

**CITY OF KIRKLAND**

123 FIFTH AVENUE • KIRKLAND, WASHINGTON 98033-6189 • (425) 587.3800

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**DEPARTMENT OF PUBLIC WORKS  
MEMORANDUM**

**To:** David Ramsay, City Manager

**From:** Jenny Gaus, Senior Surface Water Utility Engineer  
Daryl Grigsby, Public Works Director

**Date:** October 25, 2006

**Subject:** Interlocal agreement to provide a mechanism and governance structure and related services to support implementation of the *Lake Washington/Cedar/Sammaish Watershed (WRIA 8) Chinook Salmon Conservation Plan (WRIA 8 Plan)*

RECOMMENDATION:

We recommend that the Council adopt the enclosed resolution approving the interlocal agreement to provide a mechanism and governance structure and related services to support implementation and management of the *Lake Washington/Cedar/Sammaish Watershed (WRIA 8) Chinook Salmon Conservation Plan (WRIA 8 Plan)*

POLICY IMPLICATIONS:

Kirkland's support of implementation of the WRIA 8 Plan is consistent with the City's adopted policies that promote system-wide management of environmental resources and support inter-agency coordination among jurisdictions sharing an ecosystem. Entering into the interlocal agreement would commit Kirkland to paying approximately \$15,000 - \$20,000 annually for five years. The costs for 2007-2008 have been included in the 2007-2008 base budget for the Surface Water Utility.

BACKGROUND DISCUSSION:

For the past 6 years, Kirkland has participated in development of the WRIA 8 Plan through both Council member involvement on the WRIA 8 Forum, and through financial support of WRIA 8 salmon conservation planning services as provided in a previous interlocal agreement. Past costs were approximately \$15,000 per year. The plan is now complete and final, and was adopted by the City Council at the June 21, 2005

regular meeting. It is now time to implement the plan. To that end, the interlocal agreement has the following purposes:

- ◆ To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the WRIA 8 Plan and to share the cost of the staff team to coordinate and provide the services necessary for the successful implementation and management of the WRIA 8 Plan.
- ◆ To provide a mechanism for securing technical assistance and any available funding from state agencies or other sources.
- ◆ To provide a mechanism for the implementation of other habitat, water quality and flood projects with regional, state, federal and non-profit funds as may be contributed to the WRIA 8 Salmon Recovery Council.
- ◆ To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the WRIA 8 Plan or to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies.
- ◆ To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.
- ◆ 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.

Key provisions of the interlocal agreement are:

- ◆ **Effective Date:** The agreement would become effective January 1, 2007, provided it has been signed by at least nine local governments representing at least 70% of the affected population have signed it. This “double majority” requirement is designed to ensure that the interests of the smaller jurisdictions are not overpowered by the larger jurisdictions in our watershed (e.g., Seattle, Bellevue, King County).
- ◆ **Term:** Nine years, with annual review and approval of work program and budget. The 2007 budget and work program are attached (Attachments A and B).
- ◆ **Organization:**
  - The newly configured WRIA 8 Salmon Recovery Council will consist of one elected official from each party to the agreement and representatives from stakeholder entities who are selected under the voting provisions of the agreement. This group replaces the previous governance structure that consisted of the WRIA 8 Forum composed of elected officials signatory to the ILA and the WRIA 8 Steering Committee which included both stakeholders and elected officials.
  - The WRIA 8 Salmon Recovery Council will establish a five-member Management Committee to shape, direct, oversee, and evaluate implementation of the interlocal agreement (ILA) and expenditure of ILA-generated funds.
  - King County is expected to be the ILA service provider and fiscal agent.

- ◆ **Cost-Sharing:** Each jurisdiction shall contribute funds under the ILA, based on a formula that averages population, geographic area, and assessed valuation (Attachment C). Kirkland's share for 2007-2015 would be approximately \$15,000 – \$20,000. The amount of approximately \$15,000 is included in the 2007-2008 base budget for the Surface Water Utility.
- ◆ **Voting Procedures:** Decisions are made by consensus as much as possible. When consensus cannot be reached, decisions are made by a dual-majority voting procedure when a quorum is present. Positions left vacant, as defined by absence at 3 consecutive meetings, shall not be counted toward a quorum.
- ◆ **Adaptive management of the WRIA Chinook Salmon Conservation Plan:** This section sets a procedure for review and approval of updates and amendments to the WRIA 8 Plan, which are expected as part of an adaptive management approach.
- ◆ **Latecomers:** After 12 months from effectiveness date, latecomers to the ILA may join only with the written consent of all parties.
- ◆ **Termination:** The ILA may be terminated at any time by written agreement of all parties. A single party may terminate its participation upon 60 days notice.

Attachments:

- A WRIA 8 Forum 2007 Final Budget Summary
- B 2007 WRIA 8 - Service Provider Staffing for WRIA 8 – 6-15-06
- C WRIA Based Cost-share: WRIA 8 Only

**WRIA 8 Forum 2007 Final Budget  
Summary**

**REVENUE:**

ILA Cost Shares	\$501,063
WDFW Lead Entity Grant	\$ 60,000
<b>Total</b>	<b>\$561,063</b>

**EXPENDITURE:**

Staff (3.5 FTE) and Overhead	\$405,349
Operations	\$ 96,000
<b>Total</b>	<b>\$501,349</b>

**BALANCE:** \$59,714

To be used for monitoring needs identified by the WRIA 8 Technical Committee.

**GRANT REVENUE AND EXPENDITURES:**

**King Conservation District Funds and Grants** \$1,235,370

Note: King Conservation District Grant Funds are a one year authorization and assessment for 2006. A new reauthorization and allocation will need to occur for these funds and grants to continue in 2007.

**Approved 6-15-06**

# WRIA 8 Forum - 2007 BUDGET

Approved June 15, 2006

<b>REVENUES</b>	<b>2007</b>
ILA Cost Share	501,063
Lead Entity Grant	60,000
King Conservation District Funds	1,235,370 <sup>1</sup>
<b>Revenue Total</b>	<b>1,796,443</b>
<b>EXPENDITURES</b>	
<i>Staffing<sup>2</sup> and Overhead</i>	
WRIA Coordinator	101,055
Projects and Funding Coordinator	94,209
Administrative Support ( 1/2 FTE)	33,808
Technical Coordination ( 3/4 FTE Technical Coordinator and 1/4 FTE Technical Support)	96,457
Overhead Cost (32% on salaries)	79,820
Staffing Sub-total	405,349
<i>Operations</i>	
Meeting and Event support	3,500
Mileage and Vehicle Use	2,500
Communications	8,000
Supplies and Training	2,000
Consultant - Database	8,000
Facilitation	6,000
EDT License	10,000
Consultant - Communication	56,000
Operations Sub-total	96,000
<i>Staffing, Operations, and Overhead Expenditures Sub-Total</i>	<b>501,349</b>
<i>King Conservation District Grants</i>	<b>1,235,370<sup>3</sup></b>
<b>Expenditure Totals</b>	<b>1,736,719</b>
<b>ILA and Lead Entity Revenue (\$561,063) minus ILA Expenditures (\$501,349)</b>	<b>59,714</b>
<b>Balance to be used for monitoring needs identified by the WRIA 8 Technical Committee</b>	

<sup>1</sup> Amount dependent upon KCD reauthorization and allocation.

<sup>2</sup> Staffing costs for King County employees includes salary, benefits, retirement, industrial insurance, and OASI.

<sup>3</sup> Amount spent will be dependent upon amount collected and distributed to WRIA Forums.

**Comparison of 2006 and Proposed 2007 WRIA 8 Budget  
Total Revenues and Expenditures  
June 15, 2006**

<b>REVENUES</b>	<b>2006</b>		<b>Proposed 2007</b>
ILA Cost Share	501,063	ILA Cost Share	501,063
King Conservation District	660,0004	Lead Entity Grant	60,000
Lead Entity	60,000	King Conservation District Funds	1,235,370
<b>Revenue Total</b>	<b>1,221,063</b>	<b>Revenue Total</b>	<b>1,796,443</b>
<b>EXPENDITURES</b>			
<i>Staffing</i>		<i>Proposed Staffing</i>	
WRIA Coordinator	126,470	WRIA Coordinator	101,055
Program Manager	102,149	Projects and Funding Coordinator	94,209
Projects and Funding Coordinator	117,787	Administrative Support ( ½ FTE)	33,808
Administrative Support ( ½ FTE)	35,787	Technical Coordination ( ¾ FTE Tech Coordinator and ¼ FTE Technical Support)	96,457
Technical Coordination ( ½ FTE Technical Coordinator and ½ FTE Technical Support)	102,382	Overhead Cost (32% on salaries)	79,820
Sub-total	484,575	Staffing Sub-total	405,349
<i>Operations</i>		<i>Operations</i>	
Meeting and Event support	2,000	Meeting and Event support	3,500
Mileage and Vehicle Use	2,500	Mileage and Vehicle Use	2,500
Communications	10,000	Communications	8,000
Supplies and Training	2,500	Supplies and Training	2,000
Consultants	18,000	Consultant - Database	8,000
Facilitation	15,000	Facilitation	6,000
EDT License	10,000	EDT License	10,000
		Consultant - Communication	56,000
Sub-total	60,000	Operations Sub-total	96,000
<i>Staffing and Operations Total</i>	544,575	<i>Staffing, Operations, and Overhead Expenditures Sub-Total</i>	501,349
<i>Projects, Stewardship, Studies</i>		<i>King Conservation District Grants</i>	1,235,370 <sup>5</sup>
KCD Grants	660,000		
Unallocated- to be allocated or returned	16,488		
		<b>Expenditure Totals</b>	<b>1,736,719</b>
<i>Projects, Stewardship, Studies Total</i>	660,000		
		<b>ILA and Lead Entity Revenue (\$561,063) minus ILA Expenditures (\$501,349)</b>	59,714
<b>Expenditure Total</b>	<b>1,221,063</b>		

**2007 WRIA 8 - Service Provider Staffing for WRIA 8 – 6-15-06**

NOTE: 1) The Service Provider uses a team approach, which means that staff involve and coordinate with other team members as appropriate based on expertise, respective committee coordination, and related job duties. In most instances, only the lead staff on a particular task is shown in the table below for ease of review. 2) Additional tables for other major work areas are shown below the service provider staff.

Job Classification	Position Title	Time	Job Duties
Project/ Program Manager IV	<b>Watershed Coordinator (title change in process)</b>  <b>1.0 FTE</b>	0.40	<ul style="list-style-type: none"> <li>▪ Schedule and staff four to five Salmon Recovery Council meetings and one to three Management Committee meetings per year at key decision points. Develop materials for proposed work program, staffing plan, budget, and meetings.</li> <li>▪ Administration, contracts, billings, staff supervision, and conduct hiring of staff or consultants.</li> </ul>
		0.15	<ul style="list-style-type: none"> <li>▪ Maintain elected relations and provide briefings.</li> <li>▪ Present reports on regional coordination – Federal, State, Puget Sound, and WRIAs to Forum/Steering Committee.</li> <li>▪ Coordinate with NOAA Fisheries and U.S. Fish and Wildlife – policy.</li> <li>▪ Track state and federal funding and legislation.</li> <li>▪ Develop letters, notices, communications, and Salmon Recovery Council, and Management Committee meeting handouts.</li> <li>▪ Build relations between jurisdictions and organizations.</li> <li>▪ Respond to citizen inquires on WRIA 8 process.</li> </ul>
		0.25	<ul style="list-style-type: none"> <li>▪ Schedule and staff 2-3 communication/outreach committee mtgs.</li> <li>▪ Communicate with press. Maintain and grow media relations and coverage of work.</li> <li>▪ Oversee Development and clearly communicate a vision of the plan’s desired outcomes to more easily gain long-term support. Support the Forum/Steering Committee as a credible and objective voice for salmon conservation in the watershed.</li> </ul>
		0.20	<ul style="list-style-type: none"> <li>▪ Participate in Shared Strategy’s Watershed Leads meetings.</li> <li>▪ Provide staff support to WRIA 8 Forum’s Watershed Representative to Shared Strategy’s Puget Sound Salmon Recovery Council.</li> <li>▪ Participate in Lead Entity Advisory Group meetings.</li> <li>▪ Participate in cross-WRIA meetings and activities.</li> <li>▪ Participate in activities from the Puget Sound Partnership.</li> </ul>

Job Classification	Position Title	Time	Job Duties
Project/ Program Manager III	<b>Project and Funding Coordinator (title change in process)</b>  <b>1.0 FTE</b>	0.15	<ul style="list-style-type: none"> <li>• Research and pursue other creative fundraising options, i.e., private donor searches, Non-profit partnerships; Work one-one one (e.g. give presentations and host tours) with non-profit organizations to gain project support for on-the-ground work.</li> <li>• Work with Forum to advocate for state and federal funding allocations (Corps funding/Lake Washington GI effort included).</li> </ul>
		0.20	<ul style="list-style-type: none"> <li>• Schedule and staff eight to twelve Implementation Committee meetings, includes staff support to Project Subcommittee.</li> <li>• Coordinate with WRIA 8 partners and stakeholders to develop programmatic milestones to measure implementation progress</li> <li>• Coordinate annual accomplishments and implementation milestones.</li> </ul>
		0.35	<ul style="list-style-type: none"> <li>• Coordinate project and program grant recommendations and progress reports – SRFB and KCD. <ul style="list-style-type: none"> <li>○ Develop criteria, RFP, schedule, timeline.</li> <li>○ Lead ranking and selection process.</li> <li>○ Provide presentations on project and program proposals to SRFB Review panel, SRF Board, and KCD Board.</li> <li>○ Track progress, status of all grants.</li> <li>○ Process grant amendments.</li> </ul> </li> </ul>
		0.20	<ul style="list-style-type: none"> <li>• Work with cities, federal, state and other organizations to encourage implementation of identified projects consistent with watershed project list and the Plan by providing background, assistance, data, coordination, advocacy, etc.</li> <li>• Track implementation of plan actions – project and programmatic and technical monitoring.</li> <li>• Develop and maintain a clear capital project list that can be “marketed” to jurisdictions’ capital improvement project programs, non-profit organizations, willing landowners and funding sources. (Including a mix of public lands and private lands with willing landowners.)</li> </ul>
Project/ Program Manager III	<b>Technical Coordinator</b> <b>1.0 FTE</b>  Note: This position is located in the Science Unit per the recommendation of the Technical Committee.	0.30	<ul style="list-style-type: none"> <li>▪ Coordinate implementation of WRIA 8 monitoring activities with local jurisdictions, agencies, stakeholders, other WRIAs, and Tribal governments.</li> <li>▪ Staff, facilitate, and schedule Technical Committee meetings.</li> </ul>
		0.10	<ul style="list-style-type: none"> <li>▪ Identify appropriate sampling design and protocols necessary to monitor and evaluate plan implementation. Ensure that data from multiple parties can be aggregated and compared.</li> <li>▪ Compile and assess on-going and proposed habitat and salmon monitoring to identify monitoring and evaluation gaps.</li> <li>▪ Summarize and report progress on effectiveness monitoring for annual report (note that Chapter 2 of Plan calls for reporting on direct effectiveness of a sub-set of actions in year 3 and</li> </ul>

Job Classification	Position Title	Time	Job Duties
			cumulative effectiveness in year 5).
		0.20	<ul style="list-style-type: none"> <li>▪ Identify and draft proposed plan amendments and plan addendums.</li> <li>▪ Coordinate technical reports and adaptive management recommendations.</li> <li>▪ Gather and utilize information on broad water resource issues such as water quality, ground water, flood hazard reduction and water quantity to have cogent discussion of watershed issues at the Forum.</li> <li>▪ Develop scopes necessary to implement the monitoring and evaluation strategy using protocols recommended by NOAA Fisheries.</li> <li>▪ Respond to Technical inquires on WRIA 8 process.</li> </ul>
		0.05	<ul style="list-style-type: none"> <li>▪ Organize and oversee technical services contractors to carry out specific technical tasks (e.g., related to monitoring and data management).</li> </ul>
		0.05	<ul style="list-style-type: none"> <li>▪ Work with NOAA Fisheries Technical Recovery Team (TRT)</li> <li>▪ Coordinate with other Shared Strategy work groups, such as H-integration, or Puget Sound technical groups.</li> </ul>
		0.10	<ul style="list-style-type: none"> <li>▪ Coordinate and update EDT modeling with regional land use and hydrologic modeling (e.g., Puget Sound Regional Council) and other new habitat information to compare the expected effects of plan actions as needed.</li> <li>▪ Participate in Shared Strategy Adaptive Management Work Group.</li> </ul>
Administrative Specialist III	<b>Half-time Administrative Coordinator</b> <b>0.05 FTE</b>	0.28	<ul style="list-style-type: none"> <li>▪ Provide administrative support to WRIA 8 Forum and WRIA 8 Steering Committee (schedule meetings, write meeting notes and handouts), and WRIA 8 Service Provider staff.</li> </ul>
		0.16	<ul style="list-style-type: none"> <li>▪ Assist with budget development and tracking, and trimester reporting and billings.</li> <li>▪ Maintain email distribution lists, and distribute letters, notices, and communications.</li> <li>▪ Process grant amendments.</li> <li>▪ Address grant budget and financial issues.</li> </ul>
		0.06	<ul style="list-style-type: none"> <li>▪ Update Website. Continue to clearly communicate progress of plan implementation to stakeholders. Communicate the leadership and community activities that work toward salmon conservation.</li> <li>▪ Maintain archives and records.</li> </ul>

**Below: Additional tables show the work that will be provided by other means than the ILA Service Provider staff**

<p><b>Communications Consultant</b> – to provide sophisticated, multi-modal communication tools, training, etc, for use by civic leaders, elected officials, public affairs staff within jurisdictions, watershed coordinator, and others.</p> <ul style="list-style-type: none"> <li>▪ Create messages for the Leaders Group Members to use during speaking opportunities to build partnerships around a “shared vision” with other county and city agencies, and with the General Public.</li> <li>▪ Develop Messages for annual tours – Congressional, Forum, Steering Committee, Jurisdictional Partners.</li> <li>▪ Maintain and grow media relations and coverage of work.</li> <li>▪ Develop communication tool to regularly update and inform local, state and federal elected officials on progress of plan implementation.</li> <li>▪ Produce Annual Progress Reports.</li> <li>▪ Refine and utilize “State of the Watershed” communication tool (e.g. report or database) to house cross-jurisdictional information available on the watershed to aid in decision making and track watershed-wide issues</li> </ul>
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- Update press packets, public information sheets, funding packets.
- Update Website. Continue to clearly communicate progress of plan implementation to stakeholders. Communicate the leadership and community activities that work toward salmon conservation. (This is message development – task is also in Administrative Assistant).
- Edit proposed plan amendments and plan addendums (technical writer roll-up)

**Consultant – Database** (completing Fall 2006 work)

- Coordinate with WRIA 7 and 9 and Snohomish County on a project and programmatic actions shared plan tracking database in GIS.
- Maintain data sharing system

**Implementation by Jurisdictional Staff, and Stakeholder Organizations**

**Jurisdictional Staff and Stakeholder Partners**

Note: Some of this work would be within individual jurisdictions or stakeholder organizations and some would be the work program for the Implementation Committee.

Note: This is 1 FTE (2080 hours) of work if in a centralized position. For each of the jurisdictional staff that participates this would represent a commitment of 6 to 7 weeks of time. This time estimate is based on 5 to 9 current Staff Committee members who participant on a regular basis.

- **(.01) RESPOND TO CITIZEN INQUIRES ON WRIA 8 PROCESS.**
- (.05) Coordinate with jurisdictional partners to engage citizen volunteers for outreach and education projects (school presentations; community projects).
- (.10) Host four or more Implementation Committee meetings.
- (.05) Participate in Implementation Committee to facilitate implementation of programmatic actions: outreach and education; incentives; best management practices; collaboration; regulatory flexibility; studies; innovations for stormwater and shorelines; support for regulations; and stewardship.
- (0.25) Coordinate with jurisdictional partners, organizations, other interested parties, and Service Provider team to develop appropriate tools to facilitate implementation of the programmatic actions, such as workshops, information exchanges, peer matching, training, and fact sheets.
- (0.25) Seek ways to implement project and programmatic actions through other processes, e.g., flood plan implementation, critical areas ordinances, shoreline master programs, stormwater management programs, stewardship and other education programs, etc
- (.03) Coordinate with WRIA 8 partners and stakeholders to develop programmatic milestones to measure implementation progress
- (.02) Coordinate annual accomplishments and implementation milestones.
- (.05) Coordinate programmatic actions reports.
- (.05) Build relationships between jurisdictions and organizations.
- (.08) Identify and draft proposed plan amendments and plan addendums.
- (.02) Coordinate and work with watershed groups to facilitate volunteer events that support the WRIA plan actions, such as riparian planting events.
- (0.02) Conduct congressional staff site visits
- (0.1) Participate in Communications Committee
- Participate in technical work and Technical Committee

**Exhibit A - Updated 6-15-06 FINAL**

**Attachment C**

**Regional Watershed Funding**

**WRIA Based Cost-share: WRIA 8 Only**

**\$501,063**

<b>WRIA 08</b>	<b>Population (Pop)</b>		<b>Assessed Value (AV)</b>		<b>Area</b>	<b>Average of Pop, AV, Area</b>			<b>WRIA 08</b>
					Sq. Mi.				
Beaux Arts	273	0.0%	\$92,776,000	0.0%	0.08	0.0%	0.0%	\$137	Beaux Arts
Bellevue	113521	8.8%	\$21,614,400,035	10.1%	31.81	6.9%	8.6%	\$43,121	Bellevue
Bothell	16,600	1.3%	\$2,383,086,200	1.1%	5.63	1.2%	1.2%	\$6,053	Bothell
Clyde Hill	2624	0.2%	\$1,163,326,000	0.5%	1.06	0.2%	0.3%	\$1,633	Clyde Hill
Hunts Point	551	0.0%	\$631,691,500	0.3%	0.28	0.1%	0.1%	\$666	Hunts Point
Issaquah	17441	1.4%	\$3,930,341,856	1.8%	11.36	2.5%	1.9%	\$9,446	Issaquah
Kenmore	19811	1.5%	\$2,327,085,450	1.1%	6.11	1.3%	1.3%	\$6,599	Kenmore
Kent	206	0.0%	\$30,127,800	0.0%	0.49	0.1%	0.0%	\$228	Kent
King County (Uninc.)	170156	13.2%	\$25,657,259,834	12.0%	174.29	37.8%	21.0%	\$105,242	King County (Uninc.)
Kirkland	42573	3.3%	\$7,415,403,959	3.5%	10.51	2.3%	3.0%	\$15,118	Kirkland
Lake Forest Park	13254	1.0%	\$1,752,445,211	0.8%	3.51	0.8%	0.9%	\$4,358	Lake Forest Park
Maple Valley	2702	0.2%	\$474,585,300	0.2%	1.3	0.3%	0.2%	\$1,192	Maple Valley
Medina	2800	0.2%	\$2,419,412,700	1.1%	1.41	0.3%	0.6%	\$2,764	Medina
Mercer Island	21055	1.6%	\$6,689,373,386	3.1%	6.21	1.3%	2.0%	\$10,204	Mercer Island
Newcastle	10965	0.9%	\$1,444,911,024	0.7%	4.47	1.0%	0.8%	\$4,169	Newcastle
Redmond	48331	3.7%	\$9,096,572,542	4.3%	16.25	3.5%	3.8%	\$19,257	Redmond
Renton	42579	3.3%	\$5,014,423,494	2.3%	11.28	2.4%	2.7%	\$13,522	Renton
Sammamish	32481	2.5%	\$6,148,330,366	2.9%	17.11	3.7%	3.0%	\$15,211	Sammamish
Seattle	422248	32.8%	\$75,516,155,694	35.3%	54.6	11.8%	26.6%	\$133,491	Seattle
Shoreline	53017	4.1%	\$6,738,318,837	3.2%	11.61	2.5%	3.3%	\$16,340	Shoreline
Woodinville	10965	0.9%	\$1,996,556,907	0.9%	5.66	1.2%	1.0%	\$5,031	Woodinville
Yarrow Point	972	0.1%	\$589,088,300	0.3%	0.36	0.1%	0.1%	\$717	Yarrow Point
Bothell	15090	1.2%	\$2,259,238,300	1.1%	6.39	1.4%	1.2%	\$6,036	Bothell
Edmonds	39070	3.0%	\$5,934,090,139	2.8%	8.94	1.9%	2.6%	\$12,938	Edmonds
Mill Creek	16817	1.3%	\$2,274,491,533	1.1%	4.56	1.0%	1.1%	\$5,608	Mill Creek
Mountlake Terrace	20087	1.6%	\$1,903,327,160	0.9%	4.17	0.9%	1.1%	\$5,601	Mountlake Terrace
Mukilteo	17626	1.4%	\$2,880,303,500	1.3%	5.93	1.3%	1.3%	\$6,683	Mukilteo
Sno. Co. (Uninc.)	135154	10.5%	\$15,419,132,162	7.2%	55.59	12.1%	9.9%	\$49,700	Snoh. Co. (Uninc.)
<b>Totals</b>	<b>1288969</b>	<b>100.0%</b>	<b>\$213,796,255,189</b>	<b>100.0%</b>	<b>460.97</b>	<b>100.0%</b>	<b>100.0%</b>	<b>\$501,063</b>	<b>Totals</b>
								<b>\$501,063</b>	

NOTE: King County land area excludes the Upper Cedar basin

RESOLUTION R-4612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT WITH PARTICIPATING LOCAL GOVERNMENTS WITHIN WATER RESOURCE INVENTORY AREA 8 (WRIA 8) FOR SALMON RECOVERY PLANNING AND IMPLEMENTATION.

WHEREAS, Puget Sound wild chinook salmon has been listed as a "threatened" species under the Endangered Species Act, and the National Marine Fisheries Service and the Washington State legislature have indicated that salmon recovery should be undertaken at the watershed level; and

WHEREAS, Kirkland is located within the watershed designated as WRIA 8 by the State, and participation in the WRIA 8 salmon recovery process is within 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 *Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan*, which has 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, and recognizes that implementation of this plan is an integral part of the WRIA 8 salmon recovery process; and

WHEREAS, the City of Kirkland is authorized by RCW Chapter 39.34 to enter into interlocal agreements with other governmental entities;

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

Section 1. The City Manager is hereby authorized to execute an Interlocal Agreement with King County and the other municipalities on behalf of the City in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2006.

Signed in authentication thereof this \_\_\_\_day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk



- 37 and restoring habitat with the intent to recover listed species, including sustainable,  
 38 genetically diverse, harvestable populations of naturally spawning Chinook salmon.
- 39 1.4 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists  
 40 of five (5) elected officials or their designees which elected officials are chosen by the  
 41 party members of the **WRIA 8 Salmon Recovery Council**, according to the voting  
 42 procedures in Section 5, and charged with staff oversight and administrative duties on the  
 43 **WRIA 8 Salmon Recovery Council's** behalf.
- 44 1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency,  
 45 government, consultant or other entity which supplies staffing or other resources to and  
 46 for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service**  
 47 **Provider(s)** may be a party to this Agreement.
- 48 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government who performs  
 49 all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in  
 50 accordance with the requirements of Chapter 39.34 RCW.
- 51 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the  
 52 WRIA who reflect the diverse interests integral for planning, implementation, and  
 53 adaptive management for the recovery of the listed species under the Endangered  
 54 Species Act, which may include but are not limited to environmental and business  
 55 interests.
- 56 2. **PURPOSES.** The purposes of this Agreement include the following:
- 57 2.1 To provide a mechanism and governance structure for the implementation and adaptive  
 58 management of the implementation of the **WRIA 8 Plan** and to share the cost of the  
 59 WRIA 8 Service Provider team to coordinate and provide the services necessary for the  
 60 successful implementation and management of the **WRIA 8 Plan**. The maximum  
 61 financial or resource obligation of any participating eligible jurisdiction under this  
 62 Agreement shall be limited to its share of the cost of the Service Provider staff and  
 63 associated operating costs.
- 64 2.2 To provide a mechanism for securing technical assistance and any available funding from  
 65 state agencies or other sources.
- 66 2.3 To provide a mechanism for the implementation of other habitat, water quality and flood  
 67 projects with regional, state, federal and non-profit funds as may be contributed to the  
 68 **WRIA 8 Salmon Recovery Council**.
- 69 2.4 To provide a framework for cooperation and coordination among the parties on issues  
 70 relating to the implementation and management of the implementation of the **WRIA 8**  
 71 **Plan** or to meet the requirement or a commitment by any party to participate in WRIA-  
 72 based or watershed basin planning in response to any state or federal law which may

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

75 2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and  
76 funding to state and federal legislators.

77 2.6 To provide for the ongoing participation of citizens and other stakeholders in such efforts  
78 and to ensure continued public outreach efforts to educate and garner support for current  
79 and future ESA efforts.

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

83 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2007  
84 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within  
85 WRIA 8 representing at least seventy per cent (70%) of the affected population, as authorized by  
86 each jurisdiction's legislative body, and further provided that after such signatures this Agreement  
87 has been filed by King County and Snohomish County in accordance with the terms of RCW  
88 39.34.040 and .200. This agreement in conjunction with the ILA Extension of 2006 reflects the  
89 ten-year timeframe of the priority actions identified in the ***WRIA 8 Plan*** Start-List. The ILA  
90 Extension of 2006 provides the mechanism and governance structure for year-one of  
91 implementation. This Agreement provides the mechanism and governance structure for the  
92 subsequent years of implementation of the Start-List Chapter of the ***WRIA 8 Plan***. Once  
93 effective, this Agreement shall remain in effect for a term of nine (9) years; provided, however,  
94 that this Agreement may be extended for such additional terms as the parties may agree to in  
95 writing, with such extension being effective upon its execution by at least nine (9) of the eligible  
96 jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected  
97 population,.

98 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties to  
99 this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar  
100 and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the  
101 "***WRIA 8 Salmon Recovery Council***" the precise boundaries of which are established in Chapter  
102 173-500 WAC, or as determined by the ***WRIA 8 Salmon Recovery Council***) to serve as the  
103 formal governance structure for carrying out the purposes of this Agreement in partnership with  
104 non-party members. Each party to this agreement shall appoint one (1) elected official to serve  
105 as its representative on the ***WRIA 8 Salmon Recovery Council***. The ***WRIA 8 Salmon Recovery***  
106 ***Council*** is a voluntary association of the county and city governments located wholly or partially  
107 within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish  
108 watershed basins and associated Puget Sound drainages who choose to be parties to this

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

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

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

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

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

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

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

- 219 representatives and other persons who are appropriate for the implementation and  
 220 adaptive management of the **WRIA 8 Plan**.
- 221 5.2.1 Nomination of such non-party members may be made by any member of the  
 222 **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon**  
 223 **Recovery Council** of such non-party members requires either consensus or dual  
 224 majority of party members as provided in Section 5.1.
- 225 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it  
 226 appropriate to allow non-party members to vote on particular **WRIA 8 Salmon**  
 227 **Recovery Council** decisions. The party members may determine which issues  
 228 are appropriate for non-party voting by either consensus or majority as provided  
 229 in Sections 5.1, except in the case where legislation requires non-party member  
 230 votes.
- 231 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-  
 232 party members, shall be made using a consensus model as much as possible.  
 233 Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by  
 234 consensus or majority as provided in Sections 5.1 and a majority of the non-party  
 235 members.
- 236 6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**
- 237 The **WRIA 8 Plan** shall be implemented with an adaptive management approach. Such an  
 238 approach anticipates updates and amendments to the **WRIA 8 Plan**. Such amendments to be  
 239 effective and binding must comply with the following provisions:
- 240 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8**  
 241 **Plan** amendments prepared and recommended by the committees of the **WRIA 8**  
 242 **Salmon Recovery Council** within ninety (90) days of receipt of the plan amendments,  
 243 according to the voting procedures described in Section 5.
- 244 6.2 In the event that any amendments are not so approved, they shall be returned to the  
 245 committees **of the WRIA 8 Salmon Recovery Council** for further consideration and  
 246 amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for  
 247 decision.
- 248 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery**  
 249 **Council**, the plan amendments shall be referred to the parties to this Agreement for  
 250 ratification prior to the submission to any federal or state agency for further action.  
 251 Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance  
 252 of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8  
 253 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon  
 254 ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8**  
 255 **Plan** to any state or federal agency as may be required for further action.

- 256 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments  
 257 thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further  
 258 consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further  
 259 consideration and may refer the plan or amendments to the committees of the **WRIA 8**  
 260 **Salmon Recovery Council** for recommendation on amendments thereto.
- 261 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded  
 262 separately by any of them to any state or federal agency unless it has been approved  
 263 and ratified as provided herein.
- 264 7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**
- 265 7.1 Each party shall be responsible for meeting its financial obligations hereunder as  
 266 described in Section 2.1 and established in the annual budget adopted by the **WRIA 8**  
 267 **Salmon Recovery Council** under this Agreement and described in Section 4.2.1.  
 268 The maximum funding responsibilities imposed upon the parties during the first year of  
 269 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be  
 270 updated every third year as described in Section 4.2.1.
- 271 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon**  
 272 **Recovery Council** shall adopt a budget, including its overhead and administrative costs,  
 273 for the following calendar year. The budget shall propose the level of funding and other  
 274 (e.g. staffing) responsibilities of the individual parties for the following calendar year and  
 275 shall propose the levels of funding and resources to be allocated to specific prioritized  
 276 implementation and adaptive management activities within the WRIA. The parties shall  
 277 thereafter take whatever separate legislative or other actions that may be necessary to  
 278 timely address such individual responsibilities under the proposed budget, and shall have  
 279 done so no later than December 1st of each such year.
- 280 7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon**  
 281 **Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent**  
 282 and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant  
 283 to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery**  
 284 **Council**. Such rules and procedures shall set out billing practices and collection  
 285 procedures and any other procedures as may be necessary to provide for its efficient  
 286 administration and operation. Any party to this Agreement may inspect and review all  
 287 records maintained in connection with such fund at any reasonable time.
- 288 8. **LATECOMERS.** A county or city government in King or Snohomish County lying wholly or  
 289 partially within the management area of WRIA 8 and the Lake Washington-Cedar and  
 290 Sammamish watershed basins and adjacent Puget Sound drainages which has not become a  
 291 party to this Agreement within twelve (12) months of the effective date of this Agreement may  
 292 become a party only with the written consent of all the parties. The provisions of Section 5

293 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to  
294 Section 8. The parties and the county or city seeking to become a party shall jointly determine  
295 the terms and conditions under which the county or city may become a party. These terms and  
296 conditions shall include payment by such county or city to the parties of the amount determined  
297 jointly by the parties and the county or city to represent such county or city's fair and  
298 proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon**  
299 **Recovery Council** and the parties on its behalf as of the date the county or city becomes a party.  
300 Any county or city that becomes a party pursuant to this section shall thereby assume the general  
301 rights and responsibilities of all other parties to this Agreement.

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

312 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the  
313 limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and  
314 indemnify the other parties, their officers, elected officials, agents and employees, while acting  
315 within the scope of their employment as such, from and against any and all claims (including  
316 demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature  
317 whatsoever) arising out of or in any way resulting from such party's own negligent acts or  
318 omissions related to such party's participation and obligations under this agreement. Each party  
319 agrees that its obligations under this subsection extend to any claim, demand and/or cause of  
320 action brought by or on behalf of any of its employees or agents. For this purpose, each party, by  
321 mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would  
322 otherwise be available against such claims under the industrial insurance act provisions of Title  
323 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties  
324 exercising the right of termination pursuant to Section 9.

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

330 12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed  
331 that, in entering into this Agreement, no party is committing to adopt or implement any actions or  
332 recommendations that may be contained in the ***WRIA 8 Plan*** pursuant to this Agreement.

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

339 14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be  
340 construed to, create any rights in any third party, including without limitation the non-party  
341 members, NMFS, USFWS, any agency or department of the United States, or the State of  
342 Washington, or to form the basis for any liability on the part of the ***WRIA 8 Salmon Recovery***  
343 ***Council*** or any of the parties, or their officers, elected officials, agents and employees, to any  
344 third party.

345 15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous  
346 consent of the parties to this Agreement, represented by affirmative action by their legislative  
347 bodies.

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

349 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must  
350 approve this Agreement before any representative of such party may sign this Agreement.

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

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

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

359  
360 By: \_\_\_\_\_ By: \_\_\_\_\_

361  
362 Title: \_\_\_\_\_ Title: \_\_\_\_\_

363  
364 Date: \_\_\_\_\_ Date: \_\_\_\_\_

365 Approved as to form: CITY OF BELLEVUE  
366  
367 By: \_\_\_\_\_ By: \_\_\_\_\_  
368  
369 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
370  
371 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
372

373  
374 Approved as to form: CITY OF BOTHELL  
375  
376 By: \_\_\_\_\_ By: \_\_\_\_\_  
377  
378 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
379  
380 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
381

382  
383 Approved as to form: CITY OF CLYDE HILL  
384  
385 By: \_\_\_\_\_ By: \_\_\_\_\_  
386  
387 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
388  
389 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
390

391  
392 Approved as to form: CITY OF EDMONDS  
393  
394 By: \_\_\_\_\_ By: \_\_\_\_\_  
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396 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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398 Date: \_\_\_\_\_ Date: \_\_\_\_\_

399 Approved as to form: TOWN OF HUNTS POINT  
400  
401 By: \_\_\_\_\_ By: \_\_\_\_\_  
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403 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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405 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
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407 Approved as to form: CITY OF ISSAQUAH  
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409 By: \_\_\_\_\_ By: \_\_\_\_\_  
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411 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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413 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
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415  
416 Approved as to form: CITY OF KENMORE  
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418 By: \_\_\_\_\_ By: \_\_\_\_\_  
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420 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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422 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
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425 Approved as to form: CITY OF KENT  
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427 By: \_\_\_\_\_ By: \_\_\_\_\_  
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429 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
430  
431 Date: \_\_\_\_\_ Date: \_\_\_\_\_

432 Approved as to form:

KING COUNTY

433

434 By: \_\_\_\_\_

By: \_\_\_\_\_

435

436 Title: \_\_\_\_\_

Title: \_\_\_\_\_

437

438 Date: \_\_\_\_\_

Date: \_\_\_\_\_

439

440

441 Approved as to form:

CITY OF KIRKLAND

442

443 By: \_\_\_\_\_

By: \_\_\_\_\_

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445 Title: \_\_\_\_\_

Title: \_\_\_\_\_

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447 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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449

450 Approved as to form:

CITY OF LAKE FOREST PARK

451

452 By: \_\_\_\_\_

By: \_\_\_\_\_

453

454 Title: \_\_\_\_\_

Title: \_\_\_\_\_

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456 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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458

459 Approved as to form:

CITY OF MAPLE VALLEY

460

461 By: \_\_\_\_\_

By: \_\_\_\_\_

462

463 Title: \_\_\_\_\_

Title: \_\_\_\_\_

464

465 Date: \_\_\_\_\_

Date: \_\_\_\_\_

466 Approved as to form: CITY OF MEDINA  
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468 By: \_\_\_\_\_ By: \_\_\_\_\_  
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470 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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472 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
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475 Approved as to form: CITY OF MERCER ISLAND  
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477 By: \_\_\_\_\_ By: \_\_\_\_\_  
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479 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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481 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
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484 Approved as to form: CITY OF MILL CREEK  
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486 By: \_\_\_\_\_ By: \_\_\_\_\_  
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488 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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490 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
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493 Approved as to form: CITY OF MOUNTLAKE TERRACE  
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495 By: \_\_\_\_\_ By: \_\_\_\_\_  
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497 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
498  
499 Date: \_\_\_\_\_ Date: \_\_\_\_\_

500 Approved as to form: CITY OF MUKILTEO  
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502 By: \_\_\_\_\_ By: \_\_\_\_\_  
503  
504 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
505  
506 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
507

508  
509 Approved as to form: CITY OF NEWCASTLE  
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511 By: \_\_\_\_\_ By: \_\_\_\_\_  
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513 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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518 Approved as to form: CITY OF REDMOND  
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520 By: \_\_\_\_\_ By: \_\_\_\_\_  
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522 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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524 Date: \_\_\_\_\_ Date: \_\_\_\_\_  
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527 Approved as to form: CITY OF RENTON  
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529 By: \_\_\_\_\_ By: \_\_\_\_\_  
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531 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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533 Date: \_\_\_\_\_ Date: \_\_\_\_\_

534 Approved as to form: CITY OF SAMMAMISH  
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536 By: \_\_\_\_\_ By: \_\_\_\_\_  
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538 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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540 Date: \_\_\_\_\_ Date: \_\_\_\_\_

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543 Approved as to form: CITY OF SEATTLE  
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545 By: \_\_\_\_\_ By: \_\_\_\_\_  
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549 Date: \_\_\_\_\_ Date: \_\_\_\_\_

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552 Approved as to form: CITY OF SHORELINE  
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554 By: \_\_\_\_\_ By: \_\_\_\_\_  
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556 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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558 Date: \_\_\_\_\_ Date: \_\_\_\_\_

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561 Approved as to form: SNOHOMISH COUNTY  
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563 By: \_\_\_\_\_ By: \_\_\_\_\_  
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565 Title: \_\_\_\_\_ Title: \_\_\_\_\_  
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567 Date: \_\_\_\_\_ Date: \_\_\_\_\_

568 Approved as to form:

CITY OF WOODINVILLE

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570 By: \_\_\_\_\_

By: \_\_\_\_\_

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572 Title: \_\_\_\_\_

Title: \_\_\_\_\_

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574 Date: \_\_\_\_\_

Date: \_\_\_\_\_

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576 Approved as to form:

TOWN OF YARROW POINT

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579 By: \_\_\_\_\_

By: \_\_\_\_\_

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581 Title: \_\_\_\_\_

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