

**Third Amendment to Interlocal Agreement
for the Governmental Jurisdictions within the
Lake Ballinger/McAleer Creek Watershed
Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County**

This Third Amendment to the Agreement (“Third Amendment”) is entered into by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington.

RECITALS

WHEREAS, the Agreement, expires on December 31, 2017; and

WHEREAS, The Agreement, by its terms, may be extended for such additional terms as the **Member Jurisdictions** may agree in writing; and

WHEREAS, the **Member Jurisdictions** desire to extend the Agreement for an additional three-year term commencing January 1, 2018 through December 31, 2020 (“extended term”); and

WHEREAS, the **Member Jurisdictions** desire to provide for the election of in-kind contribution of services for Snohomish County, recognizing the specialized technical skills in lake management possessed by Snohomish County; and

WHEREAS, the **Member Jurisdictions** desire to provide for a replacement of Exhibit C (“Capital Improvement Plan”), Exhibit D2 (“Operating Fund Allocations”), and Exhibit E2 (“Service Provider Operating Fund Allocations”) for the extended term; and

WHEREAS, the **Member Jurisdictions** desire to amend the Agreement on the terms and conditions set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the **Member Jurisdictions** agree to amend the Agreement as follows:

Section 1. Defined Terms. All capitalized terms when used herein shall have the same respective meanings as are given such terms in the Agreement, unless expressly provided otherwise in this Third Amendment.

Section 2. Extension of Term. The **Member Jurisdictions** acknowledge and agree that the term of the Agreement shall be extended by an additional three-year term, commencing January 1, 2018 and remain in effect through December 31, 2020 (“New Term”), unless terminated earlier pursuant to the provisions in the Agreement.

Section 3. Amendment to Section 6. Obligations of Member Jurisdictions; Budget; Fiscal Agent; Rules. Subsection 6.1 is hereby amended to read as follows:

Each Member Jurisdiction shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the operating fund adopted by the Forum under this agreement and described in Section 4.2.3 or in the alternative, mutually agreed in-kind contribution of services as provided in Subsection 6.5.

Section 4. New Subsection to Section 6. Obligations of Member Jurisdictions; Budget; Fiscal Agent; Rules. A new Subsection 6.5 is hereby added to read as follows:

At Snohomish County’s election, in recognition of the specialized technical skills in lake management possessed by Snohomish County, the Forum will accept a mutually-agreed upon in-kind contribution of technical services in lieu of financial contribution from Snohomish County as a **Member Jurisdiction**, including (but not limited to) assistance with: lake monitoring, set-up and equipment for a volunteer lake monitoring program, aquatic weed control technical assistance, engineering assessment of hydrologic and hydraulic lake features, flow monitoring services to determine quantity of lake input (Hall Creek) and output (McAleer Creek), and assistance with expanding the current Lake Improvement District to meet new challenges.

Section 5. Amendment to Section 7 Latecomers. Section 7 is hereby amended to read as follows:

Member Jurisdiction Participation. An **Eligible Jurisdiction** listed in Section 1.2 may become a **Member Jurisdiction** upon execution of this Agreement at any time throughout the term of the Agreement or any extension thereof. Any county or city that becomes a **Member Jurisdiction** pursuant to this Section shall thereby immediately assume the general rights, obligations and responsibilities of all other **Member Jurisdictions** including any percentage share funding requirement as set forth in Exhibit D3 and E3 or any authorized in-kind contribution of services commencing the calendar year that the **Eligible Jurisdiction** becomes a **Member Jurisdiction**.

Section 6. Replacement of Exhibit C, Exhibit D2 and Exhibit E2. **Member Jurisdictions** acknowledge and agree that Exhibit C, Exhibit D2 and Exhibit E2 to the Agreement shall be replaced respectively with new Exhibits, Exhibit C1 (Capital Improvement Plan), Exhibit D3 (“Operating Fund Allocations”) and Exhibit E3 (“Service Provider Operating Fund Allocations”), which are attached hereto and incorporated by reference.

Section 7. Method and Duty to File Third Amendment. **Member Jurisdictions** shall, upon execution of this Third Amendment to the Agreement, post this Third Amendment on its official website in accordance with RCW 39.34.040 and RCW 39.34.200.

Section 8. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Third Amendment.

Section 9. Conflict; No Further Modification. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this Third Amendment, the terms and conditions of this Third Amendment shall prevail.

Section 10. Remaining Terms of Agreement. Except as specifically set forth in this Third Amendment, all other terms and conditions of the Agreement and Exhibits shall remain unmodified and in full force and effect.

Section 11. Effective Date of Amendment. This Third Amendment shall become effective upon the day the second **Member Jurisdiction** executes this Amendment, as authorized by each jurisdiction’s legislative body.

IN WITNESS WHEREOF, the **Member Jurisdictions** hereto have executed this Third Amendment on the dates indicated below:

Approved as to Form:

CITY OF EDMONDS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF LAKE FOREST PARK

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF LYNNWOOD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF MOUNTLAKE TERRACE

By: [Signature]

By: [Signature]

Title: City Attorney

Title: City Manager

Date: 12-21-18

Date: 12/20/17

Approved as to Form:

CITY OF SHORELINE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the ***Member Jurisdictions*** hereto have executed this Third Amendment on the dates indicated below:

Approved as to Form:

By: Sharon Cate

Title: City Attorney

Date: 2-2-2018

CITY OF EDMONDS

By: David D. Earley

Title: Mayor

Date: 2.2.18

Approved as to Form:

By: _____

Title: _____

Date: _____

CITY OF LAKE FOREST PARK

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

CITY OF LYNNWOOD

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

CITY OF MOUNTLAKE TERRACE

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

CITY OF SHORELINE

By: _____

Title: _____

IN WITNESS WHEREOF, the **Member Jurisdictions** hereto have executed this Third Amendment on the dates indicated below:

Approved as to Form:

CITY OF EDMONDS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF LAKE FOREST PARK

By: K. A. Pratt

By: [Signature]

Title: City Attorney

Title: Mayor

Date: 12-22-17

Date: 12-27-2017

Approved as to Form:

CITY OF LYNNWOOD

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF MOUNTLAKE TERRACE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

CITY OF SHORELINE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

SNOHOMISH COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C1

CAPITAL IMPROVEMENT PLAN

Lake Ballinger/McAleeer Creek Watershed Forum Capital Improvement Plan (10/24/17)

Action or Project	Description	Project Information			Goal	Issues	Projected Outcome	Project Status (10/24/17)	
		Planning Level Cost	Funding Options	Lead Agency					
New Projects are in Red.									
Upper McAleeer Creek/Lake Ballinger/Hall Creek									
Phase I	Model the Lake Ballinger system from Hall Lake to Lake Washington	Calibrate and consolidate existing modeling information sufficient to develop calibrated hydraulic and hydrologic model for Lake Ballinger for the purpose of determining flooding impacts under various control scenarios during large storm events. (for example: and determine flood plain elevations for Hall Creek and Lake Ballinger during a 100-year flood; simulate impacts to LFP property owners if the restricting culvert under 1-5 is modified to allow more flow, weir elevation changes, other scenarios.)	Unknown at this time - New Project	Grant, Forum	Mountlake Terrace, Edmonds, Lake Forest Park	Answer questions, accurately reflect existing conditions during flood events	Requires H&H model calibration by qualified consultant; cost currently unknown.	Give accurate guidance to cities with development and redevelopment in the affected flood plain.	Has not been initiated
	Develop and Implement flood proofing program	Leverage FEMA funds for flood proofing program	\$1,000,000 to \$2,000,000	Grant	Edmonds	Develop flood proofing program to prevent structure flooding	Privately initiated flood proofing program with possible City assistance	Developing an effective flood proofing program	Has not been initiated
	Ballinger Park Restoration	Develop passive use park, enhance environmentally sensitive areas, create stream meanders, increase flood capacity/stream channel capacity and improve quality of water entering Lake Ballinger.	TBD	Partnership with USACE	Mountlake Terrace	Improve quality of water entering Lake Ballinger, increase channel capacity in Hall Creek, allow park area to flood to reduce flooding downstream/on the lake	Cost, park vs. environmental restoration balance	Improved water quality, small reduction in lake levels, improve habitat	Study ongoing with USACE
	Hypolimnetic System Evaluation/Study	The Washington State Department of Ecology ordered the City of Mountlake Terrace to close the hypolimnetic valve at the Lake Ballinger weir on McAleeer Creek. DOE measured decreased dissolved oxygen in McAleeer Creek downstream of the weir caused by the water release from the system. A study of the systems water quality benefits to Lake Ballinger and the downstream impacts to consider alternatives to begin using the system again - even if it is seasonal.	TBD	Grant, Partnership with DOE	Mountlake Terrace	Improve water quality on Lake Ballinger, comply with DOE requirements	Coordination with DOE, negative water quality impacts downstream of outlet pipe	Improve water quality on Lake Ballinger	Has not been initiated
	McAleeer Creek Weir								
	Action I	Install new weir gate	\$25,000	Mountlake Terrace	Mountlake Terrace	Restore weir to 1995 maintenance status	MLT maintenance issue	Meet existing maintenance requirements	Has not been initiated - opportunity for USACE collaboration
Phase II	Hall Creek Detention	Install detention or infiltration system upstream of Lake Ballinger	\$12,000,000 not including land acquisition	Grant, appropriations, city CIP funds	Mountlake Terrace	Keep lake level below 279.3	Large site footprint of 2.7 acres - cost of land acquisition not included	Reduce flooding for Lake Ballinger and downstream	Has not been Initiated - Lake Ballinger Park Project Partnership with USACE
	Basin Wide LID Retrofits	Retrofit existing city parcels and right of way with Low Impact Development BMP's	\$5,000,000 to \$10,000,000 over 20 years	Grant, appropriations, city CIP funds	Each city in upper basin	Reduce flooding and improve water quality	Long term - 20 year plan	Eliminate 100 year flooding events, meet Lake Ballinger TMDL limits and improve on fecal, temperature and chemical issues in McAleeer Creek	Partially ongoing with current/updated development regulations and incorporation into capital projects

Lake Ballinger/McAleeer Creek Watershed Forum Capital Improvement Plan (10/24/17)									
Action or Project	Description	Project Information			Goal	Issues	Projected Outcome	Project Status (10/24/17)	
	New Projects are in Red.	Planning Level Cost	Funding Options	Lead Agency					
Lake Management									
Sediment Management Around Weir	Sediment accumulates upstream of the outlet weir of Lake Ballinger. This may reduce the capacity of the weir to release water during storm events.	TBD	Grant, Lake Management District, Local Funding	Mountlake Terrace	Improve function of Lake Ballinger outlet weir, reduce occurrence of flooding	Permits, cost, schedule, maintenance vs. capital	Improve function of the Lake Ballinger outlet weir	Has not been initiated	
Watermilfoil Management: survey and plan	Watermilfoil is negatively impacting use of Lake Ballinger for recreation. In addition, according to Ecology, watermilfoil adversely impacts aquatic ecosystems by forming dense canopies that often shade out native vegetation, is poor habitat for aquatic species, raises pH, decreases oxygen under mats and increases water temperature.	estimated \$30,000	Ecology grant, MLT & Edmonds in-kind contribution of labor and resources	Edmonds, Mountlake Terrace	Assess severity of watermilfoil infestation of the lake as part of a formal survey, write an "Integrated Aquatic Plant Control Plan" for Lake Ballinger. Plan is required to develop adequate budget and scope, permits, public outreach, and grant \$	Cost for consultant to conduct survey and write plan, schedule, in-kind contribution of staff time from MLT and Edmonds	Improved use of Lake Ballinger for recreation, improved habitat and water quality	Initiated in September 2017	
Watermilfoil Management: Implement control strategy	Watermilfoil is negatively impacting use of Lake Ballinger for recreation. In addition, according to Ecology, watermilfoil adversely impacts aquatic ecosystems by forming dense canopies that often shade out native vegetation, is poor habitat for aquatic species, raises pH, decreases oxygen under mats and increases water temperature.	\$45,000 - \$100,000+, depending on the severity of the problem	Ecology grant, MLT & Edmonds in-kind contribution of labor and resources	Edmonds, Mountlake Terrace	Implement Integrated Aquatic Plant Control Plan	Cost for permits, public outreach for plan outcome, cost of treatment and removal of plant biomass	Improved use of Lake Ballinger for recreation, improved habitat and water quality	Follows the survey and Aquatic Control Plan, depends on completion and acceptance of these steps.	
Lower McAleeer Creek									
Phase II (Phase I Tasks Complete)	Upgrade/Replace Culverts on McAleeer Creek	Enhance and replace four culverts on McAleeer Creek in Lake Forest Park	\$3,000,000	Grant	Lake Forest Park	Reduce localized flooding in Lake Forest Park.	Project benefits residents in Lake Forest Park only.	Up to 10 residences in Lake Forest Park would be protected from localized flooding.	Project has not been initiated
	Basin Wide LID Retrofits	Retrofit existing city parcels and right of way with Low Impact Development BMP's	\$5,000,000 to \$10,000,000 over 20 years	Appropriations or grant	Lake Forest Park Shoreline	Reduce flooding and improve water quality	Long term - 20 year plan	Eliminate 100 year flooding events, improve on fecal, temperature and chemical issues in McAleeer Creek	Partially ongoing with current/updated development regulations and incorporation into capital projects

EXHIBIT D3

OPERATING FUND ALLOCATIONS

Table 1

Service Provider Operating Fund Allocation 2018-2020

Allocation shall be equal percentage for each (current) Member Jurisdiction

Jurisdiction	% of Total Original members	% of Total 5 members	% of Total 4 members	% of Total 3 members
Edmonds	16.67%	20.00%	25.00%	33.33%
Snohomish County*	16.67%	20.00%	25.00%	
Lake Forest Park	16.67%	20.00%	25.00%	33.33%
Mountlake Terrace	16.67%	20.00%	25.00%	33.33%
Lynnwood	16.67%			
Shoreline	16.67%	20.00%		

*Provided however, that Snohomish County, in its discretion and at its election, may provide mutually agreed in-kind contribution of services in lieu of its percentage share of the financial operating fund allocation as set forth in D3 and E3. Snohomish County shall, within thirty (30) days of becoming a **Member Jurisdiction** and no later than September 1 of each calendar year thereafter during the duration of this Agreement or extension thereof shall advise the other **Member Jurisdictions** of its election to provide in-kind contribution of services. In the event Snohomish County elects to provide in-kind contribution of services, the remaining **Member Jurisdictions** shall share equally Snohomish County's financial operating fund allocation.

EXHIBIT E3

**SERVICE PROVIDER OPERATING
FUND ALLOCATIONS**

Administrative Support Service Provider Needs Listing

The Forum wishes to retain the City of Mountlake Terrace as the Administrative Support Service Provider. The Forum has suggested quarterly meetings at a minimum for the current agreement period with other meetings held as needed. The Service Provider needs listing allows for four quarterly meetings and up to four additional meetings per year.

Duties	Hours/Quarter Year	
1. Attend and take notes at monthly Forum Meeting	5	20
2. Arrange for room reservations, provide materials for meetings	5	20
3. Compile and produce minutes from the Forum meetings	10	40
4. Generate draft agenda for the Forum Meeting - coordinate with the chair and co-chair on meeting agenda	3	12
5. Coordinate e-mail contacts through the Forum distribution list	1	4
6. Assists with city's web site maintenance	6	24
7. Maintains documents record for Forum activities	6	24
8. Prepares News Releases on Forum updates	4	16
Total	40	160

Additional Duties may be added as needs develop

Provider Support through the City of Mountlake Terrace

Administrative Support for 2018 \$4,800

Administrative Support for 2019 \$4,800

Administrative Support for 2020 \$4,800

This listing assumes services are provided at 40 hours a quarter are allocated for a total of 160 hours for each of the 2018, 2019 and 2020 calendar years. Each Member Jurisdiction's cost percentage of the Administrator Support Provider is listed in Exhibit D3 Table 1.

Federal Government Relations Service Provider Needs Listing

The Member Jurisdictions wish to retain and employ a Federal Government Relations Service Provider, Johnston Group, for the term of the agreement period (January 1, 2018 to December 31, 2020) to provide federal government relation services for the Forum in order to increase its visibility with its congressional delegation and compete for federal funding. The Johnston Group scope of services is attached at the end of this exhibit.

The total cost for each year of the agreement shall not exceed the amounts listed for 2018, 2019 and 2020 below.

Government Relations Support through the Johnston Group:

For 2018 \$36,000

For 2019 \$36,000

For 2020 \$36,000

The Member Jurisdiction's cost percentage of the Federal Government Service Provider is listed in Exhibit D3 Table 1.



Appendix A

Scope of Services

The Consultant (“The Johnston Group”) shall provide the scope of services listed below for the Client (“Lake Ballinger/McAlear Creek Watershed Forum”). The scope of services may include, but not be limited to, the following activities:

Although a refined set of activities will be developed in consultation with the Lake Ballinger/McAlear Creek Watershed Forum as our work continues, below is a brief description of the major activities that would be part of the Johnston Group’s scope of services based on our work together over the past few years.

Developing the U.S. Army Corps of Engineers as a Funding Partner

This is the top legislative priority for the Lake Ballinger/McAlear Creek Watershed Forum (Forum) and will be the primary focus of our work together.

The Forum has been successful in changing the ability for the Corps to be a more active partner to projects within their authority but are smaller projects led by municipalities. The Forum’s work culminated in legislative language that was enacted a few years ago. Since then, the Seattle office of the Corps has been developing a relationship with the Corps to fund elements of the Forum’s Capital Improvement Plan – with an initial focus on the habitat restoration and water quality issues at Ballinger Park in Mountlake Terrace.

Moving forward, we will need strong congressional support to continue to support this partnership and to move the Corps’ focus from the Ballinger park property into a more expansive approach within the watershed. We believe this can happen and will result in a long term funding partner for many of the Forum’s identified Capital Improvement Projects throughout the watershed.

Supporting Funding for a Watershed Hydrology Study

If the Forum decides to go forward with a study to assess the hydrology of the watershed as a whole following the work done on Lake Ballinger and in Lake Forest Park, then supporting funding for this study becomes a key priority.

Potential funding partners could include the Army Corps of Engineers, FEMA Pre-Disaster Mitigation funding or funds through a state capital budget.

Building a New Grant Program to support Culvert Replacement

The Forum should seek to create a new competitive grant program at the federal level for culvert replacement projects that have failed and need to be replaced or that are connected to habitat restoration for species recovery.

This effort is likely to take some time to accomplish – beyond the current Congress for certain – but could be started in 2018 with the goal of securing this program in the years following the completion of the hydrology study so the Forum would have a potential funding source to partner with it for key watershed projects.

Supporting the Green Stormwater Initiatives in Congress

Congressmen Derek Kilmer and Denny Heck have started a long term effort to improve the health of Puget Sound through a series of federal efforts including making stormwater management a scoring criteria for federal infrastructure grants, creating a new refundable tax credit for stormwater management and enhancement and similar efforts.

The Forum has the ability to be a key thought leader in the effort to push this legislation given its collaborative nature and multi-jurisdictional boundary.

While these efforts are endorsed by Forum-members on a municipal basis, having the Forum as a key ally for Congress on these efforts would be a key strength. The Green Stormwater effort in Congress includes:

- Adding green stormwater criteria to transportation and infrastructure grant awards;
- Providing a refundable tax credit for private Green Stormwater infrastructure investments and maintenance; and
- Other opportunities to improve the water quality of Puget Sound.

Additional activities beyond these key priorities are listed below.

We are always open to modifications and changes in our approach and our defined scope of services. As a small consultancy, we take pride in being nimble and agile to maximize client opportunities.

Support Federal Funding for the Lake Ballinger/McAleer Creek Watershed Forum

- Work with the Lake Ballinger/McAleer Creek Watershed Forum to identify the funding needs and get detailed information about priority projects contained in the Forum’s Capital Improvement Plan.
- Review Forum planning documents and budget to ascertain the full range of Forum initiatives and determine which Forum projects are eligible for support through the existing federal funding programs.
- Advise the Lake Ballinger/McAleer Creek Watershed Forum about which projects ought to be prioritized for federal grants, directed federal spending via appropriations and authorization bills.
- Assist the Forum with its engagement with the Seattle office of the U.S. Army Corps of Engineers and utilize the delegation to bolster this relationship to result in funding for the Forum.

Prepare and Support the Lake Ballinger/McAleer Creek Watershed Forum Within Federal Funding Opportunities

- Advise the Forum about the creation of collateral materials for federal funding requests.

- Work with the Forum to identify potential supporters for project requests and secure letters of endorsement.
- Coordinate formal submission of appropriations requests, if applicable, and ensure compliance with all deadlines.
- Work with Forum on the Water Resources Development Act implementation and seek federal funds to support the Forum's activities.
- Determine legislative tactics Congress may utilize to enact federal appropriations bills and implement a strategy to preserve funds targeted for the Lake Ballinger Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and appropriations process throughout the year with regular legislative updates provided to the Forum.

D.C. Lobbying Meetings

- Schedule meetings in Washington, D.C. as necessary with Lake Ballinger/McAleeer Creek Watershed Forum representatives and Congressman Larsen, Congresswoman Jayapal, Representative DelBene and Senators Murray and Cantwell. We also may schedule meetings with other members of the delegation as relevant.
- Include the D.C.-based liaison for Washington State Governor Inslee as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for federal funding and policy requests and meetings with Forum representatives and elected officials.
- Attend and facilitate meetings in Washington, D.C.
- Prepare Lake Ballinger/McAleeer Creek Watershed Forum officials for congressional meetings.
- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.
- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- Ensure the delegation is prepared to engage federal Agencies in support of the Forum as necessary and as appropriate.
- Ensure the delegation is prepared to swiftly respond in the event of a flooding event to coordinate disaster relief and support.

Involvement of Lake Ballinger/McAleeer Creek Watershed Forum Member Staff and Elected Officials

- Issue monthly activity reports to Forum representatives detailing specific actions taken on the Forum's behalf.
- Engage the Forum's elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.

- Counsel the Forum about locally-based lobbying activities to further the Forum's legislative and federal funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum

- Solicit support from each Member of Congress that we are seeking support from (i.e. Congressman Rick Larsen, Congresswoman DelBene, Congresswoman Pramila Jayapal, Senator Patty Murray and Senator Maria Cantwell) for our federal funding and policy requests.
- Maintain year-long direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum's projects and have an in-depth discussion about the Forum's funding and policy needs.

Grant Funding Strategy

- Solicit support from the Governor and the congressional delegation for the relevant Forum grant applications.

BUDGET

The Johnston Group proposes to complete the scope of services outlined in this proposal for a fixed monthly retainer of \$3,000 starting January 1, 2018 and ending on December 31, 2020. This retainer is unchanged from the contract in place for 2016-2017.

This retainer includes all expenses with the exception of transportation and lodging connected to travel to Washington, D.C. Expenses will be billed to Forum at cost and in arrears.

Either the Forum or the Johnston Group may terminate this contract with 30 days written notice at any time for any reason. Both parties may modify the scope and terms of this engagement upon mutual agreement at any time.

The opportunity to continue to work with the Lake Ballinger / McAleer Creek Watershed Forum is an exciting one for the Johnston Group, and we are willing to structure the relationship in a way that works for both organizations. If necessary, we would be pleased to modify this proposal to meet the specific project or budget needs of the Forum.

- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.

- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum’s funding and policy agenda.
- Ensure the delegation is prepared to engage federal Agencies in support of the Forum as necessary and as appropriate.
- Ensure the delegation is prepared to swiftly respond in the event of a flooding event to coordinate disaster relief and support.

Involvement of Lake Ballinger/McAleer Creek Watershed Forum Member Staff and Elected Officials

- Issue monthly activity reports to Forum representatives detailing specific actions taken on the Forum’s behalf.
- Engage the Forum’s elected officials and staff as necessary to contact Members of Congress and their staff as appropriate in support of the funding requests.
- Counsel the Forum about locally based lobbying activities to further the Forum’s legislative and federal funding priorities, potentially including meeting in North King County / South Snohomish County with members of the federal delegation, participation in congressional sponsored events in Washington State and the continued involvement of district based congressional staff in Forum meetings.
- Draft correspondence as appropriate for the Forum to send to Congress on policy issues and other legislative concerns.
- Work to include Forum elected leadership in delegation based policy discussions as they develop and as appropriate.

Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum

- Solicit support from each Member of Congress that we are seeking support from (i.e. Congressman Rick Larsen, Congresswoman Susan DelBene, Congresswoman Pramila Jayapal, Senator Patty Murray and Senator Maria Cantwell) for our federal funding and policy requests.
- Maintain yearlong direct engagement with targeted Members of Congress and their staff.
- Prioritize a visit to the Watershed by district congressional staff to get a firsthand look at the Forum’s projects and have an in-depth discussion about the Forum’s funding and policy needs.

Grant Funding Strategy

- Solicit support from the Governor and the congressional delegation for the relevant Forum grant applications.

INTERLOCAL AGREEMENT
for the Governmental Jurisdictions within the Lake Ballinger/McAleeer Creek
Watershed Including the Cities of Edmonds, Lake Forest Park, Lynnwood,
Mountlake Terrace, Shoreline and Snohomish County

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among Snohomish County, a political subdivision of the state of Washington, and the cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, and Shoreline, all municipal corporations of the state of Washington. The parties executing this Agreement are located in King and Snohomish Counties, lying wholly or partially within the Watershed Area defined in Section 1.1 below (individually for those executing this Agreement "Member Jurisdiction" and collectively "Member Jurisdictions"). The Member Jurisdictions share interests in and responsibility for addressing long-term watershed planning and conservation and wish to provide for development of various activities and projects therein.

A. MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **WATERSHED AREA:** The *Watershed Area* is defined as those waters draining to Lake Washington through surface and subsurface natural or constructed water conveyance systems consisting of Hall Lake, Hall Creek, Chase Lake, Echo Lake, Lake Ballinger, McAleeer Creek and all other known surface and subsurface tributary drainages along with the associated pipe conveyance systems connected to existing surface conveyance as further delineated on the watershed map attached as Exhibit A and collectively known as the Lake Ballinger/McAleeer Creek Watershed. Additional tributary drainage areas identified in the future that are not currently listed on Exhibit A may be added to the Exhibit A by amendment of this Agreement.
 - 1.2 **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as *Member Jurisdictions* are Snohomish County, and the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace and Shoreline.
 - 1.3 **MEMBER JURISDICTION:** A *Member Jurisdiction* as referred to herein is a government eligible for participation in this Agreement that has also executed this Agreement.
 - 1.4 **LAKE BALLINGER/McALEER CREEK WATERSHED FORUM:** The *Lake Ballinger/ McAleeer Creek Watershed Forum* (hereinafter referred to as the *Forum*) created herein is the governing body responsible for implementing this Agreement and is comprised of designated representatives of *Eligible Jurisdictions* who have authorized the execution of and become *Member Jurisdictions* of this Agreement.
 - 1.5 **STRATEGIC ACTION PLAN:** *The Strategic Action Plan*, as referred to herein, is the plan developed by the Forum and adopted by all Member

Jurisdictions to address water resource issues within the **Watershed Area** as provided in this Agreement. The plan identifies specific actions and projects to address the identified water resource issues and is attached as Exhibit B.

- 1.6 **CAPITAL IMPROVEMENT PLAN:** The **Capital Improvement Plan**, as referred to herein, is the set of projects developed in the **Strategic Action Plan** to address the identified water resource issues. The **Capital Improvement Plan** lists specific projects, estimated costs, proposed funding mechanisms and project lead agency and is attached as Exhibit C.
 - 1.7 **FISCAL AGENT:** The **Fiscal Agent** is the entity designated to perform all accounting and contract management services for the **Forum**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.
 - 1.8 **SERVICE PROVIDER(S):** The **Service Provider(s)**, as used herein, means that individual consultant or other entity which provides a service to and for the **Forum** and who is directed to carry out actions as determined or assigned by the **Forum**, including but not limited to, preparation of meeting agendas and minutes, maintaining documents and records, researching federal and state appropriation opportunities, and researching and applying for local, state and federal grants in support of the **Strategic Action Plan** and the **Capital Improvement Plan**.
 - 1.8.1 **Service Provider Operating Fund:** The **Service Provider Operating Fund** is the fund established for activities of the **Service Provider(s)** in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**. The fund budget is set each year by action of the Forum and authorized by budget allocation from each **Member Jurisdiction**.
 - 1.9 **STEERING COMMITTEE and PROJECT SUBCOMMITTEES:** The **Steering Committee** is composed of executive level staff members of each **Member Jurisdiction** who will provide specific guidance to technical level staff on the **Project Subcommittees** for each of the projects identified in the **Capital Improvement Plan** based on policy direction from the Forum.
2. **PURPOSES.** The purposes of this Agreement include the following:
- 2.1 To provide a mechanism and governance structure for the implementation of the **Strategic Action Plan** and to share the cost of **Service Provider(s)** to coordinate and provide the services necessary for the successful implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.
 - 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies, federal agencies or other sources to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
 - 2.3 To provide a framework for cooperation and coordination among the member jurisdictions on issues relating to the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.

2.4 To develop and articulate to state and federal legislators, watershed based positions on stormwater management issues, conservation issues, funding or any other issues jointly identified by the **Member Jurisdictions**.

2.5 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed conservation efforts.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any individual **Member Jurisdiction** or water quality policy body.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided that after such execution, this Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect, unless terminated as provided in Section 9, until December 31, 2013; provided, however, that this Agreement may be extended for such additional terms as the **Member Jurisdictions** may agree to in writing.

4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby establish the **Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee and an alternate (elected official or designee and alternate hereinafter referred to as designee) to serve as its representative on the **Forum** along with a **Steering Committee** representative to carry out the policy direction of the Forum.

4.1 Upon the effective execution of this Agreement and the appointment of designees from each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose, according to the voting provisions of Section 5, representatives to serve as **Forum Chair** and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings including the development of the agendas, running the meeting and providing leadership to the **Forum**.

4.2 The **Forum** shall have the authority and mandate to do the following:

4.2.1 Review and evaluate at least annually the duties to be assigned to the **Steering Committee** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.

4.2.2 Review **Steering Committee** progress on implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** on a quarterly basis and provide for whatever actions it deems appropriate to ensure that such development is efficiently, effectively and responsibly delivered in the performance of this Agreement.

4.2.3 On or before September 1 of each year, establish and approve a **Service Provider Operating Fund** budget for the following calendar year for the activities of the **Service Provider(s)**, proposing the level

of funding and total resource obligations of the **Member Jurisdictions** to support the activities of the **Service Provider(s)** which are to be allocated in accordance with the formula set forth in Exhibit D.

4.2.4 Review and evaluate at least annually the duties to be assigned to the **Service Provider(s)** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.

4.2.5 Oversee and administer the allocation of resources available to the **Forum** to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.

4.3 The **Forum** designees may adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation according to the voting provisions of Section 5.

5. **VOTING.** The **Forum** designees shall make decisions, approve goals and objectives, specify work priorities and perform any other actions necessary to carry out the purposes of this Agreement as follows:

5.1 No action or binding decision will be taken by the **Forum** without the presence of a quorum of active **Member Jurisdiction** designees. A quorum exists if a majority of the **Member Jurisdiction** designees are present at the **Forum** meeting. The voting procedures provided for in 5.2 and 5.3 are conditioned upon there being a quorum of the active **Member Jurisdiction** designees present for any action or decision to be effective and binding.

5.2 Decisions shall be made using a consensus model as much as possible. Each designee agrees to use their best effort and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Member Jurisdiction** designees at the meeting or by a majority recommendation agreed upon by the **Member Jurisdiction** designees.

5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Forum**, the **Forum** shall take action on a majority basis, as follows:

5.3.1 Each **Member Jurisdiction**, through its appointed designee, may cast its vote in connection with a proposed **Forum** action.

5.3.2 For any action subject to voting to be deemed approved, an affirmative vote must be cast by a majority of the **Member Jurisdiction** designees. No action shall be valid and binding on the **Member Jurisdiction** until it shall receive majority of votes of the total number of **Member Jurisdiction** designees. A vote of abstention shall be recorded as a "no" vote.

6. **OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.**

6.1 Each **Member Jurisdiction** shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the

operating fund adopted by the **Forum** under this Agreement and described in Section 4.2.3.

- 6.2 On or before September 1 of each year of this Agreement, the **Forum** shall adopt a **Service Provider** budget for the following calendar year. The **Service Provider** budget shall propose the level of funding responsibilities of the individual **Member Jurisdictions** for the following calendar year and shall propose the levels of funding to be allocated to the **Service Provider** budget for implementation activities related to the **Strategic Action Plan** and the **Capital Improvement Plan** within the **Watershed Area**. The **Member Jurisdictions** shall thereafter take separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed operating fund, and shall have done so no later than December 31st of each such year, provided that the financial obligations of each Member Jurisdiction to fund this Agreement after December 31, 2011 are contingent upon local legislative appropriation of necessary funds in future fiscal years; and provided that financial obligations imposed herein shall not be for the purpose of funding the design or construction of specific **Capital Improvement Plan** projects.
 - 6.3 Funds collected from any source on behalf of the **Forum** shall be maintained in a special fund by the **Fiscal Agent** as *ex officio* treasurer on behalf of the **Forum** pursuant to rules and procedures established and agreed to by the **Forum**. The **Fiscal Agent** shall also serve as the contractual agent for the **Member Jurisdictions** in acquiring any services needed, including those provided by the **Service Provider(s)**, in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** as directed by the **Forum**. The **Fiscal Agent** shall establish billing practices and collection procedures in the format established by the Washington State Auditor, and utilize its established purchasing authority and procedures, and any other procedures as may be necessary to provide for its efficient administration and operation. Any **Member Jurisdiction** may inspect and review all records maintained in connection with the special fund maintained by the **Fiscal Agent** at any reasonable time.
 - 6.4 The **Fiscal Agent**, in the performance of its duties, shall not exceed the budgeted amounts authorized by the **Forum** and/or the total funds as appropriated by the individual **Member Jurisdictions**.
7. **LATECOMERS.** An **Eligible Jurisdiction** listed in Section 1.2 which has not become a **Member Jurisdiction** within six (6) months of the effective date of this Agreement may become a **Member Jurisdiction** only with the written consent of all the **Member Jurisdiction**. The provisions of Section 5 otherwise governing decisions of the **Forum** shall not apply to this Section 7. The **Member Jurisdictions** and the county or city seeking to become a **Member Jurisdiction** shall jointly determine the terms and conditions under which the county or city may become a **Member Jurisdiction**. These terms and conditions shall include payment by such county or city to the **Member Jurisdictions** of the amount determined jointly by the **Member Jurisdictions** and the county or city to represent such county or city's fair and proportionate share of all costs

associated with activities undertaken by the **Forum** and the **Member Jurisdictions** on its behalf as of the date the county or city becomes a **Member Jurisdiction**. Any county or city that becomes a **Member Jurisdiction** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Member Jurisdictions**.

8. **TERMINATION.** This Agreement may be terminated by any **Member Jurisdiction**, as to that **Member Jurisdiction** only, upon sixty (60) days written notice to the other **Member Jurisdictions**. The terminating **Member Jurisdiction** shall remain fully responsible for meeting all of its funding obligations for expenditures authorized by the jurisdiction, but only for costs incurred prior to the date of the notice. This Agreement may be terminated at any time by the written agreement of all **Member Jurisdictions**.
9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each **Member Jurisdiction** shall protect, defend, hold harmless and indemnify the other **Member Jurisdictions** to include the officers, employees, agents and contractors of the **Member Jurisdiction**, 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 **Member Jurisdiction's** own negligent acts or omissions, torts and wrongful or illegal acts related to such **Member Jurisdiction's** participation and obligations under this Agreement. Each **Member Jurisdiction** 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 **Member Jurisdiction**, by mutual negotiation, hereby waives, with respect to the other **Member Jurisdictions** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to **Member Jurisdictions** exercising the right of termination pursuant to Section 9.
10. **NO ASSUMPTION OF LIABILITY.** In no event do the **Member Jurisdictions** intend to assume any responsibility, risk or liability of any other **Member Jurisdiction** or otherwise with regard to any **Member Jurisdiction's** duties or any act, statute or regulation of any local municipality or government, the State of Washington or the United States.
11. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no **Member Jurisdiction** is committing to adopt or implement any actions or recommendations that may be contained in the **Strategic Action Plan** and the **Capital Improvement Plan** pursuant to this Agreement.

12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the *Member Jurisdiction* 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 *Member Jurisdiction* that is not a party to such decision or agreement.
13. **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 NMFS, USFWS, 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 *Forum* or any of the *Member Jurisdictions*, or their officers, elected officials, agents and employees, to any third party.
14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the *Member Jurisdictions*, represented by affirmative action by their legislative bodies.
15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each *Member Jurisdiction* must approve this Agreement before any representative of such *Member Jurisdiction* may execute this Agreement.
17. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each *Member Jurisdiction* in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
18. **ATTORNEY FEES.** In the event a *Member Jurisdiction* brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing *Member Jurisdiction* shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.