

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 2026 MOU

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 “King County,” to the Water Resources Inventory Area (“WRIA”) 9 Watershed Ecosystem Forum (WEF), pursuant to an interlocal agreement under which participating municipalities in WRIA 9 (“Parties”) have agreed to work together from 2026 through 2035 (“ILA”). The services include an attached scope of work and staffing for 2026, 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 2026 ILA

The Service Provider will provide in 2026 services consistent with the scope of work described in Attachment A approved by the WRIA 9 WEF. The WEF functions as both: (1) an advisory body to the Parties to make recommendations concerning implementation of the approved WRIA 9 Salmon Habitat Plan; and (2) the local citizens committee, also known as the Lead Entity under state law (chapter 77.85 RCW), to develop prioritized habitat project lists for funding consideration by the Salmon Recovery Funding Board. Attachment B is a chart that depicts the WRIA 9 organization established through the ILA and this MOU. The annual proposed scope of work will be provided to the WRIA 9 Management Committee (“MC”) for review at least one week prior to their July/August meeting. It will be reviewed and approved by the WRIA 9 WEF no later than October 1 of each year.

2. Revisions to the Scope of Work

The MC, the Service Provider, or the WEF may recommend changes or revisions to the scope of work during the course of the year. Any changes to the scope of work must 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. Nothing in this MOU shall be construed to limit Parties, WEF, or the Service Provider from increasing the budget through third-party grant revenue.

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. 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. Supervise all Service Provider staff 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;
- g. Mediate or otherwise resolve any issues between the WEF, Parties, and the Service Provider staff. If unable to resolve the dispute, the Salmon Recovery Manager, in coordination with one or more members of the MC, will refer the conflict to the King County Water and Land Resources Division Director; and
- h. Perform other duties as described in Attachment A.

6. Dispute Resolution Procedures

The Service Provider and MC will use their best, good-faith efforts to cooperatively resolve disputes and problems arising from this MOU. The Parties will make a good-faith effort to continue without delay to carry out their respective responsibilities under this MOU and the WRIA 9 ILA while attempting to resolve any dispute. If resolution is not possible, the issue will be brought to the WEF for a vote pursuant to Section 5 of the ILA.

7. Billing and Payment Procedures

The following protocols for billing and payment shall be followed:

- a. Should some Parties 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, to recommend adjustments necessary to the approved work program to meet the revenues anticipated;
- b. The Service Provider as fiscal agent will provide Parties 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. Parties 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;
- c. The Service Provider as fiscal agent will maintain itemized records of actual costs expended pursuant to the approved scope of work and will track payments received from Parties approving credit for overpayment on subsequent invoices where

applicable. Parties may jointly elect to carry over unspent funds into the following year's budget;

- d. Parties 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 King County, who will make the records available in a timely manner; and
- e. 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 Party will control its technical data and may specify protocols for release of that data.

9. Amendment and Termination

This MOU may be amended only upon written approval of both the WRIA 9 WEF and King County. This MOU will terminate automatically upon selection of a new Service Provider, pursuant to Section 4.3 of the ILA, or termination of the ILA pursuant to Section 9.2 of the ILA. In the event of termination, King County is to receive full payment for all services rendered prior to the effective date of termination, within 30 days after such effective date of termination.

Signed:

For King County Department
of Natural Resources and Parks:

Signed by:
By: John Taylor
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Name, Director

Date: 11/19/2025

For WRIA 9 Watershed Ecosystem Forum:

Signed by:
By: Lydia Assefa-Dawson
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Name, Management Committee Chair

Date: 11/18/2025