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:

By: _____

Title: City Attorney

Date: October 7, 2015

CITY OF SAMMAMISH:

By: _____

Title: City Manager

Date: October 7, 2015

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