

## INTERLOCAL AGREEMENT

For the Snoqualmie and South Fork Skykomish Watersheds within  
Water Resource Inventory Area 7

### PREAMBLE

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 RCW by a portion or all of the eligible governments signing this Agreement that are located in King County, lying wholly or partially within the Snoqualmie and South Fork Skykomish Watersheds and within the management area of Watershed Resource Inventory Area 7 ("WRIA 7"), political subdivisions of the State of Washington, or federally recognized Indian tribes (collectively, "Parties");

**WHEREAS**, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation for the majority of the Snoqualmie Watershed and wish to provide for planning, funding and implementation of various activities and projects therein; and

**WHEREAS**, some of the Parties have participated in an Interlocal Agreement for the years 2001-2005 and contributed to the development of the Snohomish Basin Salmon Conservation Plan and want to continue providing efficient participation in the implementation of such 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 Endangered Species Act ("ESA"); and

**WHEREAS**, the Parties wish to continue this mechanism for identifying, coordinating and implementing water quality, flood hazard reduction, water quantity and habitat projects at the watershed level; and

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

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 governmental entities eligible for participation in this Agreement are King County; federally recognized Indian tribes located

within WRIA 7; the Cities of Carnation, Duvall, North Bend, Snoqualmie, and Sammamish; and the Town of Skykomish.

- 1.2 **SNOQUALMIE WATERSHED FORUM:** The "*Snoqualmie Watershed Forum*" created herein, the governing body responsible for implementing this Agreement, is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.
- 1.3 **SNOHOMISH BASIN SALMON RECOVERY FORUM:** The "*Snohomish Basin Salmon Recovery Forum*" (hereinafter referred to as "the Recovery Forum") is the cooperative body comprised of local governments, the Tulalip Tribes, special districts, and stakeholder representatives from throughout the Snohomish WRIA.
- 1.4 **Snohomish River Basin Salmon Conservation Plan:** The "Snohomish River Basin Salmon Conservation Plan" (hereinafter referred to as "the Salmon Conservation Plan") is the document developed by the Snohomish Basin Salmon Recovery Forum outlining actions for salmon recovery in response to listings of chinook and bull trout under the ESA.
- 1.5 **STAKEHOLDERS.** "**Stakeholders**" refers to those public and private entities within the WRIA 7 who reflect the diverse interests integral for planning for recovery of the listed species under the ESA, which may include but is not limited to agriculture, 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 protection and restoration of the health of the Snoqualmie and South Fork Skykomish watersheds.
- 2.2 To provide a mechanism for sharing information and coordinating local efforts to address issues with watershed-wide implications, including but not limited to flood hazard reduction, surface and groundwater quality, water quantity, and habitat restoration.
- 2.3 To provide a mechanism and governance structure for the joint implementation of the Salmon Conservation Plan particularly related to the King County portions of WRIA 7. This is intended to inform local decision-makers about actions needed to respond to issues arising out of listings under the ESA.
- 2.4 To develop and articulate Snoqualmie Watershed-based positions on key issues during the implementation of the Salmon Conservation Plan. The Parties to this Agreement retain the right to submit comments on behalf of their individual governments.

- 2.5 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the ESA.
- 2.6 To provide for the ongoing participation of citizens 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 efforts.
- 2.7 To provide a mechanism for securing technical assistance and any available funding from federal, state and other agency sources.
- 2.8 To provide a mechanism for the implementation of other habitat, surface and groundwater quality, water quantity 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 ***Snoqualmie Watershed Forum***.
- 2.9 To annually recommend projects for grant funding by the King Conservation District through the King Conservation District Assessment's Forum distribution.
- 2.10 To provide a framework for cooperation and coordination among the parties on issues relating to the WRIA 7 or sub-WRIA 7 basin planning or to meet the requirement of a commitment by any party to participate in WRIA 7 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.

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 such as the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by King County and at least two (2) of the eligible cities within the King County portion of WRIA 7, as authorized by each government's governing body. Once effective, this Agreement shall remain in effect for an initial term of five (5) 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 King County and at least two (2) of the eligible cities within the King County portion of WRIA 7. Such extension shall bind only those Parties executing the extension.

It is not the purpose or intent of this Agreement to prevent the Parties from entering into a WRIA 7-wide agreement at some future date prior to the end of the initial term of this Agreement.

4. **ORGANIZATION AND MEMBERSHIP OF THE SNOQUALMIE WATERSHED FORUM.**

The parties to this Agreement hereby establish a ***Snoqualmie Watershed Forum*** to serve as the formal governance structure for carrying out the purposes of this Agreement.

- 4.1 Each Party to this Agreement shall appoint one (1) elected official to serve as its primary representative, and one alternate representative to serve on the ***Snoqualmie Watershed Forum***. If the Parties elect to appoint a non-elected official as an alternate, that Party must designate in writing on the jurisdiction's letterhead whether the non-elected official can vote on behalf of that Party.
- 4.2 In addition to the representatives of each of the Parties, the ***Snoqualmie Watershed Forum*** shall also include three (3) ex-officio members to help broaden the geographic representation of the ***Snoqualmie Watershed Forum***. One ex-officio member shall be appointed by the Snoqualmie Valley Government's Association, and two shall be appointed by King County for Council District 3. Ex-officio members participate in consensus decision making but do not participate in voting in the event consensus can not be reached.
- 4.3 Snoqualmie Watershed Forum members shall serve a term of four years, or the remainder of their elected term (if appropriate), whichever is shorter.
- 4.4 The services cost-shared under this agreement shall be provided to the ***Snoqualmie Watershed Forum*** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks. The ***Snoqualmie Watershed Forum*** shall enter into a Memorandum of Understanding with the **Service Provider**, which shall set out the understanding of expectations for services to be provided and a method of regular consultation between the **Service Provider** and the ***Snoqualmie Watershed Forum*** concerning the performance of services hereunder.
- 4.5 The Service Provider will meet with staff from each of the Parties at least once annually prior to October 1 to coordinate the development of a draft work program and budget for consideration by the ***Snoqualmie Watershed Forum*** for the following calendar year.
- 4.6 The ***Snoqualmie Watershed Forum*** shall, by October 1 of each year, establish an annual budget 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,