

1 INTERLOCAL AGREEMENT

2 For the Governmental Jurisdictions within the Greater Hall Lake, Hall Creek,  
3 Chase Lake, Echo Lake, Lake Ballinger, McAleer Creek Watershed  
4

5 PREAMBLE

6 THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and  
7 among the eligible county and city governments executing this Agreement that are located in King  
8 and Snohomish Counties, lying wholly or partially within the Watershed Area defined in Section  
9 1.1 below (individually for those executing this Agreement "Member Jurisdiction" and collectively  
10 "Member Jurisdictions"). The Member Jurisdictions share interests in and responsibility for  
11 addressing long-term watershed planning and conservation and wish to provide for development  
12 of various activities and projects therein.  
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14 MUTUAL COVENANTS AND AGREEMENTS

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

17 1.1 **WATERSHED AREA:** The *Watershed Area* is defined as those waters draining to Lake  
18 Washington through surface and subsurface natural or constructed water conveyance  
19 systems consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger,  
20 McAleer Creek and all other known surface and subsurface tributary drainages along with  
21 the associated pipe conveyance systems connected to existing surface conveyance as  
22 further delineated on the watershed map attached as Exhibit A. Additional tributary  
23 drainage areas identified in the future that are not currently listed on Exhibit A may be  
24 added to the Exhibit A by amendment of this Agreement.

25 1.2 **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement  
26 as *Member Jurisdictions* are Snohomish County, and the Cities of Edmonds, Lake  
27 Forest Park, Lynnwood, Mountlake Terrace and Shoreline.

28 1.3 **MEMBER JURISDICTION:** A *Member Jurisdiction* as referred to herein is a  
29 government eligible for participation in this Agreement that has executed this Agreement.

30 1.4 **HALL LAKE, HALL CREEK, CHASE LAKE, ECHO LAKE, LAKE BALLINGER,  
31 McALEER CREEK WATERSHED FORUM:** The *Hall Lake, Hall Creek, Chase Lake,  
32 Echo Lake, Lake Ballinger, McAleer Creek Watershed Forum* (hereinafter referred to  
33 as the *Forum*) created herein is the governing body responsible for implementing this  
34 Agreement and is comprised of designated representatives of *Eligible Jurisdictions*  
35 who have authorized the execution of and become *Member Jurisdictions* of this  
36 Agreement.

37 1.5 **STRATEGIC ACTION PLAN:** *The Strategic Action Plan* as referred to herein is the  
38 plan to address water resource within the *Watershed Area* developed as provided in this

1 Agreement. The plan shall identify specific actions and projects to address the identified  
2 water resource issues.

3 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to the City of Edmonds. The *Fiscal Agent*  
4 will perform all accounting and contract management services for the *Forum*, as it may  
5 require, in accordance with the requirements of Chapter 39.34 RCW.

6 1.7 **STAFF COMMITTEE:** The *Staff Committee* is composed of technical staff members of  
7 each *Member Jurisdiction* who are assigned to carry out actions as directed by the  
8 *Forum*. A staff member from the Department of Ecology may be designated to serve in  
9 an advisory capacity on the *Staff Committee* through the *Phase I activities* process.  
10 Other governmental advisors may be considered for inclusion under the provisions of  
11 Section 4.

12 1.8 **PHASE I AND PHASE II ACTIVITIES:** *Phase I activities* shall consist of development  
13 of the **STRATEGIC ACTION PLAN** with funding provided by the State Legislature  
14 through the Washington State Department of Ecology and completed in the fiscal year  
15 ending June 30, 2009. *Phase II activities* shall consist of any additional work authorized  
16 by the *Forum* and undertaken by the *Staff Committee* to finalize and prepare the  
17 **STRATEGIC ACTION PLAN** for approval by the *Forum* and for consideration and  
18 adoption by each *Member Jurisdictions* legislative body. This phased approach  
19 recognizes that finalization of the *Strategic Action Plan* and consideration and adoption  
20 of the *Strategic Action Plan* by each *Member Jurisdiction* may extend past the June  
21 30, 2009 fiscal year funding deadline.

22  
23 2. **PURPOSES.** The purposes of this Agreement include the following:

24 2.1 To provide a mechanism and governance structure for the development and  
25 implementation of the *Strategic Action Plan*.

26 2.2 To provide a mechanism for securing technical assistance and any available funding from  
27 state agencies, federal agencies or other sources to develop and implement the  
28 *Strategic Action Plan*.

29 2.3 To provide a framework for cooperation and coordination among the member jurisdictions  
30 on issues relating to the development and implementation of the *Strategic Action Plan*.

31 2.4 To develop and articulate to state and federal legislators, watershed based positions on  
32 stormwater management issues, conservation issues, funding or any other issues jointly  
33 identified by the *Member Jurisdictions*.

34 2.5 To provide for the ongoing participation of citizens and other stakeholders in such efforts  
35 and to ensure continued public outreach efforts to educate and garner support for current  
36 and future watershed conservation efforts. The Forum will consider citizen and

1 stakeholder input along with other public input in the development of the **Strategic**  
2 **Action Plan**.

3 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the  
4 authority or role of any individual **Member Jurisdiction** or water quality policy body.  
5

6 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by  
7 **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided  
8 that after such execution, this Agreement shall be posted on the web site of each **Member**  
9 **Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this  
10 Agreement shall remain in effect, unless terminated as provided in Section 9, until July 1, 2010;  
11 provided, however, that this Agreement may be extended for such additional terms as the  
12 **Member Jurisdictions** may agree to in writing.  
13

14 4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby  
15 establish the **Forum** to serve as the formal governance structure for carrying out the purposes of  
16 this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee  
17 and an alternate (elected official or designee and alternate hereinafter referred to as designee) to  
18 serve as its representative on the **Forum** along with one (1) technical staff member to serve on  
19 the staff committee.

20 4.1 Upon the effective execution of this Agreement and the appointment of designees from  
21 each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose,  
22 according to the voting provisions of Section 5, representatives to serve as **Forum Chair**  
23 and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings  
24 including the development of the agendas, running the meeting and providing leadership  
25 to the **Forum**.

26 4.2 The **Forum** shall have the authority and mandate to do the following:

27 4.2.1 Approve a Request for Qualifications (RFQ) to secure a vendor to develop the  
28 **Strategic Action Plan** once funds are received from the granting agency. RFQ  
29 documentation will be developed by the **Staff Committee**. The **Staff Committee**  
30 shall interview one or more applicants and recommend a vendor to the **Forum**  
31 for approval. The **Fiscal Agent** will provide vendor contracting and  
32 administrative services according to the provisions of Section 7.

33 4.2.2 Review **Staff Committee** progress on development of the **Strategic Action Plan**  
34 on a quarterly basis and provide for whatever actions it deems appropriate to  
35 ensure that such development is efficiently, effectively and responsibly delivered  
36 in the performance of this Agreement.

- 1 4.2.3 By June 30, 2009 develop a **Strategic Action Plan** for the **Watershed Area** to  
2 address water resource related concerns.
- 3 4.2.4 Finalize and approve the **Strategic Action Plan** by January 1, 2010 for  
4 consideration and adoption by the legislative bodies of the **Member**  
5 **Jurisdictions** by July 1, 2010.
- 6 4.2.5 Oversee and administer the allocation of resources available to the **Forum** to  
7 develop the **Strategic Action Plan**.
- 8 4.3 The **Forum** designees may adopt other rules and procedures that are consistent with its  
9 purposes as stated herein and are necessary for its operation according to the voting  
10 provisions of Section 5.

11

12 5. **VOTING.** The **Forum** designees shall make decisions, approve goals and objectives, specify  
13 work priorities and perform any other actions necessary to carry out the purposes of this  
14 Agreement as follows:

- 15 5.1 No action or binding decision will be taken by the **Forum** without the presence of a  
16 quorum of active **Member Jurisdiction** designees. A quorum exists if a majority of the  
17 **Member Jurisdiction** designees are present at the **Forum** meeting. The voting  
18 procedures provided for in 5.2 and 5.3 are conditioned upon there being a quorum of the  
19 active **Member Jurisdiction** designees present for any action or decision to be effective  
20 and binding.
- 21 5.2 Decisions shall be made using a consensus model as much as possible. Each designee  
22 agrees to use their best effort and exercise good faith in consensus decision-making.  
23 Consensus may be reached by unanimous agreement of the **Member Jurisdiction**  
24 designees at the meeting or by a majority recommendation agreed upon by the **Member**  
25 **Jurisdiction** designees.
- 26 5.3 In the event consensus cannot be achieved, as determined by rules and procedures  
27 adopted by the **Forum**, the **Forum** shall take action on a majority basis, as follows:
- 28 5.3.1 Each **Member Jurisdiction**, through its appointed designee, may cast its vote in  
29 connection with a proposed **Forum** action.
- 30 5.3.2 For any action subject to voting to be deemed approved, an affirmative vote must  
31 be cast by a majority of the **Member Jurisdiction** designees. No action shall be  
32 valid and binding on the **Member Jurisdiction** until it shall receive majority of  
33 votes of the total number of **Member Jurisdiction** designees. A vote of  
34 abstention shall be recorded as a "no" vote.

35

36 6. **CREATION, APPROVAL AND RATIFICATION OF THE WATERSHED STRATEGIC ACTION**  
37 **PLAN.** The **Strategic Action Plan** shall be developed, and recommended by the **Staff**

1 **Committee**, approved by the **Forum** and subject to consideration and adoption by the legislative  
2 bodies of the **Member Jurisdictions** subject to the following:

3 6.1 The **Staff Committee** shall be responsible for the development and recommendation of  
4 the **Strategic Action Plan** consistent with the purposes of this Agreement.

5 6.2 The **Forum** shall act to approve or remand the **Strategic Action Plan** within 60 days of  
6 receipt of the final **Strategic Action Plan** from the **Staff Committee**. In the event the  
7 **Strategic Action Plan** is not so approved, it shall be returned to the **Staff Committee** for  
8 further consideration and amendment and thereafter returned to the **Forum** for decision.

9 6.3 After approval of the **Strategic Action Plan** by the **Forum**, the **Strategic Action Plan**  
10 shall be referred to the legislative body of each **Member Jurisdiction** for consideration  
11 and adoption. Consideration and adoption means an affirmative action, evidenced by a  
12 resolution, motion, or ordinance of the legislative body of each **Member Jurisdiction** by  
13 a majority of the eligible **Member Jurisdictions**.

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15 7. **OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.**

16 7.1 No funding obligations are anticipated on the part of each **Member Jurisdiction** under  
17 Phase I or Phase II of the Agreement unless otherwise approved by the **Forum** and  
18 adopted by the legislative body of the **Member Jurisdiction**.

19 7.2 Funds collected from any source on behalf of the **Forum** shall be maintained in a special  
20 fund by the **Fiscal Agent** as *ex officio* treasurer on behalf of the **Forum** pursuant to rules  
21 and procedures established and agreed to by the **Forum**. The **Fiscal Agent** shall also  
22 serve as the contractual agent for the **Member Jurisdictions** in acquiring any services  
23 needed in the development of the **Strategic Action Plan** as directed by the **Forum**. The  
24 **Fiscal Agent** shall establish billing practices and collection procedures and any other  
25 procedures as may be necessary to provide for its efficient administration and operation.  
26 Any **Member Jurisdiction** may inspect and review all records maintained in connection  
27 with the special fund maintained by the **Fiscal Agent** at any reasonable time.

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29 8. **LATECOMERS.** An Eligible jurisdiction listed in Section 1.2 which has not become a **Member**  
30 **Jurisdiction** within six (6) months of the effective date of this Agreement may become a **Member**  
31 **Jurisdiction** only with the written consent of all the **Member Jurisdiction**. The provisions of  
32 Section 5 otherwise governing decisions of the **Forum** shall not apply to this Section 8. The  
33 **Member Jurisdiction** and the county or city seeking to become a **Member Jurisdiction** shall  
34 jointly determine the terms and conditions under which the county or city may become a **Member**  
35 **Jurisdiction**. These terms and conditions shall include payment by such county or city to the  
36 **Member Jurisdiction** of the amount determined jointly by the **Member Jurisdiction** and the  
37 county or city to represent such county or city's fair and proportionate share of all costs

1 associated with activities undertaken by the *Forum* and the *Member Jurisdiction* on its behalf  
2 as of the date the county or city becomes a *Member Jurisdiction*. Any county or city that  
3 becomes a *Member Jurisdiction* pursuant to this section shall thereby assume the general  
4 rights and responsibilities of all other *Member Jurisdictions*.

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6 9. **TERMINATION.** This Agreement may be terminated by any *Member Jurisdiction*, as to that  
7 *Member Jurisdiction* only, upon sixty (60) days written notice to the other *Member*  
8 *Jurisdictions*. The terminating *Member Jurisdiction* shall remain fully responsible for meeting  
9 all of its funding obligations for expenditures authorized by the jurisdiction prior to the date of the  
10 notice. This Agreement may be terminated at any time by the written agreement of all *Member*  
11 *Jurisdictions*.

12  
13 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the  
14 limited purposes set forth in this Agreement, each *Member Jurisdiction* shall protect, defend,  
15 hold harmless and indemnify the other *Member Jurisdictions* to include the officers, employees,  
16 agents and contractors of the *Member Jurisdiction*, while acting within the scope of their  
17 employment as such, from and against any and all claims (including demands, suits, penalties,  
18 liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or  
19 in any way resulting from such *Member Jurisdiction's* own negligent acts or omissions, torts  
20 and wrongful or illegal acts related to such *Member Jurisdiction's* participation and obligations  
21 under this Agreement. Each *Member Jurisdiction* agrees that its obligations under this  
22 subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of  
23 its employees or agents. For this purpose, each *Member Jurisdiction*, by mutual negotiation,  
24 hereby waives, with respect to the other *Member Jurisdictions* only, any immunity that would  
25 otherwise be available against such claims under the industrial insurance act provisions of Title  
26 51 RCW. The provisions of this subsection shall survive and continue to be applicable to  
27 *Member Jurisdictions* exercising the right of termination pursuant to Section 9.

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29 11. **NO ASSUMPTION OF LIABILITY.** In no event do the *Member Jurisdictions* intend to assume  
30 any responsibility, risk or liability of any other *Member Jurisdiction* or otherwise with regard to  
31 any *Member Jurisdiction's* duties or any act, statute or regulation of any local municipality or  
32 government, the State of Washington or the United States.

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34 12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed  
35 that, in entering into this Agreement, no *Member Jurisdiction* is committing to adopt or  
36 implement any actions or recommendations that may be contained in the *Strategic Action Plan*  
37 pursuant to this Agreement.

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13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Member Jurisdiction** 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 **Member Jurisdiction** that 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 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 **Forum** or any of the **Member Jurisdictions**, 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 **Member Jurisdictions**, represented by affirmative action by their legislative bodies.

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

17. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each **Member Jurisdiction** must approve this Agreement before any representative of such **Member Jurisdiction** may execute this Agreement.

18. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.

19. **ATTORNEY FEES.** In the event a **Member Jurisdiction** brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing **Member Jurisdiction** shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.

1 **IN WITNESS WHEREOF**, the **Member Jurisdictions** hereto have executed this Agreement on the dates  
2 indicated below:

3  
4 Approved as to form:

5 By: W. Scott Snyder  
6  
7 Title: City Attorney  
8  
9 Date: 8-15-2008

CITY OF EDMONDS

By: [Signature]  
Title: Mayor Haakenson  
Date: 8-15-2008

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12  
13 Approved as to form:

14 By: Hoang Leon  
15  
16 Title: Asst. City Attorney  
17  
18 Date: 9-25-08

CITY OF LAKE FOREST PARK

By: [Signature]  
Title: 9-25-08  
Date: \_\_\_\_\_

20  
21  
22 Approved as to form:

23 By: [Signature]  
24  
25 Title: City Attorney  
26  
27 Date: 7/16/08

CITY OF LYNNWOOD

By: [Signature]  
Title: MAYOR  
Date: 7-21-08

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31  
32  
33 Approved as to form:

34 By: [Signature]  
35  
36 Title: City Attorney  
37  
38 Date: Aug 27-2008

CITY OF MOUNTLAKE TERRACE

By: [Signature]  
Title: City Manager  
Date: 8-25-2008

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Approved as to form:

By: [Signature]

Title: City Attorney

Date: 9/19/08

CITY OF SHORELINE

By: [Signature]

Title: City Manager

Date: 9/22/08

Approved as to form:

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

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

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

SNOHOMISH COUNTY

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

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

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