

**Memorandum of Understanding Between WRIA 9 Forum
and King County Department of Natural Resources and Parks
for Provision of Salmon Habitat Plan Implementation Services**

November 19, 2008

WRIA 9 Forum Approved Scope of Work and Staffing for 2009 on August 20, 2008

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 Forum, pursuant to an interlocal agreement under which participating municipalities in WRIA 9 have agreed to work together from 2007 through 2015 ("ILA"). The services include an attached scope of work and staffing for 2009, and for subsequent years upon approval by the WRIA 9 Forum, dispute resolution procedures, 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 2009 ILA

The Service Provider will provide in 2009 services consistent with the scope of work described in Attachment A and staffing as described in Attachment B. The 2009 scope of work and staffing plan were approved by the WRIA 9 Forum on August 20, 2008. The 2009 scope of work includes the work of the Watershed Ecosystem Forum, consisting of a combination of the WRIA 9 Forum and the Steering Committee. The Watershed Ecosystem Forum functions as both: (1) an advisory body to the WRIA 9 Forum 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 Watershed Ecosystem Forum on the priorities of habitat projects. Attachment C is the organizational chart that depicts the WRIA 9 organization established through the ILA and this MOU and its appurtenant scope of work and staffing plan. For the years subsequent to 2009 for which the ILA remains in effect, scopes of work and staffing plans that are approved by the WRIA 9 Forum shall be attached hereto and made a part hereof upon such approval without further action being required of the WRIA 9 Forum.

2. Revisions to the Scope of Work

The WRIA 9 Management Committee, the Service Provider, or the Watershed Ecosystem Forum 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 WRIA 9 Forum, pursuant to the terms of the ILA, and will not increase the total budget for the year without approval by the WRIA 9 Forum according to the terms of the ILA. The budget for 2009 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. Description of Staff and Nature of Employment

Staff provided under this MOU shall be as described in Attachment B, as approved by the WRIA 9 Forum on August 20, 2008. 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.

4. Responsibilities of the Watershed Coordinator

The Watershed Coordinator 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 WRIA 9 Forum, its members, and its Management Committee, and the Watershed Ecosystem Forum;
- c. Work with the WRIA 9 Management Committee, WRIA 9 Forum chair, or designee to schedule, plan, prepare materials for, and otherwise staff meetings of the WRIA 9 Forum, to be held within the watershed area;
- d. Work with the WRIA 9 Watershed Ecosystem Forum to schedule, plan, prepare materials for, and otherwise staff meetings of the Watershed Ecosystem Forum;
- e. Report to the WRIA 9 Management Committee, as directed by the WRIA 9 Forum;
- f. Coordinate with jurisdictions and others contributing technical work in support of Salmon Habitat Plan implementation; and
- g. Perform other duties as described in Attachments A and B and coordinate among groups as depicted in Attachment C.

5. Dispute Resolution Procedures

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

6. 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 WRIA 9 Forum, 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 the Management Committee and advisory bodies authorized by the WRIA 9 Forum, 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 WRIA 9 Forum or its Management Committee. 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.

7. Technical Data Release

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

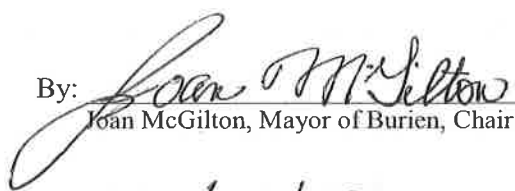
Signed:

For King County Department
of Natural Resources and Parks:

By: 
Theresa Jennings, Director

Date: 12-23-08

For WRIA 9 Forum:

By: 
Joan McGilton, Mayor of Burien, Chair

Date: 12/17/08