

SNOHOMISH COUNTY COUNCIL
PUBLIC HEARING PACKET

ORDINANCE 21-103 **APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE TO SIGN ADDENDUM TO INTERLOCAL AGREEMENT FOR THE WATERSHED BASINS WITHIN WRIA 8**

ECAF: 2021-1057
Date/Time: Wednesday, February 2, 2022, at 10:30 a.m.
Staff Person: Nicole Gorle
DPA: Laura Kisielius

EXHIBIT LIST

Click on Exhibit # to view document.

Exhibit #	Date	Exhibit Description
1	01/06/22	Council Staff Report
2	12/10/21	ECAF Received
3	12/10/21	Ordinance Introduction Slip
4	6/24/20	WRIA 8 ILA Amendment 1
5	10/31/18	WRIA 8 Withdrawal Letter
6	12/16/15	WRIA 8 Executed Interlocal Agreement (2015)

1 SNOHOMISH COUNTY COUNCIL
2 SNOHOMISH COUNTY, WASHINGTON

3
4 ORDINANCE NO. 21-103

5
6 APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE
7 TO SIGN ADDENDUM TO INTERLOCAL AGREEMENT FOR THE
8 WATERSHED BASINS WITHIN WRIA 8
9

10 WHEREAS, the county and city governments of Snohomish and King
11 counties (the "parties"), lying wholly or partially within the management area of
12 Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of
13 the Lake Washington-Cedar, Sammamish, and Central Puget Sound
14 watersheds, share mutual interests in addressing long-term watershed planning
15 and conservation for the watershed basins therein; and
16

17 WHEREAS, on December 8, 2015, the Snohomish County Council
18 ("County Council") passed Ordinance No. 15-087 authorizing the Snohomish
19 County Executive ("County Executive") to execute the Interlocal Agreement for
20 the Watershed Basins within Water Resource Inventory Area 8 ("WRIA 8
21 Interlocal Agreement") for the period 2016 through 2025; and
22

23 WHEREAS, on October 31, 2018, Snohomish County withdrew its
24 participation in the WRIA 8 Interlocal Agreement due to lack of funding; and
25

26 WHEREAS, on June 26, 2020, Snohomish County signed Amendment
27 No. 1 to reinstate its participation in the WRIA 8 Interlocal Agreement; and
28

29 WHEREAS, the City of Everett wishes to participate in the WRIA 8
30 Interlocal Agreement; and
31

32 WHEREAS, the WRIA 8 Interlocal Agreement requires unanimous written
33 consent of all parties to the City's request to join the Agreement as a voting
34 member of the WRIA 8 Salmon Recovery Council; and
35

36 WHEREAS, the WRIA 8 Interlocal Agreement further requires that all
37 written amendments, alterations or clarifications be approved by the party's
38 legislative body; and
39

40 WHEREAS, the addendum to the WRIA 8 Interlocal Agreement attached
41 to this ordinance as Exhibit A is authorized by the Interlocal Cooperation Act,
42 chapter 39.34 RCW; and
43

1 WHEREAS, the County Council held a public hearing on _____,
2 20____, to consider approving and authorizing the County Executive to sign the
3 addendum to the WRIA 8 Interlocal Agreement attached as Exhibit A to this
4 ordinance on the County's behalf;

5
6 NOW, THEREFORE BE IT ORDAINED:

7
8 Section 1. The County Council hereby adopts the foregoing recitals as
9 findings of fact and conclusions as if set forth in full herein.

10
11 Section 2. The County Council approves and authorizes the County
12 Executive to execute the *Addendum to Interlocal Agreement for the Watershed*
13 *Basins within Water Resource Inventory Area 8 ("WRIA 8")* in the form attached
14 hereto as Exhibit A.

15
16 Section 3. The County Council further authorizes the County Executive to
17 execute any future addenda to the WRIA 8 Interlocal Agreement for the sole
18 purpose of allowing jurisdictions to become members of the WRIA 8 Salmon
19 Recovery Council so long as such jurisdictions are identified as eligible to
20 become members under that agreement.

21
22 PASSED this ____ day of _____, 20____.

23
24
25 ATTEST:

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

26
27 _____
28 Asst. Clerk of the Council

Council Chair

29
30
31 () APPROVED
32 () EMERGENCY
33 () VETOED

DATE: _____

34
35 _____
36 Dave Somers
County Executive

37 ATTEST: _____

38
39 Approved as to form only:

40  12/08/2021

41 _____
42 Deputy Prosecuting Attorney

EXHIBIT A
to
ORDINANCE NO. 21-103

ADDENDUM TO INTERLOCAL AGREEMENT FOR THE WATERSHED BASINS
WITHIN WATER RESOURCES INVENTORY AREA 8 ("WRIA 8")

[See Attached]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

ADDENDUM TO
INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS ADDENDUM ("Addendum") to that certain Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8 ("Agreement") is entered into by the Parties to that Agreement and the City of Everett ("City"), for the purposes of allowing the City to become a member, with full rights and obligations under the Agreement, of the WRIA 8 Salmon Recovery Council, as described in the Agreement ("Council"). This Addendum sets forth the rights and obligations of the City and memorializes the unanimous consent of all Parties to the Agreement to the City's joining the Council as a voting member, in accordance with the terms of Section 8 of the Agreement. The City is identified in Section 1.1 of the Agreement as an eligible jurisdiction for participation in the Council. The Parties and the City share interests in and responsibility for addressing long-term watershed planning and conservation for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein.

TERMS FOR THE CITY OF EVERETT'S PARTICIPATION IN THE COUNCIL

1. The City of Everett's legislative authority, by City Council Action, has authorized the City's becoming a member of the WRIA 8 Salmon Recovery Council in accordance with the terms of the Agreement and has authorized the City's appointed representative (Mayor) to sign this Addendum on behalf of the City.
2. In order to become a voting member of the WRIA 8 Salmon Recovery Council, the City of Everett and the Parties agree to the following conditions:
 - 2.1. The City's annual cost share contribution for 2022 is projected to be \$8,447 for the programs and activities of the Council, which is subject to change for 2022 and future years based on changes in one or more parameters of the formula, or by agreement of the parties, including Everett, changing the total dollar amount of the assessment to be collected. The City's cost share is based on the portion of the City that falls within the geographic boundary of WRIA 8, including a population of 32,846 (1.96% of the watershed), assessed value within the City of \$4,850,621,800 (0.86% of the watershed), and an area in square miles of 5.2 (1.10% of the watershed).
 - 2.2. For the City to become a member of the Council, all existing members must unanimously express their consent to the City's becoming a member. The City becomes a member of the Council on the date when this Addendum is last signed by the Party representing the final signature of unanimity. The date of such signing shall be the effective date of this

20
21
22
23
24
43
44
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74

Addendum. Representatives of the Parties shall sign this Addendum after the City has signed it in accordance with the provisions of Section 1 above.

- 3. Upon the effective date of this Addendum, the City of Everett shall be a member of the Council, and shall have all the rights, privileges, duties, and obligations afforded the Parties under the terms of the Agreement.

IN WITNESS WHEREOF, the City of Everett and the Parties have executed this Addendum on the dates indicated below:

75 Snohomish County

76

77 By: _____

78

79 Title: _____

80

81 Date: _____



Snohomish County Council

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 1

FILE ORD 21-103

Committee: Conservation, Sustainability, and Recreation

ECAF: 2021-1057

Ordinance: 21-103

Analyst: Nicole Gorle

Date: January 6, 2022

Consideration:

Authorize the Executive to execute an Addendum to the Interlocal Agreement for Salmon Recovery Planning Efforts in Water Resource Inventory Area (WIRA) 8 to allow the City of Everett to join, and authorize the Executive to execute any future addendums that have the sole purpose of approving another jurisdiction joining WIRA 8.

Background

In 2000, Snohomish County entered into an ILA with King County and 24 other cities and towns. The partners shared interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains within WRIA 8 through implementation of the Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Conservation Plan. The parties recognized that participation in the ILA demonstrates commitment to proactively working to address the Endangered Species Act (ESA) listing of Chinook salmon.

With the initial agreement ending in 2006, a new ILA was executed in February 2007 through Ordinance 07-003 to continue this work.

In December 2015, Council by way of [Ordinance 15-087](#)¹ authorized the County Executive to execute another ILA with the WRIA 8 partners to allow continuation of watershed planning and conservation efforts for the period 2016 through 2025.

In October 2018, Snohomish County provided King County with a notice of termination to withdraw from the WRIA 8 ILA due to budget constraints within the Surface Water Management (SWM) division of Public Works.

In June 2020, Snohomish County rejoined WRIA 8 through [Ordinance 20-011](#).

Current Proposal

Scope: Adding members to the agreement requires the consent of all existing parties. Ordinance 21-103 would:

1. Serve as Snohomish County's consent for the City of Everett to join the WRIA 8 agreement; and
2. Authorize the Executive to execute any future addendums that are for the sole purpose of adding a member to WRIA 8.

Duration: No change to agreement duration – existing agreement expires December 31, 2-215.

Fiscal Implications: None

2022 Budget: No – This will not have any additional impact on the County

Future Budget Impacts: No



Legislation Text

File #: 2021-1057, Version: 1

Executive/Council Action Form (ECAF)

ITEM TITLE:

Ordinance 21-103, approving and authorizing the Snohomish County Executive to sign addendum to interlocal agreement for the watershed basins within WRIA 8

DEPARTMENT: Conservation and Natural Resources

ORIGINATOR: Julie Aumick

EXECUTIVE RECOMMENDATION: Approve

PURPOSE: To authorize the County Executive to execute Addendum to the Interlocal Agreement for Salmon Recovery Planning Efforts in Water Resource Inventory Area (WRIA) 8.

BACKGROUND: Snohomish County, King County and 24 cities and towns have participated in Watershed Planning and Conservation Efforts in WRIA 8 since 2007 through an Interlocal agreement. The original ILA expired at the end of 2015 and a new ILA was executed on December 18, 2015 with an effective date of January 1, 2016 through December 31, 2025. The County withdrew its participation in the ILA in 2018 due to budget constraints but has subsequently reinstated its membership through Amendment No. 1 in 2020. At this time, the City of Everett wishes to become a member which requires consent of all parties. If approved, this addendum will serve as the County's consent to allow the City of Everett to participate in the ILA.

FISCAL IMPLICATIONS:

Table with 4 columns: EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU; CURRENT YR; 2ND YR; 1ST 6 YRS. Includes a TOTAL row.

Table with 4 columns: REVENUE: FUND, AGY, ORG, REV, SOURCE; CURRENT YR; 2ND YR; 1ST 6 YRS. Includes a TOTAL row.

DEPARTMENT FISCAL IMPACT NOTES: No fiscal impact.

CONTRACT INFORMATION:

Table with 5 columns: ORIGINAL, TERMINATION, AMENDMENT, CONTRACT#, AMOUNT. Shows contract details and amounts.

ADDENDUM	<u>X</u>	CONTRACT#	<u>N/A</u>	AMOUNT	<u>\$ 0</u>
----------	----------	-----------	------------	--------	-------------

Contract Period

ORIGINAL	START	<u>01/01/2016</u>	END	<u>12//31/2025</u>
TERMINATION	START	<u>10/31/2018</u>	END	<u>N/A</u>
AMENDMENT 1	START	<u>6/26/2020</u>	END	<u>12/31/2025</u>
ADDENDUM	START	<u>Execution</u>	END	<u>12/31/2025</u>

OTHER DEPARTMENTAL REVIEW/COMMENTS: Approved by DPA Laura Kisielius on 12/8/2021/Approved-Risk, Sheila Barker 12/8/2021/Approved- Finance, Nathan Kennedy 12/9/21

ECAF NO.:
ECAF RECEIVED:

**ORDINANCE
INTRODUCTION SLIP**

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 3

TO: Clerk of the Council

FILE ORD 21-103

TITLE OF PROPOSED ORDINANCE:

~~~~~



---

Councilmember Date

~~~~~

Clerk's Action: Proposed Ordinance No. _____

Assigned to: _____ Date: _____

~~~~~  
**STANDING COMMITTEE RECOMMENDATION FORM**

On \_\_\_\_\_, the Committee considered the item and by \_\_\_\_ Consensus /  
\_\_\_\_ Yeas and \_\_\_\_ Nays, made the following recommendation:

\_\_\_\_\_ Move to Council to schedule public hearing \_\_\_\_\_

**Public Hearing Date** \_\_\_\_\_ **at** \_\_\_\_\_

\_\_\_\_\_ Move to Council as amended to schedule public hearing


\_\_\_\_\_ Move to Council with no recommendation

**This item \_\_\_\_ should/ \_\_\_\_ should not be placed on the Consent Agenda.**

(Consent agenda may be used for routine items that do not require public hearing and do not need discussion at General Legislative Session)

**This item \_\_\_\_ should/ \_\_\_\_ should not be placed on the Administrative Matters Agenda**

(Administrative Matters agenda may be used for routine action to set time and date for public hearings)



---

Committee Chair

FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS FIRST AMENDMENT ("Amendment") to the Interlocal Agreement ("Agreement") for the Watershed Basins within Water Resource Inventory Area 8 ("WRIA 8") is entered into by the Parties and Snohomish County ("County") to authorize the County to rejoin the Agreement as a member of the WRIA 8 Salmon Recovery Council ("Council"). The County terminated its participation effective December 31, 2018, and now wishes to rejoin.

AMENDMENT

Upon the effective date of this Amendment, the County shall be a member of the Council, and shall have all of the rights, privileges, duties and obligations afforded the Parties under the terms of the Agreement. Per Section 7 of the Agreement, the County agrees to pay its annual cost share for 2020 and future years.

IN WITNESS WHEREOF, Snohomish County and the Parties have executed this Amendment as of the last date of signature below:

TOWN OF WOODWAY

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

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

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

TOWN OF BEAUX ARTS VILLAGE

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

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

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

39

40

41 CITY OF BELLEVUE

42

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

44

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

46

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

48

49 CITY OF BOTHELL

50

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

52

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

54

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

56

57

58 CITY OF CLYDE HILL

59

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

61

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

63

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

65

66

67 CITY OF EDMONDS

68

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

70

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

72

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

74

75

76 TOWN OF HUNTS POINT

77

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

79

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

81

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

83

84

85 CITY OF ISSAQUAH

86

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

88

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

90

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

92

93

94 CITY OF KENMORE

95

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

97

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

99

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

101

102

103 CITY OF KENT

104

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

106

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

108

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

110

111

112 KING COUNTY

113

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

115

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

117

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

119 CITY OF KIRKLAND

120

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

122

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

124

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

126

127

128 CITY OF LAKE FOREST PARK

129

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

131

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

133

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

135

136

137 CITY OF MAPLE VALLEY

138

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

140

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

142

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

144

145

146 CITY OF MEDINA

147

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

149

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

151

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



153 CITY OF MERCER ISLAND

154

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

156

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

158

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

160

161

162 CITY OF MILL CREEK

163

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

165

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

167

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

169

170

171 CITY OF MOUNTLAKE TERRACE

172

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

174

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

176

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

178

179

180 CITY OF MUKILTEO

181

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

183

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

185

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

187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223

CITY OF NEWCASTLE

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

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

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

CITY OF REDMOND

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

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

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

CITY OF RENTON

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

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

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

CITY OF SAMMAMISH

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

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

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

224 CITY OF SEATTLE

225

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

227

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

229

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

231

232

233 CITY OF SHORELINE

234

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

236

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

238

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

240

241

242 SNOHOMISH COUNTY

243

244 By: Ken Klein Ken Klein

245

246 Title: Executive Director

247

248 Date: 6/26/2020

249

250

251 CITY OF WOODINVILLE

252

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

254

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

256

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

258

259

|                         |                      |
|-------------------------|----------------------|
| <b>COUNCIL USE ONLY</b> |                      |
| Approved                | <u>June 24, 2020</u> |
| Doc File                | <u>D-32</u>          |

260 TOWN OF YARROW POINT

261

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

263

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

265

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



Snohomish County

Public Works

**SNOHOMISH COUNTY COUNCIL**

**EXHIBIT # 5**

**FILE ORD 21-103**

3000 Rockefeller Ave., M/S 607  
Everett, WA 98201-4046  
(425) 388-3464  
www.snoco.org

October 31, 2018

The Honorable Dana Ralph, Mayor  
City of Kent  
220 Fourth Ave. S  
Kent, WA 98032

Re: Notice of Termination of Snohomish County participation in  
Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8

Dear Mayor Ralph:

Snohomish County is a leader in water quality improvement and salmon restoration. In August of this year, the County's 16-year Smith Island Restoration Project culminated in breaching dikes in the Snohomish River Estuary and creating 377.5 acres of new Chinook salmon habitat. We understand that our economy and quality of life are dependent on our ability to manage our surface water resources and ensure those resources will be available for generations to come. However, we can only accomplish as much as our budgets allow.

Due to budgetary constraints, Snohomish County will not be making its \$62,460 cost share payment for 2019 under the Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area 8 ("Interlocal Agreement," effective January 1, 2016). In accordance with Section 9 of the Interlocal Agreement, we are providing notice to all parties of termination of Snohomish County's participation in the Interlocal Agreement, and as a voting party in the WRIA 8 Salmon Recovery Council (SRC), effective December 31, 2018. We wish to give notice now so that the WRIA 8 Management Committee has sufficient time to plan adjustments as needed to the 2019 WRIA 8 budget.

Snohomish County is still fully committed to salmon recovery and the work of the WRIA 8 SRC, and we will continue ongoing salmon recovery activities in the Snohomish County portion of WRIA 8 (please see attached list of ongoing projects). This includes, but is not limited to, watershed scale stormwater planning, salmon recovery projects, marine stewardship, and education and outreach.

We plan to continue supporting and participating in the WRIA 8 SRC and committees, to the extent consistent within budget. If there are innovative ways to resolve this issue, we are very open to discussing them with you.

If you have any questions, please feel free to contact me at 425-388-6454.

Sincerely,

Gregg Farris, PE  
Surface Water Utility Director  
Snohomish County Public Works

cc: WRIA 8 SRC (by email only): Mike Mactutis, Jason Mulvihill-Kuntz  
Snohomish County: Dave Somers, Brian Sullivan

Attachments

## WRIA 8 ILA Party Distribution

| Jurisdiction         | Name               | Title             |
|----------------------|--------------------|-------------------|
| Beaux Arts           | John Gillem        | Mayor             |
| Bellevue             | John Chelminiak    | Mayor             |
| Bothell              | Andy Rheäume       | Mayor             |
| Clyde Hill           | George Martin      | Mayor             |
| Edmonds              | Dave Earling       | Mayor             |
| Hunts Point          | Joe Sabey          | Mayor             |
| Issaquah             | Mary Lou Pauly     | Mayor             |
| Kenmore              | David Baker        | Mayor             |
| Kent                 | Dana Ralph         | Mayor             |
| King County (Uninc.) | Dow Constantine    | Executive         |
|                      | Joe McDermott      | Council Chair     |
| Kirkland             | Amy Walen          | Mayor             |
| Lake Forest Park     | Jeff Johnson       | Mayor             |
| Maple Valley         | Sean Kelly         | Mayor             |
| Medina               | Cynthia Adkins     | Mayor             |
| Mercer Island        | Debbie Bertlin     | Mayor             |
| Mill Creek           | Pam Pruitt         | Mayor             |
| Mountlake Terrace    | Jerry Smith        | Mayor             |
| Mukilteo             | Jennifer Gregerson | Mayor             |
| Newcastle            | Allen Dauterman    | Mayor             |
| Redmond              | John Marchione     | Mayor             |
| Renton               | Denis Law          | Mayor             |
| Sammamish            | Christie Malchow   | Mayor             |
| Seattle              | Bruce Harrell      | Council President |
| Shoreline            | Will Hall          | Mayor             |
| Woodinville          | James Evans        | Mayor             |
| Woodway              | Carla Nichols      | Mayor             |
| Yarrow Point         | Richard Cahill     | Mayor             |

## Snohomish County WRIA 8 Services/Activities Benefiting Salmon Recovery

### Participation in the WRIA 8 Salmon Recovery groups

Surface Water Management staff will continue to participate in the WRIA 8 Technical Committee and Implementation Committee. *Anticipated investment - \$10,000*

### \* Fish Passage Improvements

SWM will continue to support the implementation of the Fish Passage Culvert Program which works to restore aquatic habitat by replacing county-owned culverts that prevent fish migration.

Current planned (or recently completed projects) include:

- Two culvert replacements on Golde Creek, a tributary to Scriber/Swamp Creek (2018)  
*Anticipated investment - \$498,000*
- Two culvert replacements on Tunnel Creek, a tributary to Swamp Creek (2018) *Included as part of \$7 million road improvement project*
- Three culvert replacements on tributaries to Swamp Creek (1 in 2018, 1 in 2019, and 1 in 2020)  
*Anticipated investment – greater than \$450,000*
- One culvert replacement on a tributary to North Creek (2019) *Anticipated investment - \$400,000*

### Protection and restoration of marine environment:

The Snohomish County Marine Resources Committee, staffed by Surface Water Management, promotes effective stewardship of Snohomish County's marine environment. MRC staff will continue to support project identification, development and implementation. Projects supported by MRC staff include:

- Participation on the Coastal Streams and Embayments Advisory Group - The Advisory Group informs the development of a prioritization framework to evaluate coastal embayments and streams along the railroad-impacted shoreline of Puget Sound (includes WRIA 8 shoreline).
- Support the development and implementation of Snohomish County Parks' Meadowdale Beach Park & Estuary Restoration project (PRISM # 18-1259)

### NPDES watershed planning in Little Bear Creek

SWM will continue NPDES-related efforts in Little Bear Creek, subject to funding availability. Activities in 2018 include prioritizing and developing concept plans for drainage and instream restoration projects to benefit water quality and habitat. *Anticipated investment in 2018 -- \$280,000; implementation unknown*

### Water quality and habitat monitoring

WRIA 8 streams will continue to be included in County-wide water quality and habitat monitoring under Surface Water Management's new Integrated Monitoring Program

### Education and outreach

Surface Water Management staff will continue to offer workshops for residents and businesses in WRIA 8 covering topics including Septic Care, Streamside Landowner, Natural Lawn Care, RainScaping (low impact development) and pet waste.

### Stewardship

Surface Water Management staff and Washington Conservation Corps crew will continue to steward Surface Water Management custodial properties and implement the native plant program.

### Project development and implementation

When appropriate and if resources allow, Surface Water Management staff will pursue grant funding to develop, design and implement projects to improve water quality and protect and restore salmon habitat and instream flows in WRIA 8.

Little Bear was  
closed, not  
reg 4.  
4/1  
10/2018

## INTERLOCAL AGREEMENT

## For the Watershed Basins within Water Resource Inventory Area 8

## PREAMBLE

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

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

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

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

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

**WHEREAS**, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

**WHEREAS**, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan, and

**WHEREAS**, the parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan; and

**WHEREAS**, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and



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

**WHEREAS**, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

**WHEREAS**, the parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

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

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

**WHEREAS**, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

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

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

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

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

**NOW, THEREFORE**, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto do mutually covenant and agree as follows:

## MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish; the cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville; the towns of Beaux Arts, Hunts Point, Woodway and Yarrow Point; and other interested public agencies and tribes.
  - 1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the *WRIA 8 Salmon Recovery Council* includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the *WRIA 8 Plan*. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.
  - 1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** *WRIA 8 Plan* as referred to herein is the three volume document, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
  - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the *WRIA 8 Salmon Recovery Council*, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the *WRIA 8 Salmon Recovery Council's* behalf.
  - 1.5. **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service Provider(s)* may be a party to this Agreement.

- 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, and may include but are not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the **WRIA 8 Plan**
- 2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.
- 2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.
- 2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.
- 2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.
- 2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and state wide salmon recovery forums.
- 2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

- 2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.
- 2.9 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future ESA efforts.
- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

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

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

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

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

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

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

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

- 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority and mandate to establish and adopt the following:
- 4.2.1 By September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**, as more current data become available, and in accordance with Section 2.2. Individual party cost shares may change more frequently than every three years for parties involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by, the **WRIA 8 Salmon Recovery Council**.
- 4.2.2 Review and evaluate annually the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider(s)** to this Agreement, and provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any **Service Provider(s)**, at least every three (3) years, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided. Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9 of the Agreement
- 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.
- 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or

general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

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

5. **VOTING.** The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scope of work, budget, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:

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

5.1.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.

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

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

5.1.2.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.

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

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

- 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.
  - 5.2.1 Nomination of such non-party members may be made by any member of the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.
  - 5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow non-party members to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.
  - 5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-party members, shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Sections 5.1 and a majority of the non-party members.

6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**

The **WRIA 8 Plan** shall be implemented with an adaptive management approach. Such an approach anticipates updates and amendments to the **WRIA 8 Plan**. Such amendments to be effective and binding must comply with the following provisions:

- 6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5.
- 6.2 In the event that any amendments are not so approved, they shall be returned to the committees **of the WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.



- 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8 Plan** to any state or federal agency as may be required for further action.
- 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.
- 6.5 The parties agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

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

- 7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.2, and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1, or as annexations result in changes to the area, population, and assessed value calculation for those parties involved in the annexation to the extent that the cost shares established by the formula set forth in Exhibit A would be changed for such parties by the annexation.
- 7.2 No later than September 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g. staffing) of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

7.3 Funds collected from the parties or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS**. A county or city government, or other interested public agency or tribe in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may become a party only with the written consent of all the parties. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county, city, or other public agency or tribe seeking to become a party shall jointly determine the terms and conditions under which the county, city, or other public agency or tribe may become a party. These terms and conditions shall include payment by such county, city, or other public agency or tribe to the **Fiscal Agent** of the amount determined jointly by the parties and the county, city, or other public agency or tribe to represent such county, city, or other public agency or tribe's fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the parties on its behalf as of the date the county, city, or other public agency or tribe becomes a party. Any county, city, or other public agency or tribe that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement. After the inclusion of such entity as a party to this Agreement, the formula for party contribution shall be adjusted for the following year to reflect the addition of this new party.9.

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

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such party's own negligent acts or omissions related to such party's participation and obligations under this Agreement. Each party agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.
12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the *WRIA 8 Salmon Recovery Council* or any of the parties, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the parties to this Agreement, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must approve this Agreement before any representative of such party may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

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

Approved as to form:

TOWN OF BEAUX ARTS VILLAGE:

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

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


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

Title: Mayor

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

Date: 8 Sept 2015

Approved as to form:

By: 

Title: Dep. City Atty

Date: 10/22/15

CITY OF BELLEVUE:

By: 

Title: Dep. City Mgr

Date: 10/22/2015

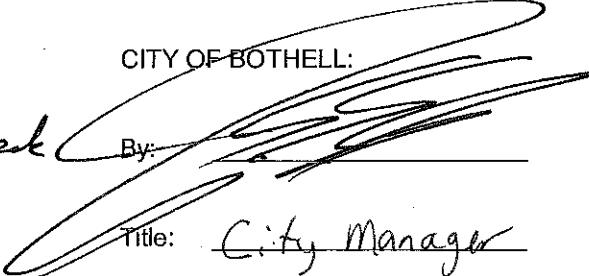
Approved as to form:

CITY OF BOTHELL:

By:

*Pat O'Connell for Joe Beck*

By:



Title:

*Assoc City Mgr*

Title:

*City Manager*

Date:

*10/27/15*

Date:

*10-28-15*

Approved as to form:

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

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

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

CITY OF CLYDE HILL:

By: Allen

Title: Mayor

Date: 8/13/15

Approved as to form:

CITY OF EDMONDS:

By:

Sharon Catta

By:

David W. Early

Title:

CITY ATTORNEY

Title:

Mayor

Date:

11-5-15

Date:

11.4.15



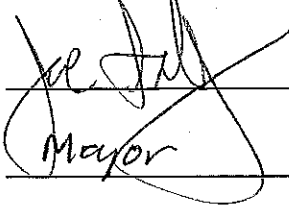
Approved as to form:

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

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

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

TOWN OF HUNTS POINT:

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

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

Date: 14 Sept 2015 \_\_\_\_\_

Approved as to form:

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

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

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

CITY OF ISSAQUAH:

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

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

Date: 7/24/15 \_\_\_\_\_

Approved as to form:

CITY OF KENMORE:

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

By: 

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

Title: CITY MANAGER

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

Date: 12/13/2015

Approved as to form:

By: Jim Bullock

Title: CITY ATTORNEY

Date: 8/21/15

CITY OF KENT:

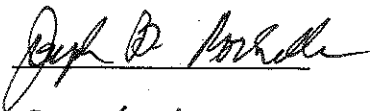
By: Ezette Cook


Title: Mayor

Date: 8/20/15

Approved as to form:

KING COUNTY

By: 

By: 

Title: Deputy Prosecutor

Title: Director, KCDNR

Date: 12/1/15

Date: 12/1/2015

Approved as to form:

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

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

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

CITY OF KIRKLAND:

By: Maulynne Beard

Title: Deputy City Manager

Date: 12/3/15

Approved as to form:

By: K. O. Pratt

Title: Interim City Attorney

Date: 7-23-15

CITY OF LAKE FOREST PARK:

By: Catherine Stanford

Title: Deputy Mayor

Date: 7-23-15

Approved as to form:

By: PTau  
Title: City Attorney  
Date: 10-15-15

CITY OF MAPLE VALLEY:

By: [Signature]  
Title: City Manager  
Date: 10/15/2015



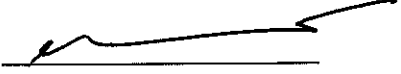
Approved as to form:

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

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

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

CITY OF MEDINA:

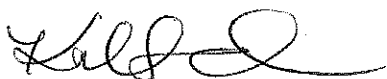
By:  \_\_\_\_\_


Title: City Manager

Date: 1-13-2016

Approved as to form:

CITY OF MERCER ISLAND:

By:   
Kari L. Sand

By: 

Title: City Attorney

Title: City Manager

Date: 11-23-15

Date: 11-30-15

Approved as to form:

By:

~~\_\_\_\_\_  
Shane Moloney~~

Title:

City Attorney

Date:

10-15-2015

CITY OF MILL CREEK:

By:

Rebecca Polyzotto

Title:

City Manager

Date:

10-16-15

Approved as to form:

CITY OF MOUNTLAKE TERRACE:

By: Greg Sch  
Title: City Attorney  
Date: 9-21-2015

By: [Signature]  
Title: INTERIM CITY MGR  
Date: 9/21/15

Approved as to form:

CITY OF MUKILTEO:

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

By: *[Signature]*

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

Title: Mayor

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

Date: 9.29.15

Approved as to form:

By: *Dawn Burtan*  
Title: *City Attorney*  
Date: *11/10/15*

CITY OF NEWCASTLE:

By: *[Signature]*  
Title: *City Manager*  
Date: *11/17/15*

Approved as to form:

By: James E. Hawley  
JAMES E. HAWLEY

Title: CITY ATTORNEY

Date: November 5, 2015

CITY OF REDMOND:

By: Michael B. O'Connell for  
John Marchione

Title: Mayor

Date: November 4, 2015

Approved as to form:

By: Lawrence Warner

Title: City Attorney

Date: 9/21/15

CITY OF RENTON:

By: Dennis Lar

Title: Mayor

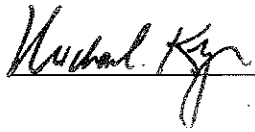
Date: 9/21/15

Attest: Jason Seth  
Jason Seth, City Clerk






Approved as to form:

By: 

Title: City Attorney

Date: October 7, 2015


CITY OF SAMMAMISH:

By: 

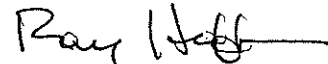
Title: City Manager

Date: October 7, 2015

Approved as to form:

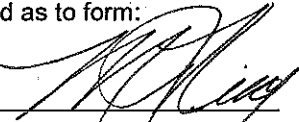
By:   
Title: Timothy Heavis  
Asst City Attorney  
Date: 7/21/15

CITY OF SEATTLE:

By:   
Title: DIRECTOR, SPO  
Date: 7/23/15

Approved as to form:

By:



Title:

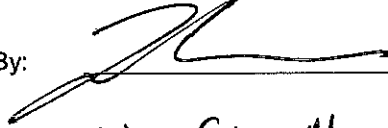
City Attorney

Date:

10-28-15

CITY OF SHORELINE:

By:



Title:

Acting City Manager

Date:

10-28-15

Approved as to form:

By: [Signature]

Title: Deputy Pros. Atty

Date: 9/14/15

SNQHOMISH COUNTY:

By: John Lovick  
[Signature]

Title: EXECUTIVE

Date: 12-18-15

|                  |                 |
|------------------|-----------------|
| COUNCIL USE ONLY |                 |
| Approved:        | <u>12-16-15</u> |
| Docfile:         | <u>D-20</u>     |

Approved as to form:

By: [Signature]

Title: Deputy Pros. Atty

Date: 9/14/15

SNOHOMISH COUNTY:

By: [Signature]

Title: EXECUTIVE

Date: 12-18-15

COUNCIL USE ONLY  
Approved: 12-16-15  
Docfile: D-20

Approved as to form:

By: [Signature]  
Title: City Attorney  
Date: 10/6/2015

CITY OF WOODINVILLE:

By: [Signature]  
Title: Interim City Manager  
Date: 10/9/15

Approved as to form:

By: Wayne Stuch

Title: Town attorney

Date: 9/22/15

TOWN OF WOODWAY:

By: Carla A. Nichols

Title: MAYOR

Date: Sep. 21, 2015

Approved as to form:

By: Amos Jaseya Warhul

Title: Clerk Treasurer

Date: October 19 2015

TOWN OF YARROW POINT:

By: [Signature]

Title: Mayor

Date: October 19 2015



# Exhibit A

## Regional Watershed Funding

### WRIA Based Cost-share: WRIA 8

For 2016

Total : \$553,713

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

WRIA 8 Salmon Recovery Council approved 3-19-15

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

NOTE: King County land area excludes the Upper Cedar basin

DATA SOURCES:

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

Adopted: 12-16-15  
Effective: 12-28-15

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 15-087

APPROVING AND AUTHORIZING THE SNOHOMISH COUNTY EXECUTIVE  
TO SIGN THE WRIA 8 INTERLOCAL AGREEMENT TO ALLOW  
CONTINUATION OF WATERSHED PLANNING AND CONSERVATION  
EFFORTS

WHEREAS, the county and city governments of Snohomish and King counties (the "parties"), lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington-Cedar, Sammamish and Central Puget Sound watersheds, share mutual interests in addressing long-term watershed planning and conservation for the watershed basins therein; and

WHEREAS, on February 14, 2007, the Snohomish County Council ("County Council") passed Ordinance No. 07-003 authorizing the Snohomish County Executive ("County Executive") to execute an interlocal agreement with the jurisdictions within the WRIA 8 boundary for the period 2007 through 2015; and

WHEREAS, the parties wish to continue providing joint planning, funding and implementation of various projects and activities associated with watershed planning and conservation within WRIA 8 under a new interlocal agreement through December 31, 2025; and

WHEREAS, the County Council finds that it is in the best interests of Snohomish County to continue such cooperative efforts; and

WHEREAS, the interlocal agreement attached to this ordinance as Exhibit A is authorized by the Interlocal Cooperation Act, chapter 39.34 RCW; and

WHEREAS, the County Council held a public hearing on December 16, 2015, to consider approving and authorizing the County Executive to sign the agreement attached as Exhibit A to this ordinance on the County's behalf;

NOW, THEREFORE BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

1           Section 2. The County Council approves and authorizes the County  
2 Executive to execute the Interlocal Agreement by and among Snohomish County  
3 and jurisdictions within the WRIA 8 boundary in the form attached hereto as  
4 Exhibit A.

5  
6  
7  
8           PASSED this 16<sup>th</sup> day of December 2015.

9  
10  
11 ATTEST:

12  
13 [Signature]  
14 Clerk of the Council, ASST.

15  
16  
17  APPROVED

18  
19 ( ) EMERGENCY

20  
21 ( ) VETOED

22  
23  
24 ATTEST: [Signature]

25  
26 Approved as to form only:

27 [Signature] 9/16/15  
28  
29 Deputy Prosecuting Attorney  
30

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

[Signature]  
Council Chair

DATE: 12-18-15

[Signature]  
John Lovick  
County Executive

D-20

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

EXHIBIT A  
to  
ORDINANCE NO. 15-087

INTERLOCAL AGREEMENT FOR WATERSHED BASINS WITHIN WATER  
RESOURCE MANAGEMENT AREA 8

*[See Attached]*

## INTERLOCAL AGREEMENT

### For the Watershed Basins within Water Resource Inventory Area 8

#### PREAMBLE

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

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

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

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

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

**WHEREAS**, the parties have participated in an Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

**WHEREAS**, the parties took formal action in 2005 and 2006 to ratify the WRIA 8 Plan, and

**WHEREAS**, the parties have participated in an extension of the 2001-2005 Interlocal Agreement and an Interlocal Agreement for the years 2007-2015 to implement the WRIA 8 Plan; and

**WHEREAS**, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

## WRIA 8 ILA Party Distribution

| Jurisdiction         | Name               | Title             |
|----------------------|--------------------|-------------------|
| Beaux Arts           | John Gillem        | Mayor             |
| Bellevue             | John Chelminiak    | Mayor             |
| Bothell              | Andy Rheäume       | Mayor             |
| Clyde Hill           | George Martin      | Mayor             |
| Edmonds              | Dave Earling       | Mayor             |
| Hunts Point          | Joe Sabey          | Mayor             |
| Issaquah             | Mary Lou Pauly     | Mayor             |
| Kenmore              | David Baker        | Mayor             |
| Kent                 | Dana Ralph         | Mayor             |
| King County (Uninc.) | Dow Constantine    | Executive         |
|                      | Joe McDermott      | Council Chair     |
| Kirkland             | Amy Walen          | Mayor             |
| Lake Forest Park     | Jeff Johnson       | Mayor             |
| Maple Valley         | Sean Kelly         | Mayor             |
| Medina               | Cynthia Adkins     | Mayor             |
| Mercer Island        | Debbie Bertlin     | Mayor             |
| Mill Creek           | Pam Pruitt         | Mayor             |
| Mountlake Terrace    | Jerry Smith        | Mayor             |
| Mukilteo             | Jennifer Gregerson | Mayor             |
| Newcastle            | Allen Dauterman    | Mayor             |
| Redmond              | John Marchione     | Mayor             |
| Renton               | Denis Law          | Mayor             |
| Sammamish            | Christie Malchow   | Mayor             |
| Seattle              | Bruce Harrell      | Council President |
| Shoreline            | Will Hall          | Mayor             |
| Woodinville          | James Evans        | Mayor             |
| Woodway              | Carla Nichols      | Mayor             |
| Yarrow Point         | Richard Cahill     | Mayor             |

## Snohomish County WRIA 8 Services/Activities Benefiting Salmon Recovery

### Participation in the WRIA 8 Salmon Recovery groups

Surface Water Management staff will continue to participate in the WRIA 8 Technical Committee and Implementation Committee. *Anticipated investment - \$10,000*

### \* Fish Passage Improvements

SWM will continue to support the implementation of the Fish Passage Culvert Program which works to restore aquatic habitat by replacing county-owned culverts that prevent fish migration.

Current planned (or recently completed projects) include:

- Two culvert replacements on Golde Creek, a tributary to Scriber/Swamp Creek (2018)  
*Anticipated investment - \$498,000*
- Two culvert replacements on Tunnel Creek, a tributary to Swamp Creek (2018) *Included as part of \$7 million road improvement project*
- Three culvert replacements on tributaries to Swamp Creek (1 in 2018, 1 in 2019, and 1 in 2020)  
*Anticipated investment – greater than \$450,000*
- One culvert replacement on a tributary to North Creek (2019) *Anticipated investment - \$400,000*

### Protection and restoration of marine environment:

The Snohomish County Marine Resources Committee, staffed by Surface Water Management, promotes effective stewardship of Snohomish County's marine environment. MRC staff will continue to support project identification, development and implementation. Projects supported by MRC staff include:

- Participation on the Coastal Streams and Embayments Advisory Group - The Advisory Group informs the development of a prioritization framework to evaluate coastal embayments and streams along the railroad-impacted shoreline of Puget Sound (includes WRIA 8 shoreline).
- Support the development and implementation of Snohomish County Parks' Meadowdale Beach Park & Estuary Restoration project (PRISM # 18-1259)

### NPDES watershed planning in Little Bear Creek

SWM will continue NPDES-related efforts in Little Bear Creek, subject to funding availability. Activities in 2018 include prioritizing and developing concept plans for drainage and instream restoration projects to benefit water quality and habitat. *Anticipated investment in 2018 -- \$280,000; implementation unknown*

### Water quality and habitat monitoring

WRIA 8 streams will continue to be included in County-wide water quality and habitat monitoring under Surface Water Management's new Integrated Monitoring Program

### Education and outreach

Surface Water Management staff will continue to offer workshops for residents and businesses in WRIA 8 covering topics including Septic Care, Streamside Landowner, Natural Lawn Care, RainScaping (low impact development) and pet waste.

### Stewardship

Surface Water Management staff and Washington Conservation Corps crew will continue to steward Surface Water Management custodial properties and implement the native plant program.

### Project development and implementation

When appropriate and if resources allow, Surface Water Management staff will pursue grant funding to develop, design and implement projects to improve water quality and protect and restore salmon habitat and instream flows in WRIA 8.

Little Bear was  
closed, not  
reg 4.  
4/1  
voluntary