

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. AB2016-258

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator: G. Stoyka	GSS	8/22/16	<div style="text-align: center;"> RECEIVED SEP 06 2016 WHATCOM COUNTY COUNCIL </div>	9/13/16	Natural Resources /Council
Division Head: G. Stoyka	GSS	8/22/16			
Dept. Head: J. Hutchings	JH	8/23/16			
Prosecutor: D. Gibson	DG	08/31/16			
Purchasing/Budget: B. Bennett					
Executive: J. Louws	JL	9/6/16			
TITLE OF DOCUMENT: Interlocal Agreement Between Lummi Nation, Nooksack Indian Tribe, Washington State Department of Fish & Wildlife, and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas and Public Utility District No. 1 of Whatcom County regarding coordinated water and natural resources management.					
ATTACHMENTS: <ul style="list-style-type: none"> Memo Interlocal Agreement 					
SEPA review required? () Yes (X) NO SEPA review completed? () Yes () NO			Should Clerk schedule a hearing? () Yes (X) NO Requested Date:		
SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.) Interlocal Agreement Between Lummi Nation, Nooksack Indian Tribe, Washington State Department of Fish & Wildlife, and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas and Public Utility District No. 1 of Whatcom County regarding coordinated water and natural resources management.					
COMMITTEE ACTION: 9/13/2016: Removed from the agenda			COUNCIL ACTION: 9/13/2016: Withdrawn		
Related County Contract #:		Related File Numbers:		Ordinance or Resolution Number:	
Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council .					

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

Jon Hutchings
Director



RECEIVED

AUG 31 2016

Memorandum

**JACK LOUWS
COUNTY EXECUTIVE**

To: The Honorable Jack Louws, Whatcom County Executive
Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Whatcom County Public Works Director *JH*

From: Gary Stoyka, Whatcom County Natural Resources Manager *DS*

Re: Interlocal Agreement combining the functions of the WRIA 1 Watershed Management Project Joint Board and Salmon Recovery Board

Date: August 22, 2016

Enclosed is an Interlocal Agreement between Whatcom County and Lummi Nation, Nooksack Indian Tribe, Public Utility District No. 1 of Whatcom County, the Washington Department of Fish & Wildlife, and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, establishing a framework to coordinate water and natural resources management for your review and signature.

▪ **Background and Purpose**

In 1999, under a Memorandum of Agreement and acting as the Initiating Governments under RCW 90.82 and consistent with RCW 39.32 Interlocal Cooperation Act, the City of Bellingham, Whatcom County, and Public Utility District No. 1 of Whatcom County (PUD No. 1) entered into an Interlocal Agreement with the Lummi Nation and Nooksack Indian Tribe establishing themselves as the "WRIA 1 Watershed Management Project Administrative Decision Makers" and designating it as the "Watershed Management Project Joint Board" for purposes of the WRIA 1 planning process. In 2004, the Lummi Nation, Nooksack Indian Tribe, and Washington State Department of Fish and Wildlife as the fishery co-managers and Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas as land use managers entered into an Interlocal Agreement denominating themselves as the WRIA 1 Salmon Recovery Board and pursuant to RCW 77.85.050 designated such Board as the salmon recovery lead entity for WRIA 1 to ensure cooperative and proactive implementation of a jointly developed and adopted Chinook Recovery Plan. In 2011, the Puget Sound Partnership's Leadership Council designated the WRIA 1 integrated implementation structure under the WRIA 1 Joint Board and WRIA 1 Salmon Recovery Board as the local integrating organization for the Whatcom Action Area, and the two WRIA 1 Boards prepared a signature document accepting the designation as the WRIA 1 Policy Boards.

Parties to the 1999 Interlocal Agreement and the 2004 Interlocal Agreement are willing and desire to terminate their previous agreement establishing themselves as the Watershed Management Project Joint Board and the WRIA 1 Salmon Recovery Board and combine the duties and functions of their roles under the 1999 Interlocal Agreement with the roles and functions of the WRIA 1 Salmon Recovery Board under a new comprehensive Interlocal Agreement and establish this combined board as the salmon recovery lead entity and local integrating organization.

▪ **Funding Amount and Source**

This agreement does not require the expenditure of any funds. Parties to the agreement plan to develop a funding strategy for joint activities following the establishment of the new board.

Please contact Gary Stoyka at extension 6218 if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201608017

Originating Department:	Public Works
Program/Project: <i>(i.e. Dept. Division and Project)</i>	Natural Resources
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	Various
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p>	
<p>Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____</p> <p style="text-align: right;">(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p>	
<p>Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____</p>	
<p>Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____</p>	
<p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>N/A</u></p>	
<p>Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.</p>	
<p>If YES, indicate exclusion(s) below:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional.</p> <p><input type="checkbox"/> Contract work is for less than \$100,000.</p> <p><input type="checkbox"/> Contract work is for less than 120 days.</p> <p><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</p> </div> <div style="width: 48%;"> <p><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p> </div> </div>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ <u>0</u></p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ <u>0</u></p>	<p>Contracts that require Council Approval (incl. agenda bill & memo)</p> <ul style="list-style-type: none"> Professional Services Agreement above \$20,000. Bid is more than \$50,000. Professional Service Contract Amendments that have an increase greater than \$20,000 and other contracts with a cumulative increase greater than \$50,000. <p>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</p>
<p>Summary of Scope: This is an Interlocal agreement between 12 government entities concerning the function of the WRIA 1 Watershed Management Project Joint Board and the Salmon Recovery Board. This agreement requires no expenditure of funds with any entity.</p>	
Term of Contract:	Expiration Date: <u>Ongoing</u>

Contract Routing:	1. Prepared by: <u>G Stoyka</u>	Date: <u>8/15/16</u>
	2. Attorney signoff: <u>D Gibson via email</u>	Date: <u>8/16/16</u>
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____ ✓	Date: <u>8/31/16</u>
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

INTERLOCAL AGREEMENT
BETWEEN

LUMMI NATION, NOOKSACK INDIAN TRIBE, WASHINGTON STATE DEPARTMENT OF FISH AND
WILDLIFE, WHATCOM COUNTY, AND THE CITIES OF BELLINGHAM, BLAINE, EVERSON,
FERNDAL, LYNDEN, NOOKSACK, AND SUMAS,
AND PUBLIC UTILITY DISTRICT NO.1 OF WHATCOM COUNTY

WHEREAS, effective natural resource management requires a collaborative and coordinated
framework for advancing a shared vision that integrates the full range of existing and future natural
resource management efforts across jurisdictions in Water Resources Inventory Area (WRIA) 1; and

WHEREAS, long-term environmental, land use, fisheries and water resource management
practices have contributed to the decline of salmonid species, including native Nooksack Chinook
populations included in the Puget Sound Chinook Evolutionarily Significant Unit listed as Threatened
under the Endangered Species Act (ESA); WRIA 1 Bull Trout that are components of the Puget Sound
and Coastal Bull Trout Distinct Population Segment (DPS) listed as Threatened under ESA; and WRIA 1
steelhead that are components of the Puget Sound Steelhead DPS listed as Threatened under ESA; and
other salmonid and shellfish resources; and

WHEREAS, a goal of the Watershed Management Project is to have water of sufficient quantity
and quality to meet the needs of current and future human generations, including the restoration of
salmon, steelhead, and other salmonid and shellfish populations to healthy and harvestable levels and
improvement of habitats on which fish rely; and

WHEREAS, another goal of the Watershed Management Project is to ensure that the water
resources in WRIA 1 are managed to balance the competing water resource demands for the WRIA in a
manner that combines and coordinates data collection efforts, is consistent with ESA recovery actions,
ensures that the water quality standards for the designated uses of each water body are achieved,
provides economic and environmental certainty for stakeholders and communities, and does not conflict
with other existing local agreements, state statutes, federal laws, tribal laws, or tribal treaty rights; and

WHEREAS, in 1999 under a Memorandum of Agreement and acting as the Initiating
Governments under RCW 90.82 and consistent with RCW 39.32 Interlocal Cooperation Act, the City of
Bellingham, Whatcom County, and Public Utility District No. 1 of Whatcom County (PUD No. 1) entered
into an Interlocal Agreement with the Lummi Nation and Nooksack Indian Tribe establishing themselves
as the "WRIA 1 Watershed Management Project Administrative Decision Makers" and designating it as
the "Watershed Management Project Joint Board" for purposes of the WRIA 1 planning process; and

WHEREAS, in 2005 the *WRIA 1 Watershed Management Plan-Phase 1* was completed and
approved by the WRIA 1 Planning Unit and the councils and commissions of the local and tribal
governments in WRIA 1; and

WHEREAS, in 2004 the Lummi Nation, Nooksack Indian Tribe, and Washington State
Department of Fish and Wildlife as the fishery co-managers and Whatcom County and the cities of
Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas as land use managers entered
into an Interlocal Agreement denominating themselves as the WRIA 1 Salmon Recovery Board and

pursuant to RCW 77.85.050 designated such Board as the salmon recovery lead entity for WRIA 1 to ensure cooperative and proactive implementation of a jointly developed and adopted Chinook Recovery Plan; and

WHEREAS, in 2005 the *WRIA 1 Salmonid Recovery Plan* was adopted by the WRIA 1 Salmon Recovery Board and was submitted to and included in the Shared Strategy Recovery Plan for the Puget Sound Chinook ESU, which was subsequently adopted with an additional supplement by the National Marine Fisheries Service as the official recovery plan for the listed Chinook under the Endangered Species Act section 4(f); and

WHEREAS, in 2011 the Puget Sound Partnership's Leadership Council designated the WRIA 1 integrated implementation structure under the WRIA 1 Joint Board and WRIA 1 Salmon Recovery Board as the local integrating organization for the Whatcom Action Area, and the two WRIA 1 Boards prepared a signature document accepting the designation as the WRIA 1 Policy Boards; and

WHEREAS, parties to the 1999 Interlocal Agreement are willing and desire to terminate their previous agreement establishing themselves as the Watershed Management Project Joint Board and combine the duties and functions of their roles under the 1999 Interlocal Agreement with the roles and functions of the WRIA 1 Salmon Recovery Board under a new comprehensive Interlocal Agreement; and

WHEREAS, parties to the 2004 Interlocal Agreement are willing and desire to terminate their previous agreement establishing themselves as the WRIA 1 Salmon Recovery Board and combine the duties and functions of their roles under the 2004 Interlocal Agreement with the roles and functions of the Salmon Recovery Board and establish this combined board as the salmon recovery lead entity and local integrating organization; and

WHEREAS, the dissolution of the WRIA 1 Joint Board is consistent with formalizing advancement of the integrated implementation structure that has been progressing in increments since 2007, retains a collaborative multi-jurisdictional decision-making process for tribal participation, increases efficiency of operations, and retains the integrated implementation structure in place in 2011 under which the Local Integrating Organization was established.

NOW, THEREFORE, BE IT AGREED by the parties hereto, namely the Lummi Nation, Nooksack Indian Tribe, Washington State Department of Fish and Wildlife, Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, and the PUD No. 1 that:

WRIA 1 Watershed Management Board. There is hereby established the WRIA 1 Watershed Management Board, hereafter referred to as the Board, consisting of one representative from each of the parties to this agreement.

The primary functions of the Board are to

- 1) Facilitate implementation and adaptive management of the *WRIA 1 Watershed Management Plan-Phase 1* as currently constituted or subsequently amended;
- 2) Coordinate the implementation and adaptive management of the *WRIA 1 Salmonid Recovery Plan* and associated implementation documents, serve as the Lead Entity for WRIA 1, coordinate participation in Puget Sound salmon recovery efforts, and coordinate

the development, implementation and adaptive management of WRIA 1 watershed chapters of recovery plans for ESA listed salmonids and other salmonid species as warranted;

- 3) Coordinate planning, implementation, monitoring and adaptive management of ecosystem recovery actions in WRIA 1 consistent with agreed local goals and objectives, and serve as the WRIA 1 Local Integrating Organization and a partner in the Puget Sound Partnership in representing WRIA 1 goals and priorities; and
- 4) Other related activities as agreed to by the Board.

The Board defined herein is established solely for cooperative efforts within WRIA 1 and its creation does not change the rights, authority, or responsibility for any resource management issue of any of the participants.

It is recognized that state and federal agencies represent technical, legal, and financial resources needed for the long-term success of the Board. Proactive engagement of and participation by state and federal agencies may be accomplished through the Board and through the caucuses described herein, whenever possible and appropriate.

Fishery Co-Managers Caucus. Parties to this agreement that are members of the Fishery Co-Managers caucus include the Lummi Nation, Nooksack Indian Tribe, and Washington State Department of Fish and Wildlife (WDFW). The Fishery Co-Managers caucus will designate a representative to serve as a co-chair of the Board and must represent the caucus position on matters before the Board. The Fishery Co-Managers caucus will determine its own operating procedures.

Local Government Caucus. Parties to this agreement that are members of the Local Government caucus include Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack and Sumas. The PUD No. 1, as an Initiating Government for Watershed Planning and a signatory to this Agreement is a member of the Local Government caucus for purposes of decision-making. For matters pertaining to all projects or programs within or otherwise affecting any portion of WRIA 1 located within Skagit County, a representative delegated by the Skagit County Board of Commissioners may be invited to participate in the Local Government Caucus during its deliberation and formulation of a position for the topic under discussion. The Local Government caucus will designate a representative to serve as a co-chair of the Board and must represent the caucus position on matters before the Board. The Local Government caucus will determine its own operating procedures.

Discussions, Decision-Making and other Actions by the Board.

The process of the WRIA 1 Watershed Management Board is supported by designated teams and work groups as described in Exhibit A. The structure and decision-making process for the Board is described below.

1. All members of the Board and their staff may speak during agenda matters being discussed by the Board representatives. Individuals other than Board members attending a meeting of the Board may participate in agenda discussions only if the Board determines the matter is open to direct participation by others.

1 2. Affirmative action or decision by the Board requires a consensus of all parties attending or the
2 agreement of both caucus representatives.

3 In addition to actions by the caucuses, the Board may form advisory work groups to support the
4 efforts of the Board and to assist in resolving difficult issues of science and fact.

5 The actions of the Board are not binding on the respective legislative bodies until approved by
6 those bodies. It is understood and agreed that discussions and actions by the Board are to be conducted
7 and carried out in good faith between the parties to this agreement.

8 **Guiding Principles.**

- 9 1. Each participant on the Board understands that this collaborative effort is not intended to
10 diminish, expand or define the rights of any participant.
- 11 2. The relationship between federal, tribal, and state resource managers is complex. So too is the
12 relationship between Indian treaty rights and the state and federal laws designed to protect and
13 recover salmon. The exact parameters of these relationships have not been clearly defined in all
14 instances. Notwithstanding these areas of uncertainty, participating tribes, the state, the federal
15 agencies, and local governments in WRIA 1 are committed to working together to protect and
16 restore ecosystem functions supporting sustainably harvestable salmon runs and clean water
17 sufficient for the salmon shellfish, and community needs.
- 18 3. All parties, reserve the right to seek different or additional measures viewed as necessary to carry
19 out treaty rights and/or ensure compliance with other local, state, or federal laws.
- 20 4. Support a way of life in Whatcom County that meets the vision of residents and their leaders.

21 **Budgetary and Financial Authority.** The Board does not have authority to receive, budget, or
22 expend funds, or to hire staff or acquire assets. All actions of the Board are to be implemented through
23 the individual parties to this agreement. The Board may designate a party to this agreement to act on its
24 behalf as a fiscal agent for the management and execution of grants authorized and approved by the
25 Board. A fiscal agent shall carry out administrative and fiscal duties authorized by the Board or a
26 designated group of key staff. Parties implementing grants on behalf of the Board shall be responsible for
27 reporting the outcomes of such grants to the Board.

28 **Meetings and Record Keeping.** All meetings of the Board are open to members of the public
29 unless the Board determines the discussion of an agenda item is confidential in nature and can be
30 discussed in closed session in compliance with RCW 42.30 Open Public Meetings Act by affected parties
31 to this agreement. .

32 Summary minutes, including the topics discussed, general nature of the discussion, and action
33 items adopted by the Board will be prepared, approved by the Board, and distributed to each party to this
34 agreement for purposes of their administrative record and other applicable legislative and/or legal
35 requirements.

1 **Term.** This agreement shall commence on _____ and shall continue indefinitely
2 until cancelled by agreement of the two caucuses or due to a majority of a caucus membership
3 terminating participation described below.

4 **Termination.** A party may terminate its participation in and under this agreement thirty days after
5 providing written notice to the other parties of its intent to do so, subject to satisfaction of all obligations
6 supported by and entered into on behalf of the Board.

7 The Lead Entity and its authority described herein shall survive termination of participation by any
8 party to this agreement. However, should a majority of the herein-named members of either the Fishery
9 Co-Manager Caucus or the Local Government Caucus terminate participation, then this agreement shall
10 become null and void for all remaining parties upon satisfaction of all obligations of individual parties
11 supported by and entered into on behalf of the Board.

12 **Relationship of the Parties.** The parties hereto agree that each is an independent entity
13 operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative
14 of any party shall be deemed to be an agent, employee, or representative of any other party for any
15 purpose. Each party shall be solely and entirely responsible for the acts of its agents and employees
16 during the term of this agreement.

17 **Indemnification.** Pertaining to those matters jointly undertaken by the parties to this agreement,
18 each party, as an indemnitor, agrees to protect, defend, hold harmless, and indemnify each other party
19 from and against all claims, suits, and actions arising from the intentional, reckless, or negligent acts or
20 omissions of such indemnitor and its agents or employees during the term of this agreement.

21 **Modifications.** No changes or modifications of this agreement shall be valid or binding upon any
22 party to this agreement unless such changes or modifications are in writing and are executed by all
23 parties.

24 **Filing of Agreement.** Notwithstanding any provision to the contrary, this agreement and any
25 modification thereof shall not be effective until a copy hereof is filed with the appropriate person within
26 each entity, including compliance with RCW 39.34.040 by affected parties to this agreement, PROVIDED
27 that any delay in effecting compliance with this section shall not affect the stated term thereof.

28 **Form of Execution.** This agreement may be executed in multiple counterparts.
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34

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
4

5 LUMMI NATION
6 SIGNATURE, AUTHORIZED OFFICIAL
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8
9

10 _____
11 DATE
12
13
14
15

16 STATE OF WASHINGTON)
17) ss
18 COUNTY OF WHATCOM)
19

20 On this _____ day of _____, 2016, before me personally appeared _____
21 to me known to be the _____ of Lummi Nation, who executed the above instrument and who
22 acknowledged to me the act of signing and sealing thereof.
23
24
25

26 _____
27 NOTARY PUBLIC in and for the State of Washington
28 residing at _____
29 My commission expires _____
30
31

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
4

5 NOOKSACK TRIBE
6 SIGNATURE, AUTHORIZED OFFICIAL
7
8
9

10 _____
11 DATE
12
13
14
15
16

17 STATE OF WASHINGTON)
18) ss
19 COUNTY OF WHATCOM)
20

21 On this _____ day of _____, 2016, before me personally appeared _____
22 to me known to be the _____ of Nooksack Tribe, who executed the above instrument and
23 who acknowledged to me the act of signing and sealing thereof.
24
25
26

27 _____
28 NOTARY PUBLIC in and for the State of Washington
29 residing at _____
30 My commission expires _____

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
4

5 WASHINGTON STATE
6 DEPARTMENT OF FISH AND WILDLIFE
7 SIGNATURE, AUTHORIZED OFFICIAL
8
9
10

11 _____
12 ROBERT EVERITT DATE
13 REGIONAL DIRECTOR
14
15
16
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18
19 STATE OF WASHINGTON)
20) ss
21 COUNTY OF WHATCOM)
22

23 On this _____ day of _____, 2016, before me personally appeared _____
24 to me known to be the _____ of Washington Department of Fish and Wildlife, who executed
25 the above instrument and who acknowledged to me the act of signing and sealing thereof.
26
27

28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____
32

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
4

5 WHATCOM COUNTY
6 SIGNATURE, AUTHORIZED OFFICIAL
7
8
9

10 _____
11 JACK LOUWS DATE
12 COUNTY EXECUTIVE
13
14
15
16
17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of Whatcom County, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
25
26
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28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____

32 APPROVED AS TO FORM ONLY:
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34

35 *Daniel L. Gibson* 08/31/16
36

37 DANIEL L. GIBSON DATE
38 WHATCOM COUNTY
39 SENIOR CIVIL DEPUTY PROSECUTING ATTORNEY

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
4

5 CITY OF BELLINGHAM
6 SIGNATURE, AUTHORIZED OFFICIAL
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8
9

10 _____
11 KELLI LINVILLE DATE
12 MAYOR
13
14
15
16
17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of City of Bellingham, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
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26
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28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____

32 APPROVED AS TO FORM ONLY:
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37 _____
38 OFFICE OF THE CITY ATTORNEY DATE

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
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4

5 CITY OF BLAINE
6 SIGNATURE, AUTHORIZED OFFICIAL
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10 _____
11 HARRY ROBINSON DATE
12 MAYOR
13
14
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17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of City of Blaine, who executed the above instrument and who
24 acknowledged to me the act of signing and sealing thereof.
25
26
27

28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____
32
33

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
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5 CITY OF EVERSON
6 SIGNATURE, AUTHORIZED OFFICIAL
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10 _____
11 JOHN PERRY DATE
12 MAYOR
13
14
15
16
17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of City of Everson, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
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26
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28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____
32
33

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
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4

5 CITY OF FERNDALE
6 SIGNATURE, AUTHORIZED OFFICIAL
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8
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10 _____
11 JON MUTCHLER DATE
12 MAYOR
13
14
15
16
17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of City of Ferndale, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
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26
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28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____
32
33

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
4

5 CITY OF LYNDEN
6 SIGNATURE, AUTHORIZED OFFICIAL
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8
9

10 _____
11 SCOTT KORTHUIS DATE
12 MAYOR
13
14
15
16
17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of City of Lynden, who executed the above instrument and who
24 acknowledged to me the act of signing and sealing thereof.
25
26
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28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____
32

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
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4

5 CITY OF NOOKSACK
6 SIGNATURE, AUTHORIZED OFFICIAL
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10 _____
11 JAMES S. ACKERMAN DATE
12 MAYOR
13
14
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16
17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of City of Nooksack, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
25
26
27

28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____
32

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day
2 of _____, 2016.
3
4

5 CITY OF SUMAS
6 SIGNATURE, AUTHORIZED OFFICIAL
7
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10 _____
11 ROBERT BROMLEY DATE
12 MAYOR
13
14
15
16
17

18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
21

22 On this _____ day of _____, 2016, before me personally appeared _____
23 to me known to be the _____ of City of Sumas, who executed the above instrument and who
24 acknowledged to me the act of signing and sealing thereof.
25
26
27

28 _____
29 NOTARY PUBLIC in and for the State of Washington
30 residing at _____
31 My commission expires _____

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of
2 _____, 2016.
3

4
5 PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY
6 SIGNATURE, AUTHORIZED OFFICIAL
7

8
9
10 _____
11 DATE
12
13
14
15
16

17 STATE OF WASHINGTON)
18) ss
19 COUNTY OF WHATCOM)
20

21 On this _____ day of _____, 2016, before me personally appeared _____
22 to me known to be the _____ of Public Utility District No. 1 of Whatcom County, who
23 executed the above instrument and who acknowledged to me the act of signing and sealing thereof.
24
25
26

27 _____
28 NOTARY PUBLIC in and for the State of Washington
29 residing at _____
30 My commission expires _____

Exhibit A

Governance Structure: The governance structure for integrated WRIA 1 programming and the composition and role of each organizational level are described below and appear as a diagram in Attachment A.

WRIA 1 Watershed Management Board: The composition of the WRIA 1 Watershed Management Board is established by Interlocal Agreement.

The WRIA 1 Watershed Management Board's role in the integrated governance structure is to represent signatory government's legislative bodies in questions of high-level WRIA 1 programming. The WRIA 1 Watershed Management Board discusses watershed, salmon, and ecosystem program topics. Endorsements of programs/actions are forwarded from the WRIA 1 Watershed Management Board to the various Legislative Bodies as applicable. Policy representatives of federal, state, and regional agencies and/or programs are intended to interact primarily at the WRIA 1 Watershed Management Board level. Opportunities for Public Comment are provided on agendas of the WRIA 1 Watershed Management Board.

WRIA 1 Management Team: The WRIA 1 Management Team consists of management and policy level staff members representing the WRIA 1 Watershed Management Board signatories. The purpose of the Management Team is to engage in contextual discussions providing the framework for program integration and coordination, administer the program policies of the WRIA 1 Watershed Management Board, provide direction to Work Groups, and make recommendations on program policies to the WRIA 1 Watershed Management Board. Opportunities for Public Comment are provided on agendas of the WRIA 1 Management Team.

Watershed, Salmon, and LIO Work Groups: The Watershed, Salmon, and LIO Work Groups implement actions, programs, projects, and tasks identified by the WRIA 1 Watershed Management Board and/or WRIA 1 Management Team. The Watershed Work Group is composed of staff of Whatcom County, City of Bellingham, Nooksack Indian Tribe, Lummi Nation, PUD No. 1, and the Washington Department of Ecology. The composition of the Salmon Work Group includes staff of the Lummi Nation, Nooksack Indian Tribe, WDFW, Whatcom County, City of Bellingham, U.S. Forest Service, Whatcom Conservation District, Whatcom Land Trust, and Nooksack Salmon Enhancement Association. The Salmon Work Group works with the Combined Review Team, which is a combined citizen/community and technical team consistent with RCW 77.85, whose representation may change annually. The composition of the LIO Work Group includes staff from the Watershed and Salmon Work Groups with the addition of a representative of the small cities and the Whatcom County Marine Resources Committee (MRC) coordinator.

Ad Hoc Work Groups: Work Groups may be established by the Board for topic or program specific purposes with the composition determined in part by the topic or program they are formed to address. The Work Groups are intended to provide significant opportunity for involving private citizens and other community stakeholders in the local implementation process. Work Groups make recommendations to the WRIA 1 Management Team.

Exhibit A

