

INTERLOCAL AGREEMENT

For the Snoqualmie and South Fork Skykomish Watersheds within
Water Resource Inventory Area 7

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among a portion or all of the eligible county and city governments signing this agreement that are located in King County, lying wholly or partially within the Snoqualmie and South Fork Skykomish Watersheds and within the management area of Watershed Resource Inventory Area ("WRIA") 7, all political subdivisions of the State of Washington (collectively, for those signing this agreement, "parties");

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation for the majority of the Snoqualmie Watershed and wish to provide for planning, funding and implementation of various activities and projects therein; and

WHEREAS, a WRIA-Based Watershed Conservation Plan is being developed for the Snohomish River Basin, which includes the Snoqualmie Watershed; and

WHEREAS, the parties want to provide for efficient participation in and review of a *WRIA-Based Watershed Plan*; and

WHEREAS, the parties are seeking information on habitat conditions and salmon conservation and recovery needs to inform local decision-making regarding actions to comply with the Endangered Species Act; and

WHEREAS, the parties recognize that identification of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out by jurisdictions independently; and

WHEREAS, the parties wish to establish a mechanism for identifying, coordinating and implementing water quality, flood hazard reduction, and habitat projects at the watershed level;

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

MUTUAL COVENANTS 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 King County; the Cities of Carnation, Duvall, North Bend, and Snoqualmie; and the Town of Skykomish.

- 1.2 **SNOQUALMIE WATERSHED FORUM:** The *Snoqualmie Watershed Forum* created herein, the governing body responsible for implementing this Agreement, is comprised of designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement.
 - 1.3 **SNOHOMISH BASIN SALMON RECOVERY FORUM:** The *Snohomish Basin Salmon Recovery Forum* (hereinafter referred to as “the Recovery Forum”) is the cooperative body comprised of local governments, the Tulalip Tribes, special districts, stakeholder representatives, and federal and state agencies from throughout the Snohomish WRIA.
 - 1.4 **WRIA-BASED WATERSHED PLANS:** *WRIA-Based Watershed Plans* as referred to herein are those documents to be developed for WRIA 7 (the Snohomish Basin) including its sub-basins that recommend actions related to watershed protection, restoration and salmon recovery.
 - 1.5 **STAKEHOLDERS.** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning for recovery of the listed species under the Endangered Species Act, which 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 and governance structure for the joint funding, development and review of *WRIA-Based Watershed Plans*, particularly related to the development of locally-based information and analysis for the King County portions of WRIA 7. This information is intended to contribute to the WRIA-based Watershed Plan being developed for the Snohomish Basin and to inform local decision-makers about actions needed to comply with the Endangered Species Act.
 - 2.2 To provide a mechanism for cooperative review and development of recommended policies and regulations needed for compliance with the Endangered Species Act.
 - 2.3 To provide a mechanism for securing technical assistance and any available funding from state agencies and other sources.
 - 2.4 To provide a mechanism for the implementation of other habitat, water quality, and flood projects with other regional (e.g., King Conservation District Revenues), state, federal and non-profit funds as may be contributed to the *Snoqualmie Watershed Forum*.
 - 2.5 To provide a framework for cooperation and coordination among the parties on issues relating to the WRIA or sub-WRIA basins planning or to meet the requirement of 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.

- 2.6 To develop and articulate Snoqualmie Watershed-based positions on key issues during the development of *WRIA-Based Watershed Plan*, particularly with respect to recommendations on local land use policies, regulations, and funding needed to support implementation of the *WRIA-Based Watershed Plan* and compliance with the Endangered Species Act.
- 2.7 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.
- 2.8 To develop a joint recommendation to the legislative bodies of each of the parties on whether to ratify the *WRIA-Based Watershed Plan* ultimately developed for WRIA 7.
- 2.9 To provide a mechanism for sharing information and coordinating local government efforts to address issues with watershed-wide implications, including but not limited to flood hazard reduction, water quality, water quantity, and habitat restoration.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by King County and at least two (2) of the eligible cities within the King County portion of WRIA 7, as authorized by each jurisdiction's legislative body. Once effective, this Agreement shall remain in effect for an initial term of five (5) years; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing.

It is not the purpose or intent of this Agreement to prevent the parties from entering into a WRIA 7-wide agreement at some future date prior to the end of the initial term of this agreement.

4. **ORGANIZATION AND MEMBERSHIP OF THE SNOQUALMIE WATERSHED FORUM**

The parties to this Agreement hereby establish a **Snoqualmie Watershed Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement.

- 4.1 Each party to this agreement shall appoint one (1) elected official to serve as its primary representative, and one alternate representative to the **Snoqualmie Watershed Forum**. If the party elects to appoint a non-elected official as an alternate, that party must designate in writing on the jurisdiction's letterhead whether the non-elected official can vote on behalf of that party.
- 4.2 In addition to the representatives of each of the parties, the **Snoqualmie Watershed Forum** shall also include three (3) non-voting, ex officio members to help broaden the geographic representation of the **Snoqualmie Watershed Forum**. One ex-officio member shall be appointed by the Snoqualmie Valley Cities Association, and two shall be appointed by King County, one for Council District 3 and one for Council District 12. Snoqualmie Watershed Forum members shall serve a term of four years, or the remainder of their elected term (if appropriate), whichever is shorter.
- 4.3 The services cost-shared under this agreement shall be provided to the **Snoqualmie Watershed Forum** by the King County Department of Natural Resources (hereinafter KCDNR). For 2001, the scope of work to be funded by this Agreement is attached as Exhibit A, which references both specific work tasks, and the staff and or consultant resources that will be dedicated to carrying them out.
- 4.4 The Service Provider (KCDNR) will meet with staff from each of the parties at least once annually prior to September 1st to coordinate the development of a draft work program and budget for consideration by the **Snoqualmie Watershed Forum**.
- 4.5 The priorities of this work program will be coordinated with the overall scope and timeline for the development of a **WRIA-Based Watershed Plan** for WRIA 7. The parties recognize that that geographic scope of the **WRIA-Based Watershed Plan** will necessitate that some cost-shared work be carried out for the Snohomish Basin (e.g., staffing of basin-wide committees developing the draft **WRIA-Based Watershed Plan**).
- 4.6 The **Snoqualmie Watershed Forum** shall, by September 1 of each year, review and approve an annual budget, establishing the level of funding and total resource obligations of the parties which 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 B, which formula shall be updated annually as more current data becomes available.

- 4.7 The ***Snoqualmie Watershed Forum*** shall oversee the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of planning activities within the Snoqualmie Watershed and the Snohomish WRIA during each year of the agreement.
- 4.8 The ***Snoqualmie Watershed Forum*** shall review and evaluate annually the performance of the Service Provider (KCDNR) 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.
- 4.9 The ***Snoqualmie Watershed Forum*** may contract with similar watershed forum bodies, including the ***Recovery Forum*** or any other entities for any lawful purpose related hereto. 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 purposes.
- 4.10 The ***Snoqualmie Watershed Forum*** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The ***Snoqualmie Watershed Forum*** shall make decisions, approve scope of work, budget, 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, or 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 During the course of decision-making, a ***Snoqualmie Watershed Forum*** member can call for a non-binding "roll call" vote.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the ***Snoqualmie Watershed Forum***, the ***Snoqualmie Watershed Forum*** shall take action on a dual-majority basis, as follows:

- 5.3.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed ***Snoqualmie Watershed Forum*** action.
- 5.3.2 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 by each party set in accordance with Section 4.6 in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, 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. No action shall be valid and binding on the parties to this Agreement until it shall receive majority votes of both the total number of parties to the Agreement and of the members representing a majority of the annual budget contribution for the year in which the vote is taken.

6. **PARTICIPATION IN AND REVIEW OF WRIA-BASED WATERSHED PLANS.**

- 6.1 At regular decision points during the development of the ***WRIA-Based Watershed Plan*** for WRIA 7, the ***Snoqualmie Watershed Forum*** shall develop joint proposals, comments, and recommendations on plan elements and forward them to the ***Recovery Forum***.
- 6.2 The individual parties will participate in regular meetings of the ***Recovery Forum*** to the extent possible in light of limited availability of staff and elected officials. The ***Snoqualmie Watershed Forum*** may elect to designate a representative of the parties to participate in the Recovery Forum on a regular basis.
- 6.3 The parties recognize the potential for a WRIA-wide Interlocal Agreement related to the role and membership of the ***Recovery Forum***, and cost sharing to support the development of a ***WRIA-Based Watershed Plan***. It is intended by the parties that the cost-shared work outlined in Exhibit A will fulfill the cost sharing obligations for jurisdictions within the King County portions of WRIA 7 under a potential WRIA-Wide agreement. Decisions regarding any joint commitments by the parties to additional cost-sharing shall be made during the development of an annual work plan and budget as outlined herein.
- 6.4 Upon recommendation of a proposed ***WRIA-Based Watershed Plan*** by the Recovery Forum, the ***Snoqualmie Watershed Forum*** shall review the plan and submit comments to the Recovery Forum on behalf of the ***Snoqualmie Watershed Forum***. This submittal of comments on behalf of the ***Snoqualmie Watershed Forum***.

Watershed Forum in no way precludes the individual parties to this agreement from submitting comments on behalf of their individual jurisdictions.

- 6.5 Upon recommendation of a final *WRIA-Based Watershed Plan* by the *Recovery Forum*, the *Snoqualmie Watershed Forum* shall make an advisory recommendation to the legislative bodies of the local government parties to this Agreement on whether to ratify the plan.

7. **IDENTIFICATION AND COORDINATION OF WATERSHED ISSUES, IMPLEMENTATION OF WATERSHED ISSUES, AND PRIORITIZATION OF PROJECTS**

- 7.1 The parties may use the *Snoqualmie Watershed Forum* meetings as a venue for sharing information and coordinating local government efforts to address issues with watershed-wide implications, including but not limited to flood hazard reduction, water quality, water quantity, and habitat restoration.
- 7.2 In the event that the King Conservation District annual assessment is authorized to continue past the year 2000, and that a "watershed" allocation of funds is made available to the Snoqualmie Watershed, the *Snoqualmie Watershed Forum* shall make a recommendation to the King Conservation District Board of Supervisors for the allocation of funds to specific projects.
- 7.3 The *Snoqualmie Watershed Forum* may develop and endorse a watershed-wide list of habitat, water quality, and/or flood hazard reduction projects as a means of considering projects within a watershed context, and helping to target limited funds to high priority projects. This list should facilitate applications for federal and state grant funding. It is not intended to prevent the individual parties from pursuing grant funds independently.
- 7.4 Parties to this Agreement may wish to enter into companion agreements with each other or with other parties or agencies to implement habitat, water quality and flood projects with other regional, state, federal, local, and non-profit funds.

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

- 8.1 Each party shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the *Snoqualmie Watershed Forum* under this Agreement, including all such obligations related to the *Snoqualmie Watershed Forum* funding, technical support, and participation in related planning, 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.

- 8.2 During the initial term of this Agreement, the primary individual obligations of the parties will be to participate in the ***Snoqualmie Watershed Forum*** and the development of a ***WRIA-Based Watershed Plan***, and provide funding in support of the ***Snoqualmie Watershed Forum*** and the development of a ***WRIA-Based Watershed Plan***. Staff from each of the parties will need to meet periodically to review information coming out of the WRIA-Based Watershed Planning process, coordinate the development of a proposed annual work program, and develop proposals for consideration by the ***Snoqualmie Watershed Forum***.
- 8.3 No later than September 1 of each year of this Agreement, the ***Snoqualmie Watershed Forum*** 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 activities within the Snoqualmie Watershed and WRIA 7. The parties shall thereafter take whatever separate legislative or other actions may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than the end of the fiscal year.
- 8.4 Funds collected from the parties or other sources on behalf of the ***Snoqualmie Watershed Forum*** shall be maintained in a special fund by King County as fiscal agent and as *ex officio* treasurer on behalf of the ***Snoqualmie Watershed Forum*** pursuant to rules and procedures established and agreed to by the ***Snoqualmie Watershed Forum***. 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. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
9. **LATECOMERS**. A city government in King County lying wholly or partially within the management area of WRIA 7 which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the ***Snoqualmie Watershed Forum*** shall not apply to Section 9. 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, which 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

Snoqualmie Watershed Forum 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.

10. **TERMINATION** This Agreement may be terminated by any party, as to that party only, upon notice to the other parties by not later than October 1st for the following year. 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 its respective share of the obligations of the *Snoqualmie Watershed Forum* as reflected in the annual budget.
11. **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 10.
12. **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.
13. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement

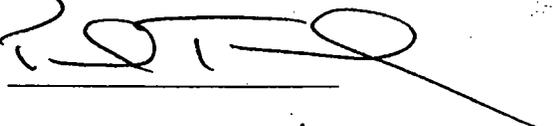
any actions or recommendations that may be contained in a **WRIA-Based Watershed Plan** developed pursuant to this Agreement.

14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement 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 to this Agreement which is not a party to such decision or agreement.
15. **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 Recovery Forum, 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 **Snoqualmie Watershed Forum** or any of the parties, or their officers, elected officials, agents and employees, to any third party.
16. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
18. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been approved for execution by appropriate action of each party's governing body.

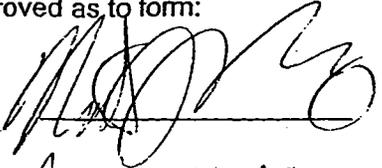
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

By: 
Title: Deputy Prosecutor/Attorney
Date: 11/9/00

~~KING COUNTY~~
By: 
Title: Deputy Co. Clerk
Date: 2/2/01

Approved as to form:

By: 

Title: Assistant City Attorney

Date: 11/7/00

CITY OF CARNATION

By: 

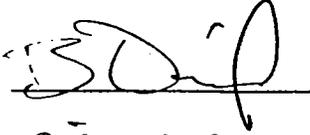
Title: MAYOR, CITY OF CARNATION

Date: 11/07/2000

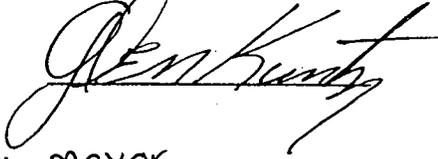
Approved as to form:

CITY OF DUVALL

By:



By:



Title:

City Attorney

Title:

Mayor

Date:

12/14/00

Date:

12-14-00

Approved as to form:

CITY OF NORTH BEND

By: Mike Kruger

By: Juan Demoss

Title: City Attorney

Title: Mayor

Date: 1/3/00

Date: January 3, 2001

Approved as to form:

By:



Title:

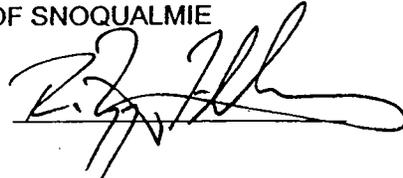
City Attorney

Date:

11-28-00

CITY OF SNOQUALMIE

By:



Title:

Mayor

Date:

11-28-00

Exhibit A:
Draft Scope of Work to Be Cost-Shared – Year 2001

Snoqualmie Watershed Forum Support

1. Prepare agendas and background materials and handle logistics for bi-monthly Snoqualmie Watershed Forum meetings.
2. Support the Snoqualmie Watershed Forum's participation in the development of the Snohomish Basin Conservation Plan.
3. Work with the Snoqualmie Watershed Forum to develop a list of high priority water quality, flooding, and fish habitat projects in a watershed context.
4. Develop a proposed annual work program and budget for cost-shared services in coordination with city staff.
5. If the King Conservation District assessment is reauthorized and new funds are allocated to the Snoqualmie Watershed, support the Snoqualmie Watershed Forum's review and recommendation of specific projects.

Conservation Planning

1. Actively participate in staff committees that are developing a WRIA-Based Watershed Plan for the Snohomish Basin. Help to ensure that information and recommendations for the King County portions of the Snohomish Basin are incorporated into that plan.
2. Notify the Snoqualmie Watershed Forum of key decision points in the development of a WRIA-Based Watershed Plan for the Snohomish Basin.
3. Support development of Snoqualmie Watershed positions on key issues during the development of WRIA-Based Watershed Plan, particularly related to land use policies, regulations, and funding needed to support implementation of the WRIA-Based Watershed Plan.
4. Work with city staff to develop joint recommendations for policies and regulations to comply with the Endangered Species Act; present to Snoqualmie Watershed Forum.
5. Carry out ESA-related workshops, volunteer events, and public meetings in the King County portion of the Snohomish Basin.

Staff to Complete Work -- 2.5 FTEs

Mixture of:

- Watershed Forum/WRIA Plan Coordinator
- Program Analyst II
- Program Analyst I
- Public Outreach Specialist

Exhibit B

WRIA Based Cost-share: King County Portions of WRIA 7

Note: Does not include watershed assessment technical work

Total: \$213,035

WRIA 07	Population (Pop)	Assessed Value (AV)	Area*	Average of Pop / AV / Area**	WRIA 07
1 Carnation	4.0%	\$6,271	0.2%	2.4%	1 Carnation
2 Duvall	9.8%	\$19,347	0.4%	6.4%	2 Duvall
3 King County	72.8%	\$146,119	97.8%	79.7%	3 King County
4 North Bend	8.4%	\$23,731	0.6%	6.7%	4 North Bend
5 Skykomish	0.6%	\$750	0.1%	0.3%	6 Skykomish
6 Snoqualmie	4.4%	\$16,818	1.0%	4.4%	7 Snoqualmie
				100.0%	\$213,035 (2001 costs***)

* King County land area excludes the Tolt River basin and the Alpine Lakes Wilderness, and those portions of the City of Sammamish that are within WRIA 7.

**This formula is used for both cost sharing and weighted voting.

***During the year 2001, a portion of the funding to carry out the obligations shall come from the Snoqualmie Watershed allocation of King Conservation District revenues collected in the year 2000, and as yet unspent, subject to approval by the King Conservation District Board of Supervisors.