of each such year.
- 280 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon**
281 **Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent**
282 and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant
283 to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery**
284 **Council**. Such rules and procedures shall set out billing practices and collection
285 procedures and any other procedures as may be necessary to provide for its efficient
286 administration and operation. Any party to this Agreement may inspect and review all
287 records maintained in connection with such fund at any reasonable time.

288 8. **LATECOMERS.** A county or city government in King or Snohomish County lying wholly or
289 partially within the management area of WRIA 8 and the Lake Washington-Cedar and
290 Sammamish watershed basins and adjacent Puget Sound drainages which has not become a
291 party to this Agreement within twelve (12) months of the effective date of this Agreement may
292 become a party only with the written consent of all the parties. The provisions of Section 5

otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county or city seeking to become a party shall jointly determine the terms and conditions under which the county or city may become a party. These terms and conditions shall include payment by such county or city to the parties of the amount determined jointly by the parties 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 **WRIA 8 Salmon Recovery Council** and the parties on its behalf as of the date the county or city becomes a party. Any county or city that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

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

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

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

- 330 12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed
331 that, in entering into this Agreement, no party is committing to adopt or implement any actions or
332 recommendations that may be contained in the ***WRIA 8 Plan*** pursuant to this Agreement.
- 333 13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or
334 more of the parties to this Agreement from choosing or agreeing to fund or implement any work,
335 activities or projects associated with any of the purposes hereunder by separate agreement or
336 action, provided that any such decision or agreement shall not impose any funding, participation
337 or other obligation of any kind on any party to this Agreement which is not a party to such
338 decision or agreement.
- 339 14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be
340 construed to, create any rights in any third party, including without limitation the non-party
341 members, NMFS, USFWS, any agency or department of the United States, or the State of
342 Washington, or to form the basis for any liability on the part of the ***WRIA 8 Salmon Recovery***
343 ***Council*** or any of the parties, or their officers, elected officials, agents and employees, to any
344 third party.
- 345 15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous
346 consent of the parties to this Agreement, represented by affirmative action by their legislative
347 bodies.
- 348 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 349 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must
350 approve this Agreement before any representative of such party may sign this Agreement.
- 351 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish
352 County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of
353 Section 3 herein.

354
355
356 **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates indicated below:

357
358 Approved as to form: TOWN OF BEAUX ARTS VILLAGE

359
360 By: _____ By: _____

361
362 Title: _____ Title: _____

363
364 Date: _____ Date: _____

365	Approved as to form:	CITY OF BELLEVUE
366		
367	By: _____	By: _____
368		
369	Title: _____	Title: _____
370		
371	Date: _____	Date: _____
372		
373		
374	Approved as to form:	CITY OF BOTHELL
375		
376	By: _____	By: _____
377		
378	Title: _____	Title: _____
379		
380	Date: _____	Date: _____
381		
382		
383	Approved as to form:	CITY OF CLYDE HILL
384		
385	By: _____	By: _____
386		
387	Title: _____	Title: _____
388		
389	Date: _____	Date: _____
390		
391		
392	Approved as to form:	CITY OF EDMONDS
393		
394	By: _____	By: _____
395		
396	Title: _____	Title: _____
397		
398	Date: _____	Date: _____

399	Approved as to form:	TOWN OF HUNTS POINT
400		
401	By: _____	By: _____
402		
403	Title: _____	Title: _____
404		
405	Date: _____	Date: _____
406		
407	Approved as to form:	CITY OF ISSAQUAH
408		
409	By: _____	By: _____
410		
411	Title: _____	Title: _____
412		
413	Date: _____	Date: _____
414		
415		
416	Approved as to form:	CITY OF KENMORE
417		
418	By: _____	By: _____
419		
420	Title: _____	Title: _____
421		
422	Date: _____	Date: _____
423		
424		
425	Approved as to form:	CITY OF KENT
426		
427	By: _____	By: _____
428		
429	Title: _____	Title: _____
430		
431	Date: _____	Date: _____

432	Approved as to form:	KING COUNTY
433		
434	By: _____	By: _____
435		
436	Title: _____	Title: _____
437		
438	Date: _____	Date: _____
439		
440		
441	Approved as to form:	CITY OF KIRKLAND
442		
443	By: _____	By: _____
444		
445	Title: _____	Title: _____
446		
447	Date: _____	Date: _____
448		
449		
450	Approved as to form:	CITY OF LAKE FOREST PARK
451		
452	By: _____	By: _____
453		
454	Title: _____	Title: _____
455		
456	Date: _____	Date: _____
457		
458		
459	Approved as to form:	CITY OF MAPLE VALLEY
460		
461	By: _____	By: _____
462		
463	Title: _____	Title: _____
464		
465	Date: _____	Date: _____

466	Approved as to form:	CITY OF MEDINA
467		
468	By:_____	By:_____
469		
470	Title:_____	Title:_____
471		
472	Date:_____	Date:_____
473		
474		
475	Approved as to form:	CITY OF MERCER ISLAND
476		
477	By:_____	By:_____
478		
479	Title:_____	Title:_____
480		
481	Date:_____	Date:_____
482		
483		
484	Approved as to form:	CITY OF MILL CREEK
485		
486	By:_____	By:_____
487		
488	Title:_____	Title:_____
489		
490	Date:_____	Date:_____
491		
492		
493	Approved as to form:	CITY OF MOUNTLAKE TERRACE
494		
495	By:_____	By:_____
496		
497	Title:_____	Title:_____
498		
499	Date:_____	Date:_____

500	Approved as to form:	CITY OF MUKILTEO
501		
502	By: _____	By: _____
503		
504	Title: _____	Title: _____
505		
506	Date: _____	Date: _____
507		
508		
509	Approved as to form:	CITY OF NEWCASTLE
510		
511	By: _____	By: _____
512		
513	Title: _____	Title: _____
514		
515	Date: _____	Date: _____
516		
517		
518	Approved as to form:	CITY OF REDMOND
519		
520	By: _____	By: _____
521		
522	Title: _____	Title: _____
523		
524	Date: _____	Date: _____
525		
526		
527	Approved as to form:	CITY OF RENTON
528		
529	By: _____	By: _____
530		
531	Title: _____	Title: _____
532		
533	Date: _____	Date: _____

534	Approved as to form:	CITY OF SAMMAMISH
535		
536	By: _____	By: _____
537		
538	Title: _____	Title: _____
539		
540	Date: _____	Date: _____
541		
542		
543	Approved as to form:	CITY OF SEATTLE
544		
545	By: _____	By: _____
546		
547	Title: _____	Title: _____
548		
549	Date: _____	Date: _____
550		
551		
552	Approved as to form:	CITY OF SHORELINE
553		
554	By: _____	By: _____
555		
556	Title: _____	Title: _____
557		
558	Date: _____	Date: _____
559		
560		
561	Approved as to form:	SNOHOMISH COUNTY
562		
563	By: _____	By: _____
564		
565	Title: _____	Title: _____
566		
567	Date: _____	Date: _____

568	Approved as to form:	CITY OF WOODINVILLE
569		
570	By: _____	By: _____
571		
572	Title: _____	Title: _____
573		
574	Date: _____	Date: _____
575		
576	Approved as to form:	TOWN OF YARROW POINT
577		
578		
579	By: _____	By: _____
580		
581	Title: _____	Title: _____
582		
583	Date: _____	Date: _____

Exhibit A - Updated 6-15-06 FINAL

Regional Watershed Funding

WRIA Based Cost-share: WRIA 8 Only

\$501,063									
WRIA 08	Population (Pop)		Assessed Value (AV)		Area	Average of Pop, AV, Area			WRIA 08
					Sq. Mi.				
Beaux Arts	273	0.0%	\$92,776,000	0.0%	0.08	0.0%	\$137		Beaux Arts
Bellevue	113521	8.8%	\$21,614,400,035	10.1%	31.81	6.9%	\$43,121		Bellevue
Bothell	16,600	1.3%	\$2,383,086,200	1.1%	5.63	1.2%	\$6,053		Bothell
Clyde Hill	2624	0.2%	\$1,163,326,000	0.5%	1.06	0.2%	\$1,633		Clyde Hill
Hunts Point	551	0.0%	\$631,691,500	0.3%	0.28	0.1%	\$666		Hunts Point
Issaquah	17441	1.4%	\$3,930,341,856	1.8%	11.36	2.5%	\$9,446		Issaquah
Kenmore	19811	1.5%	\$2,327,085,450	1.1%	6.11	1.3%	\$6,599		Kenmore
Kent	206	0.0%	\$30,127,800	0.0%	0.49	0.1%	\$228		Kent
King County (Uninc.)	170156	13.2%	\$25,657,259,834	12.0%	174.29	37.8%	\$105,242		King County (Uninc.)
Kirkland	42573	3.3%	\$7,415,403,959	3.5%	10.51	2.3%	\$15,118		Kirkland
Lake Forest Park	13254	1.0%	\$1,752,445,211	0.8%	3.51	0.8%	\$4,358		Lake Forest Park
Maple Valley	2702	0.2%	\$474,585,300	0.2%	1.3	0.3%	\$1,192		Maple Valley
Medina	2800	0.2%	\$2,419,412,700	1.1%	1.41	0.3%	\$2,764		Medina
Mercer Island	21055	1.6%	\$6,689,373,386	3.1%	6.21	1.3%	\$10,204		Mercer Island
Newcastle	10965	0.9%	\$1,444,911,024	0.7%	4.47	1.0%	\$4,169		Newcastle
Redmond	48331	3.7%	\$9,096,572,542	4.3%	16.25	3.5%	\$19,257		Redmond
Renton	42579	3.3%	\$5,014,423,494	2.3%	11.28	2.4%	\$13,522		Renton
Sammamish	32481	2.5%	\$6,148,330,366	2.9%	17.11	3.7%	\$15,211		Sammamish
Seattle	422248	32.8%	\$75,516,155,694	35.3%	54.6	11.8%	\$133,491		Seattle
Shoreline	53017	4.1%	\$6,738,318,837	3.2%	11.61	2.5%	\$16,340		Shoreline
Woodinville	10965	0.9%	\$1,996,556,907	0.9%	5.66	1.2%	\$5,031		Woodinville
Yarrow Point	972	0.1%	\$589,088,300	0.3%	0.36	0.1%	\$717		Yarrow Point
Bothell	15090	1.2%	\$2,259,238,300	1.1%	6.39	1.4%	\$6,036		Bothell
Edmonds	39070	3.0%	\$5,934,090,139	2.8%	8.94	1.9%	\$12,938		Edmonds
Mill Creek	16817	1.3%	\$2,274,491,533	1.1%	4.56	1.0%	\$5,608		Mill Creek
Mountlake Terrace	20087	1.6%	\$1,903,327,160	0.9%	4.17	0.9%	\$5,601		Mountlake Terrace
Mukilteo	17626	1.4%	\$2,880,303,500	1.3%	5.93	1.3%	\$6,683		Mukilteo
Sno. Co. (Uninc.)	135154	10.5%	\$15,419,132,162	7.2%	55.59	12.1%	\$49,700		Snoh. Co. (Uninc.)
Totals	1288969	100.0%	\$213,796,255,189	100.0%	460.97	100.0%	\$501,063		Totals
							\$501,063		

NOTE: King County land area excludes the Upper Cedar basin