

**CITY OF SEATTLE**

**ORDINANCE** 127244

**COUNCIL BILL** 121002

AN ORDINANCE authorizing the General Manager/CEO of Seattle Public Utilities to enter into two interlocal agreements to provide for the implementation of Chinook salmon conservation plans for the Lake Washington, Cedar River, Sammamish Watershed and the Green River, Duwamish River, and Central Puget Sound Watershed; and ratifying and confirming certain prior acts.

WHEREAS, Puget Sound Chinook salmon were listed as a threatened species in 1999 under the federal Endangered Species Act; and

WHEREAS, The City of Seattle and other local governments in the Lake Washington, Cedar River, Sammamish Watershed (Water Resource Inventory Area (WRIA) 8) and the Green River, Duwamish River, and Central Puget Sound Watershed (WRIA 9) are working proactively to improve and restore Puget Sound Chinook populations, and have shared interests and responsibilities for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains and wish to collectively provide for planning, funding, and implementation of various activities and projects; and

WHEREAS, the WRIA 8 Salmon Conservation Plan and WRIA 9 Salmon Habitat Plan that contribute to the federally approved Puget Sound Salmon Recovery Plan were developed through interlocal agreements and were previously ratified by Council; and

WHEREAS, the City and other jurisdictions have participated in similar interlocal agreements for salmon recovery since 2001; and

WHEREAS, the City has a strong interest in participating in regional salmon recovery efforts which provide other benefits to the residents of Seattle such as but not limited to flood

1 plain management, stormwater management, improved open space, recreation, improved  
2 stream water quality, and habitat for other species; and

3 WHEREAS, implementation of the Chinook salmon conservation plans in WRIA 8 and WRIA 9  
4 are a cornerstone of regional efforts to restore the health of the Puget Sound ecosystem;

5 NOW, THEREFORE,

6 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

7 Section 1. The General Manager/CEO of Seattle Public Utilities is authorized to execute,  
8 for and on behalf of The City of Seattle, an agreement with King County substantially in the  
9 form attached to this ordinance as Attachment 1.

10 Section 2. The General Manager/CEO of Seattle Public Utilities is authorized to execute,  
11 for and on behalf of The City of Seattle, an agreement with King County substantially in the  
12 form attached to this ordinance as Attachment 2.

13 Section 3. Any act consistent with the authority of this ordinance taken after its passage  
14 and prior to its effective date is ratified and confirmed.

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code  
Sections 1.04.020 and 1.04.070.

Passed by the City Council the 1st day of July, 2025,  
and signed by me in open session in authentication of its passage this 1st day of  
July, 2025.



President \_\_\_\_\_ of the City Council

☒ Approved / ☐ returned unsigned / ☐ vetoed this 8th day of July, 2025.



Bruce A. Harrell, Mayor

Filed by me this 8th day of July, 2025.



Scheereen Dedman, City Clerk

(Seal)

Attachments:

Attachment 1 – Interlocal Agreement for Chinook Salmon Conservation Planning for the  
Watershed Basins within Water Resource Inventory Area 8

Attachment 2 – Interlocal Agreement for the Green River, Duwamish River, and Central Puget  
Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9  
(which includes portions of Water Resource Inventory Areas 8, 10, and 15)

## INTERLOCAL AGREEMENT

For Chinook Salmon Conservation Planning for the Watershed Basins within  
Water Resource Inventory Area 8

### PREAMBLE

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington (RCW) by and among the eligible governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of the Lake Washington/Cedar/Sammamish Watershed or 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").

**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 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 steelhead trout were listed as threatened under ESA in 2007; 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 and watershed conservation actions, and

**WHEREAS**, the parties have executed 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 to ratify the WRIA 8 Plan, and

**WHEREAS**, the parties have executed the 2001-2005 Interlocal Agreement, and extensions for the years 2007-2015 and 2016-2025 to implement the WRIA 8 Plan and improve watershed health; 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 participated for 20 years in prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; 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 identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity 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 WRIA 8, 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 other regional efforts, including floodplain management, stormwater management, water quality improvement, etc.; 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 GOVERNMENTS:** The governments eligible for participation in this Agreement as parties are state, local, and federally recognized Indian tribal governments, state and local agencies, and special purpose districts within WRIA 8 boundary.
  - 1.2. **WRIA 8 ILA Parties:** The Parties to the WRIA 8 Interlocal Agreement (“Party” or “Parties”) are the **Eligible Governments** who sign this Agreement and are responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the **WRIA 8 Salmon Recovery Council**.
  - 1.3. **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 **Party** representatives and **Stakeholders**. The **WRIA 8 Salmon Recovery Council** is a voluntary association of **Eligible Governments** located wholly or partially within the management area of WRIA 8. The **WRIA 8 Salmon Recovery Council** shall be responsible for making recommendations for implementing the **WRIA 8 Plan** to the **Parties**.
  - 1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN:** The **WRIA 8 Chinook Salmon Conservation Plan (WRIA 8 Plan)** as referred to herein is the three volume document, the 2017 update to the WRIA 8 Plan, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with **Stakeholders** and ratified by the **Parties** 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 is chosen by **Party** representatives, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the **Parties** as provided in Section 4.2.
  - 1.5. **SERVICE PROVIDER:** **Service Provider**, 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** 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 WRIA 8 who reflect the diverse interests integral for planning, implementation, and adaptive management of the **WRIA 8 Plan**.
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 **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 statewide salmon recovery forums.
  - 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to 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 residents and other **Stakeholders** in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to

educate and garner support for current and future watershed and ESA listed species response efforts in accordance with the **WRIA 8 Plan**.

- 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 execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population, as authorized by each **Parties'** 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. Once effective, this Agreement shall remain in effect through December 31, 2035; 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 Governments** representing at least seventy percent (70%) of the affected population of WRIA 8.
- 4. **ORGANIZATION AND MEMBERSHIP.** The parties hereby establish **WRIA 8 Salmon Recovery Council** to serve as the formal governance structure for carrying out the purposes of this Agreement in collaboration with **Stakeholders**.
  - 4.1 Each **Party** shall appoint one (1) elected official and one (1) alternate to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The alternate representative may be a different elected official or senior staff person. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 8 Salmon Recovery Council** meetings. A **Party** representative's position will be considered inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. **Stakeholders** shall be appointed or removed by **Party** representatives using the voting provisions of Section 5.3 of this Agreement.
  - 4.2 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall meet and choose from among the **Party** representatives, according to the voting provisions of Section 5, at least five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget, work program, and such other directions as may be provided by 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, administration of the budget and work program, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

- 4.3 The **Service Provider** to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be King County Department of Natural Resources and Parks, unless the **Parties**, 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 the **Service Provider** and an authorized representative of **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff, 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.

4.3.1 The **Management Committee** shall make recommendations to 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 **WRIA 8 Salmon Recovery Council**.

- 4.4 By October 1 of each year, the **WRIA 8 Salmon Recovery Council** shall develop 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 **Parties**, 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**. Individual 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**.

- 4.5 **Party** representatives of the **WRIA 8 Salmon Recovery Council** shall oversee and administer the expenditure of budgeted funds and allocate resources contributed by each

**Party** or obtained from other sources in accordance with implementation and adaptive management of the **WRIA 8 Plan** during each year of this Agreement.

- 4.6 The **WRIA 8 Salmon Recovery Council** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement and provide for whatever actions deemed appropriate and necessary to ensure that quality services are efficiently, effectively, and responsibly delivered in the performance of the purposes of this Agreement. The performance of the Service Provider and Fiscal Agent shall be assessed every two years starting in 2027. In evaluating the performance of any **Service Provider**, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided.
- 4.7 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. Nothing in this Agreement shall be construed as creating a separate legal or administrative entity. The **Parties** acknowledge neither the **WRIA 8 Salmon Recovery Council** nor the **Management Committee** is a separate legal entity.
- 4.8 The **WRIA 8 Salmon Recovery Council** shall adopt operating and voting procedures for its deliberations, but such procedures shall not affect the voting provisions contained in Section 5. The **WRIA 8 Salmon Recovery Council** shall also adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scopes of work, budgets, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** at the meeting, or by a majority recommendation agreed upon by the active **Parties**, as specified in Section 4.1, with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below. No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active **Parties**. A quorum exists if a majority of the active **Parties'** representatives 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.

- 5.2 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:
- 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.
- 5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **WRIA 8 ILA Parties** shall be determined by the percentage of the annual contribution by each **Party** set in accordance with Subsection 4.4 in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**. A vote of abstention shall be recorded as a “no” vote.
- 5.3 The **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party **Stakeholder**.
- 5.3.1 Nomination of **Stakeholder** may be made by any **Party** representative to the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of a **Stakeholder** requires either consensus or a dual majority vote of the **Parties** as provided in Section 5.2.
- 5.3.2 **Party** representatives on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow **Stakeholders** to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The **WRIA 8 Salmon Recovery Council** may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Section 5.1, except in the case where legislation requires non-party member votes. **Stakeholders** shall not cast a vote for decisions subject to voting under Section 5.2.
- 5.3.3 Decisions of the entire **WRIA 8 Salmon Recovery Council** 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 Section 5.1.
- 5.3.4 By accepting appointment to the **WRIA 8 Salmon Recovery Council**, **Stakeholders** agree to follow the operating and voting procedures established by Section 4.8 and shall not distribute any version or amendment to the **WRIA 8 Plan** which has not been ratified consistent with Section 6.5.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON**

**CONSERVATION PLAN.** The ***WRIA 8 Plan*** shall be implemented consistent with the following:

- 6.1 The ***WRIA 8 Salmon Recovery Council*** shall provide information to the ***Parties*** regarding progress in achieving the goals and objectives of the ***WRIA 8 Plan***. Recommendations of the ***WRIA 8 Salmon Recovery Council*** are to be consistent with the purposes of this Agreement. The ***WRIA 8 Salmon Recovery Council*** may authorize additional advisory bodies on priority topics such as subcommittees and work groups.
- 6.2 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. In the event 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*** 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 ***Party*** or ***Stakeholder*** to any regional, state, or federal agency unless the changes have 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 individual 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 4.4.

- 7.2 The maximum funding responsibilities imposed upon the **Party** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 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 planning and implementation activities within WRIA 8. 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 1 of each such year.
- 7.4 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.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** Any **Eligible Government** 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 this section. The **WRIA 8 Salmon Recovery Council** and the **Eligible Government** seeking to become a party shall jointly determine the terms and conditions under which the **Eligible Government** may become a **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **Fiscal Agent**. The amount of payment is determined jointly by the **WRIA 8 Salmon Recovery Council** and the new **Party**. The payment of the new **Party** is to be a 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 **Eligible Government** becomes a **Party**. Any **Eligible Government** that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties** to this Agreement.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. 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. 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. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

- 9.2 This Agreement may be terminated at any time by the written agreement of all **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing party if such **Party** can be identified, and if the party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **PROPERTY:** The **Parties** do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the **WRIA 8 Salmon Recovery Council**, the ownership of said property shall be retained by the purchasing **Party** and said property will be returned to the purchasing **Party** upon termination of the agreement and/or the purchasing **Party's** participation in the agreement.
11. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, 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's** 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 section shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
12. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with

regard to any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.

13. **VOLUNTARY AGREEMENT**. This agreement is voluntary 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.
14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS**. Nothing herein shall preclude any one or more of the **Parties** to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a **Party** to such decision or agreement.
15. **NO THIRD PARTY RIGHTS**. Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, National Marine Fisheries Service, United States Fish and Wildlife Service, 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.
16. **AMENDMENTS**. This Agreement may be amended, altered, or clarified only by the unanimous consent of the **Parties** to this Agreement, represented by affirmative action by each **Party's** legislative body.
17. **COUNTERPARTS**. This Agreement may be executed in counterparts.
18. **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.
19. **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.
20. **PREVIOUS INTERLOCAL**. This Agreement shall repeal and replace the **Parties'** previous interlocal agreement, which was expected to terminate on December 31, 2025, and was adopted on or about July 16, 2015.

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

## Regional Watershed Salmon Recovery Funding WRIA Based Cost-share: WRIA 8 2025

Final ILA Partner Cost Share for 2025 Budget Approved by WRIA 8					WRIA 8 Salmon Recovery Council on September		2025 Cost Share (reflects 3.60% CPI-W estimate) (Average of Pop, AV, Area)		WRIA 8 Jurisdiction		Previous Cost Share % (2022-2024)	2024 Cost Share
Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)							
Beaux Arts	315	0.02%	\$285,891,000	0.04%	0.08	0.02%	0.03%	\$193	Beaux Arts	0.02%		\$177
Bellevue	154,600	8.91%	\$96,339,979,101	13.67%	33.53	7.12%	9.90%	\$75,283	Bellevue	9.75%		\$71,532
Bothell	49,550	2.85%	\$17,957,876,264	2.55%	13.67	2.90%	2.77%	\$21,054	Bothell	2.70%		\$19,849
Clyde Hill	3,115	0.18%	\$4,389,953,700	0.62%	1.06	0.22%	0.34%	\$2,603	Clyde Hill	0.32%		\$2,363
Edmonds	43,370	2.50%	\$16,549,900,400	2.35%	8.97	1.91%	2.25%	\$17,118	Edmonds	2.22%		\$16,318
Everett	33,485	1.93%	\$6,381,442,800	0.91%	5.20	1.11%	1.31%	\$9,986	Everett	1.31%		\$9,604
Hunts Point	460	0.03%	\$1,783,212,000	0.25%	0.29	0.06%	0.11%	\$866	Hunts Point	0.10%		\$749
Issaquah	41,290	2.38%	\$17,493,815,787	2.48%	12.11	2.57%	2.48%	\$18,843	Issaquah	2.40%		\$17,596
Kenmore	24,230	1.40%	\$7,459,653,182	1.06%	6.15	1.31%	1.25%	\$9,533	Kenmore	1.24%		\$9,099
Kent	0	0.00%	\$12,761,000	0.00%	0.45	0.10%	0.03%	\$246	Kent	0.03%		\$234
King County (Uninc.)	102,707	5.92%	\$35,458,579,530	5.03%	163.04	34.65%	15.20%	\$115,568	King County (Uninc.)	15.14%		\$111,131
Kirkland	96,920	5.58%	\$45,311,849,550	6.43%	17.84	3.79%	5.27%	\$40,057	Kirkland	5.08%		\$37,263
Lake Forest Park	13,660	0.79%	\$4,237,895,040	0.60%	3.51	0.75%	0.71%	\$5,409	Lake Forest Park	0.72%		\$5,305
Maple Valley	5,022	0.29%	\$1,155,422,680	0.16%	0.94	0.20%	0.22%	\$1,654	Maple Valley	0.19%		\$1,379
Medina	2,925	0.17%	\$6,866,863,700	0.97%	1.41	0.30%	0.48%	\$3,657	Medina	0.45%		\$3,308
Mercer Island	25,800	1.49%	\$21,056,678,532	2.99%	6.30	1.34%	1.94%	\$14,732	Mercer Island	1.89%		\$13,849
Mill Creek	21,630	1.25%	\$6,848,308,200	0.97%	4.68	0.99%	1.07%	\$8,143	Mill Creek	1.03%		\$7,590
Mountlake Terrace	23,810	1.37%	\$5,911,042,400	0.84%	4.16	0.88%	1.03%	\$7,844	Mountlake Terrace	0.98%		\$7,158
Mukilteo	21,221	1.22%	\$7,572,645,200	1.07%	5.99	1.27%	1.19%	\$9,046	Mukilteo	1.19%		\$8,707
Newcastle	13,610	0.78%	\$5,376,208,083	0.76%	4.46	0.95%	0.83%	\$6,324	Newcastle	0.81%		\$5,922
Redmond	77,490	4.46%	\$36,605,924,250	5.19%	16.56	3.52%	4.39%	\$33,399	Redmond	4.14%		\$30,393
Renton	70,904	4.08%	\$18,024,891,468	2.56%	14.01	2.98%	3.21%	\$24,382	Renton	3.21%		\$23,547
Sammamish	61,452	3.54%	\$26,240,200,285	3.72%	19.09	4.06%	3.77%	\$28,694	Sammamish	3.60%		\$26,414
Seattle	556,865	32.08%	\$233,153,890,428	33.09%	53.00	11.26%	25.48%	\$193,716	Seattle	27.07%		\$198,707
Shoreline	61,120	3.52%	\$16,722,153,900	2.37%	11.58	2.46%	2.79%	\$21,179	Shoreline	2.78%		\$20,370
Sno. Co. (Uninc.)	213,926	12.32%	\$55,882,188,800	7.93%	55.38	11.77%	10.67%	\$81,163	Snoh. Co. (Uninc.)	10.42%		\$76,445
Woodinville	13,830	0.80%	\$6,429,716,438	0.91%	5.66	1.20%	0.97%	\$7,379	Woodinville	0.93%		\$6,810
Woodway	1,340	0.08%	\$1,112,962,100	0.16%	1.09	0.23%	0.16%	\$1,186	Woodway	0.16%		\$1,152
Yarrow Point	1,135	0.07%	\$2,075,804,200	0.29%	0.36	0.08%	0.15%	\$1,108	Yarrow Point	0.13%		\$974
Totals	1,735,781	100.0%	\$704,697,710,018	100.0%	470.56	100.0%	100.0 %	\$760,366		100.0 0%		\$733,944
							2025 TOTAL	\$760,366				

**Population:**

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly. Jurisdictions that straddle WRIA boundaries are assigned the percent share of the 2023 OFM April 1st Estimate based on a geographic allocation of census blocks across WRIA boundaries, accounting for water areas and public land where people are unlikely to live.

**Note:** This method was tested against the 2021 ILA Cost Share tables using 2020 OFM data and was determined to be highly comparable for estimating population breakdowns. As OFM releases data every year, and the data spans both King and Snohomish Counties, this is a consistent and repeatable analysis across the entire study area.

- The portion of Kent in WRIA 8 is solely the Kent Watershed and has no population allocated to it.

**\*Assessed Value & Area:**

Snohomish County: Assessed value is based on Snohomish County Assessor's data March 2021, for market land value + market improvements value. King County: Assessed value is based on King County Assessor's data February 2021, land + improvements value. Assessed value and area (sq. miles) excludes the Upper Cedar River subwatershed.



Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

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

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

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

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

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

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

Approved as to form:

CITY OF BELLEVUE:

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

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

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

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

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

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

Approved as to form:

CITY OF BOTHELL:

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

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

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

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

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Approved as to form:

CITY OF CLYDE HILL:

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

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

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

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Approved as to form:

CITY OF EDMONDS:

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

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Approved as to form:

CITY OF EVERETT:

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

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Approved as to form:

TOWN OF HUNTS POINT:

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

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Approved as to form:

CITY OF ISSAQUAH:

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

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

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Approved as to form:

CITY OF KENMORE:

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

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

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

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Approved as to form:

CITY OF KENT:

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

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

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Approved as to form:

KING COUNTY:

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

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

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

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

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

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

Approved as to form:

CITY OF KIRKLAND:

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

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

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

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

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Approved as to form:

CITY OF LAKE FOREST PARK:

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

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

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

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Approved as to form:

CITY OF MAPLE VALLEY:

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

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Approved as to form:

CITY OF MEDINA:

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

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Approved as to form:

CITY OF MERCER ISLAND:

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

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Approved as to form:

CITY OF MILL CREEK:

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

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

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Approved as to form:

CITY OF MOUNTLAKE TERRACE:

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

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Approved as to form:

CITY OF MUKILTEO:

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

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Approved as to form:

CITY OF NEWCASTLE:

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

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

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Approved as to form:

CITY OF REDMOND:

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

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Approved as to form:

CITY OF RENTON:

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

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Approved as to form:

CITY OF SAMMAMISH:

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

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Approved as to form:

CITY OF SEATTLE:

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

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

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

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Approved as to form:

CITY OF SHORELINE:

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

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

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

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

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Approved as to form:

SNOHOMISH COUNTY:

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

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

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

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

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

Approved as to form:

CITY OF WOODINVILLE:

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

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

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

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

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Approved as to form:

TOWN OF WOODWAY:

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

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

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

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

Approved as to form:

TOWN OF YARROW POINT:

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

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

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## INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds  
within the geographic planning area of Water Resource Inventory Area 9 (which  
includes portions of Water Resource Inventory Areas 8, 10, and 15)

### 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 County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

**WHEREAS**, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

**WHEREAS**, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

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

**WHEREAS**, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and updated in 2021 ("**Salmon Habitat 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 2005/2006 and 2021/2022 to ratify the **Salmon Habitat Plan and Salmon Habitat Plan Update**, and

**WHEREAS**, the Parties have participated in an Interlocal Agreement for the years 2001-2005, 2007-2015, and 2016-2025 in implementing the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; 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 Endangered Species Act ("ESA"); and

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

**WHEREAS**, the Parties wish to monitor and evaluate implementation of the **Salmon Habitat 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 have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

**WHEREAS**, the Parties have a strong 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 ***Salmon Habitat Plan***; and

**WHEREAS**, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the ***Salmon Habitat Plan***; and

**WHEREAS**, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; 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; and

**WHEREAS**, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

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

#### **MUTUAL CONVENANTS AND AGREEMENTS**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

- 1.1 **ELIGIBLE GOVERNMENTS:** The entities eligible for participation in this Agreement as parties are state, local, and tribal governments, state and local agencies, and special purpose districts within WRIA 9 including: King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any other interested public agencies and tribes that lie fully or partially within the boundaries of WRIA 9.
- 1.2 **WRIA 9 ILA PARTIES:** The ***Parties to the WRIA 9 Interlocal Agreement*** (“***Party***” or “***Parties***”) are the Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the ***WRIA 9 Watershed Ecosystem Forum***.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The *WRIA 9 Watershed Ecosystem Forum* referred to herein is the cooperative body comprised of the designated representatives of the *Parties* and a balance of *Stakeholders*. The *WRIA 9 Watershed Ecosystem Forum* shall be an advisory body responsible for making recommendations for implementing the *Salmon Habitat Plan* including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (Salmon Habitat Plan)* is the plan developed by the *WRIA 9 Watershed Ecosystem Forum* and ratified by all *Parties* for its development and implementation. The *Salmon Habitat Plan* recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the *Salmon Habitat Plan* are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The *Salmon Habitat Plan* constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the *Management Committee* are chosen by the *Parties*, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *Parties'* behalf.
- 1.6 **SERVICE PROVIDER:** The *Service Provider*, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the *Parties*, in exchange for payment. The *Service Provider* may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 9 ILA Parties* as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
  - 2.1 To provide a funding mechanism and governance structure for jointly implementing and adaptively managing the *Salmon Habitat Plan*.



- 2.2 To serve as the salmon recovery “Lead Entity” as designated by state law (Chapter 77.85 RCW) for WRIA 9, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local stakeholders to annually recommend WRIA 9 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 9 in the Puget Sound region and state wide salmon recovery forums.
- 2.3 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District’s Cooperative Watershed Management grant program.
- 2.4 To provide information for **Parties** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
- 2.5 To develop and articulate WRIA-based positions on policies, legislation, and project proposals that may impact implementation of the **Salmon Habitat Plan**.
- 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.7 To provide a venue for the ongoing participation of community members and other stakeholders to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act response efforts .
- 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.
- 2.9 To provide a mechanism for implementing other multiple benefit habitat, stormwater, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **Parties** and/or **Watershed Ecosystem Forum**.
- 2.10 To periodically recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.
- 2.11 To provide a framework for cooperating and coordinating among the **Parties** on issues relating to WRIA 9 to meet the requirement of a commitment by any **Party** to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such **Party** to this Agreement.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each **Party**, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the **Parties** may agree to in writing with such extension being effective upon its execution by at least five (5) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those **Parties** executing the extension.
4. **ORGANIZATION AND MEMBERSHIP.** The **Parties** serve as the formal governance structure for carrying out the purposes of this Agreement.
  - 4.1 Each **Party** except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 9 Watershed Ecosystem Forum** meetings. A **Party** representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum under Section 5.
  - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the **Parties** shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **Parties**. 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 the executive subcommittee of the **Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **Parties** for action, consistent with other subsections of this section.

- 4.3 The services cost-shared under this agreement shall be provided to the **Parties** and **the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **Parties**, pursuant to the voting provisions of Section 5. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, 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.
- 4.3.1 A subset of the **Parties**, at such subset's sole cost, may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all **Parties** pursuant to Section 4.3 herein.
- 4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, the subset of **Parties** requesting additional services pursuant to Section 4.3.1, and the Chair of the **Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the **Parties**.
- 4.4 The **Parties** by October 1 of each year shall establish and approve an annual budget and work plan that provides for the level of funding and total resource obligations of the **Parties** for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each **Party**, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the **Management Committee**. Individual 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. Tacoma's cost share will be determined on an annual basis by the **Management Committee**, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other **Parties**.
- 4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the **Parties** that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those **Parties** purchasing the additional services.

- 4.5 The **Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each **Party** or obtained from other sources in accordance with the approved annual work program.
- 4.6 The **Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.
- 4.7 The **Parties** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. 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 purpose consistent with the purposes provided for herein.
- 4.8 The **Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:
  - 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties**. If unanimous agreement of **Parties** cannot be reached then the **Parties** to this agreement may reach consensus by a majority recommendation with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below.
    - 5.1.1 No action or binding decision will be taken by the **Watershed Ecosystem Forum** without the presence of a quorum of active **Parties**, as specified in Section 4.1. A quorum exists if a majority of the active **Parties'** representatives are present at the **Watershed Ecosystem Forum** meeting, provided that positions left inactive on the **Watershed Ecosystem Forum** by **Parties** shall not be included in calculating the quorum.
  - 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Parties**, the **Parties** shall take action on a dual-majority basis, as follows:
    - 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **Watershed Ecosystem Forum** action.

5.2.2 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 made by each **Party** as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

6.1 The **Watershed Ecosystem Forum** shall provide information to the **Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **Parties** may authorize additional advisory bodies to the **Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **Parties**.

6.2 The **Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **Parties** for decision.

6.3 The **Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the **Parties** for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five **Parties** representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **Parties** shall undertake a review for consideration of the remanded changes to the plan. The **Parties** may include further referral to the **Watershed Ecosystem Forum** for recommendation or amendments thereto.

6.5 The **Parties** agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

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

- 7.1 Each **Party** shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Parties**, including all such obligations related to the **Parties** and **Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the **Parties** will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the **Parties** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The **Parties** shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. **Parties** may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **Parties** pursuant to rules and procedures established and agreed to by the **Parties**. 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.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** An **Eligible Government** may become a **Party** by obtaining written consent of all the **Parties** to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **Parties** shall not apply to this section. The **Parties** and any governments seeking to become a **Party** shall jointly determine the terms and conditions under which a government may become a new **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **Parties** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **Parties** as of the date the government becomes a new **Party**. Any government that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties**.

9. **TERMINATION.**

- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. 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. 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 only their respective share of the obligations of the **Parties** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the **Parties** pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing **Party** if such **Party** can be identified, and if the **Party** cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties** , 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** to this Agreement 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. In the event that either **Party** incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible **Party** to the extent of that **Party's** culpability. The provisions of this Section shall survive and continue to be applicable to **Parties** exercising the right of termination pursuant to Section 9 herein.
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, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.

12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Habitat Plan***.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** 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** 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 National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, 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 **Parties** 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, and requires authorization and approval by each **Party's** governing body.
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 in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the **Parties**, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

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



**Exhibit A - 2025 WRIA Based Cost Share**

**WRIA 9 Regional Watershed Funding**

Watershed Ecosystem Forum Approved August 8,  
2024

**Total: \$606,781**

*Costs shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2026-2035. Cost shares last updated in 2024 using 2023 data.*

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost Share* (2023 Data)	WRIA 9 Jurisdiction
1 Algona*	0.17%	1,372	0.23%	\$590,936,599.00	0.16%	363	0.19%	1 Algona
2 Auburn*	6.80%	56,079	5.24%	\$13,623,563,442.00	5.74%	12,710	5.93%	2 Auburn
3 Black Diamond	0.83%	6,880	0.83%	\$2,159,906,081.00	2.08%	4,609	1.25%	3 Black Diamond
4 Burien	6.37%	52,560	4.28%	\$11,113,591,561.00	2.84%	6,292	4.50%	4 Burien
5 Covington	2.62%	21,600	1.75%	\$4,558,408,175.00	1.75%	3,870	2.04%	5 Covington
6 Des Moines	4.03%	33,260	2.55%	\$6,615,094,232.00	1.78%	3,949	2.79%	6 Des Moines
7 Enumclaw*	0.76%	6,253	0.58%	\$1,510,785,781.00	0.91%	2,014	0.75%	7 Enumclaw
8 Federal Way*	8.56%	70,596	4.32%	\$11,229,759,643.00	3.63%	8,049	5.50%	8 Federal Way
9 Kent*	16.87%	139,100	12.88%	\$33,463,962,407.00	9.74%	21,569	13.16%	9 Kent
10 King County*	11.17%	92,164	8.54%	\$22,189,710,471.00	52.75%	116,854	24.15%	10 King County
11 Maple Valley*	2.94%	24,228	2.09%	\$5,443,488,799.00	1.51%	3,354	2.18%	11 Maple Valley
12 Normandy Park	0.83%	6,840	1.01%	\$2,612,824,298.00	0.72%	1,596	0.85%	12 Normandy Park
13 Renton*	4.49%	36,996	4.21%	\$10,936,234,975.00	2.77%	6,131	3.82%	13 Renton
14 SeaTac	3.85%	31,740	2.53%	\$6,563,915,515.00	1.84%	4,071	2.74%	14 SeaTac
15 Seattle*	26.96%	222,335	45.22%	\$117,510,460,706.00	9.00%	19,935	27.06%	15 Seattle
16 Tukwila	2.76%	22,763	3.75%	\$9,757,681,342.00	2.78%	6,157	3.10%	16 Tukwila
	100.0%	824,768	100.0%	\$259,880,324,027	100.0%	221,524.55	100.0%	<b>SUBTOTAL</b>
							+Tacoma	\$26,514
								<b>\$606,781 TOTAL</b>

**NOTES:**

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly.
- Jurisdictions that straddle WRIA boundaries are assigned a percent share of the estimate based on a geographic allocation of census blocks.
- Parcels are allotted to jurisdictions (cities and unincorporated King County) and WRIsAs based on the location of the centerpoint of the parcels.
- Assessed value and area (sq. miles) excludes Upper Green River Watershed and Port of Seattle Aviation Division properties

Approved as to form:

CITY OF ALGONA:

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CITY OF AUBURN:

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CITY OF BLACK DIAMOND:

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CITY OF COVINGTON:

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CITY ENUMCLAW:

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CITY OF FEDERAL WAY:

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CITY OF KENT:

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KING COUNTY:

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CITY OF MAPLE VALLEY:

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CITY OF NORMANDY PARK:

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CITY OF SEATAC:

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CITY OF SEATTLE:

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CITY OF TACOMA:

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CITY OF TUKWILA:

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