

**Memorandum of Understanding Between WRIA 9 Watershed Ecosystem Forum
and King County Department of Natural Resources and Parks
for Provision of Salmon Habitat Plan Implementation Services
May 14, 2015**

This memorandum of understanding (MOU) sets out the services to be furnished by the King County Department of Natural Resources and Parks, hereinafter referred to as the "Service Provider" or "KCDNRP," to the Water Resources Inventory Area (WRIA) 9 Watershed Ecosystem Forum (WEF), pursuant to an interlocal agreement under which participating municipalities in WRIA 9 have agreed to work together from 2016 through 2025 ("ILA"). The services include an attached scope of work and staffing for 2016, and for subsequent years upon approval by the WRIA 9 Watershed Ecosystem Forum (WEF), dispute resolution procedures, budgeting principles, and billing and payment procedures. Unless modified by written agreement of the parties hereto, the provisions of this MOU shall carry forward for each year that the ILA remains in effect.

1. Scope of Work for the 2016 ILA

The Service Provider will provide in 2016 services consistent with the scope of work described in Attachment A. The 2016 scope of work was approved by the WRIA 9 WEF on May 14, 2015. The 2016 scope of work includes the work of the WEF consisting of a combination of the WRIA 9 ILA Parties and other stakeholders. The WEF functions as both: (1) an advisory body to the WRIA 9 ILA Parties to make recommendations concerning protecting and restoring the ecosystem of the Green-Duwamish River and Central Puget Sound Watershed (WRIA 9), including monitoring implementation of the WRIA 9 Salmon Habitat Plan; and (2) the local citizens committee, also known as the Lead Entity under state law, to develop prioritized habitat project lists for funding consideration by the Salmon Recovery Funding Board. The evaluation and ranking of habitat project lists will be done by a local technical team that also makes recommendations to the WEF on the priorities of habitat projects. Attachment B is the organizational chart that depicts the WRIA 9 organization established through the ILA and this MOU and its appurtenant scope of work. For the years subsequent to 2016 for which the ILA remains in effect, scopes of work that are approved by the WEF shall be attached hereto and made a part hereof upon such approval without further action being required of the WEF.

2. Revisions to the Scope of Work

The WRIA 9 Management Committee (MC), the Service Provider, or the WEF may present recommendations for changes or revisions to the scope of work during the course of the year. Changes to the scope of work need to be approved by the WEF, pursuant to the terms of the ILA, and will not increase the total budget for the year without approval by the WEF according to the terms of the ILA. The budget for 2016 may not be increased beyond what was agreed to in the ILA without identification of separate state, federal, or grant revenues to fund the change.

3. WRIA 9 ILA Budget Increases

For the WRIA 9 program budget, the annual increases will stay within the Consumer Price Index for Wages. The WRIA 9 parties to the ILA may revisit this policy annually if the services needed by the WEF change or costs for existing services exceed the Consumer Price Index for Wages.

4. Description of Staff and Nature of Employment

Staff provided under this MOU shall be as established by the Scope of Work approved by the WEF on May 14, 2015. Staff are employees of the Service Provider and all matters concerning payroll, benefits, safety, leave, or other incidents of employment are the responsibility of the Service Provider.

5. Responsibilities of the WRIA 9 Salmon Recovery Manager

The WRIA 9 Salmon Recovery Manager shall:

- a. Be responsible for the supervision of all Service Provider staff provided under the ILA in their performance of services under this MOU;
- b. Be the primary point of contact between the Service Provider and the WEF, its members, and its MC;
- c. Work with the MC and its chair and vice chair, WEF co-chairs, or designees to schedule, plan, prepare materials for, and otherwise staff meetings of the WEF, to be held within the watershed area;
- d. Work with the WEF to schedule, plan, prepare materials for, and otherwise staff meetings of the WEF;
- e. Report to the MC, as directed by the WEF;

- f. Coordinate with jurisdictions and others contributing technical and policy work in support of Salmon Habitat Plan implementation; and
- g. Perform other duties as described in Attachment A.

6. Dispute Resolution Procedures

The WRIA 9 Salmon Recovery Manager shall be responsible for mediating or otherwise resolving any issues or problems that arise between the WEF or its participating municipalities and staff provided under the ILA. If a dispute is not resolved, the Executive Director and one or more members of the MC of the WEF should apply to the KCDNRP Water and Land Resources Division Manager for assistance or relief.

7. Billing and Payment Procedures

The following protocols for billing and payment shall be followed:

- a. Participating municipalities shall notify the Service Provider, as fiscal agent for the WEF, of the amounts approved by their legislative bodies by December 1 of the preceding year or as soon as possible thereafter;
- b. Should some municipalities fail to approve their assessments and insufficient revenues be available to fulfill the approved scope of work, then the Service Provider shall consult with MC and advisory bodies authorized by the WEF, as soon as practicable, for the purpose of recommending adjustments necessary to the approved work program to meet the revenues anticipated;
- c. The Service Provider as fiscal agent will provide participating municipalities with three invoices, each representing one-third (1/3) of the total of their respective portions of the approved annual budget. The first trimester will end April 30 and the first invoice will be sent approximately May 15. The second trimester will end August 31 and the second invoice will be sent approximately September 15. The third trimester will end December 31 and the final invoice will be sent approximately March 15 of the following year. Invoices will be considered past due if not paid within 45 days of invoice date. The Service Provider will disclose past due invoices or accounts at any time to the WEF or its MC. Participating municipalities may make a single payment for their respective portion of the approved budget at the start of the year or upon receipt of their first invoice;

- d. By March 15 of the following year, the Service Provider as fiscal agent will provide participating municipalities itemized invoices reconciling the total annual expenditures for the previous year -- consistent with the approved budget -- with payments received from participating municipalities during the year, and providing credit where applicable; and
- e. Participating municipalities wishing to inspect and review records maintained in connection with costs, billing, and payments for services provided under the ILA should contact the manager of the Finance and Administration Section of the Water and Land Resources Division of KCDNRP, who will make the records available in a timely manner at the offices of KCDNRP; and
- f. The billing and payment procedures of this section shall carry through year to year during the timeframe of the WRIA 9 ILA.

8. Technical Data Release

Each jurisdiction will control its technical data and may specify protocols for release of that data.


Signed:

For King County Department
of Natural Resources and Parks:

By: 
Christie True, Director

Date: 12/2/2015

For WRIA 9 Watershed Ecosystem Forum:

By: 
Marla Mhoon, Councilmember
City of Covington, Co-Chair

Date: 12/07/2015

By: 
Bill Peloya, Councilmember
City of Auburn, Co-Chair

Date: 9 DEC 2015

**WRIA 9 Scope of Work for 2015 – 2016
ILA, Lead Entity, FCD, and Contract Services
May 14, 2015**

Watershed Ecosystem Forum Coordination

- Schedule and staff four WRIA 9 Watershed Ecosystem Forum (WEF) meetings at key decision points in implementing and monitoring of the WRIA 9 Salmon Habitat Plan (Habitat Plan) and preparing the scope of work and budget for work to be cost-shared after 2014.
- Selective participation in and coordination with State and Puget Sound regional efforts, such as the Puget Sound Partnership (South Central Action Area Caucus Group and Salmon Recovery Council), the Washington Salmon Coalition, the Puget Sound Nearshore Ecosystem Restoration Project, and regional or sub-regional efforts.
- Schedule and staff four WRIA 9 Management Committee (MC) meetings to oversee the 2015-2016 ILA-funded work program.
- Provide information to jurisdictions as practicable.
- Coordinate with city and county staff and elected officials as practicable.
- Develop information and presentations for briefing cities and King County on a new ILA for watershed services. Coordinate presentations to city and county councils.

WRIA 9 Plan Implementation

- Coordinate with multiple agencies on regulatory, technical, funding, and policy programs and issues, including the WRIA 9 Regional Stormwater Retrofit project, King County's floodplain System-Wide Improvement Framework, statewide Floodplains by Design program, and Puget Sound Partnership South Central Caucus Group.
- Work with the WEF to facilitate the implementation and monitoring of the Habitat Plan.
- Work with the WEF to update the Habitat Plan.
- Implement adaptive management plan and monitoring program and protocols, and support the Implementation Technical Committee (ITC) pursuant to availability of county and city staff and other participants, contracted staff, and funding. Provide technical support to and coordination of habitat project development.
- Prepare two-three page report on achievements at end of year.
- Prioritize and track projects and programs.
- Provide region-wide Monitoring and Adaptive Management support. Provide analysis, products, and technical support to the WRIA 9 Core Team in developing WRIA 9's chapter for the Puget Sound Monitoring and Adaptive Management project.
- Work on proposed new initiatives with MC approval.

ATTACHMENT A: WRIA 9 MOU 2016 - 2025

Capital Projects Implementation

- Coordinate cross-jurisdictional implementation of projects identified as WRIA 9 priorities.
- Help to establish partnerships and seek funding for high priority capital projects (e.g., projects funded by the watershed allocation of King County Flood Control District Cooperative Watershed Management grants, Puget Sound Partnership, State Salmon Recovery Funding Board, Aquatic Lands Enhancement Account, Estuary and Salmon Restoration Program, Puget Sound Acquisition and Restoration, Conservation Futures, Floodplains by Design, Urban Waters Federal Partnership, King Conservation District and other funds).
- Continue to track progress on existing King Conservation District grant agreements and the Shared Endeavor program to jointly implement nearshore projects.
- Pursuant to agreements with the King County Flood Control District and the collection of revenue in 2015-2016, administer the WRIA 9 WEF/Flood Control District grant/funding program (on behalf of the WEF).
- Develop and manage the long-term WRIA-wide capital facility plan, and three-year capital improvement program/Habitat Work Schedule.
- Support the WEF in developing, prioritizing, and presenting project recommendations to the State Salmon Recovery Funding Board for funding.
- Coordinate regional aspects of the Duwamish/Green River Ecosystem Restoration Project.
- Coordinate Water and Air Quality Small Grant programs in partnership with King County Wastewater Treatment Division.

Planning, Stewardship, Communications, and Public Outreach

- Continue to work with Puget Sound Partnership to finalize the Monitoring and Adaptive Management framework for WRIA 9 that will be included in the Puget Sound Monitoring and Adaptive Management Plan (depending on funding to support work).
- Facilitate meetings and coordinate the work of the ITC.
- Organize field trips or other informational opportunities for the WEF and state and federal elected officials. Conduct a yellow bus tour.
- Produce the WRIA 9 Wire.
- Coordinate with jurisdictions and Puget Sound Partnership on implementing education and stewardship programs identified by the Habitat Plan.
- Coordinate a public outreach and involvement and marketing/communications strategy for the WRIA 9 plan implementation process. Products could include:
 - Marketing/communications plan;
 - Interpretive materials to help engage the public in the WRIA 9 implementation and monitoring process; and
 - Habitat Project Fact Sheets.
- Develop media press releases and communication material
- Track National Marine Fisheries Service planning approach for Puget Sound steelhead recovery.

ATTACHMENT A: WRIA 9 MOU 2016 - 2025

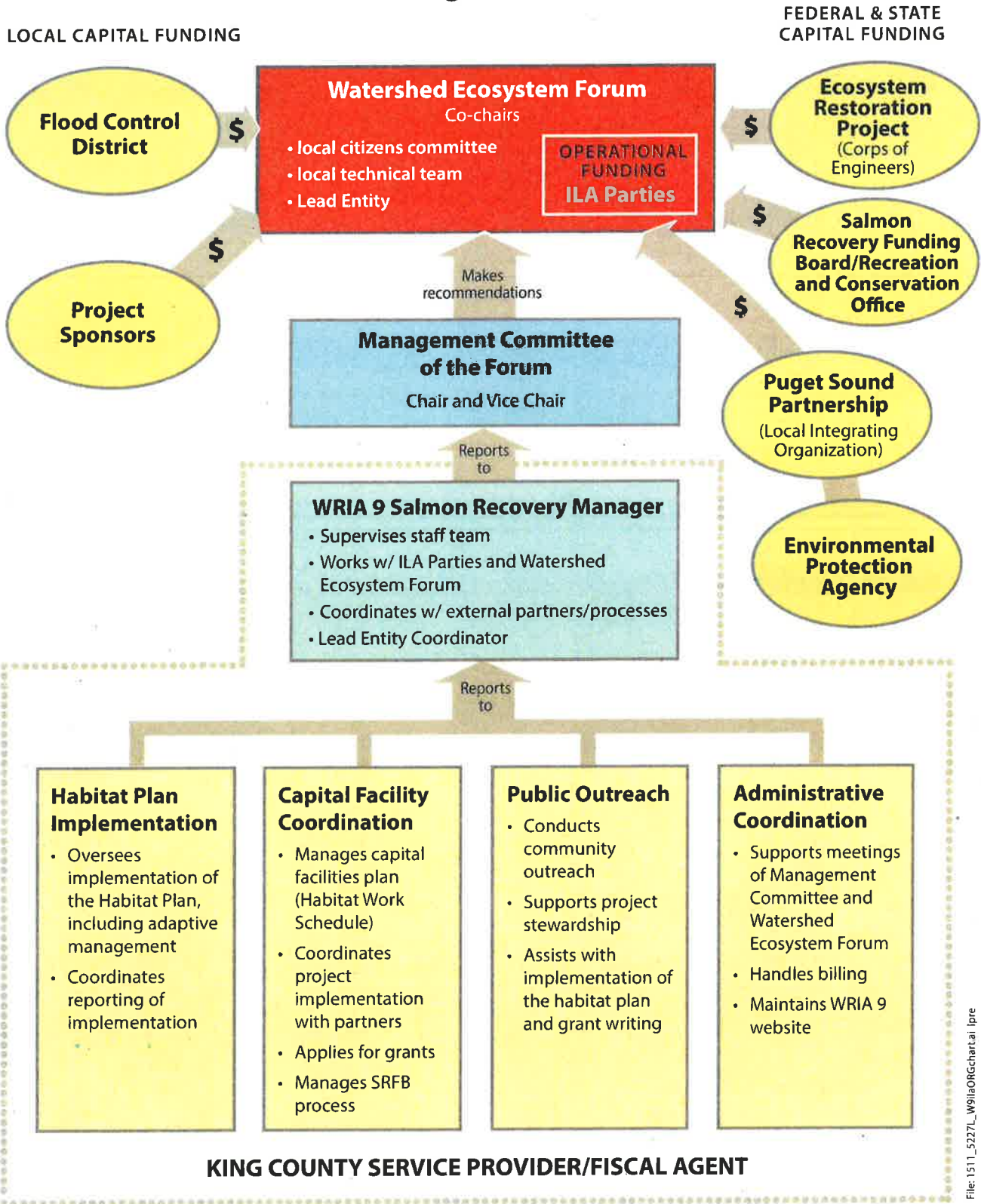
Miller/Walker Creek Basin Plan Implementation

- Under separate contract to the parties in the Miller/Walker Creek basin, assist in implementation of the basin plan including:
 - Implement a stewardship program to restore and maintain stream habitat and educate basin residents, and
 - Coordinate monitoring efforts.
- Administer EPA/DOE stormwater retrofit grant and manage consultant.

Program Management and Administration

- Conduct general administration work in support of ILA implementation and renewals. Administration includes work program development and monitoring, budget development and tracking, regular reporting, billing, personnel, and supervision. Short written progress reports will accompany the billings to the parties. Verbal progress reports will be made at WRIA 9 WEF and MC meetings.
- Regularly update and maintain WRIA 9 website.
- Provide administrative coordination of the WRIA 9 WEF, MC, and Service Provider.
- Help prepare for, attend, and take notes at meetings of the WEF.
- Track grants and invoices.

ATTACHMENT B WRIA 9 ILA Organizational Chart



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Chart indicates positions and selected tasks of 2016 WRIA 9 Scope of Work (Attachment A).