

INTERLOCAL AGREEMENT
For Lake Sammamish Watershed Investigations and Kokanee Salmon Recovery Actions

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to chapter 39.34 RCW by and among the eligible jurisdictions signing this Agreement (individually for those signing this Agreement, "Party", and collectively "Parties").

WHEREAS, the Parties share an interest and responsibility for addressing long-term watershed planning and conservation for the Lake Sammamish Watershed, which lies within the aboriginal territory of the Snoqualmie Indian Tribe; and

WHEREAS, a population of kokanee salmon is native to this watershed, along with other species of salmon and trout, that are historically significant to the Snoqualmie Indian Tribe and other Indian tribes for fishing and cultural purposes; and

WHEREAS, the Parties have a shared interest in preserving habitat for salmon and trout species in the Lake Sammamish Watershed; and

WHEREAS, kokanee salmon have resided in the Lake Sammamish Watershed since time immemorial for thousands of years, and in recent times their populations have declined significantly in abundance, diversity, and distribution; and

WHEREAS, the Parties recognize and respect the present-day and historic importance of kokanee salmon to cultural, economic, and customary purposes, including tribal customs; and

WHEREAS, since 2007, the Parties have participated as voluntary members of the Lake Sammamish Kokanee Work Group (KWG) to develop kokanee recovery strategies and coordinate with all local, state, federal, and tribal agencies as well as non-governmental organizations; and

WHEREAS, the Parties recognize their participation in the Agreement demonstrates their commitment to proactively working to address habitat recovery needs of Lake Sammamish kokanee salmon; and

WHEREAS, the Parties recognize that jurisdictional efforts, including habitat restoration, land protection, and regulatory, operational, and educational programs help support the habitat and continued survival of kokanee salmon; and

WHEREAS, the Parties have an interest in maximizing the achievement of multiple benefits by integrating salmon recovery planning and actions with those supporting floodplain management, water quality, open space, and recreation; and

WHEREAS, the Parties recognize that state, federal and tribal wildlife management agencies play unique and necessary roles in conserving and managing fishery resources, have participated and funded kokanee salmon recovery and monitoring actions and will continue to participate in recovery efforts in the future; and

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

WHEREAS, Parties and other entities outside of this Agreement are taking and will continue to take separate and independent actions to improve the health of the Lake Sammamish Watershed;

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the Parties hereto do mutually covenant and agree as follows:

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms will 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 Bellevue, Issaquah, Redmond, and Sammamish, the Snoqualmie Indian Tribe, and any other federally recognized Indian tribes that may have a historical or cultural connection to the Sammamish Watershed, and other interested public agencies.
 - 1.2 **LAKE SAMMAMISH KOKANEE WORK GROUP:** The *Lake Sammamish Kokanee Work Group*, established in 2007, is the guiding body responsible for directing, coordinating, and adapting kokanee recovery actions and is comprised of local, state, federal, and tribal governments, non-governmental organizations and watershed residents.
 - 1.3 **KOKANEE ILA MANAGEMENT COMMITTEE:** The *Kokanee ILA Management Committee* consists of elected officials or their designees which elected officials are appointed by each Party to this Agreement.
 - 1.4 **KOKANEE ILA STAFF COMMITTEE:** The *Kokanee ILA Staff Committee* consists of staff who support elected officials or their designees of the *Kokanee ILA Management Committee* by coordinating with the Kokanee Work Group and any of its subcommittees, developing draft annual Agreement work plans and budgets, and producing reports, summaries, and presentations of Agreement actions. The Parties to this Agreement will not designate the same persons to both the *Kokanee ILA Staff Committee* and *Kokanee ILA Management Committee*.
 - 1.5 **KOKANEE ILA WORK PLAN:** The *Kokanee ILA Work Plan* (Exhibit B) will be created by the *Kokanee ILA Staff Committee* annually to guide the work and resources within the Agreement and will be approved annually by the *Kokanee ILA Management Committee*. The substance of the *Kokanee ILA Work Plan* and any amendments to it will be guided by the *Lake Sammamish Kokanee Work Group* technical documents, including but not limited to, the Blueprint for Restoration and Enhancement of Lake Sammamish Kokanee Tributaries (Kokanee Blueprint), Conservation Supplementation Plan for Lake Sammamish Late-run Kokanee (Supplementation Plan) and Ecological Survey of "Late-Run" Kokanee in Lake Sammamish (Ecological Survey). The *Kokanee ILA Work Plan* may be amended by the *Kokanee ILA Management Committee* as allowed under this Agreement.
 - 1.6 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency, tribe, government, consultant or other entity that supplies staffing or other resources to and for the *Kokanee ILA Management Committee*, in exchange for payment. The *Service Provider(s)* may be a Party to this Agreement.
 - 1.7 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government that performs all accounting services for the *Kokanee ILA Management Committee*, as it may require, in accordance with the requirements of chapter 39.34 RCW.
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 Lake Sammamish *Kokanee ILA Work Plan* elements, including coordinated recovery actions to create a healthy Lake Sammamish Watershed, restore habitat, conduct watershed investigations, implement supplementation programs and conduct outreach activities.

- 2.2 To provide a framework for cooperation among the Parties on issues relating to the prioritization, funding, and management of **Kokanee ILA Work Plan** elements.
- 2.3 To provide a mechanism for on-going monitoring and adaptive management of **Kokanee ILA Work Plan** elements.
- 2.4 To share the reasonable actual costs of the **Service Provider** to coordinate and provide the services necessary for the successful implementation and management of the **Kokanee ILA Work Plan**. The maximum financial or resource obligation of any Party will be limited to its share based upon the formula in Exhibit A.

It is not the purpose or intent of this Agreement to, and this Agreement does not, create, supplant, preempt or supersede the authority or role of any individual jurisdiction.

3. **EFFECTIVE DATE AND TERM.** This Agreement will become effective upon the signatures of three (3) **Eligible Jurisdictions**, as authorized by each jurisdiction's governing body, and further provided that after such signatures, King County has filed this Agreement in accordance with RCW 39.34.040 and .200. This Agreement provides the mechanism and governance structure for implementation of the **Kokanee ILA Work Plan** that will be specified and approved every year. Once effective, and subject to Section 8 below, this Agreement will remain in effect for a 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 three (3) of the Parties.
4. **ORGANIZATION AND NATURE OF THE KOKANEE ILA MANAGEMENT COMMITTEE.** The Parties to this Agreement hereby establish the **Kokanee ILA Management Committee** as the overseeing body for the **Kokanee ILA Work Plan** for carrying out the purposes of this Agreement. The **Kokanee ILA Management Committee** will not supplant the **Lake Sammamish Kokanee Work Group**. The **Kokanee ILA Management Committee** will review recommended recovery actions from the **Lake Sammamish Kokanee Work Group** for the purpose of identifying **Kokanee ILA Work Plan** elements. Each Party to this Agreement will appoint one (1) elected official or designee to serve as its representative on the **Kokanee ILA Management Committee**. The **Kokanee ILA Management Committee** is responsible for decisions related to work program, staffing and service agreements, and budget and financial operations related to the Agreement. Further, the **Kokanee ILA Management Committee** is responsible for oversight and evaluation of any **Service Provider(s)** or consultants, for administration of the budget, and for administrative matters for action, consistent with the other subsections of this section. Representatives of the **Service Provider** may serve as non-voting ex officio members thereof. In the event that the **Service Provider** is also a Party to the Agreement, that entity may have both a voting member and a non-voting member. The **Kokanee ILA Management Committee** will have the following responsibilities:
 - 4.1 By September 1 of each year, establish and approve an annual budget for the following calendar year, establishing the level of funding and total resource obligations of the Parties that are to be allocated on a proportional basis according to the average of the population, assessed property valuation and area attributable to each Party to the Agreement, in accordance with the formula set forth in Exhibit A, the formula will be updated every third year by the **Service Provider** and adopted by the **Kokanee ILA Management Committee**, as more current data become available, and in accordance with Section 2.4. For Parties that are not county or city governments, the level of funding and resource obligation will be determined by negotiation with, and approval by, the **Kokanee ILA Management Committee**. Services to the **Kokanee ILA Management Committee** for the term of this Agreement will be provided by King County Department of Natural Resources and Parks which will be the primary **Service Provider** unless the Parties choose another primary **Service Provider**, pursuant to the voting provisions of

Section 5. The **Kokanee ILA Management Committee** will define annual services through the approval of the **Kokanee ILA Work Plan** (Exhibit B).

- 4.2 Review and evaluate the performance of the **Service Provider(s)** to this Agreement and provide for quality services that are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement.
- 4.3 Arrange for the **Service Provider** to enter into contracts for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another Party to this Agreement beyond the services provided by the primary **Service Provider**.
- 4.4 Adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The **Kokanee ILA Management Committee** will 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. No action or binding decision will be taken by the **Kokanee ILA Management Committee** without the presence of a quorum of Party members. A quorum exists if a majority of the Party members are present at the **Kokanee ILA Management Committee** meeting. The voting procedures provided for in 5.1.1 are conditioned upon there being a quorum of the Party members present for any action or decision to be effective and binding.

- 5.1.1 Decisions will 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 Party members at the meeting, or by a majority decision of the Party members, with a minority report.

6. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL; RULES.**

- 6.1 Each Party will be responsible for meeting its financial obligation hereunder as described in Section 2.4, and established in the annual budget adopted by the **Kokanee ILA Management Committee** under this Agreement and described in Section 4.1. Maximum funding responsibilities imposed upon the Parties during the first year of the Agreement will not exceed the amounts set forth in Exhibit A at the time of ILA adoption, which will be updated every third year as described in Section 4.1, or more frequently as annexations result in changes to the area, population, and assessed value calculation for those Parties involved in the annexation to the extent that the cost shares established in the formula set forth in Exhibit A would be changed for such Parties by annexation.
- 6.2 No later than May 1 of each year of this Agreement, the **Kokanee ILA Management Committee** will adopt a draft annual budget for consideration by all Parties to the Agreement. No later than September 1 of each year of this Agreement, the **Kokanee ILA Management Committee** will adopt a budget, including its overhead and administrative costs, for the following calendar year and an estimate for the subsequent year to provide an estimate of the total biennial costs. The budget will propose the level of funding and other responsibilities (e.g., staffing) of the individual Parties for the following calendar year and will propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities. Thereafter, the Parties will take whatever separate legislative or other actions that may be necessary to timely obtain approval for such individual responsibilities under the proposed budget, and approval will be completed no later than December 15 of each such year.
- 6.3 Funds collected from the Parties or other sources on behalf of the **Kokanee ILA Management Committee** will be managed in a separate cost center by King County as

Fiscal Agent and as ex officio treasurer on behalf of the **Kokanee ILA Management Committee** pursuant to rules and procedures established and agreed to by the **Kokanee ILA Management Committee**. Such rules and procedures will 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.

- 6.4 Current actions and costs have been identified for 2019-2020. Once the Agreement is effective, services through 2020 may be billed by the **Service Provider** retroactive to January 1, 2019. In subsequent years, each Party's cost share annual increase will not exceed 10% annually beginning with 2020 cost share levels plus an inflationary percentage increase annually agreed upon by the **Kokanee ILA Management Committee**, (i.e., Consumer Price Index or CPIW), without approval by each Party through each Party's respective approval processes. Provided, the total budget may exceed 10% plus inflationary increases should additional partners join this Agreement. Provided further, the total cost will be based on the **Kokanee ILA Work Plan** cost estimate and may not require the full increase to the budget.
7. **LATECOMERS.** A county, city or tribal government, or other interested public agency that has not become a Party to this Agreement within twelve (12) months after the effective date of this Agreement may become a Party only with the written consent of all Party members of the **Kokanee ILA Management Committee**. The provisions of Section 5 otherwise governing decisions of the **Kokanee ILA Management Committee** will not apply to Section 7. The Parties and the county, city, tribe or other public agency seeking to become a Party will jointly determine the terms and conditions under which the county, city, tribe or other public agency may become a Party. These terms and conditions will include payment by such county, city, tribe or other public agency to the **Fiscal Agent** of the amount determined jointly by the Parties and the county, city, tribe or other public agency to represent such county, city, tribe, or other public agency's fair and proportionate share of all costs associated with activities undertaken by the **Kokanee ILA Management Committee** and the Parties on its behalf as of the date the county, city, tribe or other public agency becomes a Party. Any county, city, tribe or other public agency that becomes a Party pursuant to this section will thereby assume the rights and responsibilities of all other Parties to this Agreement. After the inclusion of such entity as a Party to this Agreement, the formula for Party contribution will be adjusted, if necessary and pursuant to the Agreement of the Parties, for the following calendar year to reflect the addition of each new Party.
8. **TERMINATION.**
- 8.1 An individual Party to this Agreement may terminate its participation in the Agreement effective December 31 of any year upon written notice to the other Parties provided no later than the preceding June 30. The terminating Party will 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.
- 8.2 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 will each remain obligated to meet their respective share of the obligations of the **Kokanee ILA Management Committee**, as reflected in the annual budget.
9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each Party will protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, and employees, while acting within the scope of their

employment as such, from and against any and all third-party 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. 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 will survive and continue to be applicable to Parties exercising the right of termination pursuant to this Section 9. For the purposes of this Section 9, the participating federally recognized tribes expressly and unequivocally waive sovereign immunity.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to, nor do they, 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 any statute or regulation of any local municipality or government, the State of Washington or the United States.
11. **VOLUNTARY AGREEMENT.** This is a voluntary Agreement. In entering into this Agreement, no Party is committing to adopt or implement any actions or recommendations that may be contained in the Kokanee Blueprint, Ecological Survey, or Supplementation Plan pursuant to this Agreement. No Party of this Agreement, or its officers, directors, agents, employees, or other representatives, are authorized to represent or act on behalf of any other Party to this Agreement, nor may they hold themselves out to be so authorized.
12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein will 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 will 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.
13. **NO THIRD-PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor will it be construed to, create any rights in any third party, including without limitation the non-Party members, 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 *Kokanee ILA Management Committee* or any of the Parties, or their officers, elected officials, agents and employees, to any third party.
14. **NO WAIVER OF TRIBAL SOVEREIGN IMMUNITY.** Except as expressly set forth in Section 9 of this Agreement, nothing in this Agreement or any other terms and conditions waives or may be deemed to waive the sovereign immunity of the participating federally recognized Indian Tribes.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the Parties to this Agreement, represented by the affirmative action by their governing bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.

18. FILING OF AGREEMENT. This Agreement will 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.

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

Approved as to form:

CITY OF BELLEVUE:

By: Catherine A. Drew

By: [Signature]

Title: Asst. City Atty.

Title: City Mgr

Date: 12/3/19

Date: 12/4/19

Approved as to form:

CITY OF ISSAQUAH:

By: MMcLellan on behalf of JH

By: Wanley

Title: Proc + Contract Specialist

Title: Mayer

Date: 12/2/2019

Date: 12.3.19

Approved as to form:

KING COUNTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF REDMOND:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____


PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 3rd DAY OF DECEMBER, 2019.

CITY OF SAMMAMISH



Christie Malchow, Mayor

ATTEST/AUTHENTICATED:



Melonie Anderson, City Clerk

Approved as to form:



Michael R. Kenyon, City Attorney

Filed with the City Clerk: November 25, 2019
Passed by City Council: December 3, 2019
Resolution No.: R2019-862

Approved as to form:

SNOQUALMIE TRIBE:

By: _____

By: Robert M. de los Angeles

Title: _____

Title: CHAIRMAN

Date: _____

Date: 11/12/19

**Lake Sammamish Kokanee Recovery Funding
Watershed Based Cost-Share: 2019-2020**

2019	2020
\$100,000	\$150,000

Note: Totals reflect Lake Sammamish Kokanee ILA parties contributions using the WRIA 8 cost share formula as a model. The cost share table's jurisdictional area, population, and assessed value, will be recalculated every three years per the Lake Sammamish Kokanee Recovery ILA (2019-2028).

Lake Sammamish Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Acres)		2019 Cost-Share Amount - (Average of Pop, AV, Area)		2020 Cost-Share Amount - (Average of Pop, AV, Area)		Lake Sammamish Jurisdiction
Bellevue	27,694	22.51%	\$9,615,536,835	27.33%	5001.00	8.64%	19.49%	\$19,494	\$26,317	Bellevue	
Issaquah	35,843	29.13%	\$9,229,640,437	26.24%	7753.18	13.40%	22.92%	\$22,922	\$30,945	Issaquah	
King County (Uninc.)	9,827	7.99%	\$2,706,267,838	7.69%	34123.33	58.98%	24.89%	\$24,885	\$33,595	King County (Uninc.)	
Redmond	7,210	5.86%	\$1,893,012,599	5.38%	893.08	1.54%	4.26%	\$4,262	\$5,753	Redmond	
Sammamish*	42,467	34.51%	\$11,735,740,597	33.36%	10089.19	17.44%	28.44%	\$28,437	\$38,390	Sammamish	
Snoqualmie Tribe**									\$15,000	\$15,000	Snoqualmie Tribe
Totals	123,042	100.0%	\$35,180,198,306	100.0%	57,859.79	100.0%	100.0%	\$100,000	\$150,000		
							TOTAL	\$100,000	\$150,000		

NOTE:

* In 2019, the City of Sammamish entered into a separate kokanee recovery agreement with King County for \$28,046 so the city's remaining 2019 cost share will be \$391.

** In 2020, the Snoqualmie Tribe will begin contributing an amount mutually agreed upon between all of the jurisdictions rather than using the formula.

If the overall cost share increases from 2020 levels, the tribes' cost share will increase at the same rate as all the other parties.

DATA SOURCES:

- 2018 King County Assessor's data
- 2017 population estimates by census tract from the Federal Financial Institutions Examinations Council (FFIEC) and 2018 King County parcel and living unit data

Lake Sammamish Kokanee Interlocal Agreement Work Plan and Budget

(2019 – 2020)

Work Plan Elements	2019 ILA Budget	2020 ILA Budget
<u>2019 Lake Sammamish Water Quality, Fish Assemblage, & Disease Study</u> Conduct study to (1) evaluate change in fish species assemblage between 2003 & 2019 and (2) perform the first detailed disease analysis of all species in the lake. <i>(High priority actions identified in 2016 Ecological Survey and Workshop)</i>	\$53,000	
<u>Lake Sammamish Water Quality, Primary and Secondary Productivity Trend Analysis</u> Monitor conventional nutrient trends in Lake Sammamish and subsequent plankton responses to track kokanee food sources <i>(High priority action identified in 2016 Ecological Survey and Workshop)</i>		\$30,000
<u>Kokanee Captive Broodstock Program</u> Conservation strategy to manage a potential future population crash and protect population genetics through a kokanee rearing hatchery program	\$15,000	\$40,000
<u>Integrated Supplementation Program</u> – Conservation tool to alleviate the adverse effects of habitat loss, non-native fish and disease by enhancing population abundance (includes capturing adult spawners, spawning events, biosampling, disease testing, genetic analysis, thermal marking, rearing & feeding kokanee, and otolith analysis) <u>Fish Monitoring Surveys</u> – Annual monitoring to help inform survival rates and population trends (includes adult spawner and redd counts, biological sampling, & data analysis) <u>Cryogenic Banking Kokanee Male Gametes</u> – Conservation strategy to mitigate potential current and future genetic bottlenecks due to periods of low abundance	\$15,000	\$62,000
Overhead & Administrative Costs	\$9,000	\$16,000
Supplies – Nets, fuel, misc. gear etc.	\$8,000	\$2,000
Total	\$100,000	\$150,000