

INTERLOCAL AGREEMENT

For the Green River, Duwamish River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10, and 15)

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 County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

WHEREAS, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

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

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and updated in 2021 ("**Salmon Habitat 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 2005/2006 and 2021/2022 to ratify the **Salmon Habitat Plan and Salmon Habitat Plan Update**, and

WHEREAS, the Parties have participated in an Interlocal Agreement for the years 2001-2005, 2007-2015, and 2016-2025 in implementing the **Salmon Habitat Plan**; and

WHEREAS, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; 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 Endangered Species Act ("ESA"); and

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

WHEREAS, the Parties wish to monitor and evaluate implementation of the **Salmon Habitat 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 have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

WHEREAS, the Parties have a strong 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 ***Salmon Habitat Plan***; and

WHEREAS, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound; and

WHEREAS, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the ***Salmon Habitat Plan***; and

WHEREAS, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; 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; and

WHEREAS, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

NOW, THEREFORE, 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 GOVERNMENTS:** The entities eligible for participation in this Agreement as parties are state, local, and tribal governments, state and local agencies, and special purpose districts within WRIA 9 including: King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any other interested public agencies and tribes that lie fully or partially within the boundaries of WRIA 9.

1.2 **WRIA 9 ILA PARTIES:** The ***Parties to the WRIA 9 Interlocal Agreement*** (“***Party***” or “***Parties***”) are the Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the ***WRIA 9 Watershed Ecosystem Forum***.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The *WRIA 9 Watershed Ecosystem Forum* referred to herein is the cooperative body comprised of the designated representatives of the *Parties* and a balance of *Stakeholders*. The *WRIA 9 Watershed Ecosystem Forum* shall be an advisory body responsible for making recommendations for implementing the *Salmon Habitat Plan* including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (Salmon Habitat Plan)* is the plan developed by the *WRIA 9 Watershed Ecosystem Forum* and ratified by all *Parties* for its development and implementation. The *Salmon Habitat Plan* recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the *Salmon Habitat Plan* are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The *Salmon Habitat Plan* constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the *Management Committee* are chosen by the *Parties*, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *Parties'* behalf.
- 1.6 **SERVICE PROVIDER:** The *Service Provider*, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the *Parties*, in exchange for payment. The *Service Provider* may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 9 ILA Parties* as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a funding mechanism and governance structure for jointly implementing and adaptively managing the *Salmon Habitat Plan*.

- 2.2 To serve as the salmon recovery “Lead Entity” as designated by state law (Chapter 77.85 RCW) for WRIA 9, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local stakeholders to annually recommend WRIA 9 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 9 in the Puget Sound region and state wide salmon recovery forums.
- 2.3 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District’s Cooperative Watershed Management grant program.
- 2.4 To provide information for **Parties** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
- 2.5 To develop and articulate WRIA-based positions on policies, legislation, and project proposals that may impact implementation of the **Salmon Habitat Plan**.
- 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.7 To provide a venue for the ongoing participation of community members and other stakeholders to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act response efforts .
- 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.
- 2.9 To provide a mechanism for implementing other multiple benefit habitat, stormwater, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **Parties** and/or **Watershed Ecosystem Forum**.
- 2.10 To periodically recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.
- 2.11 To provide a framework for cooperating and coordinating among the **Parties** on issues relating to WRIA 9 to meet the requirement of a commitment by any **Party** to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such **Party** to this Agreement.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each **Party**, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; 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 five (5) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those **Parties** executing the extension.
4. **ORGANIZATION AND MEMBERSHIP.** The **Parties** serve as the formal governance structure for carrying out the purposes of this Agreement.
 - 4.1 Each **Party** except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the **WRIA 9 Watershed Ecosystem Forum**. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 9 Watershed Ecosystem Forum** meetings. A **Party** representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum under Section 5.
 - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the **WRIA 9 Watershed Ecosystem Forum**, the appointed representatives of the **Parties** shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the **Parties**. 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 the executive subcommittee of the **Parties**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the **Parties** for action, consistent with other subsections of this section.

- 4.3 The services cost-shared under this agreement shall be provided to the **Parties** and **the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **Parties**, pursuant to the voting provisions of Section 5. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, 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.
- 4.3.1 A subset of the **Parties**, at such subset's sole cost, may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all **Parties** pursuant to Section 4.3 herein.
- 4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, the subset of **Parties** requesting additional services pursuant to Section 4.3.1, and the Chair of the **Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the **Parties**.
- 4.4 The **Parties** by October 1 of each year shall establish and approve an annual budget and work plan that provides for the level of funding and total resource obligations of the **Parties** for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each **Party**, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the **Management Committee**. Individual 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. Tacoma's cost share will be determined on an annual basis by the **Management Committee**, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other **Parties**.
- 4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the **Parties** that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those **Parties** purchasing the additional services.

- 4.5 The **Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each **Party** or obtained from other sources in accordance with the approved annual work program.
- 4.6 The **Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.
- 4.7 The **Parties** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. 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 purpose consistent with the purposes provided for herein.
- 4.8 The **Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 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 **Parties**. If unanimous agreement of **Parties** cannot be reached then the **Parties** to this agreement may reach consensus by a majority recommendation with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below.
- 5.1.1 No action or binding decision will be taken by the **Watershed Ecosystem Forum** without the presence of a quorum of active **Parties**, as specified in Section 4.1. A quorum exists if a majority of the active **Parties'** representatives are present at the **Watershed Ecosystem Forum** meeting, provided that positions left inactive on the **Watershed Ecosystem Forum** by **Parties** shall not be included in calculating the quorum.
- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Parties**, the **Parties** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **Watershed Ecosystem Forum** action.

5.2.2 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 made by each **Party** as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

6.1 The **Watershed Ecosystem Forum** shall provide information to the **Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **Parties** may authorize additional advisory bodies to the **Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **Parties**.

6.2 The **Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **Parties** for decision.

6.3 The **Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the **Parties** for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five **Parties** representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **Parties** shall undertake a review for consideration of the remanded changes to the plan. The **Parties** may include further referral to the **Watershed Ecosystem Forum** for recommendation or amendments thereto.

6.5 The **Parties** agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

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

7.1 Each **Party** shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Parties**, including all such obligations related to the **Parties** and **Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the **Parties** will be necessary from time to time in order to carry out these obligations.

7.2 The maximum funding responsibilities imposed upon the **Parties** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.

7.3 No later than October 1 of each year of this Agreement, the **Parties** 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 (e.g., staffing) responsibilities of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The **Parties** shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. **Parties** may elect to secure grant funding to meet their individual obligations.

7.4 Funds collected from the **Parties** or other sources on behalf of the **Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **Parties** pursuant to rules and procedures established and agreed to by the **Parties**. 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.

7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** An **Eligible Government** may become a **Party** by obtaining written consent of all the **Parties** to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **Parties** shall not apply to this section. The **Parties** and any governments seeking to become a **Party** shall jointly determine the terms and conditions under which a government may become a new **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **Parties** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **Parties** as of the date the government becomes a new **Party**. Any government that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties**.

9. **TERMINATION.**

- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. 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. 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 only their respective share of the obligations of the **Parties** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.
- 9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the **Parties** pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing **Party** if such **Party** can be identified, and if the **Party** cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **HOLD HARMLESS AND INDEMNIFICATION**. To the extent permitted by federal law as governing to tribes and state law as to all other **Parties** , 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** to this Agreement 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. In the event that either **Party** incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible **Party** to the extent of that **Party's** culpability. The provisions of this Section shall survive and continue to be applicable to **Parties** exercising the right of termination pursuant to Section 9 herein.
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, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.

12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the ***Salmon Habitat Plan.***
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** 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** 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 National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, 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 **Parties** 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, and requires authorization and approval by each **Party's** governing body.
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 in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the **Parties**, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

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

Approved as to form:

CITY OF ALGONA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF AUBURN:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

CITY OF BLACK DIAMOND:

By: _____

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Approved as to form:

CITY OF BURIEN:

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CITY OF COVINGTON:

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CITY OF DES MOINES:

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CITY ENUMCLAW:

By: _____

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CITY OF FEDERAL WAY:

By: _____

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CITY OF KENT:

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KING COUNTY:

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Approved as to form:

CITY OF MAPLE VALLEY:

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CITY OF NORMANDY PARK:

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