Burien Contract # 4391

City of Burien, Washington
City Hall Contract Routing Sheet

Name of Contracting Party: WRIA 9 Watershed Forum

Project Name/Description: Interlocal Agreement for Water Resource Inventory Area (WRIA) 9 for 2016 - 2025

Contract Amount: Burien's Share = $19,554

Type of Contract: (Includes Agreements, Grants, Interlocals, Leases, MOUs, etc.)

☐ Architectural/Engineering ☐ From MSRC Engineering Roster ☐ RFQ Process Done ☐ Consulting/Services (Non-Engineering) ☐ Human Services/ Arts &Culture	☐ Construction/Public Works ☐ Informal Bidding Process Done-3 bids (less than $35,000) ☐ From MRSC Small Works Roster ($35,000 to $300,000) ☐ Competitive/Advertised Bidding Done (Over $300,000) ☐ Other: Sole Source - Emergency	☐ Grant ☐ Lease ☒ Other: Interlocal Agreement ☐ Contract Amendment to Contract No. _____

Is this contract authorized in the current year's budget? X Yes ☐ No

If budgeted, list Fund/Dept.: SWM Fund

Page # in Budget: 3-9 Budget line item amount: $65,000

BARS Account Number: 104.50.531.10.41.432

Approved at Council 6-1-2015

CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Review: [signature] *Date:* 6-15-15

- ☒ Draft contract, get contract file checklist items
- ☒ Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- ☒ Obtain *Dept. Director Approval* [signature] *Date:* 6-15-15

Legal Dept. Directions/Review: Cynthia Sollaff *Date:* 6/19/15

- ☒ Review insurance N/A
- ☒ Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Review: [signature] *Date:* 6-22-15

- ☒ Review contract budget/administrative review.

City Manager Review if over $25,000: N/A *Date:* _____

- ☐ Return Contract Package to Finance Dept.

Contract Manager Directions:

- ☐ Obtain signatures on contract.
- ☐ Provide fully signed copy of contract to other party.
- ☐ Make copy of contract for own files, if desired.
- ☒ Return original Contract Package to Finance Dept.

Finance Dept. Directions:

- ☒ Assign contract number.
- ☐ Provide contract number to Contract Manager.
- ☒ Provide Contract Package to Scanner.

Contract File Checklist:

- ☑ W-9 Taxpayer ID Form
- ☐ Burien Business License # _____
- ☑ Insurance Certificate
- ☑ Bids, if applicable ☐ N/A
- ☐ Contract Fully Signed
- ☒ Burien signed only

MEMORANDUM

May 20, 2015

TO: WRIA 9 Watershed Ecosystem Forum

FR: Doug Osterman, WRIA 9 Watershed Coordinator

RE: **Transmittal of the WRIA 9 Interlocal Agreement (ILA) for City and County Approvals – Watershed-focused salmon habitat planning and implementation in the Green/Duwamish and Central Puget Sound Watershed (WRIA 9)**

At its meeting on May 14, the WRIA 9 Watershed Ecosystem Forum (WEF) unanimously approved a final WRIA 9 ILA for 2016 – 2025 for consideration of each WRIA 9 city and county. The current WRIA 9 ILA expires on December 31, 2015. I have visited many of the cities over the past several months (and have a few more to visit) to announce that the current WRIA 9 ILA expires soon, and that cities and the county would be asked to approve an ILA for WRIA 9 for an additional 10 years.

Beginning in 2001, 17 local governments in WRIA 9 entered into the current WRIA 9 ILA regarding Chinook salmon habitat planning and establishing a forum of local governments as the responsible entity responsible for executing the ILA. This agreement has provided a mechanism and governance structure for the joint funding, development, review, and approval of the ***WRIA 9 Salmon Habitat Plan, Making Our Watershed Fit for a King*** (Salmon Habitat Plan). The Salmon Habitat Plan is the blueprint for meeting the requirements of the federal Endangered Species Act and recovering the Threatened Green River Chinook salmon population.

As documented in the WRIA 9 Implementation Progress Report (March 2015), the success of the regional planning and implementation construct established by the WRIA 9 ILA is evident in the $137 million in capital funding obtained to implement the Salmon Habitat Plan. From the beaches of Vashon and Maury Islands to the headwaters of the Green River high in the Cascade Mountains, the 10-year achievements of WRIA 9 are exemplary—made possible by the consistent, focused, and undaunted leadership of the cities and the county in which the water of WRIA 9 flows.

A lot of hard work lies ahead. The need for the partnership among the cities and the county continues. The Salmon Habitat Plan has many more high priority capital projects and programs that need to implemented to recover the threatened salmon and trout species to population goals, from setting back levees and sound floodplain management to increasing the habitat for fish in the Duwamish estuary and the shores of Puget Sound. As WRIA 9 has demonstrated through its leadership, investments in ecosystem health to benefit fish also yields significant benefits for people, including in the dollar value of associated ecological services such as clean water, flood protection, and recreational opportunities.

To continue the partnership, a new ILA for 2016 – 2025 is offered for your consideration. The WEF recommends and urges each city and King County ***approve it by July 31, 2015*** to enable smooth transition from the current ILA by the end of this year. The attached WEF-recommended ILA has been reviewed and informed by several ILA Parties over the course of its development, including by the WRIA 9 Management Committee and WEF, and the King County

Prosecuting Attorney provided legal review. The ILA includes an individual signature page for each jurisdiction and the 2016 WRIA 9 cost share table (Exhibit A). Once your city has approved the ILA, please print out and sign your signature page, and return it to me at the address below.

Please contact me with questions. I'm looking forward to continuing serving the WRIA 9 cities and the county in ***Making Our Watershed Fit for a King***.

Doug Osterman, AICP
Watershed Coordinator
Green/Duwamish & Central Puget Sound Watershed (WRIA 9)
201 South Jackson Street, Suite 600
Seattle, WA 98104-3855
Doug.Osterman@kingcounty.gov
Newl 206-477-4793
Making Our Watershed Fit for a King

INTERLOCAL AGREEMENT

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

PREAMBLE

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

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

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

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

WHEREAS, the Parties took formal action in 2005 and 2006 to ratify the ***Salmon Habitat Plan***, and

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

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

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

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

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

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

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

WHEREAS, the Parties took formal action in 2005 and 2006 to ratify the ***Salmon Habitat Plan***, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MUTUAL CONVENANTS AND AGREEMENTS

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

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

1.2 **WRIA 9 ILA PARTIES:** The ***Parties to the WRIA 9 Interlocal Agreement*** are the Parties who sign this Agreement and are the Parties responsible for implementing this

Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the ***WRIA 9 Watershed Ecosystem Forum.***

1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The ***WRIA 9 Watershed Ecosystem Forum*** referred to herein is the cooperative body comprised of the designated representatives of the ***WRIA 9 ILA Parties*** and a balance of ***Stakeholder*** representatives and any other persons who are deemed by the Parties to this Agreement to be appropriate members for the implementation of the ***Salmon Habitat Plan***. The ***WRIA 9 Watershed Ecosystem Forum*** shall be an advisory body responsible for making recommendations for implementing the ***Salmon Habitat Plan*** including substantive plan amendments recommended as a result of adaptive management or other changed conditions.

1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN**: The ***Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (2005 Salmon Habitat Plan or Salmon Habitat Plan)*** is the plan developed by the ***WRIA 9 Watershed Ecosystem Forum*** and ratified by all of the parties to an interlocal agreement for its development and implementation. The ***Salmon Habitat Plan*** recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The **Salmon *Habitat Plan*** may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the ***Salmon Habitat Plan***. Efforts under the ***Salmon Habitat Plan*** are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The ***Salmon Habitat Plan*** constitutes a chapter of the Puget Sound Salmon Recovery Plan.

1.5 **MANAGEMENT COMMITTEE: The *Management Committee*** as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the ***Management Committee*** are chosen by the ***WRIA 9 ILA Parties***, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the ***WRIA 9 ILA Parties'*** behalf.

1.6 **SERVICE PROVIDER: The *Service Provider***, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the ***WRIA 9 ILA Parties***, in exchange for payment. The ***Service Provider*** may be a Party to this Agreement.

1.7 **FISCAL AGENT:** The ***Fiscal Agent*** refers to that agency or government which performs all accounting services for the ***WRIA 9 ILA Parties*** as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.8 **STAKEHOLDERS:** ***Stakeholders*** refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the ***Salmon Habitat Plan***, and may include but is not limited to environmental and business interests.

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

2.1 To provide a mechanism to protect and restore the ecological health of the Green/Duwamish Rivers and Central Puget Sound Watersheds.

2.2 To provide a mechanism, through an annually agreed upon work plan, for implementing and coordinating local efforts to address issues with watershed-wide or basin implications, including but not limited to flood hazard reduction, floodplain management, surface and groundwater quality, water quantity, and habitat.

2.3 To provide information for ***WRIA 9 ILA Parties*** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.

2.4 To provide a mechanism and governance and funding structures for jointly implementing the ***Salmon Habitat Plan***.

2.5 To develop and take actions on key issues during the implementation of the ***Salmon Habitat Plan***.

2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.

2.7 To provide a venue for the ongoing participation of citizens and other stakeholders in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act listed species response efforts by local governments and in accordance with ***the Salmon Habitat Plan***.

2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the ***Salmon Habitat Plan***.

2.9 To provide a mechanism for implementing other multiple benefit habitat, surface and *groundwater quality, water quantity, floodplain management, and flood hazard reduction* projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 9 ILA Parties*** and ***Watershed Ecosystem Forum.***

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

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

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

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

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

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

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

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

4.1 Each Party to this Agreement except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ***WRIA 9 Watershed Ecosystem Forum***. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position.

4.2 Upon the effective execution of this Agreement and the appointment of representatives to the ***WRIA 9 Watershed Ecosystem Forum***, the appointed representatives of the ***WRIA 9 ILA Parties*** shall meet and choose from among its members, according to the

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

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

4.3.1 A subset of the Parties to this Agreement may purchase and cost share services from the ***Service Provider*** in addition to the annual cost-shared services agreed to by all Parties pursuant to Section 4.3 herein.

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

4.4 The ***WRIA 9 ILA Parties*** by September 1 of each year shall establish and approve an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each Party to this Agreement, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the

WRIA 9 Management Committee. Individual Party cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such Party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the Management Committee, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other Parties.

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

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

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

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

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

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

5.1 Decisions shall be made using a consensus model as much as possible. Each Party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the Parties. If unanimous

agreement of members cannot be reached then the Parties to this agreement may reach consensus by a majority recommendation with a minority report. Any Party who does not accept a majority decision may request weighted voting as set forth below.

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

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

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

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

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

6.1 The ***WRIA 9 Watershed Ecosystem Forum*** shall provide information to the ***WRIA 9 ILA Parties*** regarding progress in achieving the goals and objectives of the ***Salmon Habitat Plan***. Recommendations of the ***WRIA 9 Watershed Ecosystem Forum*** are to be consistent with the purposes of this Agreement. The ***WRIA 9 ILA Parties*** may authorize additional advisory bodies to the ***WRIA 9 Watershed Ecosystem Forum*** such as a technical committee and adaptive management work group. The ***Watershed Ecosystem Forum*** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the ***WRIA 9 ILA Parties*** .

6.2 The ***WRIA 9 ILA Parties*** shall act to approve or remand any substantive changes to the ***Salmon Habitat Plan*** based upon recommendations by the ***WRIA 9 Watershed Ecosystem Forum*** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the ***Salmon Habitat Plan*** changes are not so approved, the recommended changes shall be returned to the ***WRIA 9 Watershed Ecosystem Forum*** for further consideration and amendment and thereafter returned to the ***WRIA 9 ILA Parties*** for decision.

6.3 The ***WRIA 9 ILA Parties*** shall determine when ratification is needed of substantive changes to the ***Salmon Habitat Plan.*** The changes shall be referred to the Parties for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or

ordinance of the local government's legislative body, by at least five Parties representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the ***Salmon Habitat Plan*** by any regional, state or federal agency, the ***WRIA 9 ILA Parties*** shall undertake a review for consideration of the remanded changes to the plan. The ***WRIA 9 ILA Parties*** may include further referral to the ***WRIA 9 Watershed Ecosystem Forum*** for recommendation or amendments thereto.

6.5 The Parties agree that any changes to the ***Salmon Habitat Plan*** shall not be forwarded separately by any Party to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

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

7.1 Each Party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the ***WRIA 9 ILA Parties*** under this Agreement, including all such obligations related to the ***WRIA 9* ILA Parties** and ***WRIA 9 Watershed Ecosystem Forum*** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.

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

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

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

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

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

9. **TERMINATION.**

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

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

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law as to city and county governments, and federal law as governing to tribes, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other

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

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

12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Habitat Plan***.

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

14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the ***WRIA 9 ILA Parties*** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.

15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, and requires authorization and approval by each Party's governing body.

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

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

19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

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

Approved as to form:	CITY OF ALGONA:
By: _____	By: _____
Title: _____	Title: Mayor
Date: _____	Date: 2-22-16

Approved as to form:

By: _____

Title: Daniel B. Heid Auburn City Attorney

Date: 8/4/15

CITY OF AUBURN:

By: Nancy Backus

Title: MAYOR

Date: 8/4/2015

Approved as to form:	CITY OF BLACK DIAMOND:
By: _____	By: Carol Benson
Title: _____	Title: Mayor
Date: _____	Date: 8/21/15

Approved as to form:	CITY OF BURIEN:
By: _____	By: Maiya Sanders
Title: City Attorney	Title: Public Works Director
Date: 6/11/2015	Date: 6/19/2015

Approved as to form:

By: _____

Title: City Attorney

Date: 10/10/15

CITY OF COVINGTON:

By: _____

Title: City Manager

Date: 5/19/15

Approved as to form:

By: _____

Title: Asst. City Attorney

Date: 7/29/15

CITY OF DES MOINES:

By: _____

Title: City Manager

Date: 7/29/15

Approved as to form:

By: _____

Title: City Attorney

Date: 8-11-15

CITY OF ENUMCLAW:

By: _____

Title: Mayor

Date: 8-11-15

Approved as to form:

By: _____

Title: Assistant City Attorney

Date: 8/10/15

CITY OF FEDERAL WAY:

By: _____

Title: Mayor

Date: 8/10/15

Approved as to form:

By: _____
TOM BRUBAKER

Title: City Attorney

Date: 8/7/15

CITY OF KENT:

By: _____
Suzette Cooke

Title: Mayor

Date: 8/10/15

Approved as to form:

By: _____

Title: Deputy Prosecuting Atty.

Date: 12/1/15

KING COUNTY:

By: _____

Title: Director KCDNRP

Date: 12/2/2015

Approved as to form:

By: _____

Title: City Attorney

Date: 10-15-15

CITY OF MAPLE VALLEY:

By: _____

Title: City Manager

Date: 10/15/2015

Approved as to form:

By: _____

Title: City Attorney

Date: 8/12/15

CITY OF NORMANDY PARK:

By: _____

Title: Mayor

Date: Aug 19, '15

Approved as to form:

By: Lawrence J. Warren

Title: City Attorney

Date: 9/21/15

CITY OF RENTON:

By: Denis Law

Title: Mayor

Date: 9/24/15

Attest: Jason Seth

Jason Seth, City Clerk

CITY OF RENTON SEAL INCORPORATED SEPT. 6, 1901

Approved as to form:

By: _____

Title: Sr Asst City Atty

Date: 8/13/15

CITY OF SEATAC:

By: _____

Title: CITY MANAGER

Date: 8/14/15

Approved as to form:

By: _____
Timothy Harris

Title: Ass't City Attorney

Date: 6/18/15

CITY OF SEATTLE:

By: _____

Title: DIRECTOR, SPU

Date: 7/2/15

Approved as to form:

By: _____
Bill Fosbre

Title: Chief Deputy City Attorney

Date: _____

CITY OF TACOMA:

By: _____
William A. Gaines

Title: Director of Utilities/CEO

Date: _____

By: _____
Linda McCrea

Title: Water Superintendent

Date: 9/24/15

By: _____
Andy Cherullo

Title: Finance Director

Date: 9-23-2015

ORIGINAL

Approved as to form:

By: _____

Title: Rachel Turpin, City Attorney

Date: July 28, 2015

CITY OF TUKWILA:

By: _____

Title: Jim Haggerton, Mayor

Date: 7-29-15

Exhibit A
WRIA Based Cost Share: WRIA 9
Regional Watershed Funding
For 2016

Total: $424,320

Note: Beginning with the 2017 cost shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2016-2025.

Watershed Ecosystem Forum Approved May 14, 2015

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost-Share Amount (Average of Pop, AV, Area)*		WRIA 9 Jurisdiction
1 Algona*	0.23%	1,543	0.19%	$197,378,600	0.16%	363.06	0.19%	$784	1 Algona
2 Auburn*	6.06%	40,956	5.06%	$5,318,451,800	5.67%	12,550.28	5.59%	$22,686	2 Auburn
3 Black Diamond	0.61%	4,120	0.57%	$595,345,385	1.95%	4,308.20	1.04%	$4,219	3 Black Diamond
4 Burien	6.51%	44,006	5.10%	$5,356,038,587	2.86%	6,340.17	4.82%	$19,554	4 Burien
5 Covington	2.54%	17,190	1.86%	$1,954,508,239	1.70%	3,773.03	2.04%	$8,252	5 Covington
6 Des Moines	4.30%	29,090	2.66%	$2,792,105,100	1.78%	3,951.55	2.91%	$11,817	6 Des Moines
7 Enumclaw*	0.65%	4,366	0.55%	$573,979,500	0.62%	1,380.31	0.61%	$2,453	7 Enumclaw
8 Federal Way*	9.01%	60,918	5.06%	$5,316,134,126	3.63%	8,048.27	5.90%	$23,925	8 Federal Way
9 Kent*	16.35%	110,605	12.06%	$12,671,122,513	9.84%	21,781.73	12.75%	$51,698	9 Kent
10 King County*	15.04%	101,701	10.66%	$11,206,469,402	53.44%	118,333.97	26.38%	$106,972	10 King County
11 Maple Valley*	1.67%	11,299	1.77%	$1,863,263,500	1.37%	3,034.15	1.60%	$6,507	11 Maple Valley
12 Normandy Park	0.95%	6,435	1.23%	$1,289,320,500	0.72%	1,593.21	0.97%	$3,917	12 Normandy Park
13 Renton*	4.47%	30,221	4.09%	$4,299,847,610	2.75%	6,096.59	3.77%	$15,291	13 Renton
14 SeaTac	3.78%	25,530	2.78%	$2,918,228,100	1.85%	4,092.51	2.80%	$11,354	14 SeaTac
15 Seattle*	25.18%	170,297	42.49%	$44,654,964,773	9.00%	19,919.60	25.55%	$103,624	15 Seattle
16 Tukwila	2.66%	18,000	3.90%	$4,096,959,014	2.65%	5,867.21	3.07%	$12,448	16 Tukwila
	100.0%	676,277	100.0%	$105,104,116,749	100.0%	221,433.83	100.0%	$405,500	SUBTOTAL
							+Tacoma	$18,820	
								$424,320	TOTAL

NOTES: *Cost shares reflect 2009 annexations of* North Highline to Burien and Kent NE to Kent. No annexations or incorporations have occurred since these two major annexations.

DATA SOURCES:

- 2007 Puget Sound Regional Council population estimates by census tract.
- 2009 King County Assessor's data. Assessed value of parcels owned by Port of Seattle Aviation Division is excluded from the analysis.
- Adjusted Acres excludes the Upper Green River subwatershed from King County's area and excludes Port of Seattle Aviation Division properties (airport and residential buyouts) from Burien, Des Moines, and SeaTac shares.

* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9 (% population + % assessed value + % area divided by 3 = Cost Share)