

# WASHINGTON COAST SUSTAINABLE SALMON PARTNERSHIP INTERLOCAL AGREEMENT

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THIS INTERLOCAL AGREEMENT ("Agreement") is executed by and between the Lead Entity Groups (LEGs) of the Washington Coast Region ("Region") for the purposes of facilitating collaborative decision making in support of salmonid restoration and sustainability within Water Resource Inventory Areas (WRIAs) 20 to 24. The LEGs of the Washington Coast Region are the North Pacific Lead Entity Group (WRIA 20), Quinault Indian Nation (WRIA 21), Grays Harbor County (WRIAs 22/23) and Pacific County (WRIA 24).

**WHEREAS**, this Agreement is authorized pursuant to RCW 77.85.090 regarding Salmon Recovery and RCW 39.34 regarding Interlocal Agreements; and

**WHEREAS**, the State of Washington and the LEGs (including local governments, tribes, and other stakeholders within the Region) have common goals of supporting healthy, harvestable salmon and steelhead populations; and

**WHEREAS**, the Salmon Recovery Funding Board (SRFB) provided funding through the Interagency Committee for Outdoor Recreation (currently known as the Recreation and Conservation Office) for the LEGs to commence the assessment and articulation of options for creating the structure and function of a governing unit for salmon sustainability within the Region; and

**WHEREAS**, representatives of the LEGs formed a planning group that met in a series of facilitated meetings over a six-month period to consider the opportunities, pros and cons, and benefits and risks for regional collaboration on common issues including, but not limited to salmonid recovery and habitat restoration; and

**WHEREAS**, the Planning Group agreed that a region-wide organization should be formed, and in September 2007 the LEGs formally requested recognition of the Washington Coast Sustainable Salmon Partnership (WCSSP) as a regional salmon recovery organization by the Governor's Salmon Recovery Office (GSRO); and

**WHEREAS**, in September 2007 the GSRO approved this request; and

**WHEREAS**, the SRFB provided funding in January 2008 through Salmon Project Agreement #08-1003N, administered by the Recreation and Conservation Office to fund the initial stages of the WCSSP.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants recited herein, the parties agree and resolve as follows:

## **1.0 PARTIES**

The parties to this Agreement shall be the participating Counties, Cities, Tribes, and Ports within the Washington Coast Region.

## **2.0 PURPOSE**

This Agreement designates a governing unit and contracting/fiscal agency for the purpose of regional collaboration on common issues including salmonid recovery and habitat restoration.

## **3.0 GOALS**

The parties shall work cooperatively to define and establish a governing unit, for the Washington Coast Sustainable Salmon Partnership (WCSSP). Roles and responsibilities of the governing unit will be defined in the bylaws. The WCSSP, serving in an advisory and informational capacity, shall coordinate efforts focusing on:

- a) Development and implementation of a regional plan for restoring and protecting salmonid stocks and populations' habitat and other limiting factors, in an effort to preclude further ESA listings.
- b) Support for implementation of recovery plan(s) for ESA-listed salmonid species within the Region.
- c) Coordination of Lead Entity habitat priorities, project lists, and schedules.
- d) Effective regional approaches to monitor and report activities related to restoration and recovery projects.
- e) Facilitate effective communication with LEGs and partners on methods and technology learned.

## **4.0 FUNCTIONS**

**4.1** Pursuant to the framework laid out in the "Final Report on the Consideration of Forming a Regional Governance Unit for Salmon Sustainability," functions of the WCSSP include, but are not limited to:

- a) Promotion of sustainability in an effort to preclude new ESA salmonid listings.
- b) Coordination and collaboration with all LEGs within the Region.
- c) Development of a holistic view of the Region, e.g., watershed planning, salmonid recovery, economic development.
- d) Continued participation in the Council of Regions (ad hoc committee comprised of the Regional Directors from the Washington State regional salmon recovery boards and staff from the Governor's Salmon Recovery Office and the Recreation and Conservation Office as appropriate).
- e) Involvement in regional policies related to restoring and protecting salmonid habitat.
- f) Awareness/monitoring of federal, state, or tribal salmonid recovery activities affecting the Region.
- g) Development of regional communication, outreach, and education.
- h) Promotion of the purpose of the WCSSP governing unit.

**4.2** Funding functions of the WCSSP include:

- a) Allocate SRFB funding within the Region.
- b) Advocate that unused SRFB funds stay within the Region.
- c) Identify and obtain additional funding options for Regional activities.

**4.3** Additional duties of WCSSP and its staff shall be enumerated in by-laws adopted by WCSSP.

## **5.0 MEMBERSHIP OF THE WCSSP**

**5.1** WCSSP membership includes the combined membership of each LEG described in the opening paragraph of this Agreement.

**5.2** Each Lead Entity shall consider representation within its respective membership—"caucus"-- from a variety of interests (e.g., citizens, stakeholder interests, city and county representatives, tribal representatives, port authorities). Each Lead Entity caucus will have one vote on issues before the WCSSP governing unit.

**5.3** Lead Entities will provide representation to the governing unit to conduct the business of the WCSSP. Representation on the governing unit at WCSSP meetings and committees may include more than one person per Lead Entity. However, each Lead Entity will have one vote.

**5.4** The governing unit will form technical, citizen, and other advisory committees as needed, to formulate options for consideration by the WCSSP and reference to various government agencies.

**5.5** Any local, tribal, port or other governmental entity authorized in the Preamble, that lies within the external boundaries of the four above-named LEGs, and which was not an original signatory to this Agreement, may participate at a later date by signing an Addendum to this Agreement pursuant to Paragraph 12.0.

## **6.0 ORGANIZATIONAL STRUCTURE**

**6.1** The WCSSP will be a "Federation with Strong Lead Entities." The LEGs remain distinct and prioritize projects within their own Lead Entity Groups. They also maintain relationships with project sponsors. The WCSSP will perform the functions listed in Section 4.0 above.

**6.2** The business of the WCSSP will be conducted by a governing unit to be defined and established consistent with Sections 3.0 and 5.0 above upon completion and execution of this Agreement.

## **7.0 WCSSP MEETINGS**

The WCSSP governing unit will meet monthly as defined in the bylaws to address common issues amongst the LEGs including, but not limited to, salmonid recovery and habitat restoration. The meetings will also address the development and implementation of a regional plan and allocation of funding available to the Region through the activities of the WCSSP. Following each meeting, WCSSP staff will timely prepare and disburse meeting summary notes to the four LECs, the WCSSP governing unit, and the WCSSP membership.

## **8.0 CONTRACTING/FISCAL AGENCY**

**8.1** For the purposes of this Agreement, Grays Harbor County shall be designated as Contracting/Fiscal Agency ("fiscal agent") for WCSSP. In collaboration with WCSSP staff, the fiscal agent shall be responsible for and authorized to perform the following tasks:

- a) Negotiate and execute agreements with the Recreation and Conservation Office (RCO).
- b) Receive and disburse funds from RCO and other funding sources.
- c) Solicit Statements of Qualifications, requests for proposals or invitations for bids, negotiate scope of work, and execute contracts

- to perform the work for projects performed by or on behalf of the parties pursuant to this Agreement.
- d) Prepare and maintain proper records for accounting and administration of grant monies received for operations of the WCSSP.
  - e) Report regularly to the WCSSP governing unit and WCSSP Executive Director and provide them with a full accounting on the receipt and expenditure of funds that may be provided pursuant to this Agreement.

**8.2** The fiscal agent shall refrain from obligating any parties to financial responsibility in performing its tasks under this Agreement without approval of the respective governmental entities.

**8.3** The fiscal agent may be changed or terminated in accordance with procedures set forth in the WCSSP by-laws.

## **9.0 STAFFING**

Regional staffing will be necessary to accomplish the functions of the WCSSP. At the time of execution of this Agreement, a full-time Executive Director has been contracted through the fiscal agent and funding exists for Administrative and Technical Assistance. Funding is also available for Lead Entity Coordinators for their time and travel, and other governing unit members, for their travel, when in performance of the Regional activities of the WCSSP.

## **10.0 FUNDING**

The activities of the WCSSP as described herein, and as may be further defined by the parties to achieve the stated goals, may be funded by the following sources:

- a) Grant funds from the Salmon Recovery Funding Board
- b) Other public and private fund sources as authorized by the WCSSP governing unit and the fiscal agent.

Funding or services from the WCSSP membership may be requested for matching or providing local shares for other funding sources that may become available. Any funds or services shall be shared by all parties and will be agreed upon in writing in advance.

## **11.0 DURATION**

This Agreement shall continue until terminated by the signatory parties as provided in section 13.0.

## **12.0 MODIFICATION**

This Agreement may be modified or amended only by written consent of all signatory parties.

## **13.0 TERMINATION**

**13.1** An individual party may withdraw from this Agreement upon thirty days' written notice to the WCSSP governing unit, Executive Director, and fiscal agent. This Agreement will remain in effect so long as representatives of two or more LEGs remain signatories to this Agreement.

**13.2** This Agreement may be terminated only by written consent of all signatories to this Agreement.

## **14.0 EFFECTIVE DATE**

This Agreement shall become effective when approved and adopted by all parties.

## **15.0 COPIES OF DOCUMENT**

Upon completion of signatures, each signatory party will receive a copy, which shall have the same force and effect as the original.

## **16.0 NON-BINDING AGREEMENT**

The process described in this Agreement is intended to result in regional collaboration on common issues including, but not limited to, salmonid recovery and habitat restoration within the Region. The parties agree that participation in the WCSSP shall not bind any member's independent decision-making authority. This Agreement does not declare, expand or diminish any rights, authorities, or legal obligations between the Parties. Nothing in this Agreement shall be construed as a concession or waiver by either Party as to the other's claims, rights, or legal position.

**IN WITNESS WHEREOF, the following entities are participants in the Washington Coast Sustainable Salmon Partnership and have executed this Agreement:**

**CITIES SIGNATURE PAGE**

**CITY OF CENTRALIA**

DATE: 03/10/09

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

BY: <sup>Attest</sup> Heena Bilodeau

POSITION: City Clerk

BY: [Signature]

POSITION: City Manager

APPROVED AS TO FORM:

BY: [Signature]

POSITION: City Atty

**CITY OF WESTPORT**

DATE: 5/5/2009

BY: [Signature]

POSITION: Mayor

BY: <sup>Attest</sup> Margaret Jackson

POSITION: Clerk - Treasurer

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

APPROVED AS TO FORM:

BY: [Signature]

POSITION: City Atty

**CITY OF SOUTH BEND**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_