CITY OF KIRKLAND
Department of Public Works
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Stacey Rush, Senior Surface Water Utility Engineer
Jenny Gaus, Surface Water Engineering Supervisor
Kathy Brown, Public Works Director

Date: September 24, 2015

Subject: 2016-2025 INTERLOCAL AGREEMENT SUPPORTING SALMON RECOVERY IN LAKE WASHINGTON/CEDAR/SAMMAMISH (WRIA 8) WATERSHED

RECOMMENDATION:
Staff recommends that Council approve the resolution authorizing the City Manager to execute the Interlocal Agreement (ILA) to continue support for regional salmon recovery efforts in our watershed. Approval of this memo by adopting the Consent Calendar will authorize the ILA.

BACKGROUND DISCUSSION:
This ILA is a renewal of our existing ILA with 28 jurisdictions that expires December 31, 2015. Last January, King County staff provided a presentation to Kirkland City Council members on the ILA renewal. A staff memo describing the benefits and costs to the City of Kirkland was also provided to the Council. A brief background is provided below, and more detail can be found in the January 20, 2015 Council packet.

Previous resolutions by Kirkland Council – ILA renewal
In November 2006, the Kirkland City Council authorized our existing ILA with other jurisdictions in the watershed for salmon recovery planning and implementation. The ILA renewal begins January 1, 2016 and continues through December 31, 2025. Continued participation in the ILA renewal demonstrates our commitment to proactively working together within the watershed to address the Federal Endangered Species Act (ESA) listing of Puget Sound Chinook salmon in 1999.

ILA Changes
Attachment A lists the changes in the ILA language with this renewal, the most significant of which are as follows:

- "Whereas" statements were added to document the rationale for the ILA, identify WRIA 8's role as the "lead entity" authorized in state statute, and emphasize the use of monitoring and adaptive management to guide implementation of the WRIA 8 Plan.
- The eligible ILA partners have been expanded to include public agencies other than cities and counties that affect land use decisions (like tribes, port districts, etc.).
- The individual ILA partner cost shares may be updated more often than every three years when a substantial annexation occurs.
- An opportunity was created to establish a cost share for newly added public agencies other than cities and county members.
- Wording was changed to clarify an independent audit is optional instead of required (currently provided by an anonymous King County client satisfaction survey).

ILA Funding
The approved annual budget under the ILA renewal for 2016 is $553,713 (Attachment B). Kirkland's portion is anticipated to be $27,719, depending on how many members participate. The ILA renewal will obligate Kirkland to pay similar annual amounts. Reasonable increases can be expected over 10 years, but will not exceed the annual Consumer Price Index for Wages (typically not more than 2-3% per year). Attachment B provides the anticipated annual amount for Kirkland's cost-share portion (assuming continuation of 28 jurisdictions).

ILA purpose
The ILA renewal continues with the same purpose, which is to facilitate salmon recovery as a multi-jurisdictional effort, with shared interests and responsibility for addressing watershed health and salmon habitat protection and restoration. The ILA provides funding for King County staff to perform coordination and implementation tasks for the WRIA 8 Salmon Recovery Council (WRIA 8 SRC). WRIA 8 SRC is an effective, long-standing forum for regional coordination and a governance structure to implement the Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Conservation Plan (WRIA 8 Plan), which supports implementation of the Puget Sound Partnership Action Agenda for recovery of Puget Sound.

While the ESA only prohibits "take" and does not require species recovery, the WRIA 8 Plan has the goal of recovery and eventually the de-listing of Chinook salmon. In addition to preserving and sustaining a species important to Puget Sound's culture, this effort would reduce the risk of third party lawsuits limiting private/public development and City maintenance activities in Kirkland.

The WRIA 8 SRC is the governing body created to implement the ILA and the WRIA 8 Plan. In addition to the 28 jurisdictions, there are 19 stakeholder groups that elect a member to serve on the SRC (for example, Friends of the Issaquah Salmon Hatchery and WA Association of Sewer and Water Districts).

Salmon recovery funding and continued restoration efforts
Regional salmon recovery continues to be under-funded. Staff funded by the ILA coordinate grants for salmon recovery projects and programs, and continue to advocate for more sustainable funding sources. Without their efforts the amount of funding would be significantly lower. In the 5-year WRIA 8 Plan Implementation Report (2005-2010) (Attachment C), the WRIA 8 Plan's anticipated level of funding needed for salmon recovery is shown (page 16) along with the actual funding for the last 10 years. The SRC works with the state legislature, Congressional delegation, and state and federal agency partners every year to support state and federal funding.

Recovery efforts have protected and restored priority salmon habitat throughout the watershed. However, more work remains. As a result of the lack of funding, only 22% of the 10-Year Start List of priority actions have been completed. Chinook salmon population numbers can fluctuate dramatically on a year-to-year basis due to their life cycle. Recent years' monitoring of juvenile Chinook produced in the watershed appear to show encouraging signs of increasing numbers of juveniles leaving the watershed for the ocean, which indicates progress is being made.

Indian Tribes have Tribal treaty rights guaranteeing them the ability to harvest salmon. Puget Sound Tribes recently expressed their concern at the lack of progress towards habitat recovery. The tribes are requesting local, state, and federal governments do more to adopt and enforce protective regulations, and have threatened lawsuits over the continued decline of habitat and fisheries. Lawsuits could severely impact private/public development and City maintenance activities in Kirkland.

Attachment A: WRIA 8 ILA Renewal Changes from previous ILA
Attachment B: WRIA 8 Kirkland's portion of cost-share under ILA renewal
Attachment C: WRIA 8 Plan Implementation Progress Report (2005-2010)

WRIA 8 ILA Renewal for 2016-2025 - Changes from previous ILA **Attachment A**

Item	Proposed Change	Document Reference	KC Explanations and Considerations for Proposed Changes	COK Staff Comment
1	**Add a series of "Whereas" statements to help document the rationale for the ILA and some history of the effort.**	Preamble (p.1-2)	• Helps explain the impetus for establishing/renewing the ILA; • Documents history of the effort during the first 10 year period covered by the initial ILA; • Documents WRIA 8's interest in regional and state recovery efforts; • Recognizes the role salmon recovery action plan in helping to address the effects of climate change; • Acknowledges the importance of kokanee recovery actions, and indicate WRIA 8's intent to seek opportunities to partner where kokanee and chinook recovery priorities overlap.	Support change; provides helpful background and clarification. Staff supports adding the whereas statement recognizing efforts to protect and restore habitat for multiple species (including kokanee), and to seek opportuniites to coordinate with other efforts.
2	**Expand the eligible ILA partners to include public agencies other than cities and counties that have land use jurisdiction, including tribes, ports, utilities, etc.**	Definitions – Eligible Jurisdictions (Section 1.1, p3); Organization and Nature of WRIA 8 Salmon Recovery Council (section 4, p.6); Latecomers (Section 8, p.11)	• Broadens potential ILA membership and coordination; • Spreads annual ILA cost share among more partners, reducing annual cost shares of individual partners • Would likely require changes to the proportional/ weighted voting rules in Section 5.1.2; • Would allow entities other than cities and counties more influence in WRIA 8 decisions, but could also dilute the local governments' decision making authority.	Support change; increases membership and reduces cost shares. This change is in response to WA Association of Sewer & Water Districts filling their position with the commissioner of Skyway Water & Sewer, and the addition of the commissioner from Alderwood Water and Sewer District. There is the possibility of having too many public utilities influencing WRIA 8 decisions, so in the future there may be a need to change the weighted voting rules but not a problem at this time.
4	**Add description of WRIA 8's role as the salmon recovery "Lead Entity" under state law to convene local watershed-based technical and citizen's committees to review, prioritize, and recommend projects for funding to the state Salmon Recovery Funding Board.**	Purposes (Section 2.6, p4)	• Documents WRIA 8's formal designation and role as the salmon recovery "Lead Entity" in the watershed.	Support change.
5	**Add additional emphasis on the use of monitoring and adaptive management to guide implementation of the WRIA 8 Plan.**	Purposes (Section 2.11, p.5)	• Including language to support use of monitoring and adaptive management.	Support change.
6	**Incorporate the current practice of updating individual ILA partner cost shares more often than every three years when there is a substantial annexation that changes the area and population calculation for affected jurisdictions enough to change their individual cost shares.**	Organization and Nature of WRIA 8 Salmon Recovery Council (Section 4.2.1, p.7); Obligations of Parties; Budget; Fiscal Agent; Rules (Section 7.1, p.10)	• Formalizes a common practice • Results in a less predictable cost share distribution, and requires tracking annexations more closely • Need to define "substantial" (i.e. what threshold would prompt an update to occur?)	Support change, but the threshold/definition of a "substantial annexation" needs to be determined, including if 1 annexation would be used to meet a specific threshold or if multiple annexations in one year could be combined to meet the threshold of substantial.
7	**Add description of how the level of funding and resource obligation for public agencies other than cities and counties would be determined in negotiation with and approved by the Salmon Recovery Council.**	Organization and Nature of WRIA 8 Salmon Recovery Council (Section 4.2.1, p7)	• Creates a flexible mechanism to establish an appropriate, fair cost share for public agencies other than cities and counties that are approved ILA partners by the Salmon Recovery Council • Requires Salmon Recovery Council approval • Is not a predictable and clear cost share for potential ILA partners and existing ILA partners	Support change. This change allows for the SRC to determine the cost share for public agencies other than cities and counties, but the formula for cost share has not been determined yet. This change in language is needed now that utility districts are included in SRC.
8	**Replace "shall" with "may" in section on service provider evaluation, which enables SRC to approve use of an annual anonymous service provider (currently King County) client satisfaction survey to meet the service provider performance evaluation requirement or to hire an outside consultant to provide a professional service provider assessment.**	Organization and Nature of WRIA 8 Salmon Recovery Council (Section 4.2.2, p.7)	• Formalizes a current practice approved by the Salmon Recovery Council • Requires Salmon Recovery Council approval • Saves costs associated with retaining an outside consultant to perform an assessment of service provider performance	Support change. Provides us the option of an independent audit by someone other than KC but does not require it. The current internal survey practice has been adequate so far, but in the future the SRC might feel it is needed.

Attachment B

Kirkland's portion of WRIA 8 cost-share under ILA Renewal for 2016-2025

	Current	ILA Renewal									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Increase Each Year[1]		2.18%	2.22%	2.36%	2.32%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Kirkland Annual Cost Share	$27,128	$27,719	$28,295	$28,962	$29,634	$30,523	$31,439	$32,382	$33,354	$34,354	$35,385
Total WRIA 8 Budget	$541,900	$553,713	$565,895	$579,250	$592,688	$610,469	$628,783	$647,647	$667,076	$687,088	$707,701

[1]Increase each year is an annual estimate not to exceed the Consumer Price Index for Wages.

Note: Above cost-share assumption based on the continuation of 28 jurisdictions.

Kirkland's portion of WRIA 8 cost-share under previous ILA for 2001-2015

	Previous ILA (2001-2015)									
	2001-2006	2007	2008	2009	2010	2011[2]	2012[3]	2013	2014	2015
Increase Each Year	Initial	3.42%	0.00%	0.00%	7.68%	60.93%	-3.17%	0.00%	3.00%	3.78%
Kirkland Annual Cost Share	$14,626	$15,126	$15,126	$15,126	$16,287	$26,211	$25,379	$25,379	$26,140	$27,128
Total WRIA 8 Budget	$501,063	$501,063	$501,063	$501,063	$501,063	$501,063	$501,063	$501,063	$516,672	$541,900

[2]Large increase in 2011 due to COK annexation.

[3]Small decrease in 2012 due to Bothell annex from Sno. Co. and Bellevue annex from King Co.

ATTACHMENT C

SALMON AND PEOPLE LIVING TOGETHER

Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Conservation Plan

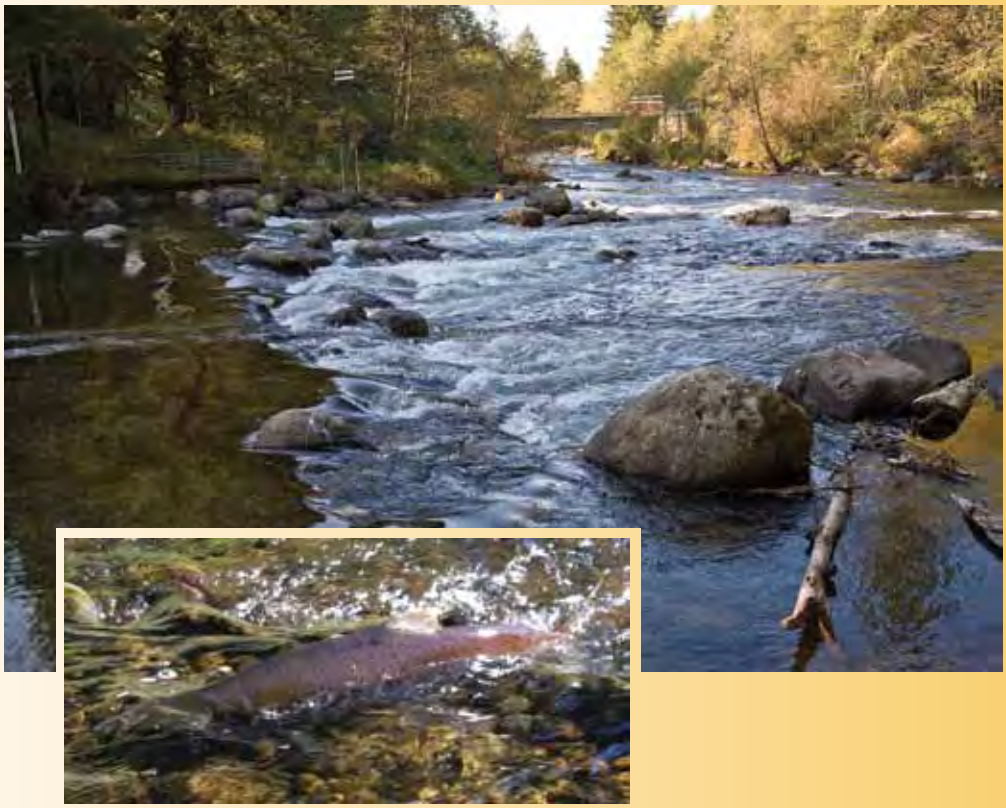
Implementation Progress Report 2005-2010

December 2011

LAKE WASHINGTON • CEDAR SAMMAMISH • WATERSHED

The Lake Washington/Cedar/Sammamish Watershed

The Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Conservation Plan guides our efforts to create a future where people and salmon can live together. This report documents our progress during the first five years of Plan implementation.



"**I'm thrilled** when people tell me they saw salmon near Microsoft in Kelsey Creek. That's upstream of downtown Bellevue. It means our hard work is paying off – for both salmon and people in our watershed. When my grandkids get excited about returning salmon, it reminds me why our efforts are so worthwhile."

Don Davidson, Bellevue Mayor and Chair, WRIA 8 Salmon Recovery Council

I. The First Five Years and Our Future

"Solving shared problems together on behalf of a shared place is the essence of democracy."

—Kemmis 2001

Author Timothy Egan described the Pacific Northwest as "any place salmon can get to." Since 2000, members of the Lake Washington/Cedar/Sammamish Watershed (WRIA 8[1]) Salmon Recovery Council, and its supporting staff and committees, have worked to ensure that our watershed remains a quintessentially Northwest place where salmon return each fall.

Our shared goal is to make our watershed a place where salmon and people can live together. We are working to ensure that Chinook and other salmon species can return to sustainable, harvestable levels. In the most populated watershed in Washington State this is no small task, and it requires both optimism and resolve. The community that cleaned up Lake Washington in the 1950s is applying that same spirit and commitment to recovering salmon today.

In 1999, the federal government listed Puget Sound Chinook salmon as threatened under the Endangered Species Act. In 2000, concerned about the need to protect and restore habitat for Chinook salmon for future generations, 27 local governments in WRIA 8 came together to develop a salmon conservation plan. They were joined by citizens, community groups, state and federal agencies, and businesses. Participating local governments include King and Snohomish counties, Seattle, and 24 other cities.

In 2005, local jurisdictions ratified the WRIA 8 Chinook Salmon Conservation Plan. They agreed to pay for a small team to coordinate implementation of the WRIA 8 Plan through 2015. The WRIA 8 Plan was approved by the National Oceanic and Atmospheric Administration (NOAA) in 2006 as a chapter in the overall Puget Sound Salmon Recovery Plan. What we do for salmon in this watershed is an important component of restoring Puget Sound.

On December 3, 2010, over 100 stakeholders from throughout the WRIA 8 Watershed and Puget Sound gathered to learn about the state of our watershed and its salmon, talk about the progress we have made during the first five years of salmon recovery implementation, and chart a course for the next five years. This Watershed Summit was a vital component in the "adaptive management" of our efforts. This progress report summarizes the analysis done in preparation for the five-year Watershed Summit and points to priorities for future action based on our analysis and progress to date.

[1] WRIA stands for Water Resource Inventory Area, a geographic watershed area designated by the Washington Department of Ecology for watershed planning purposes. The WRIA boundaries were also used to delineate watersheds for salmon recovery planning in Puget Sound.

II. Status of WRIA 8 Chinook Salmon

The Puget Sound region uses the Viable Salmonid Population (VSP) concept as its general approach to determine the conservation status of Chinook salmon.[3] A viable salmonid population is defined as an independent population with a negligible risk of extinction over a 100-year time frame. The VSP attributes used by NOAA and others (including WRIA 8) to evaluate the status of Chinook salmon are abundance, population growth rate (also called productivity), population spatial distribution, and diversity (**Table 1**).[4]

Abundance

Abundance is what the public most often thinks of when they consider the status of a population, and is the most commonly reported indicator in the news media. Abundance is measured by counting the number of adults returning to the spawning grounds, either through estimation methods or by directly counting the number of redds (nests) that have been constructed by females.

However, this indicator is often heavily influenced by factors beyond the control of watershed managers (for example, ocean conditions and fishing pressure). Because of this, abundance is not the best overall measure for watershed managers trying to gauge the effects of local actions on salmon conservation and recovery. An accurate abundance estimate is the critical first step, however, in determining egg-to-migrant survival, one of the most important measures of freshwater productivity.

The WRIA 8 Plan lists both short-term (10-year) and long-term (50-year) goals for Chinook salmon abundance (**Figure 1**). Compared to the NOAA Fisheries measures reported at the time of ESA listing of WRIA 8 Chinook salmon, abundance has increased for the Cedar population and remained low for Bear/Cottage Creek (a surrogate measure for the Sammamish population).

Table 1. Monitoring of Chinook salmon in WRIA 8

Parameters for Evaluating Chinook Populations				
Monitoring Program	**Abundance (How many fish?)**	**Productivity (Is the population growing?)**	**Distribution (Where are the fish?)**	**Diversity (Genetics, life history)**
Spawner Surveys	Escapement, Redd Counts (Figure 1, Table 2)	Prespawning mortality rate; Redd:redd productivity (Figure 2)	Redd mapping (Table 2)	Age structure, Hatchery/natural origin (Table 3)
Fry/Parr Trapping	Juvenile abundance (Figure 4)	Egg to migrant survival (%) (Figure 3) Juvenile abundance (Figure 4)		Fry vs. parr (Figure 6), Migration timing
PIT-Tag Monitoring		Migration survival		Migration timing to ocean

[3] McElhany, P., M. Ruckelshaus, and others. 2000. Viable salmonid populations and the recovery of evolutionarily significant units. U. S. Department of Commerce. 156 p. *http://www.nwfsc.noaa.gov/assets/25/5561_06162004_143739_tm42.pdf*

[4] Since 1998, annual Chinook salmon population status and trends monitoring has been funded primarily by King Conservation District, with collaboration and support from Washington Department of Fish and Wildlife, Muckleshoot Indian Tribe, Seattle Public Utilities, and King County.

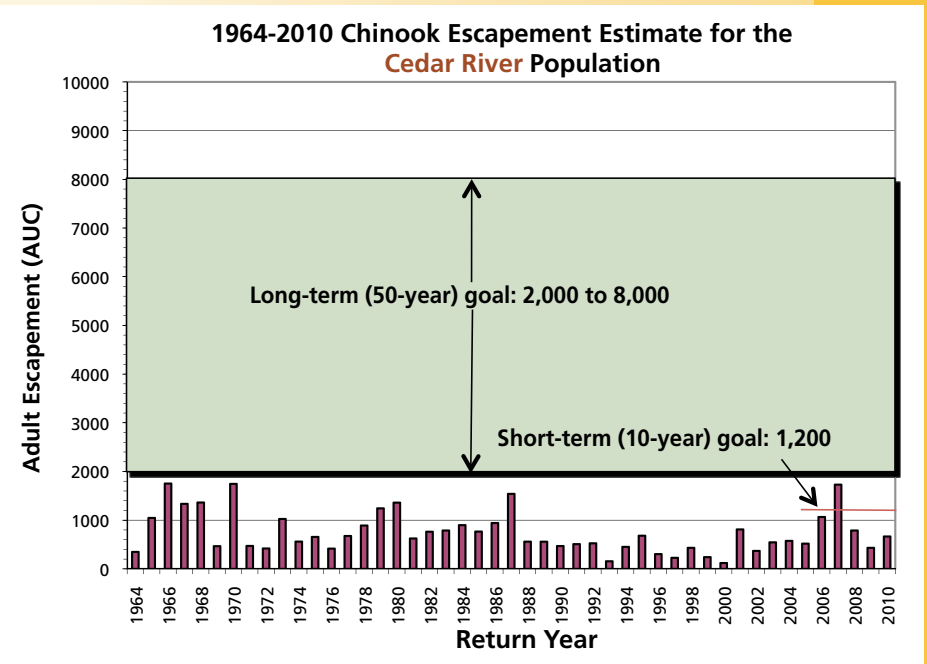
Productivity

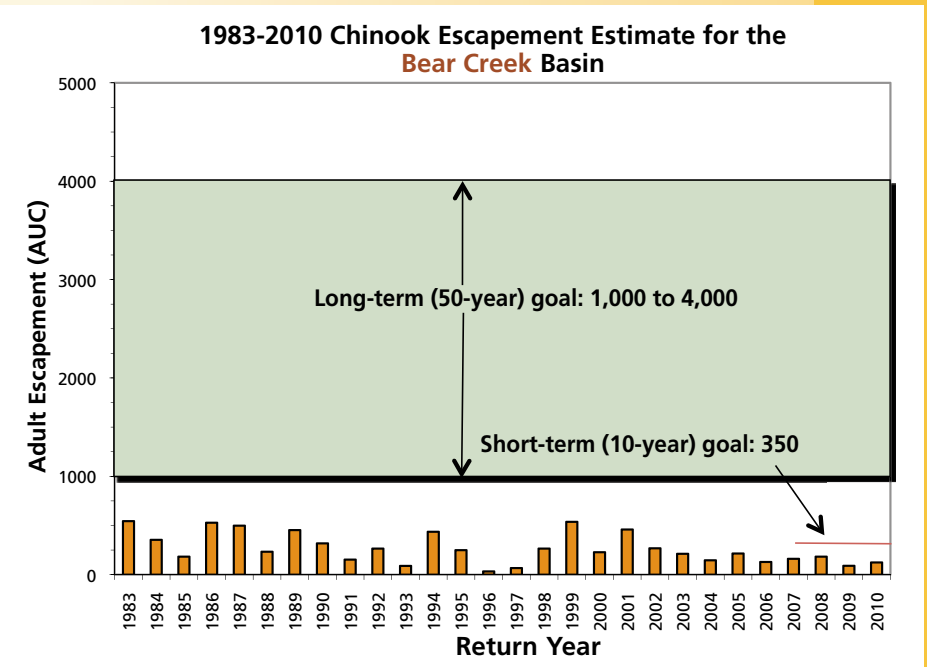
Productivity indicates whether a population is growing or shrinking over time. A productivity value of one indicates that for each fish returning, one fish is produced – that is, the population is essentially replacing itself. A value greater than one indicates that the population is increasing, while a value less than one indicates the population is decreasing.

Scientists can measure overall population productivity (whether the number of Chinook salmon returning to a watershed is increasing from year to year), which includes survival throughout the entire salmon life-cycle. This is complicated by a number of factors, including the variable return age for Chinook salmon (they may return to spawn after two, three, four, or even five years at sea). Redd-to-redd productivity (**Figure 2**) is WRIA 8's indicator of productivity over the entire Chinook life cycle, and incorporates age class proportions into the productivity estimate.

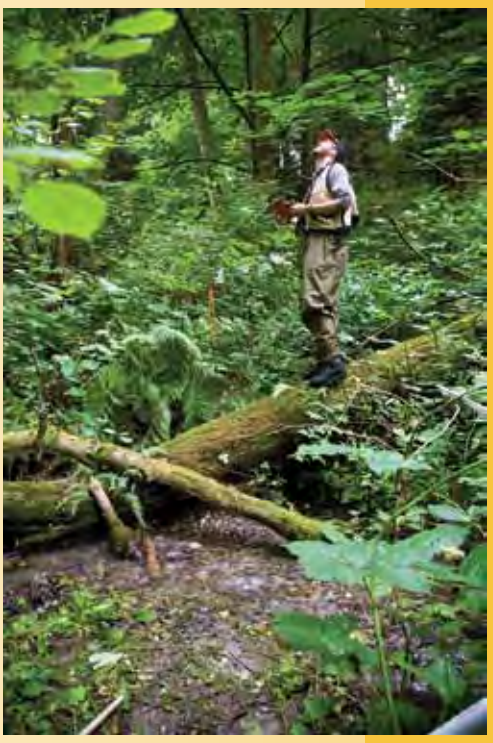
Freshwater productivity. Two indicators of freshwater salmon productivity that are especially important for watershed managers are *egg-to-migrant survival* (**Figure 3**) and *overall juvenile output* (**Figure 4** and **5**). Egg-to-migrant survival compares the estimated number of eggs deposited by spawning Chinook salmon in the fall (through redd counts) against the number of juvenile Chinook salmon migrating out of the watershed the following spring. This number can be compared over time as well as against regional averages. Overall juvenile outmigrant abundance provides an estimate of the overall numbers of juvenile Chinook produced in the Bear Creek and Cedar River basins. Ideally, both these numbers should increase over time if freshwater restoration and conservation efforts are successful.

Figure 1. Number of adult Chinook on the spawning grounds in the Cedar and Bear/Cottage basins. *Escapement* refers to the number of fish that escaped various causes of mortality to reach the spawning grounds. The numbers include both natural-origin and hatchery-origin adults. Bear/Cottage Creek Chinook surveys began in 1983. *Data source: WDFW.*





Juvenile Chinook productivity is influenced by a number of factors, including restoration efforts, flooding during the incubation and rearing period, and habitat for refuge and rearing. WRIA 8's main objective is to improve the amount and condition of juvenile habitat, which will improve both egg-to-migrant survival and overall juvenile survival. Egg-to-migrant survival in WRIA 8 remains variable, while overall juvenile output in the Cedar River appears fairly constant by comparison (**Figure 4**).



Spatial Distribution

In WRIA 8 our goal is to maintain and increase the spawning and rearing distribution of both Chinook populations throughout the watershed. Annual Chinook spawning ground surveys have been conducted in WRIA 8 Chinook salmon streams since 1999 (**Table 2**). While spawning has varied from year to year, there is no evidence that spawning and rearing distribution has declined, with the exception of the loss of spawning on the Walsh diversion, an artificial tributary to the lower Cedar River. Streamflow from the Walsh diversion was restored to upper Rock Creek in 2009.

The construction of a fish passage facility at the Landsburg diversion dam on the Cedar River in 2003 nearly doubled the length of available habitat for Chinook salmon in that river.[5]

Diversity

Scientists give three primary reasons why genetic and life-history diversity is important for species and population viability *(McElhany et al. 2000):*

1. Diversity allows a species to use a wider array of environments.
2. Diversity protects a species against short-term spatial and temporal changes in the environment.
3. Genetic diversity provides the raw material for surviving long-term environmental change.

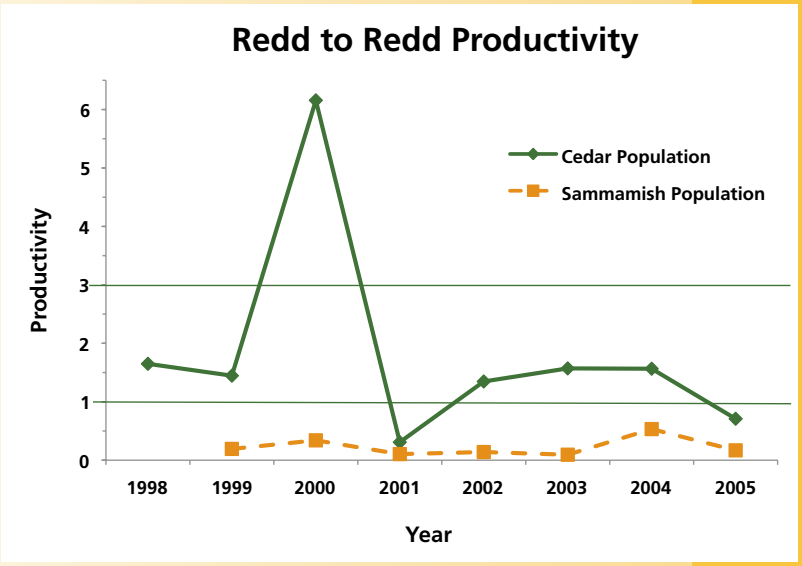


Figure 2. Cedar River and Bear Creek redd productivity. Each point on this graph represents the number of salmon nests (redds) counted each year divided by the number of redds counted in following years, when the salmon that hatched would be returning to create their own redds. Chinook salmon in WRIA 8 spend 2 to 5 years at sea before returning to spawn. Most Chinook in WRIA 8 return after 3 to 4 years. A population replaces itself at a value of 1; the WRIA 8 Plan has a short-term goal of 3 for the Cedar River and Bear Creek (Sammamish) population. In other words, 3 redds would need to be produced for each returning redd in the parent year. (Note: since it may take up to 5 years for Chinook to return to spawn, the 2005 spawning year is the latest for which we can accurately assess productivity.) *Data source: King County unpublished data.*

[5] *http://www.seattle.gov/util/About_SPU/Water_System/Habitat_Conservation_Plan/FishPassageAbovetheDam/*

In WRIA 8, we monitor diversity through assessing the age of returning adults, proportion of juvenile salmon migrating as fry or parr (**Figure 6**), overall timing of migration, and proportion of hatchery fish on the spawning grounds (**Table 3**). WRIA 8 goals are to increase the proportion of parr migrants on the Cedar River and to decrease the proportion of hatchery-origin Chinook spawning with natural-origin fish on the spawning grounds.

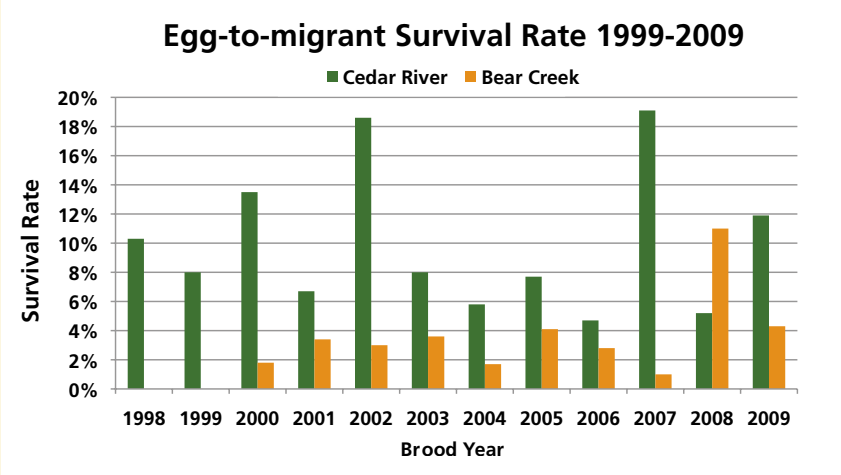


Figure 3. WRIA 8 Chinook salmon egg-to-migrant survival rates for Bear Creek and Cedar River Basins. *Data source: WDFW.*

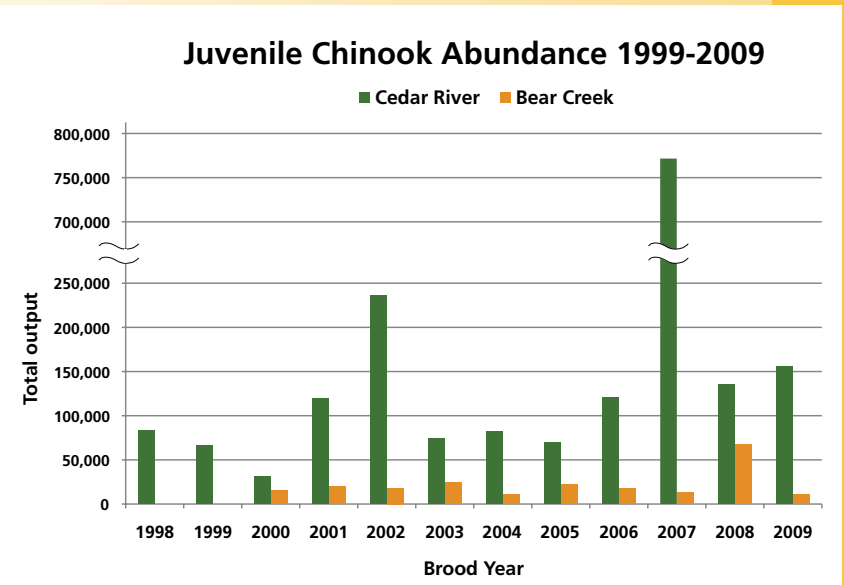


Figure 4. WRIA 8 Chinook salmon juvenile abundance estimates for Bear Creek and Cedar River populations. *Data source: WDFW.*

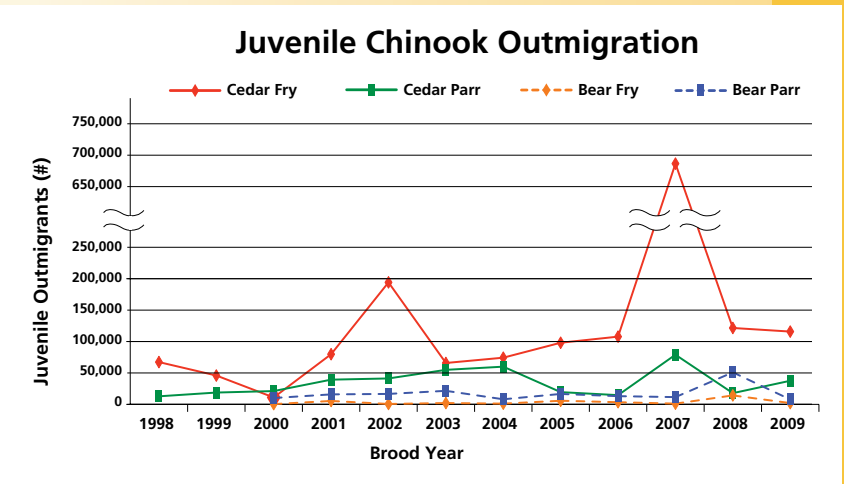


Figure 5. Juvenile Chinook outmigrants in the Cedar and Bear basins. Juvenile Chinook salmon have two different life history strategies. Very small fish called "fry" migrate out of streams into Lake Washington between January and late March, while larger juvenile migrants ("parr") rear in streams for a few more months and migrate later, between May and July. Chinook conservation goals in both basins include increasing the percentage of fish rearing in the basins and migrating to the lake at a larger size. Research has shown that larger migrants have a higher survival rate. *Data source: WDFW.*

Table 2. WRIA 8 Chinook redd survey results, 1999-2010. Shaded cells represent years when surveys were not performed. Cells with "X" represent an artificial tributary that no longer supports spawning. *Data source: King County unpublished data.*

Creek	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Bear	140	30	42	25	24	25	40	12	20	44	9	1
Cottage	171	103	96	102	120	96	82	119	69	88	60	59
EF Issaquah				0	3	26	8	3	30	3	19	29
Little Bear	1	1	1	3	3	1	0	0	2	1	0	0
North Creek	2	4	6	10	1	4	5	9	3	8	7	3
Kelsey Creek		5	4	4	0	0	4	72	77	8	5	1
May Creek	0	1	3		5	9	1	0	7	1	2	1
Rock Creek (Lower)	0	0	0	0	0	0	0	0	0	0	0	0
Taylor Creek	0	0	7	12	11	8	7	1	30	0	0	1
Peterson Creek	0	0	0	0	1	1	1	0	0	0	0	0
Walsh Diversion	0	0	1	0	6	12	0	0	10	0	X	X
Cedar River Mainstem (and tribs above Landsburg)	182	53	390	269	319	490	331	586	859	599	285	265

Figure 6. Proportion of parr migrants from the Cedar River, 1999-2009.
Data source: WDFW.

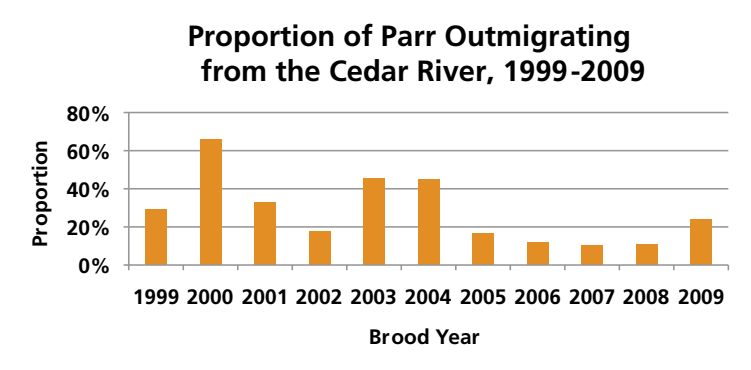


Table 3. Proportion of hatchery-origin Chinook salmon detected in Cedar River and Bear/Cottage Lake Creek spawning surveys since 2004.
Data source: WDFW and King County unpublished data.

	2004	2005	2006	2007	2008	2009
Cedar River	34%	32%	20%	10%	11%	18%
Bear/Cottage Lake Creek		79%	80%	75%	77%	68%

III. Status of the Watershed

Monitoring Watershed Conditions

In WRIA 8, we monitor for changes in habitat and water quality as recommended by the WRIA 8 Plan, to the degree possible with limited funding. Thanks to a National Estuary Program grant awarded through the Puget Sound Partnership, we assessed land cover change to gauge the rate of change in overall forest cover and streamside areas. For water quality trends in the watershed, we rely on water quality and benthic macroinvertebrate data collected by King County. Overall trends in watershed stream conditions are monitored by King County through an Environmental Protection Agency (EPA) grant co-administered by WRIA 8 and King County – a program that contributes data to the Washington Department of Ecology Status and Trends monitoring project.[6] Funding for this project lasts through 2013.

Land Cover Change

The WRIA 8 Plan places a high priority on protecting forest cover wherever practical throughout the watershed. Intact forests contribute to natural watershed processes and high water quality, both of which are necessary for salmon survival. In priority areas where forest cover no longer exists or cannot be maintained, it is crucial to protect and restore riparian buffers (i.e., forested streamside areas).

Overall forest cover declined in 42 of 47 WRIA 8 subbasins between 1991 and 2006. Areas *outside* the urban growth area (UGA) boundary displayed negligible forest cover loss during that period, while forest cover *inside* the UGA boundary declined 21% in Tier 1[7] areas and 23% in Tier 2 areas (**Figure 7**). For streamside areas, the amount of impervious area increased between 2005 and 2009 in nearly all subbasins studied. Forest cover in streamside areas declined in some subbasins and stayed constant in others (**Table 4**). The majority of forest cover loss in the streamside areas analyzed appeared to be the result of "vested" development – that is, construction legally permitted under older sensitive areas rules.[8]

Change between 2005 and 2009	
Forest Cover	
Inside UGA	-3.8%
Outside UGA	-1.5%
Impervious Cover	
Inside UGA	10.6%
Outside UGA	5.5%

Table 4. Change in forest cover and impervious cover along selected WRIA 8 streams, 2005-2009. *Data source: King County Department of Natural Resources and Parks.*

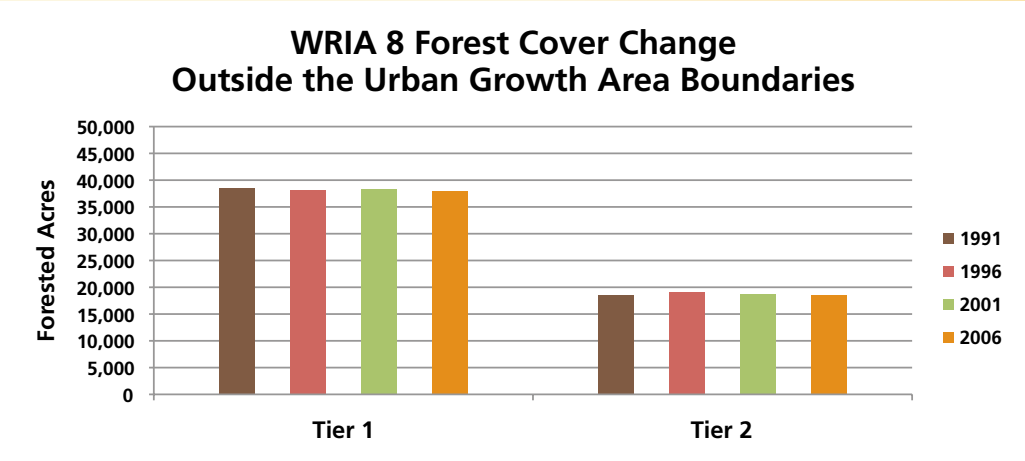
Between 2005 (top) and 2009 (bottom), houses and roads replaced forest along a tributary to Bear Creek.

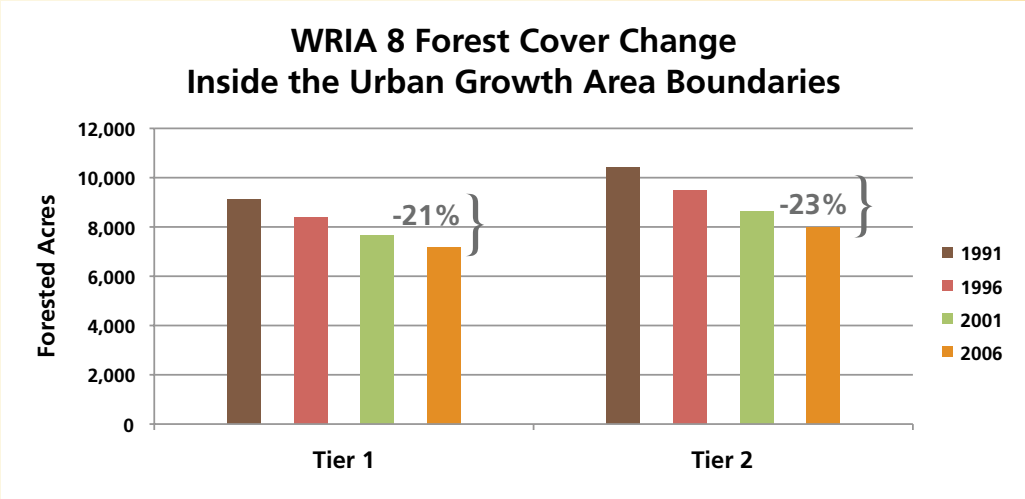
[6] *http://www.ecy.wa.gov/programs/eap/stsmf/index.html*

[7] "Tiers" denote priority areas for Chinook salmon in WRIA 8. Generally, Tier 1 and 2 areas are highest priority and have the greatest potential for salmon habitat conservation and restoration. Tier 3 areas are important for water quality improvement and protection.

[8] *http://www.govlink.org/watersheds/8/reports/W8LandcoverChangeReport7-19-2011.pdf.* See report for details.

Figure 7. Forest cover change in Tier 1 and Tier 2 areas in WRIA 8, 1991-2006.
Data source: King County Department of Natural Resources and Parks.





Water Quality

The WRIA 8 Plan relies on the efforts of state and local jurisdictions to protect and improve water quality to help salmon. Likewise, WRIA 8 relies on monitoring efforts by King County and others to provide information on the status and trends in water quality in the watershed. One metric commonly used to report water quality is the Water Quality Index.[9]

The Water Quality Index (WQI) incorporates eight water quality parameters that include temperature, pH, fecal coliform bacteria concentration, dissolved oxygen concentration, sediment load, and nutrient levels. A higher number indicates better water quality, with 100

[9] *http://www.ecy.wa.gov/biblio/0203052.html*

the highest possible score. In general, stations scoring 80 to 100 meet expectations for water quality and are of "lowest concern;" scores of 40 to 80 indicate "marginal concern." Water quality at stations with scores below 40 does not meet expectations, and these streams are of "highest concern." Water quality data is presented in **Figure 8**.

Benthic Index of Biotic Integrity

Another overall indicator of stream health, the Benthic Index of Biotic Integrity[10] (BIBI) incorporates information on the composition and numbers of aquatic insects living in streams into a score between 10 and 50, with 10 being very poor and 50 being excellent. In WRIA 8, between 2002 and 2010, on average 53% of the sample sites scored "Poor" or "Very Poor," 33% scored "Fair," and 14% scored "Good" or "Excellent." The data display no apparent trend during this period (**Figure 9**).

Watershed Habitat Status and Trends

In 2009, WRIA 8 began a project to conduct physical and biological monitoring in 30 stream reaches in the watershed to characterize watershed conditions. In 2010, we added 20 stream reaches with the aid of an EPA grant written in partnership with King County. We are still analyzing data from the first few field seasons; these will inform our next progress report.

[10] *http://www.pugetsoundstreambenthos.org/*

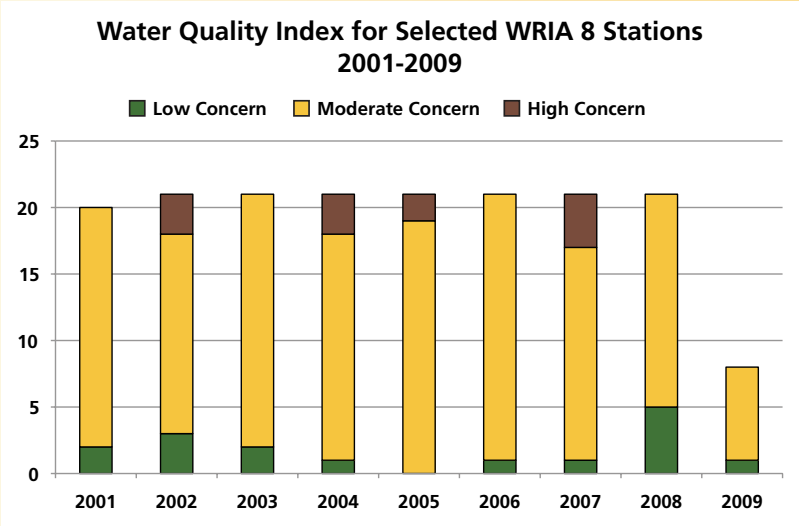


Figure 8. Water Quality Index (WQI) for selected WRIA 8 streams, 2001-2009. Cuts to the King County water quality monitoring program in 2009 reduced the number of stations in WRIA 8 (hence the shorter bar for 2009). *Data source: King County Department of Natural Resources and Parks Water Quality Monitoring Program.*

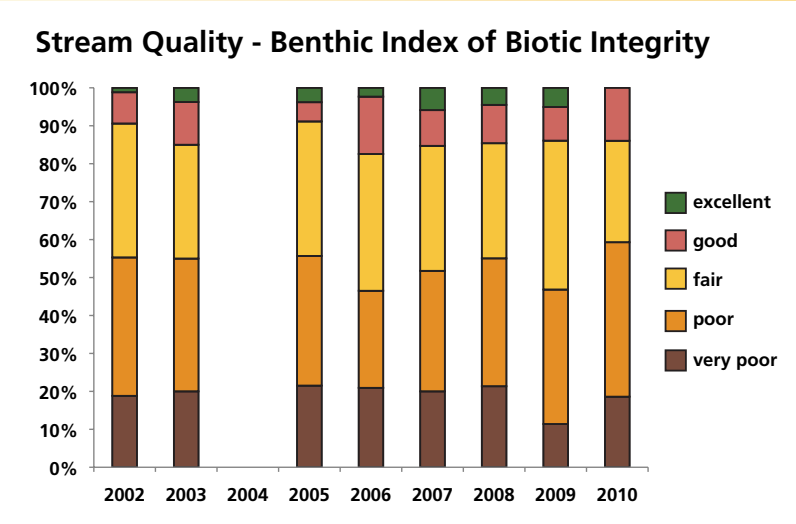
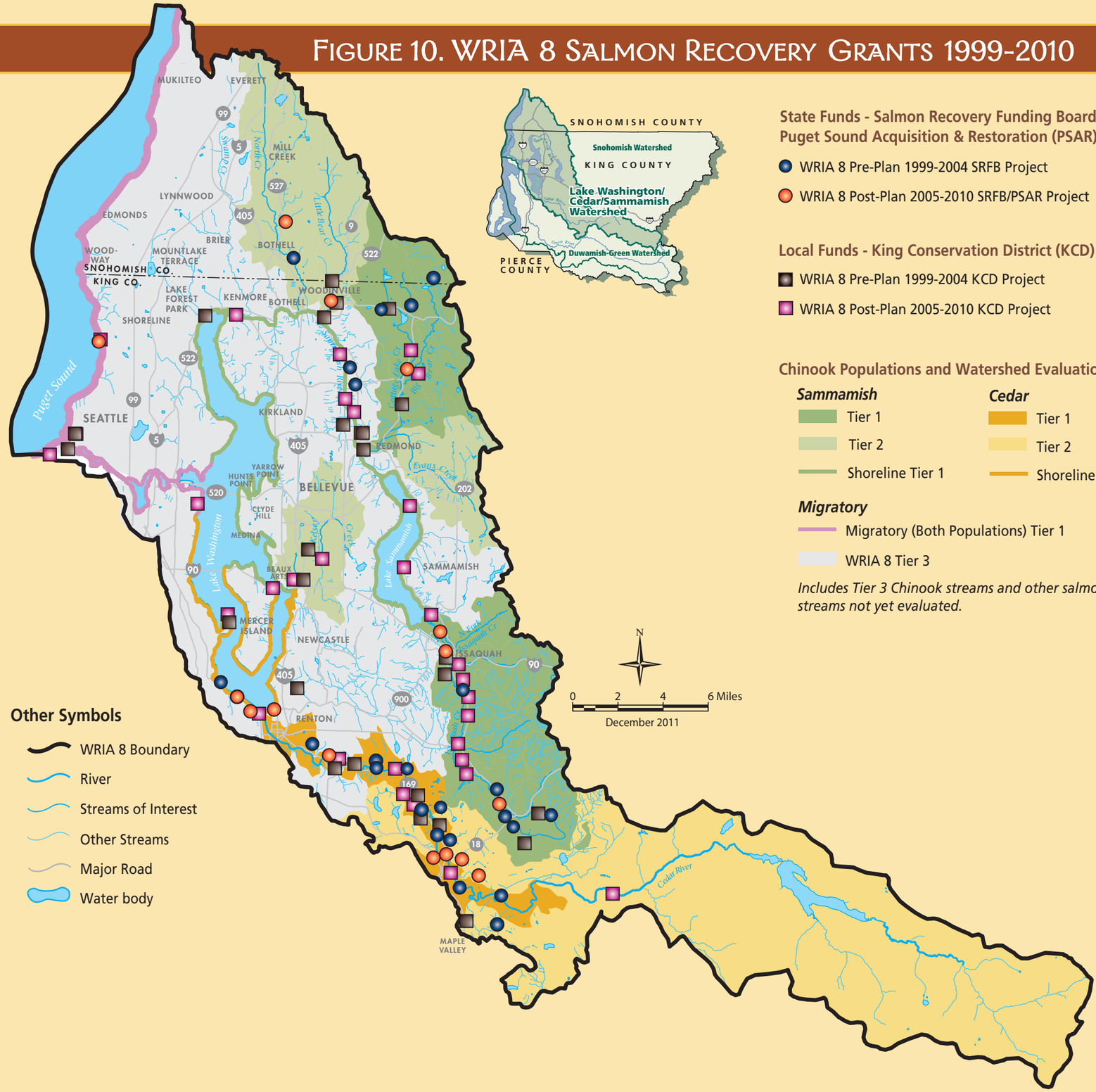


Figure 9. Benthic index of biotic integrity scores for WRIA 8 streams. Percentages represent aggregate scores of 79 to 89 survey reaches per year. *Data source: King County Department of Natural Resources and Parks Ambient Monitoring Program.*

Figure 10. WRIA 8 Salmon Recovery Grants 1999-2010



State Funds - Salmon Recovery Funding Board (SRFB) and Puget Sound Acquisition & Restoration (PSAR) projects:

- WRIA 8 Pre-Plan 1999-2004 SRFB Project
- WRIA 8 Post-Plan 2005-2010 SRFB/PSAR Project

Local Funds - King Conservation District (KCD) Projects:

- WRIA 8 Pre-Plan 1999-2004 KCD Project
- WRIA 8 Post-Plan 2005-2010 KCD Project

Chinook Populations and Watershed Evaluation Tiers

Sammamish

- Tier 1
- Tier 2
- Shoreline Tier 1

Cedar

- Tier 1
- Tier 2
- Shoreline Tier 1

Migratory

- Migratory (Both Populations) Tier 1
- WRIA 8 Tier 3

Includes Tier 3 Chinook streams and other salmon-bearing streams not yet evaluated.

Since 1999, salmon recovery partners in the Lake Washington/Cedar/Sammamish Watershed received over 90 grants for priority salmon habitat protection and restoration projects.

This map shows grants awarded between 1999 and 2010 to projects throughout the watershed from the Salmon Recovery Funding Board, Puget Sound Acquisition and Restoration program, and King Conservation District. The projects are divided between those that were funded between 1999 and 2005, before ratification of the WRIA 8 Plan in 2005, and those funded between 2005 and 2010 to implement the Plan.

The watershed is divided into "tiers," which denote priority habitat areas for Chinook salmon in WRIA 8. Tier 1 areas are highest priority and include primary spawning areas as well as migratory and rearing corridors. Tier 2 areas are second priority and include areas less frequently used by Chinook salmon for spawning. Tier 3 areas are infrequently used by Chinook salmon, but are still important areas for water quality and flow management.

IV. Habitat Protection and Restoration Progress

The Lake Washington/Cedar/Sammamish Watershed has a long history of habitat protection and restoration (**Figure 10** – map on previous page). For decades, local governments have led habitat efforts in the watershed. In addition, many WRIA 8 partners are doing habitat projects that are not specifically called for in the WRIA 8 Plan but still benefit salmon.

First Five Years of Project Implementation (2005 - 2010)

The Plan recommends nearly 700 site-specific protection and restoration projects approved by teams consisting of scientists, local experts, knowledgeable citizens, and technical staff from state and federal resource management agencies and local jurisdictions. From this list, a subset of the highest-priority projects was chosen for implementation during the first 10 years of the Plan (the "Start List"). The Start List is updated as implementation advances, to reflect changes in project status, and to add new projects as they become ready or opportunities arise.

Status of Implementation

Of the 166 projects currently on the Start List, 44% either have been completed (24 projects) or are funded and in progress (49 projects). An additional 40% (67 projects) have been proposed and await funding. Twenty-six projects (16%) are either conceptual project ideas that a sponsor has not developed into a proposed project, or are projects for which we lack data on their status and are assumed to be conceptual (**Figure 11**).

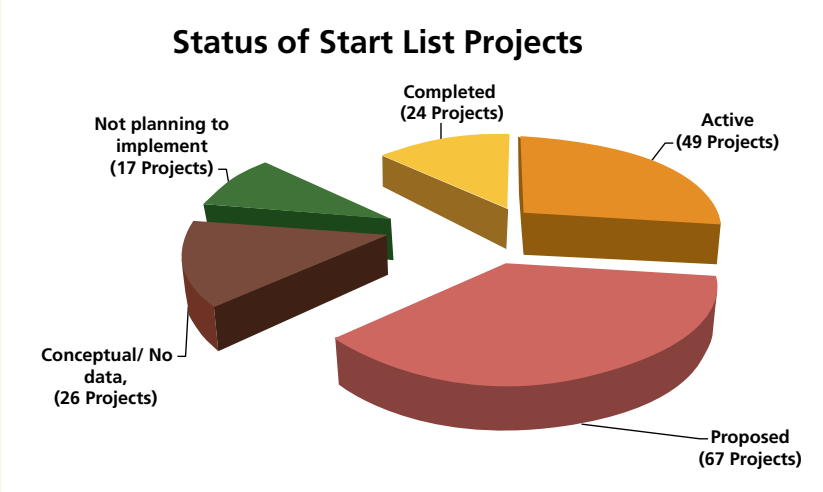


Figure 11. Status of all Start List projects since 2005 (183 projects). There are 166 projects currently on the Start List. Seventeen projects have been deemed infeasible and removed from the Start List.

Priorities for recovery actions

Conservation actions that benefit the Cedar population are our highest priority, followed by actions to benefit the Sammamish population. To date, grant funding distribution generally follows these priorities, although funding for actions in the nearshore and common migratory areas has been lower than it should be (**Figure 12**).

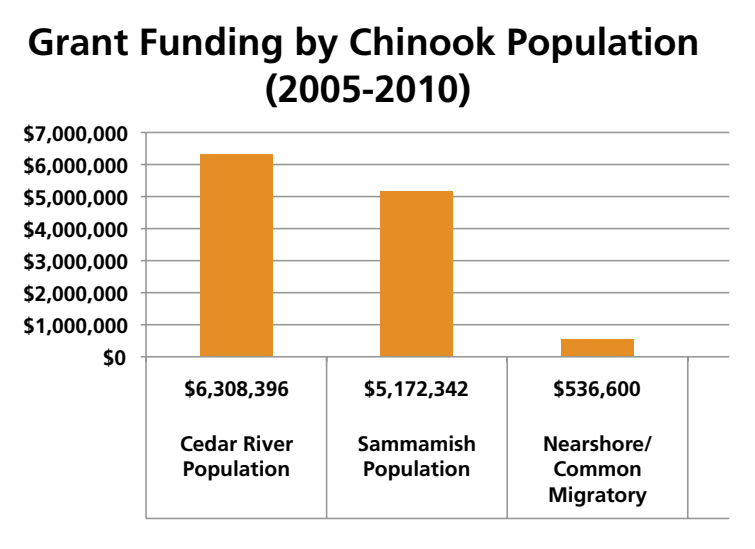


Figure 12. WRIA 8 grant funding (Salmon Recovery Funding Board, Puget Sound Acquisition and Restoration, and King Conservation District grants) for habitat protection and restoration between 2005 and 2010, distributed to areas supporting the Cedar population, Sammamish population, and nearshore/migratory areas common to both populations.

Habitat Successes

Although a lack of funding has slowed the pace of habitat restoration and protection, WRIA 8 partners continue to implement projects throughout the watershed (**Table 5**). Recovering salmon in our watershed requires protecting or restoring habitat processes. This typically requires large areas and often encompasses multiple properties. During the first five years of implementing the WRIA 8 Plan, nearly two-thirds of the available funding was dedicated to acquisition projects to protect existing high-quality habitat or to enable future habitat restoration (**Figure 13**). The remaining one-third went to restoration projects. As the "last best places" are protected, more of the land acquired for future restoration will be restored.

Table 5. Project sponsors completed 24 projects between 2005 and 2010. Projects are organized by areas supporting the Cedar population, Sammamish population, and migratory and nearshore areas common to both populations.

Completed Habitat Projects 2005 – 2010	
Cedar Population	**Project Sponsor**
Cedar River	
Cedar Rapids Floodplain Acquisition: Acquired 15 acres of floodplain for future levee removal and floodplain restoration	King County
Cedar Rapids Floodplain Restoration: Removed levee and restored 15 acres of floodplain	King County
Rainbow Bend Acquisition: Purchased 40 acres, including mobile home park and nine single-family homes; relocated residents from 55 mobile homes	King County
Lions Club Side Channel Restoration: Restored 800 foot historic side channel and floodplain	King County
Lower Taylor Creek Floodplain Restoration: Relocated 800 feet of stream away from Maxwell Road, and restored floodplain habitat	King County
Migratory Area – South Lake Washington Shoreline	
Chinook Beach (Rainer Beach Lake Park): Removed marina and bulkhead, and restored shoreline	City of Seattle
Martha Washington Park Shoreline Restoration: Removed armoring and restored shoreline	City of Seattle
Seward Park Riparian (Shoreline) Habitat Restoration: Restored 300 feet of lakeshore habitat	City of Seattle
Lake Washington Shoreline Restoration (Section 4): Daylighted Madrona Creek and restored shoreline	Friends of Madrona Creek
Sammamish Population	**Project Sponsor**
North Lake Washington Tributaries	
Twin Creeks Project: Expanded existing restoration project to restore riparian and floodplain habitat	Snohomish County
Little Bear Creek Forest Protection: Protected 105 acres of forest on Little Bear Creek	Snohomish County
Fish Passage on Kelsey Creek: Improved fish passage by replacing culvert on NE 8th St.	City of Bellevue
Issaquah Creek	
Sammamish State Park Restoration: Restored wetlands, streams and lakeshore areas	Mountains to Sound Greenway Trust
Sammamish State Park Recreation Management: Updated park management plan to improve park management and enforcement to protect site from human disturbance	Washington State Parks
Anderson Property Acquisition: Acquired property at the confluence of Issaquah Creek and East Fork Issaquah Creek, to be restored and added to Issaquah Creek Park	City of Issaquah
Guano Acres Acquisition: Acquired 8 acres on lower Issaquah Creek	City of Issaquah
Juniper Acres Acquisition: Acquired 5 acres along Issaquah Creek	City of Issaquah
Squak Valley Park Restoration: Restored 8 acres of riparian and floodplain habitat and 1,000 lineal feet of stream	City of Issaquah
Issaquah Creek Protection: Acquired 118 acres on Issaquah Creek in the Log Cabin reach	King County
Fish Passage Improvements on Issaquah Creek: Replaced partial fish barrier culvert at 298th St. within Taylor Mountain Park	King County
Migratory Area – Lake Sammamish and Sammamish River	
Sammamish River Bank Restoration: Regraded banks, created habitat benches and restored riparian areas on nearly 2,000 lineal feet of river	City of Redmond
Wildcliff Shores Riparian Wetland Enhancement and Reconnection: Reconnected riparian wetlands to Sammamish River and restore vegetation at Wildcliff Shores, across from Swamp Creek	City of Kenmore
Zacusse Creek Restoration: Daylighted Zacusse Creek and restored creek mouth along Lake Sammamish	City of Sammamish
Both Populations – Common Migratory Areas and Marine Nearshore	**Project Sponsor**
Salmon Bay Natural Area: Restored 700 feet of shoreline	City of Seattle

Cedar Population

After five years of acquiring and protecting habitat, several project sites now have enough land to begin large-scale restoration activities. This is most notable in the Cedar River, where the WRIA 8 Plan identifies reconnecting the river to the floodplain to increase habitat for juvenile Chinook as the most important action. The Cedar Rapids project was the first large-scale floodplain restoration project on the river (see below). Other floodplain habitat restoration projects are moving forward in the next three years. While these projects will greatly improve habitat conditions for both adult and juvenile Chinook salmon, more large-scale floodplain restoration is needed.

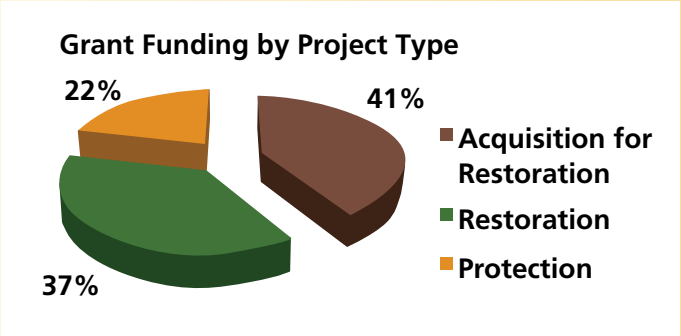


Figure 13. Distribution by project type of $12.1 million in grant funding received from Salmon Recovery Funding Board, Puget Sound Acquisition and Restoration program, and King Conservation District between 2005 and 2010. This distribution reflects grant funds only, and does not include funds used to match grant funds. Between 2005 and 2010, over 60% of grant funding has gone to protecting habitat and acquiring land for future restoration. As the remaining high quality habitat is protected, more funding will support restoring land acquired for restoration.

Cedar Rapids Floodplain Restoration Project

Cedar Rapids pre-project (2007)…

…and post-project after flooding in both 2009 and 2011.

This project, one of the first major floodplain reconnection projects on the Cedar River, aims to both reduce flood hazards and restore salmon habitat.

In 2008, the levees and bank armoring were removed from a 30-acre site, allowing the river to reconnect with its floodplain. Setback levees were built on the site's outer edges to protect adjacent homes and Jones Road. The project was designed to allow the river to migrate freely within the new setback levees.

The Cedar River experienced major flooding in 2009 and 2011 that reshaped the site dramatically. The river shifted its mainstem channel, a new large gravel bar formed, and historic side channels filled with water. However, logs and logjams moved downstream during the flooding and had to be removed.

King County will be applying lessons learned from this project to future restoration projects, including the Rainbow Bend site, where a levee will be removed and 40 acres of floodplain will be restored. Construction will begin in 2013.

Unique to WRIA 8 in the Puget Sound region, lakes are an important part of Chinook migratory habitat. Therefore, restoring stream mouths and beach habitats along the shoreline is particularly important. WRIA 8 partners have implemented several important shoreline restoration projects from Seward Park south to the mouth of the Cedar River. These projects provide important habitat for juvenile Chinook as they migrate from the Cedar River through Lake Washington.

Sammamish Population

Actions to support the Sammamish population have focused on protecting existing habitat and restoring areas of Issaquah Creek and Bear Creek, the two primary spawning areas for the Sammamish population. The Sammamish River is a critical migratory corridor for the Sammamish population, emphasizing the need to restore riparian areas and off-channel habitat. We have also protected and restored habitat on Little Bear and North Creeks, which provide additional diversity of spawning habitat for the Sammamish population.

Nearshore/Common Migratory areas

Twice during their lives, as an outmigrating juvenile and a returning adult, Chinook salmon from both WRIA 8 populations migrate through the Ballard Locks, Ship Canal, and along the marine nearshore. Salmon face several challenges in this migratory bottleneck, and work is needed to improve fish passage.

- Passing through the Ballard Locks is hazardous for both juvenile and adult salmon. Some improvements have been made, but much more needs to be done.
- High water temperatures in the Ship Canal may be harmful or even lethal.
- The railway along the marine shoreline limits the opportunity to restore natural processes.

Issaquah Restores Squak Valley Park North

In 2010, the City of Issaquah restored eight acres of fish and wildlife habitat at Squak Valley Park North. This is one of the largest restoration projects in the City's history.

The City removed portions of a levee along Issaquah Creek to reconnect it to the floodplain. The area had been a straight, uniform channel more than 1,000 feet long, providing poor fish habitat. Public benefits include a new nature park, with trails and stream overlooks, and reduced flooding in the Sycamore neighborhood.

V. Funding Salmon Recovery

To protect and restore the habitat necessary for salmon recovery, the WRIA 8 Plan set an ambitious funding goal of over $17 million annually from federal, state, and local sources. Funding during the first five years of implementing the Plan has fallen short of funding goals in most categories (**Table 6** and **Figure 14**).

Salmon recovery in WRIA 8 relies on grant funding from several local, state, and federal sources. Between 2005 and 2010, WRIA 8 partners received over $12 million in grants for habitat protection and restoration projects (**Figure 13**).

Funding Sources	WRIA 8 Plan Annual Funding Goal
Salmon Recovery Funding Board	$1,400,000
New Regional Funding	$4,000,000
Other State (agency grants, etc.)	$800,000
Federal (Army Corps of Engineers, Environmental Protection Agency, other federal grants, etc.)	$3,500,000
King Conservation District	$660,000
King County Conservation Futures	$2,500,000
Other Local Match (utility fees, stormwater management fees, etc.)	$4,500,000
TOTAL	$17,360,000

Table 6. WRIA 8 Plan anticipated funding sources and annual goal. WRIA 8 is unable to track all funding sources; shaded rows indicate funding sources tracked by WRIA 8.

Federal and State Funding

The Salmon Recovery Funding Board (SRFB) has been a crucial, consistent source of federal and state funds for salmon habitat protection and restoration. From 2005 to 2010, annual SRFB funding was one-third of what the WRIA 8 Plan anticipated from this source.

In 2007, recovering Puget Sound became a greater state and federal priority. This additional focus on Puget Sound brought new regional funding to accelerate the pace of salmon recovery efforts. In the 2007 biennial budget, the state legislature appropriated $42 million through the newly created Puget Sound Acquisition and Restoration (PSAR) program to Puget Sound watersheds. This increased funding to implement the highest priority salmon habitat protection and restoration projects.

WRIA 8 received $2,015,099 in 2007 PSAR funds and $1,623,911 in 2009 PSAR funds. Although PSAR only provided about half of the anticipated new funding from regional grants, it was a substantial, much-needed investment. The PSAR program is not a guaranteed funding source, and the legislature appropriates it every two years. It is important for WRIA 8 partners to actively support PSAR funding and demonstrate the on-the-ground habitat improvement that results from this investment.

Federal funding has been much lower than anticipated. In particular, U.S. Army Corps of Engineers funding has been far lower than expected in the Plan goals, largely a result of reduced congressional allocations to the Corps of Engineers and some potential project partners deciding to seek funding elsewhere rather than go through the Corps project funding process.

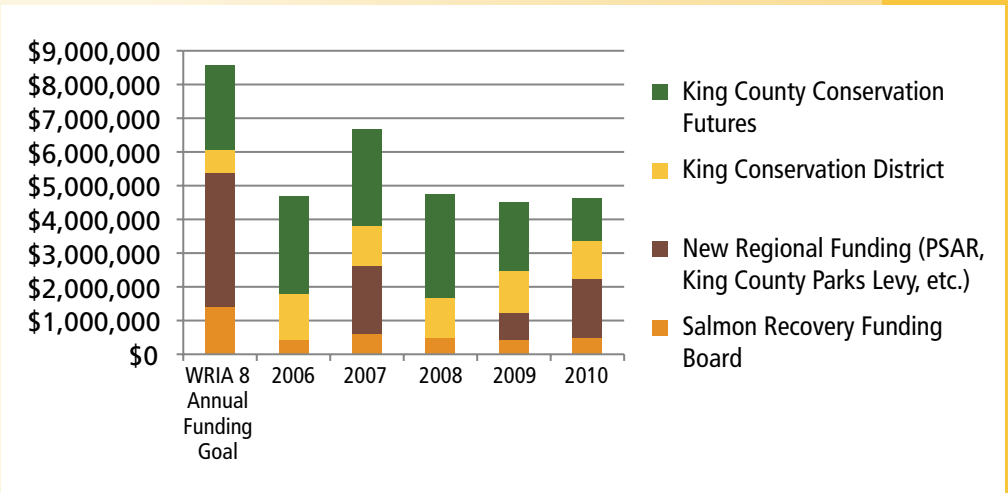


Figure 14. WRIA 8 Plan annual funding goals for four primary funding sources compared to actual annual funding levels during the first five years of implementing the Plan.

However in 2009, with the increased focus on recovering Puget Sound, several important WRIA 8 priorities received over $4 million in federal grant funding from the EPA. EPA grants are advancing the following priorities:

- Monitoring watershed conditions in up to 50 stream reaches (King County)
- Establishing a stormwater flow control plan for the Piper's Creek watershed (City of Seattle)
- Developing an incentives and credits program to improve ecosystem functions and processes along shorelines of single-family waterfront homes (City of Seattle)
- Supporting a partnership to restore riparian ecosystems and eradicate invasive species (City of Seattle)

Local Funding

During the past five years, local funding for salmon recovery has contributed over $40 million towards implementing priority habitat projects, much of which serves to match state and federal grants (**Figure 15**). Local funds come from a number of sources, most notably King Conservation District (KCD), King County Conservation Futures, King County Parks Levy, and local government surface water management fees, utility fees, and other sources. With the doubling of KCD funds in 2006, KCD has contributed nearly twice the funding for habitat restoration and protection anticipated in the WRIA 8 Plan. Additionally, King County Conservation Futures provides annual funding from property taxes levied throughout King County and its cities for the purchase and permanent protection of habitat and open space. Beginning in 2008, the King County Parks Levy also provides annual funding to acquire open space and restore county parkland that supports salmon habitat. These local funding sources serve as indispensable match to leverage grant funds for habitat protection and restoration projects.

Recovering Salmon in Challenging Economic Times

The last few years have been difficult for salmon recovery funding. Beginning in 2009, as a result of the recession, funding suffered as local, state, and federal budgets were greatly reduced. The PSAR program was reduced from $42 million in the 2007-2009 biennial budget to $33 million in the 2009-2011 biennial budget. In coming years, with the prospect of continued budget shortfalls at all levels, we could see further reductions in salmon recovery funding. This will continue to hinder implementation of the WRIA 8 Chinook Recovery Plan.

Although the reality of funding for habitat protection and restoration has fallen well short of the goals set by the Plan (**Table 6**), we have used the available funding to accomplish substantial priority project work. We will not be able to increase the pace and effectiveness of habitat restoration and protection without additional funding sources.

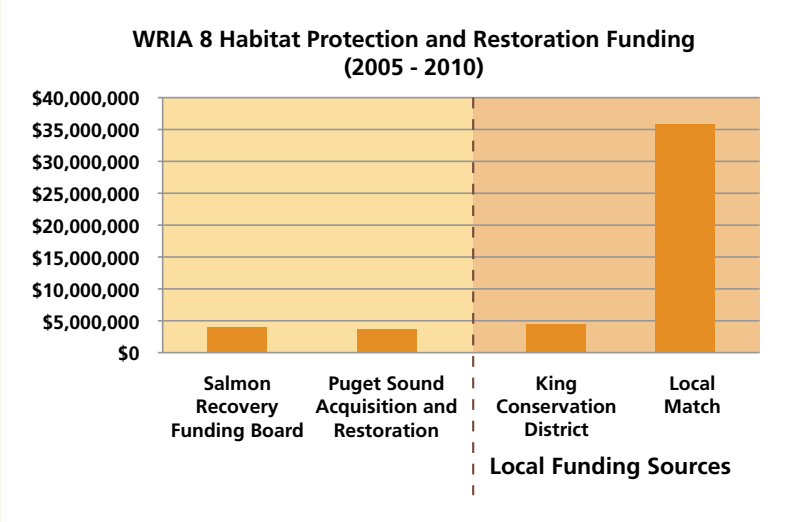


Figure 15. Amount of WRIA 8 grant funding by grant source compared to the amount of local funding. State and federal grant funds are leveraged heavily by local matching funds. Although King Conservation District grants are separated from local match in the figure, they should be included in the total local funds that serve as match to state and federal grants.

Program is controlling Cedar River knotweed

Invasive knotweed is an aggressive invader of riparian habitats, forming dense stands along stream banks. A collaborative program has been working to control knotweed along the Cedar River and its tributaries. This is often an essential first step in restoring native habitat.

The King County Noxious Weed Control Program began working on knotweed with landowners on the Cedar in 2007. In 2010, King County, Seattle Public Utilities, Forterra (formerly Cascade Land Conservancy), and the Friends of the Cedar River Watershed joined together to form the Cedar Stewardship in Action Program.

Partners reach out to all property owners, public and private, seeking permission to control knotweed on their property and promoting better land stewardship. Hundreds of volunteers participate in over 50 events each year to remove invasives and replant. The process is time-intensive; it takes about a year to treat (and re-treat) two river miles.

VI. Programmatic Actions

Implementation of Actions Related to Land Use and Education & Outreach

Programmatic actions in the Plan related to land use and public outreach may seem less directly tied to salmon in a WRIA 8 stream than on-the-ground habitat projects. But they are actually more critical to the long-term success of our salmon recovery efforts. WRIA 8 is the most populated watershed in the state, and it is still growing. How well we manage growth and development, and motivate people who live in our watershed to take positive actions to benefit salmon, will determine our success in recovering Chinook salmon.

In 2008, the WRIA 8 team administered a survey to jurisdictions in the watershed to assess progress made in implementing programmatic recommendations in the Plan.

The survey found a high rate of implementation for the following actions, ranked as being of "high importance" by a WRIA 8 staff group:

- Forest cover/riparian buffer education
- Water quality education
- Promoting stormwater best management practices
- Critical Areas Ordinances
- Shoreline Master Plan updates
- Tree protection regulations
- Stormwater regulations
- Regulatory flexibility to promote habitat protection/restoration

For these highly-ranked actions, WRIA 8 partners should be vigilant to keep the implementation level high. They should also look for ways to measure their effectiveness.

The following programmatic actions were found to have lower levels of implementation and were ranked as being of high or medium importance to salmon recovery. These Plan recommendations should be revisited by the WRIA 8 Salmon Recovery Council and supporting committees to identify ways to increase implementation:

- Outreach regarding the benefits of large wood in streams
- Education programs for landscape designers/contractors on sustainable design
- Programs to address illegal water withdrawals
- Incentives to protect/restore ecological function
- Outreach to property owners to protect forest cover/habitat
- Promotion of low-impact development
- Natural Yard Care education

WRIA 8 partners are working collaboratively to address many outreach and education actions in the Plan. For example, many WRIA 8 jurisdictions, as part of implementing their stormwater permit requirements, are participating in the Stormwater Outreach for Regional Municipalities (STORM) Consortium. STORM coordinated extensive outreach campaigns related to reducing the water quality impacts of car washing and yard care, which are both high-priority outreach recommendations in the WRIA 8 Plan. Also, lakeshore jurisdictions in the

watershed have partnered with state and federal agencies on the Green Shorelines campaign to work with lakeshore property owners to improve shoreline habitat for salmon (see below). Pooling resources and collaborating has not only been more efficient in these cases, but has also led to much more effective outreach programs.

Non-governmental organizations and community groups and other WRIA 8 partners who were not part of the implementation survey are important partners in implementing many plan recommendations. For example, many nonprofit organizations such as the Mountains to Sound Greenway Trust, Friends of the Cedar River Watershed and Adopt-a-Stream Foundation, offer volunteer stewardship events. Local water districts offer educational programs and incentives to promote water conservation. The Washington Department of Ecology, Parks and Recreation Commission, and Puget Soundkeeper Alliance all have programs and materials to help boaters reduce pollution from recreational boating and boat maintenance.

Connecting People and Salmon

People are more likely to take actions to protect salmon, streams, and beaches if they have a personal experience that connects them with the resource. For several years, WRIA 8 has supported efforts to create personal connections through the annual Salmon SEEson campaign. Salmon SEEson promotes events sponsored by several cities and organizations where people can see salmon traveling upriver to spawn. Trained interpreters from Friends of the Issaquah Salmon Hatchery, Friends of the Cedar River Watershed, Salmon Stewards, City of Redmond, and elsewhere are on site at specific locations to provide information and answer questions.

WRIA 8 also supports the Cedar River Salmon Journey (CRSJ), Beach Naturalists, and Salmon Watchers through King Conservation District grants. These programs train volunteers about the watershed's natural resources and how to educate diverse audiences. Motivated people who know the science and can engage others are valuable resources for salmon recovery.

Bringing Back the Beach for Better Habitat

Bulkheads and rip rap that line the shores of Lakes Washington and Sammamish have greatly reduced essential habitat for juvenile Chinook salmon. WRIA 8 has been working to encourage homeowners to restore their shoreline by adding beaches and native vegetation.

The City of Seattle developed an attractive and informative Green Shorelines guidebook for lakeshore property owners. Thousands of guidebooks have been distributed by jurisdictions, shoreline consultants and contractors, and through other means.

In 2009, WRIA 8 held a series of four green shorelines workshops about the definition of green shorelines, the permit process, incentives, and green shoreline design.

In 2010, lakeshore property owners received mailers with color photos and information about green shorelines. WRIA 8 also developed a Green Shorelines website. WRIA 8 plans to continue Green Shorelines work through outreach to professionals, project case studies, and new media.

Watershed Report uses video to inspire high school students

How do you engage a new generation in protecting our watershed? Try making them leaders in producing a video.

Friends of the Cedar River Watershed (FCRW) has been working with high school students to research, narrate, and produce The Watershed Report. The innovative project is a series of short video reports on positive sustainability trends in the 13 school districts and 27 cities of the greater Lake Washington Watershed.

Updated every year, the report is like a collaborative report card. The report is featured each year on 19 public access channels.

The first report premiered in June 2010 with over 150 community leaders in attendance. The video won an award for watershed films sponsored by the Whole Watershed Restoration Initiative.

FCRW recruits students for the report through sustainability presentations in all 13 school districts in the watershed.

VII. Our Future: Challenges and Opportunities

We have much to celebrate after the first five years of implementing the Chinook Conservation Plan. We have reason to believe that salmon will continue to be a vibrant, thriving part of our watershed into the future. We appear to be holding the line on Chinook salmon population trends and maintaining forest cover in the rural parts of the watershed. Collectively, we are taking the right actions in the right places for salmon recovery. Our commitment to improving the health of our watershed, and recovering salmon, remains strong.

Too Little Progress in Implementing Plan Recommendations

Although the commitment to salmon recovery is strong in WRIA 8, at the five-year point of implementing the Plan we are not as far along as we anticipated when we ratified the Plan in 2005. We've only implemented 14% of the projects on our "Start List" of high priority habitat projects, and we should be closer to 50%. As discussed in Section VI, we've identified land use and outreach recommendations in the Plan needing more focused implementation efforts. A primary reason we have not made more progress is that, like most watersheds in Puget Sound, we are behind on our ambitious goals for funding salmon recovery.

In 2011, the National Marine Fisheries Service issued its five-year status review of implementation of the Puget Sound Chinook Recovery Plan (of which the WRIA 8 Chinook Plan is a chapter). It found that habitat is still declining Puget Sound-wide and that not enough is being done to protect and restore habitat.

New Focus Areas for the Next Five Years

Based on our watershed analysis and Chinook salmon population trends, we need to:

- Restore more Cedar River floodplain habitat.
- Continue working with lakeshore property owners through our Green Shorelines outreach program.
- Protect and restore riparian areas in both the urban and rural parts of the watershed.
- Find solutions to address the barrier to restoring natural shoreline processes caused by railroads along the WRIA 8 marine nearshore.
- Improve fish passage through the Ballard Locks and Ship Canal.

Opportunities and New Partnerships

With so many partners and our strong record of local match for state and federal funding, WRIA 8 is an influential voice for change. We need to ask for continued state and federal funding for salmon recovery and work with other Puget Sound watersheds and partners to develop new funding sources. We need to look at creative partnerships for implementing recovery actions, and focus on actions that provide multiple benefits. We can be more effective and efficient at implementing some actions in the WRIA 8 Plan when we collaborate and share the load. We should also work more with nonprofit and community groups to advance the most important projects and programs. We need to tell our salmon stories, highlight our challenges, celebrate our successes, and invite watershed residents to join us in our work to ensure a future for salmon in the Lake Washington/Cedar/Sammamish Watershed.

WRIA 8 Coordination Team

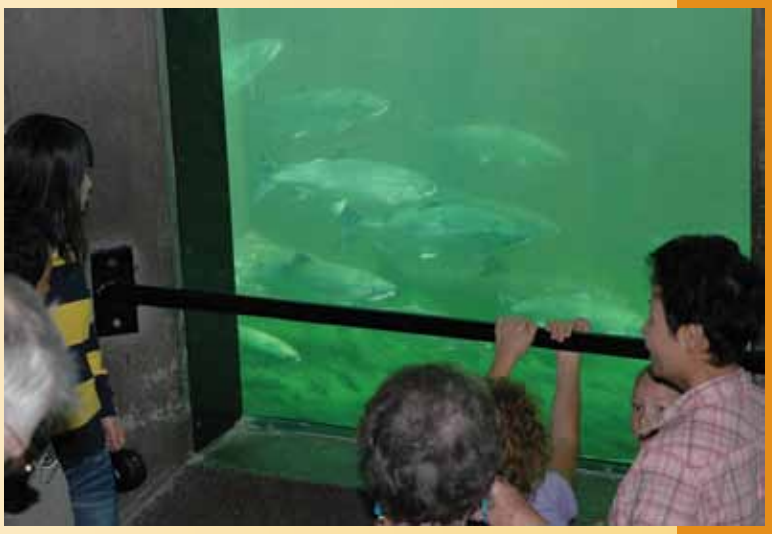
Jean White
Watershed Coordinator

Jason Mulvihill-Kuntz
Actions and Funding Coordinator

Scott Stolnack
Technical Coordinator

Annette Frahm
Green Shorelines Outreach Coordinator

Linda Grob
Administrative Coordinator



Photos courtesy of:

Ned Ahrens, Hans Berge, Geoff Clayton, Friends of the Cedar River Watershed, Ray Heller, Charlotte Spang, Roger Tabor, U.S. Army Corps of Engineers, Washington Department of Fish and Wildlife, Dar Webb, and Jo Wilhelm.

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www.kingcounty.gov/wlr

Alternate Formats Available

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Town of Beaux Arts Village

City of Bellevue Washington

City of Bothell

City of Clyde Hill

City of Edmonds Inc. 1890

Town of Hunts Point Serving Our Residents

City of Issaquah

Kenmore By the Lake

Kent Washington

King County

City of Kirkland Washington

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The City of Maple Valley

City of Medina Washington

City of Mercer Island Washington

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Mountlake Terrace

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City of Redmond Washington

City of Renton

City of Sammamish Washington

City of Seattle

City of Shoreline

Snohomish County

The City of Woodinville

Washington Department of Fish and Wildlife

Town of Yarrow Point

For more information, contact:

Jean White
Lake Washington/Cedar/Sammamish Watershed Coordinator

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WRIA 8 website: www.govlink.org/watersheds/8/

RESOLUTION R-5151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL AGREEMENT WITH PARTICIPATING LOCAL GOVERNMENTS WITHIN WATER RESOURCE INVENTORY AREA 8 (WRIA 8) FOR SALMON RECOVERY PLANNING AND IMPLEMENTATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, Chapter 39.34 RCW authorizes the City of Kirkland to enter into interlocal agreements with other governmental entities; and

WHEREAS, Puget Sound Chinook salmon, including the Water Resource Area 8 (WRIA 8) Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, Kirkland is located within the watershed designated as the Lake Washington/Cedar/Sammamish Watershed by the State, and participation in the WRIA 8 salmon recovery process is in the best interests of the City and its residents and is consistent with the City's Comprehensive Plan; and

WHEREAS, Kirkland City Council on June 21, 2005, adopted the WRIA 8 Chinook Salmon Conservation Plan, which has the purpose of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon, and recognizes that implementation of this plan is an integral part of the WRIA 8 salmon recovery process which supports implementation of the Puget Sound Partnership Action Agenda for recovery of Puget Sound; and

WHEREAS, Kirkland City Council on November 8, 2006, adopted Resolution R-4612 approving a similar interlocal agreement for salmon recovery that expires on December 31, 2015.

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is authorized to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Attachment "A", which is entitled "Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8."

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2015.

Signed in authentication thereof this ____ day of _____, 2015.

_____
MAYOR

Attest:

_____
City Clerk

INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

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

WHEREAS, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan (“WRIA 8 Plan”) and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

WHEREAS, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999; and

WHEREAS, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

WHEREAS, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery actions, and

WHEREAS, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 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 WRIA 8 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 to implement the WRIA 8 Plan; 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 ESA; and

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

WHEREAS, the parties wish to monitor and evaluate implementation of the WRIA 8 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 recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

WHEREAS, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

WHEREAS, the parties have an 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 WRIA 8 Plan; and

WHEREAS, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

WHEREAS, the parties recognize the importance of efforts to protect and restore habitat for multiple species in the Lake Washington/Cedar/Sammamish Watershed, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

WHEREAS, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with floodplain management, water quality and agriculture; 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;

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 shall have the meaning provided for below:

   1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; the cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville; the towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other interested public agencies and tribes.

   1.2. **WRIA 8 SALMON RECOVERY COUNCIL**: The ***WRIA 8 Salmon Recovery Council*** created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the ***WRIA 8 Salmon Recovery Council*** includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the ***WRIA 8 Plan***. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.

   1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005**: ***WRIA 8 Plan*** as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.

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

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

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

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

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

2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the ***WRIA 8 Plan***

2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the ***WRIA 8 Plan***. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.

2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.

2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the ***WRIA 8 Salmon Recovery Council***.

2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.

2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.

2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the ***WRIA 8 Plan*** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

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

2.9 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.

2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.

2.11 To provide a mechanism for on-going monitoring and adaptive management of the ***WRIA 8 Plan*** as defined in the Plan.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2016 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by each jurisdiction's legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and .200. If such requirements are not met by January 1, 2016, then the effective date of this Agreement shall be the date on which such requirements are met. This Agreement provides the mechanism and governance structure for implementation of the ***WRIA 8 Plan*** from January 1, 2016 through December 31, 2025. Once effective, this Agreement shall remain in effect through December 31, 2025; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population,.

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

choose to be parties to this Agreement. Representatives from stakeholder entities who are selected under the voting provisions of Section 5.2 of this agreement are also part of this association.

4.1 Upon the effective execution of this agreement and the appointment of representatives to the ***WRIA 8 Salmon Recovery Council***, the party members of the ***WRIA 8 Salmon Recovery Council*** shall meet and choose from among its members, according to the voting provisions of Section 5, five (5) elected officials or their designees, to serve as a ***Management Committee*** to oversee and direct the funds and personnel contributed under this Agreement, in accordance with the adopted annual budget and such other directions as may be provided by the party members of the ***WRIA 8 Salmon Recovery Council***. 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 an executive subcommittee of the ***WRIA 8 Salmon Recovery Council***, responsible for oversight and evaluation of any ***Service Providers*** or consultants, for administration of the budget, and for providing recommendations on administrative matters to the ***WRIA 8 Salmon Recovery Council*** for action, consistent with the other subsections of this section.

4.1.1 Services to the ***WRIA 8 Salmon Recovery Council*** for the term of this agreement shall be provided by King County Department of Natural Resources which shall be the primary ***Service Provider*** unless the party members pursuant to the voting provisions of Section 5 choose another primary ***Service Provider***. The ***Management Committee*** shall prepare a Memorandum of Understanding to be signed by an authorized representative of King County and an authorized representative of WRIA 8, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of and job descriptions for dedicated staff in increments no smaller than .5 FTE, 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.

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

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

4.2.1 By September 1 of each year, establish 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 according to the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the ***WRIA 8 Salmon Recovery Council***, as more current data become available, and in accordance with Section 2.2. 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. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the ***Management Committee***, which will develop a recommendation for review and approval by, the ***WRIA 8 Salmon Recovery Council.***

4.2.2 Review and evaluate annually the duties to be assigned to the ***Management Committee*** hereunder and the performance of the ***Fiscal Agent*** and ***Service Provider(s)*** to this Agreement, and provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any ***Service Provider(s)***, at least every three (3) years, the ***WRIA 8 Salmon Recovery Council*** may retain an outside consultant to perform a professional assessment of the work and services so provided. Evaluations of the ***Service Provider***(s) shall occur in years 3, 6, and 9 of the Agreement

4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.

4.3 The ***WRIA 8 Salmon Recovery Council*** through the primary ***Service Provider*** may contract with similar watershed forum governing bodies or any other entities 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***. 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.

4.4 The party members of the ***WRIA 8 Salmon Recovery Council*** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING**. The party members on the ***WRIA 8 Salmon Recovery Council*** 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 No action or binding decision will be taken by the ***WRIA 8 Salmon Recovery Council*** without the presence of a quorum of active party members. A quorum exists if a majority of the party members are present at the ***WRIA 8 Salmon Recovery Council*** meeting, provided that positions left vacant on the ***WRIA 8 Salmon Recovery Council*** by parties shall not be included in calculating the quorum. In addition, positions will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum until that time in which the party member is present. The voting procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a quorum of the active party members present for any action or decision to be effective and binding.

5.1.1 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 party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.

5.1.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the ***WRIA 8 Salmon Recovery Council***, the ***WRIA 8 Salmon Recovery Council*** shall take action on a dual-majority basis, as follows:

5.1.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed ***WRIA 8 Salmon Recovery Council*** action.

5.1.2.2 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 by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.

5.1.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active party members to this Agreement and by a majority of the weighted votes of the active party members to this Agreement. No action shall be valid

and binding on the parties to this Agreement until it shall receive majority of votes of both the total number of active party members to the Agreement and of the active members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a "no" vote.

5.2 The party members on the ***WRIA 8 Salmon Recovery Council*** may deem it appropriate to appoint to the ***WRIA 8 Salmon Recovery Council*** non-party stakeholder representatives and other persons who are appropriate for the implementation and adaptive management of the ***WRIA 8 Plan***.

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

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

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

6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN**. The ***WRIA 8 Plan*** shall be implemented with an adaptive management approach. Such an approach anticipates updates and amendments to the ***WRIA 8 Plan***. Such amendments to be effective and binding must comply with the following provisions:

6.1 The ***WRIA 8 Salmon Recovery Council*** shall act to approve or remand any ***WRIA 8 Plan*** amendments prepared and recommended by the committees of the ***WRIA 8 Salmon Recovery Council*** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5.

6.2 In the event that any amendments are not so approved, they shall be returned to the committees ***of the WRIA 8 Salmon Recovery Council*** for further consideration and amendment and thereafter returned to the ***WRIA 8 Salmon Recovery Council*** for decision.

6.3 After approval of the ***WRIA 8 Plan*** amendments by the ***WRIA 8 Salmon Recovery Council***, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the ***WRIA 8 Salmon Recovery Council*** shall transmit the ***updated WRIA 8 Plan*** to any state or federal agency as may be required for further action.

6.4 In the event that any state or federal agency to which the ***WRIA 8 Plan*** or amendments thereto are submitted shall remand the ***WRIA 8 Plan*** or amendments thereto for further consideration, the ***WRIA 8 Salmon Recovery Council*** shall conduct such further consideration and may refer the plan or amendments to the committees of the ***WRIA 8 Salmon Recovery Council*** for recommendation on amendments thereto.

6.5 The parties agree that any amendments to the ***WRIA 8 Plan*** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

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

7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.2, and established in the annual budget adopted by the ***WRIA 8 Salmon Recovery Council*** under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1, or 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 by the formula set forth in Exhibit A would be changed for such parties by the annexation

7.2 No later than September 1 of each year of this Agreement, the ***WRIA 8 Salmon Recovery Council*** 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 responsibilities (e.g. staffing) of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

7.3 Funds collected from the parties or other sources on behalf of the ***WRIA 8 Salmon Recovery Council*** shall be maintained in a special fund by King County as ***Fiscal Agent*** and as *ex officio* treasurer on behalf of the ***WRIA 8 Salmon Recovery Council*** pursuant to rules and procedures established and agreed to by the ***WRIA 8 Salmon Recovery Council***. 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.

8. **LATECOMERS**. A county or city government, or other interested public agency or tribe in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages 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 ***WRIA 8 Salmon Recovery Council*** shall not apply to Section 8. The parties and the county, city, or other public agency or tribe seeking to become a party shall jointly determine the terms and conditions under which the county, city, or other public agency or tribe may become a party. These terms and conditions shall include payment by such county, city, or other public agency or tribe to the ***Fiscal Agent*** of the amount determined jointly by the parties and the county, city, or other public agency or tribe to represent such county, city, or other public agency or tribe's fair and proportionate share of all costs associated with activities undertaken by the ***WRIA 8 Salmon Recovery Council*** and the parties on its behalf as of the date the county, city, or other public agency or tribe becomes a party. Any county, city, or other public agency or tribe that becomes a party pursuant to this section shall thereby assume the general 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 shall be adjusted for the following year to reflect the addition of this new party.9.

TERMINATION. This Agreement may be terminated by any party, as to that party only, upon sixty (60) calendar days' written notice to all other parties. The terminating party shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating party up to the effective date of such termination. This Agreement may be terminated at any time by the written agreement of all parties. It is 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 meet their respective share of the obligations of the ***WRIA 8 Salmon Recovery Council*** as reflected in the annual budget.

10. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY**. In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **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 the ***WRIA 8 Plan*** pursuant to this Agreement.
13. **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.
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 non-party members, 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 ***WRIA 8 Salmon Recovery Council*** 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, represented by affirmative action by their legislative 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 shall be filed by King County and Snohomish 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:	TOWN OF BEAUX ARTS VILLAGE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF BELLEVUE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF BOTHELL:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF CLYDE HILL:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF EDMONDS:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	TOWN OF HUNTS POINT:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF ISSAQUAH:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF KENMORE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF KENT:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

Approved as to form:	CITY OF KIRKLAND:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF LAKE FOREST PARK:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF MAPLE VALLEY:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF MEDINA:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF MERCER ISLAND:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF MILL CREEK:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF MOUNTLAKE TERRACE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF MUKILTEO:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF NEWCASTLE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF REDMOND:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF RENTON:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF SAMMAMISH:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF SEATTLE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	CITY OF SHORELINE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

Approved as to form:	CITY OF WOODINVILLE:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	TOWN OF WOODWAY:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:	TOWN OF YARROW POINT:
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Regional Watershed Funding

WRIA Based Cost-share: WRIA 8

For 2016 **Total : $553,713**

Note: Total reflects WRIA 8 Salmon Recovery Council decision (March 19, 2015) to provide for an annuall increase in the ILA cost share not to exceed the Consumer Price Index for Wages, which is estimated to be 2.18% in 2016. Jurisdictional area, population, and assessed value is to be recalculated every three years per the WRIA 8 interlocal agreement for 2016-2025.

WRIA 8 Salmon Recovery Council approved 3-19-15

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		Cost-Share Amount (Average of Pop, AV, Area)		WRIA 8 Jurisdiction
Beaux Arts	290	0.0%	$104,734,000	0.0%	0.08	0.0%	0.0%	$143	Beaux Arts
Bellevue	132,100	9.3%	$33,167,992,493	12.5%	33.53	7.2%	9.7%	$53,631	Bellevue
Bothell	40,540	2.9%	$5,955,222,655	2.2%	13.66	2.9%	2.7%	$14,849	Bothell
Clyde Hill	2,980	0.2%	$1,714,510,000	0.6%	1.06	0.2%	0.4%	$2,004	Clyde Hill
Edmonds	39,950	2.8%	$7,512,735,402	2.8%	8.99	1.9%	2.5%	$14,007	Edmonds
Hunts Point	395	0.0%	$784,473,000	0.3%	0.28	0.1%	0.1%	$709	Hunts Point
Issaquah	32,130	2.3%	$6,132,631,583	2.3%	11.4	2.4%	2.3%	$12,981	Issaquah
Kenmore	21,170	1.5%	$2,835,378,679	1.1%	6.14	1.3%	1.3%	$7,169	Kenmore
Kent	0	0.0%	$1,714,000	0.0%	0.45	0.1%	0.0%	$180	Kent
King County (Uninc.)	129,665	9.2%	$16,265,512,387	6.1%	166.03	35.7%	17.0%	$94,041	King County (Uninc.)
Kirkland	81,730	5.8%	$14,356,215,877	5.4%	17.81	3.8%	5.0%	$27,719	Kirkland
Lake Forest Park	12,680	0.9%	$1,844,674,400	0.7%	3.51	0.8%	0.8%	$4,330	Lake Forest Park
Maple Valley	2,454	0.2%	$357,899,600	0.1%	1.3	0.3%	0.2%	$1,085	Maple Valley
Medina	3,000	0.2%	$2,822,326,500	1.1%	1.41	0.3%	0.5%	$2,918	Medina
Mercer Island	22,720	1.6%	$9,132,580,404	3.5%	6.21	1.3%	2.1%	$11,790	Mercer Island
Mill Creek	18,600	1.3%	$3,048,481,121	1.2%	4.68	1.0%	1.2%	$6,404	Mill Creek
Mountlake Terrace	20,160	1.4%	$2,269,630,481	0.9%	4.17	0.9%	1.1%	$5,862	Mountlake Terrace
Mukilteo	20,440	1.4%	$3,843,580,393	1.5%	6.00	1.3%	1.4%	$7,722	Mukilteo
Newcastle	10,640	0.8%	$1,888,944,600	0.7%	4.46	1.0%	0.8%	$4,471	Newcastle
Redmond	55,840	3.9%	$11,941,569,998	4.5%	16.45	3.5%	4.0%	$22,123	Redmond
Renton	59,193	4.2%	$6,961,057,377	2.6%	13.81	3.0%	3.3%	$18,040	Renton
Sammamish	48,060	3.4%	$8,110,684,304	3.1%	17.05	3.7%	3.4%	$18,675	Sammamish
Seattle	435,487	30.7%	$92,061,834,922	34.8%	53.01	11.4%	25.6%	$141,950	Seattle
Shoreline	53,670	3.8%	$7,322,409,100	2.8%	11.59	2.5%	3.0%	$16,693	Shoreline
Sno. Co. (Uninc.)	159,369	11.3%	$20,454,964,615	7.7%	55.51	11.9%	10.3%	$57,030	Snoh. Co. (Uninc.)
Woodinville	10,990	0.8%	$2,507,893,071	0.9%	5.66	1.2%	1.0%	$5,424	Woodinville
Woodway	1,300	0.1%	$441,766,909	0.2%	1.08	0.2%	0.2%	$905	Woodway
Yarrow Point	1,015	0.1%	$838,037,500	0.3%	0.36	0.1%	0.2%	$859	Yarrow Point
Totals	1,416,568	100.0%	$264,679,455,371	100.0%	465.69	100.0%	100.0%	$553,713	**Totals**
								$553,713	

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

- Parcels with 2013 Assessment data
- 2010 Census Tracts
- 2013 Population
- King County Cities
- Snohomish County Cities