

AFTER RECORDING RETURN TO:  
KATHRYN BRATCHER  
SNOHOMISH COUNTY COUNCIL  
3000 ROCKEFELLER AVENUE, MS 609  
EVERETT, WA 98201

## INTERLOCAL AGREEMENT FOR SNOHOMISH RIVER BASIN SALMON CONSERVATION PLAN CAPITAL PROGRAM MANAGEMENT SERVICES

This INTERLOCAL AGREEMENT FOR SNOHOMISH RIVER BASIN SALMON CONSERVATION PLAN CAPITAL PROGRAM MANAGEMENT SERVICES (this "Agreement") is made and entered into as of this 16<sup>th</sup> day of February, 2012, by and between **SNOHOMISH COUNTY**, a political subdivision of the State of Washington (the "County"), and the **TULALIP TRIBES OF WASHINGTON**, a federally-recognized Indian tribe (the "Tribe").

### RECITALS

A. Pursuant to the 1855 Treaty of Point Elliott, the Tribe reserved for itself and its members, in common with other citizens of Washington Territory, the right to fish at all of the Tribe's usual and accustomed fishing grounds and stations. The Tribe's treaty fishing rights were recognized and confirmed by the federal courts in the case of U.S. v. State of Washington, 384 F.Supp. 312 (W.D. Wash. 1974), affirmed by, 520 F.2d 676 (9<sup>th</sup> Cir. 1975).

B. In 1998, the Washington legislature passed Engrossed Substitute House Bill 2496, commonly known as the "Salmon Recovery Planning Act." The Salmon Recovery Planning Act created the Governor's Salmon Recovery Office, a state agency governed by chapter 77.85 RCW. The Salmon Recovery Planning Act also amended the mandate for the Puget Sound action team (the predecessor of the Puget Sound Partnership, a state agency governed by chapter 90.71 RCW), to include salmon recovery efforts.

C. The Snohomish River Basin covers approximately 1,856 square miles of land located in Snohomish County and King County, and serves as habitat for several species of salmon. The Snohomish River Basin drains directly into Puget Sound.

D. The Tribe's fishing rights extend throughout the Snohomish River Basin, as well as elsewhere in the region.

E. In 1998, pursuant to the newly enacted RCW 75.46.060 (recodified in 2000 as RCW 77.85.050), a diverse group of local stakeholders in the Snohomish River Basin formed a voluntary, non-partisan coalition called the Snohomish River Basin Salmon Recovery

Forum (the “Forum”) for the purposes of coordinating and advancing salmon recovery efforts within the Snohomish River Basin. Both the County and the Tribe are founding members of the Forum.

F. In March of 1999, the National Marine Fisheries Service (“NMFS”) division of the federal National Oceanic and Atmospheric Administration (“NOAA”), listed Puget Sound Chinook salmon as a “threatened” species under the federal Endangered Species Act, 16 U.S.C. § 1531 et. seq. (“ESA”).

G. In response to the ESA listing of Chinook salmon, a collaborative, grassroots task force known as Shared Strategy for Puget Sound began work on an ESA Section 4(f) recovery plan for Puget Sound Chinook salmon. The Forum participated in this effort. The resulting document, entitled “Puget Sound Salmon Recovery Plan,” was initially presented to NMFS in June of 2005. A revised version of the Puget Sound Salmon Recovery Plan was officially accepted and adopted by NMFS as an approved ESA Section 4(f) recovery plan on January 19, 2007.

H. The Puget Sound Salmon Recovery Plan includes separate chapters for each of the 14 watersheds in the Puget Sound region. The Snohomish River Basin is one such watershed. The chapter of the Puget Sound Salmon Recovery Plan dealing specifically with the Snohomish River Basin is entitled “Snohomish River Basin Salmon Conservation Plan” (the “Conservation Plan”).

I. In 2007, the Washington legislature amended chapter 77.85 RCW to create the Puget Sound Partnership, which replaced the Puget Sound Action Team and the Shared Strategy for Puget Sound as the new Regional Salmon Recovery Entity for Puget Sound.

J. Pursuant to chapter 90.71 RCW and RCW 77.85.080, the Leadership Council of the Puget Sound Partnership is the entity responsible for implementing the Puget Sound Salmon Recovery Plan on a regional level. However, salmon recovery efforts take place at the watershed level as well.

K. The Forum is the entity largely responsible for implementing the habitat protection and restoration elements of the Conservation Plan at the watershed level, as well as coordinating with other agencies and entities to implement other aspects of the Conservation Plan. Chapter 77.85 RCW requires that a “lead entity” be appointed to manage administrative affairs for each watershed having a salmon recovery plan. The County was appointed the administrative “lead entity” for the Forum upon its formation, and remains the administrative lead entity for the Conservation Plan today.

L. Pursuant to chapter 90.71 RCW, the Puget Sound Partnership is responsible for directing grant funds towards approved salmon recovery projects within the Puget Sound region.

M. The Washington State Recreation and Conservation Office (“RCO”), an agency of the State of Washington established by chapter 79A.25 RCW, manages and

distributes grant funds authorized by the Puget Sound Partnership to several programs dedicated to the protection and enhancement of Washington's ecological resources, including the Governor's Salmon Recovery Office and the Salmon Recovery Funding Board.

N. As the administrative lead entity for the Forum, the County has obtained grant funding from RCO to use in implementing the Conservation Plan pursuant to that certain Snohomish Basin Lead Entity Grant Agreement No. 11-1478P, by and between RCO and the County, dated August 26, 2011, as may be subsequently amended (the "Grant Contract").

O. Pursuant to the Grant Contract, the County must fulfill certain capital project management functions, produce certain deliverables, and make regular reports to RCO regarding the Forum's progress in implementing the Conservation Plan.

P. The County currently lacks sufficient personnel to perform all of the required project management and reporting tasks. Accordingly, the County now desires to contract with the Tribe to perform certain project management and reporting tasks, as more fully described in this Agreement.

Q The Tribe, as a member of the Forum and as a holder of treaty rights interests in the promotion and recovery of Chinook salmon pursuant to the Conservation Plan, now desires to perform the project management and reporting tasks described in this Agreement, under the terms and conditions contained herein.

R. Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies, including counties and federally-recognized Indian tribes, to enter into cooperative agreements with one another to make the most efficient use of their respective resources. This Agreement is made pursuant to and shall be governed by the Interlocal Cooperation Act.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tribe agree as follows:

### **1. TERM**

This Agreement shall have retroactive effect. The term of this Agreement (the "Term") shall be deemed to have commenced on January 1, 2012 (the "Commencement Date"), and shall expire on December 15, 2013 (the "Expiration Date"); provided, however, that the County's obligations after December 31, 2012, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with the Snohomish County Charter and applicable law.

## 2. SERVICES

### 2.1 Capital Program Manager Tasks and Deliverables

During the Term of this Agreement, the Tribe shall act as the “Capital Program Manager” for the Conservation Plan, performing each and every one of the capital program management tasks (the “Tasks”) that are described in the scope of work attached to this Agreement as Exhibit A (the “Scope of Work”). The Tasks shall be performed in a good and professional manner, in accordance with both the substantive and procedural requirements specified in the Scope of Work. All deliverables (the “Deliverables”) the Capital Program Manager is required to produce pursuant to the Scope of Work shall be the responsibility of the Tribe. The Tribe shall design and create the Deliverables according to the specifications described in the Scope of Work. The Tribe shall provide the Deliverables to the person(s) and according to the schedule(s) specified in the Scope of Work. All Deliverables shall be of good quality and created in a professional manner. The Tribe shall provide the County with both hard and digital copies of all Deliverables; provided that the County may waive the right to receive a hard copy of any specific Deliverable. Digital copies shall be provided in Microsoft Word format or such other format as may be agreed upon by the County and the Tribe. All Deliverables created pursuant to this Agreement shall be the property of the Forum. As members of the Forum, both the County and the Tribe shall have the right to use the Deliverables.

### 2.2 Reporting Requirements

During the Term of this Agreement, the Tribe shall provide two types of written reports to the County, both of which are required by RCO. All reports provided to the County by the Tribe pursuant to this Agreement shall be completed in a thorough and professional manner. All reports created pursuant to Section 2.2(a) and Section 2.2(b) of this Agreement shall be the property of the Forum. As members of the Forum, both the County and the Tribe shall have the right to use such reports.

#### (a) Quarterly Reports

The first type of report the Tribe shall provide to the County is a spreadsheet regarding status of the Tasks, which shall be provided quarterly (the “Quarterly Report”). The format of the Quarterly Report is shown in Exhibit B to this Agreement. The Tribe may add additional sections and information to the Quarterly Report if the Tribe so desire, but at a minimum, all sections shown on Exhibit B must be completed. Each Quarterly Report shall be provided to the County within 21 calendar days after the end of the fiscal quarter to which the Quarterly Report pertains. For purposes of this Agreement, the fiscal quarters shall be as follows:

<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Q4</b>
July 1 – Sept. 30	Oct. 1 – Dec. 31	Jan. 1 – Mar. 31	April 1 – June 30

Each Quarterly Report shall include up to date information regarding activities conducted during the fiscal quarter at issue.

(b) Semi-Annual Reports

The second type of report the Tribe shall provide to the County is a narrative report describing the progress made during the reporting period with respect to each of the Tasks (the “Semi-Annual Report”). The narrative shall include descriptions of any challenges, lessons learned or recommendations the Tribe may have with respect to each Task. The Semi-Annual Report shall be provided to the County twice a year, within 21 calendar days of the end of Q1 and Q3. The format of the Semi-Annual Report is shown in Exhibit C to this Agreement.

(c) Acceptance by RCO

As the lead entity for the Conservation Plan, the County must deliver reports to RCO regarding the status of the Capital Projects twice a year, within 30 calendar days after the end of Q1 and Q3. The format of report the County must deliver to RCO is attached to this Agreement as Exhibit D. The Semi-Annual Reports provided to the County by the Tribe will constitute the section of Exhibit D labeled “Quarterly Report on Progress of Implementing Your PSAR Amendment.” The Tribe acknowledges and understands that the County intends to use the Quarterly Reports and the Semi-Annual Reports that the Tribe deliver to the County as the basis for the reports the County must deliver to RCO. In the case of the Semi-Annual Reports, the County intends to directly copy and paste the text provided by the Tribe into the County’s report to RCO. Accordingly, it is essential that the County receive the Quarterly Reports and the Semi-Annual Reports within the 21 day timeline specified in Section 2.2(a) and Section 2.2(b), respectively, so that the County can quickly incorporate the information from the Tribe into the County’s reports to RCO and still meet the County’s deadline for reporting to RCO. Additionally, should RCO identify problems with, deficiencies in, or otherwise refuse to accept from the County all or any portion of any one or more of the Quarterly Reports and/or the Semi-Annual Reports provided by the Tribe, the Tribe shall promptly revise such report(s) to correct the errors or deficiencies noted by RCO, and/or to add any additional information requested by RCO.

**2.3 Regular Meetings**

During the Term, the Tribe, as the Capital Program Manager for the Conservation Plan, and the County, as the lead entity for the Conservation Plan, shall work cooperatively to advance the objectives and attain the goals of the Conservation Plan. The County’s lead staff for the Forum (currently, Tim Walls), and the Tribe’s point person in its role as Capital Program Manager (TBD) shall meet on a regular basis, no less than once per week, to discuss strategies for furthering the Conservation Plan and any issues that may have arisen in

performance of the Tasks or creation of the Deliverables. Supervisors from the County (currently, Gregg Farris) and the Tribe (currently, Kit Rawson) will maintain open lines of communication, meeting no less frequently than once per month, to discuss Task status and direction. Either party may alter the identity of its lead staff person or its supervisor by giving written notice to the other party of the personnel change.

#### **2.4 No Sub-Contracting**

The Tribe may not subcontract to any third party any portion of the Tasks to be performed by the Tribe or the Deliverables to be created by the Tribe under this Section 2 without the prior written consent of the County, which consent may be granted or withheld in the County's sole discretion. If the County consents to the Tribe's use of a subcontractor, then (i) the Tribe shall guarantee the subcontractor's performance, (ii) the Tribe shall remain obligated under this Agreement for the performance of the subcontracted services, (iii) the Tribe shall enter into a written agreement with the subcontractor obligating the subcontractor to comply with all of the Tribe's obligations under this Agreement that are applicable to the subcontractor, and (iv) the County shall have no obligations to the subcontractor under any provision of this Agreement. For purposes of this Agreement, any and all subcontractors proposed by the Tribe and approved by the County shall be included within the definition of "Tribal Personnel," as that term is defined in Section 4 below.

### **3. COMPENSATION**

#### **3.1 Time and Materials**

Subject to the Maximum Cost set forth in Section 3.2 below, the Tribe shall be compensated for its services as the Capital Program Manager for the Conservation Plan on a time and materials basis. The County shall pay the Tribe an hourly rate (the "Hourly Rate") in an amount calculated by summing the three (3) cost categories set forth below, provided, however, that the sum of cost categories (i) and (ii) shall in no event exceed Sixty Dollars (\$60):

- (i) A base hourly rate
- (ii) The actual reasonable cost of benefits; and
- (iii) An overhead amount not to exceed twenty-five percent (25%) of the sum of cost categories (i) and (ii).

The time billed to the County shall consist only of personnel time that is actually spent and is reasonably required to perform the Tasks and create the Deliverables. While the parties anticipate that time will be the primary cost element of this Agreement, should the Tribe incur reasonable costs for materials and/or equipment in connection with performing any one or more of the Tasks and/or creating any one or more of the Deliverables, the County will reimburse the Tribe for such reasonable, documented costs.

### **3.2 Maximum Cost**

Notwithstanding anything to the Contrary contained in Section 3.1 above, the compensation due to the Tribe under this Agreement shall in no event exceed One Hundred Ninety-One Thousand Eight Hundred Thirty-Nine Dollars (\$191,839) (the “Maximum Cost”). The County shall have no obligation to pay any invoice from the Tribe that would cause the total payments made to the Tribe under this Agreement to exceed the Maximum Cost. For the parties’ convenience, attached to this Agreement as Exhibit E is a chart showing the anticipated allocation of the Maximum Cost between the various Tasks and Deliverables required by the Scope of Work. Note, however, that the amounts shown on Exhibit E as being allocated to specific Tasks are not binding on the parties, but are included only for planning purposes. The only portion of Exhibit E that is binding on the parties is the total Maximum Cost of this Agreement.

### **3.3 Invoicing and Payment**

The Tribe shall submit quarterly invoices to the County, which shall be delivered simultaneously with the delivery of each Quarterly Report. Each quarterly invoice shall describe in reasonable detail the amount of time spent by the Tribe on which Tasks and Deliverables during the fiscal quarter at issue. The cost of any materials and/or equipment used by the Tribe in performing said services shall also be itemized on the quarterly invoice. Except as provided in Section 3.4 below, the County shall pay each quarterly invoice within sixty (60) days of receiving same. Invoices shall be sent to the following addresses:

Original Invoice:

Snohomish County  
Department of Public Works  
Surface Water Management Division  
3000 Rockefeller Avenue, M/S 607  
Everett, WA 98201-4046  
Attn: Bill Thornton

With a copy to:

Snohomish County  
Department of Public Works  
Surface Water Management Division  
3000 Rockefeller Avenue, M/S 607  
Everett, WA 98201-4046  
Attn: Tim Walls

### **3.4 Right to Withhold Payment**

Notwithstanding anything to the contrary contained elsewhere in this Agreement, the County shall have the right to withhold payment of all or any portion of a quarterly invoice if RCO has identified problems with, deficiencies in, or otherwise refuses to accept all or any portion of the Quarterly Report and/or Semi-Annual Report that was delivered with the invoice. The County’s right to withhold payment shall last until the Tribe has corrected the problem(s) and/or deficiency(ies) identified by RCO, as required by Section 2.2(c) above. In such event, the County shall remit payment to the Tribe as soon as reasonably feasible after RCO has accepted the revised document(s).

#### **4. INDEPENDENT CONTRACTOR**

All work performed by the Tribe pursuant to this Agreement shall be performed by the Tribe as an independent contractor and not as an agent or employee of the County. The Tribe shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Tribe's obligations under this Agreement (collectively, the "Tribal Personnel") and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. The Tribal Personnel shall for all purposes be solely the employees or agents of the Tribe and shall not be deemed to be employees or agents of the County for any purpose whatsoever. With respect to the Tribal Personnel, the Tribe shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from the Tribal Personnel when required by law.

#### **5. AMENDMENT BY DIRECTOR OF PUBLIC WORKS**

##### **5.1 Authority to Amend on Behalf of County**

The Director of the County's Department of Public Works (the "Director") shall have the authority to amend this Agreement on behalf of the County to the extent and under the circumstances described in this Section 5, without the need to obtain additional approvals from the County Council or the County Executive.

##### **5.2 Extent of Permissible Amendments**

###### **(a) Extension of Term**

The Director shall have the authority to extend the Term one or more times, for a total extension period not to exceed six (6) months.

###### **(b) Increase in Maximum Amount**

The Director shall have the authority to increase the Maximum Cost specified in Section 3.2 above, by an amount not to exceed Twenty-Eight Thousand Five Hundred and No/100 Dollars (\$28,500), as may be reasonably necessary due to unexpected circumstances or for such other reason(s) as the Director deems sound, in the Director's reasonable business judgment.

##### **5.3 Executed and Recorded**

In order to be effective, any amendment authorized by the Director pursuant to this Section 5 must be memorialized in writing, executed by both parties, and recorded with the Snohomish County Auditor. A sample form of amendment is attached to this Agreement as Exhibit F.



**6. TERMINATION FOR CONVENIENCE**

This Agreement may be terminated by either party for any reason or for no reason, by giving ninety (90) days advance written notice of termination to the other party. Any termination notice delivered pursuant to this Section 6 shall specify the date on which the Agreement will terminate. If this Agreement is terminated pursuant to this Section 6, the Tribe shall continue performing their obligations as Capital Program Manager through the date of termination. The County shall compensate the Tribe for all services performed by the Tribe through the date of termination. The County's obligation to make such final payment to the Tribe shall survive the termination of this Agreement.

**7. COMPLIANCE WITH LAWS**

The County and the Tribe shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

**8. INTERLOCAL COOPERATION ACT (Chapter 39.34 RCW)**

The purpose of this Agreement is for the County to hire the Tribe to perform the services required of the Capital Program Manager for the Conservation Plan as required under the County's Grant Contract with RCO. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the individuals specified in Section 12 below. Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any party to this Agreement in connection with the performance of this Agreement will remain the sole property of such party, and the other parties shall have no interest therein.

**9. INDEMNIFICATION**

Each party to this Agreement shall indemnify, defend and hold the other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other party may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 10.1 below) of the indemnifying party under this Agreement. The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

## **10. DEFAULT AND REMEDIES**

### **10.1 Default**

If either party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

### **10.2 Remedies; Alternative Dispute Resolution**

The County and the Tribe agree to submit any dispute arising under this Agreement and alleging a Default on the part of the other party first to mediation, in accordance with Section 10.3 below, and then, if mediation fails to resolve the dispute, to binding arbitration in accordance with Section 10.4 below. Mediation and/or arbitration services shall be provided by either the Seattle office of JAMS The Resolution Experts, or the Seattle office of the Washington Arbitration & Mediation Service (each, an “ADR Provider”). The use of one ADR Provider for mediation services under Section 10.3 shall have no effect on the eligibility of the other ADR Provider to provide arbitration services under Section 10.4.

### **10.3 Mediation**

In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 10.1 above, the party to whom the performance was due shall have the right to initiate mediation by delivering written notice invoking mediation to (i) the other party, and (ii) an ADR Provider. Within fourteen (14) days after the date on which a mediation notice was delivered to one party by the other party, the parties shall meet to discuss the selection of a mediator from among the ADR Provider’s panel of qualified, neutral mediators. If the County and the Tribes are unable to agree upon a mediator within thirty (30) days of the date on which mediation was invoked, then each party shall select one (1) mediator, and the two (2) selected mediators shall together choose a third mediator, who shall act as the mediator for the dispute. The County and the Tribes each covenants to the other that it shall participate in mediation proceedings in good faith, pursuant to the reasonable rules and procedures of the ADR Provider. The costs of mediation shall be divided equally between the parties. If the dispute at issue is not resolved within sixty (60) days after the initial mediation session, either party may at anytime thereafter initiate binding arbitration with respect to the matters submitted to mediation pursuant to the procedures set forth in Section 10.4 below. Unless otherwise agreed by the parties, the person acting as mediator for the parties shall be disqualified from serving as an arbitrator in the case.

#### **10.4 Arbitration**

Arbitration shall be initiated by delivering written notice invoking arbitration to (i) the other party, and (ii) an ADR Provider. Within fourteen days (14) days after the date on which an arbitration notice was delivered to one party by the other party, the parties shall meet to discuss the selection of potential arbitrators from among the ADR Provider's panel of qualified, neutral arbitrators. The parties shall jointly select a single arbitrator to decide the dispute. If the parties cannot agree on an arbitrator within thirty (30) days of the date on which arbitration was invoked, the dispute shall be decided by a three (3) person arbitration panel, as follows: each party shall select a single arbitrator, and the two arbitrators shall jointly select a third arbitrator. The arbitration shall be administered and conducted in accordance with the arbitration rules of the ADR Provider then in effect. The arbitration shall be conducted in Everett, Washington, or such other place as the parties may agree. The arbitrator or arbitrators shall have the power and authority to grant binding legal and equitable remedies, including injunctive relief and specific performance. The costs of such arbitration shall be divided equally between the parties.

#### **10.4 Judicial Relief**

No lawsuit shall be brought to settle disputes arising under this Agreement except that either party may file suit in the Federal Court for the Western District of Washington for one or more of the following limited purposes: (i) enforcing the agreement to mediate contained in Section 10.2 and Section 10.3; (ii) enforcing the agreement to arbitrate contained in Section 10.2 and Section 10.4; (iii) confirming or vacating an arbitration decision obtained pursuant to Section 10.4; (iv) entering judgment upon an arbitration decision obtained pursuant to Section 10.4; and/or (v) enforcing a judgment entered upon an arbitration decision obtained pursuant to Section 10.4.

#### **10.5 Limited Waiver of Sovereign Immunity**

The County and the Tribe hereby waive sovereign immunity to the extent necessary to give effect to the provisions of this Section 10. This limited waiver of sovereign immunity is only for the benefit of the parties to this Agreement, and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any mediation, arbitration or court action occurring pursuant to this Section 10 the parties shall bear their own costs and attorneys fees.

### **11. PUBLIC DISCLOSURE LAWS**

The County and the Tribe each acknowledges, agrees and understands that the County is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. The Tribe understands that records related to this Agreement and the Tribe's performance of Tasks and creation of Deliverables under this Agreement may be subject to disclosure pursuant to the Public Records Act or other similar law. Neither the County nor the Tribe anticipates that the performance of either

party's obligations under this Agreement will involve any confidential or proprietary information.

## 12. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to the other party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

To the County:

Snohomish County  
Department of Public Works  
Surface Water Management Division  
3000 Rockefeller Avenue, M/S 607  
Everett, WA 98201-4046  
Attn: Tim Walls  
Telephone: (425) 388-3781  
Facsimile: (425) 388-6455  
Email: tim.walls@snoco.org

To the Tribe:

Tulalip Tribes of Washington  
Natural Resource Division  
6406 Marine Drive  
Tulalip, WA 98271  
Attn: Kit Rawson  
Telephone: (360) 716-4621  
Facsimile: (360) 716-0244  
Email: krawson@tulaliptribes-nsn.gov

Either party hereto may, by reasonable notice to the other party, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

## 13. ACCESS TO BOOKS AND RECORDS

Each party shall keep all records related to this Agreement and the activities performed pursuant to this Agreement for no fewer than five (5) years after the expiration or earlier termination of this Agreement. Each party may, at reasonable times and upon reasonable advance notice to the other party, inspect the books and records of the other party related to this Agreement and the activities performed pursuant to this Agreement. The inspection rights created by this Section 13 shall survive the expiration or termination of this Agreement for a period of five (5) years.

## **14. MISCELLANEOUS**

### **14.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

### **14.2 Interpretation**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

### **14.3 Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

### **14.4 No Waiver**

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by a party of any particular Default constitute a waiver of any other Default or any similar future Default.

### **14.5 Assignment**

This Agreement shall not be assigned, either in whole or in part, by either of the parties hereto. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

#### **14.6 Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

#### **14.7 No Joint Venture**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

#### **14.8 No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the County and the Tribe. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

#### **14.9 Exhibits**

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

EXHIBIT A	-	Scope of Work
EXHIBIT B	-	Form of Quarterly Report
EXHIBIT C		Form of Semi-Annual Report
EXHIBIT D		Form of Report From County to RCO
EXHIBIT E		Maximum Cost Schedule
EXHIBIT F		Sample Form of Amendment

#### **14.10 Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF the County and the Tribe have executed this Agreement as of the date first above written.

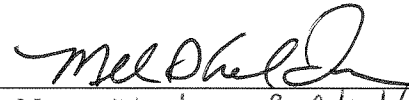
**THE COUNTY:**

**THE TRIBE:**

Snohomish County, a political subdivision of the State of Washington

Tulalip Tribes of Washington, a federally-recognized Indian tribe


By   
Name: GARY HAAKENSON  
Title: Deputy County Executive

By   
Name: Melvia R. Skelley Joo  
Title: Chairman

**Approved as to Form:**

**Approved as to Form:**

 January 24, 2012  
Deputy Prosecuting Attorney

  
Attorney for Tribe

COUNCIL USE ONLY	
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**EXHIBIT A**  
**Scope of Work**

**SCOPE OF WORK FOR SNOHOMISH BASIN CAPITAL PROGRAM  
MANAGEMENT**

**Background**

The Snohomish Basin seeks to significantly advance its efforts in implementing the *Snohomish River Basin Salmon Conservation Plan (2005)*. One step in moving implementation forward was the development and subsequent refinement of the Snohomish Basin 3-Year Work Plan. This work plan advanced implementation by 1) outlining the efforts project sponsors are undertaking to implement the Plan; 2) identifying the funding need to implement the Plan; and 3) highlighting the level of effort fully implementing the Plan will take.

Through the Six Percent Funding for Capital Program Management for Puget Sound Lead Entities, the Snohomish Basin has a total of \$191,839 available in funding. *The Snohomish Forum's overall goal with respect to this funding is to facilitate and coordinate projects, manage the capital restoration program, and aggressively seek funding.* To accomplish this goal, the Snohomish Basin will maintain a Capital Program Manager with the Tulalip Tribe with funds provided by the Washington State Recreation and Conservation Office.

**Structure**

The task section flows into a deliverable/timeline table identifying all the project deliverables together with their respective due dates. Following the deliverables table is an outline of the reporting to be done by the Tribe that outlines the achievements on the deliverables. A detailed budget is at the end of the report, with budget detail for each sub-task outlined in the task section.

**Grant Tasks**

1. Refining our existing capital program

At present, the Snohomish Basin 3-Year Work Plan follows the strategic intent of the *Snohomish River Basin Salmon Conservation Plan (2005)*: integrate harvest, hatchery and habitat protection/restoration; protect existing habitat; increase the quality and quantity of rearing habitat in the nearshore, estuary and mainstem rivers. While progress was made in 2009 to identify project priorities of Project Sponsors and to include a more comprehensive list of harvest and hatchery efforts, the 3-Year Work Plan could be further advanced through more explicit sequencing recommendations and further work towards H-integration. More explicit consideration of progress to date towards habitat goals and cross-H implications of our habitat, harvest, and hatchery actions, and engagement of the Snohomish Forum in developing work plan



strategy will help us better identify the priority programs and associated needs over the 3-year period that the work plan covers.

The ultimate goal of the capital program is to have the following in place:

- An annual construction plan detailing project/program names, costs, funding sources and habitat gains. This list shall be used in the evolving process to make the restoration project implementation process as efficient as possible (see Task 1.2).
- 3-Year Work Plan updates that prioritize projects and activities, as outlined in the *Plan*. This Work Plan will be sequenced to focus material, funding and human capital to ensure that the Basin's highest priority projects are implemented.
- Direct correlation betwixt projects on the 3-Year Work Plan and how funding is obtained, focus outreach efforts, and coordinate projects and programs. This information will be used for coordinating efforts by County and Tribal staff, the Snohomish Basin Salmon Recovery Forum (the Forum), the Snohomish Basin Salmonid Recovery Technical Committee (Technical Committee), and basin partners.

To achieve the above objectives, the Capital Program Manager will:

- 1.1 Continue to co-chair (with Snoqualmie watershed staff) the Project Working Group.
  - 1.1.a Facilitate 8 meetings and disseminate the meeting summaries.
  - 1.1.b Develop a 2012 and 2013 work plan with the Project Working Group and implement it.
  - 1.1.c Report to the Technical Committee, Policy Development Committee, and Forum
- 1.2 Develop consensus recommendations to the Technical Committee, Policy Development Committee and Forum on how to better manage the capital program.
  - 1.2.a Through the evolving process of the Project Working Group's work plan, the Group may develop recommendations on how to sequence projects in the basin, develop a refined 3-Year Work Plan, and improve upon the capital project implementation process.
  - 1.2.b The Project Working Group and Capital Program Manager will develop packages, or suites, of projects for funding from specific sources.

Deliverables: The following deliverables will result from this process:

- Meeting agendas, summaries and work plan (*Progress reported quarterly, starting January 2012*)
- 3-Year Work Plan update with refined priorities and sequence for approval through the Technical Committee, Policy Development Committee and Forum. (*Progress reported quarterly, starting January 2012*)
- Consensus recommendations for improving capital program management (*Progress reported quarterly, starting January 2012*)
- Packages, or suites, of projects for specific funding sources (*Progress reported quarterly, starting January 2012*)

## 2. Future Project Development

The Capital Program Manager will provide Snohomish Basin project sponsors with basin-level project management assistance by playing a coordinating role for sponsors between and among projects and landowners. For example, project sponsors working in the estuary created an estuary working group to facilitate project management, coordinate project needs (design, materials, etc.), and establish a monitoring protocol for all projects in the estuary. Project sponsors formed this group because of gaps in technical information (resulting in the estuary hydrodynamic modeling project), which in part jeopardized completion of estuary projects.

With input and assistance from the Project Working Group and Technical Committee (where appropriate), the Capital Program Manager will:

- 2.1 Provide coordination assistance betwixt project sponsors, leading to synergistic restoration outcomes.
- 2.2 As requested, provide landowner coordination and community involvement assistance for projects to facilitate expansion/connectivity between projects.

Deliverables: The following deliverables will result from this process:

- Projects, type of support and sponsors supported (*Progress reported quarterly, starting January 2012*)

## 3. Funding the Snohomish Basin capital program

The Capital Program Manager will assist in finalizing and implementing the *Snohomish Basin Salmon Conservation Funding Strategy*. The *Strategy* will identify sources of funding and tactics for increasing the level of funding for Snohomish Basin projects, as they move forward through concept, design, implementation and monitoring/maintenance.

With input and assistance from Basin staff, the Project Working Group, Technical Committee, Policy Development Committee, and Forum (where appropriate), the Capital Program Manager will:

- 3.1 Develop recommendations for suites of projects to be implemented, in conjunction with Task 1.2 above.
- 3.2 Provide technical and project information for funding packages to be submitted. Funding packages will likely be suites of projects of similar type (e.g., riparian enhancement), or geographic area (e.g., estuary).
- 3.3 Provide direct assistance to Basin project sponsors for funding projects, such as identifying of appropriate funding sources, reviewing grant proposals and developing project budgets. Funding sources, as identified in the *Strategy*, will be detailed in the 3-Year Work Plan updates to be completed annually.
- 3.4 Provide support to Snohomish Forum staff for implementing the *Strategy*, such as identification of target audiences (sources), outreach materials, tours, written documents and proposals.

Deliverables: The following deliverables will result from this process:

- Funding packages approved by Technical Committee and Forum with project names, restoration habitat gains, and funding identified (*Progress reported quarterly, starting January 2012*)
- Reporting of projects and sponsors supported through this process (*Progress reported quarterly, starting January 2012, see Task 2 Deliverables above*)

#### 4. Restoration project Implementation Monitoring

Project sponsors, Technical and Policy Development Committee members, and Forum members have identified project implementation monitoring as an essential step in identifying basin priorities. The Habitat Work Schedule provides an important tool for project implementation tracking and requires investment of time to keep the database up-to-date, to provide guidance on both data entry and database use, and to analyze database outputs.

With input and assistance from Basin staff, the Project Working Group, and Technical Committee (where appropriate), the Capital Program Manager will:

- 4.1 Provide assistance to Project Sponsors and organizations to enable them to use Habitat Work Schedule as a reporting tool. Continue to work with project sponsors to use the Habitat Work Schedule as a reporting tool for basin implementation monitoring and provide direct assistance for project entry and updates. Educate basin organizations about Habitat Work Schedule functions that can benefit their organizations and work with partners to identify ways in which the Habitat Work Schedule can be improved. Increase the quality,

consistency or projects in HWS, and increase the number of projects that are viewable in the public portal by 15%.

- 4.2 Coordinate implementation monitoring with other monitoring efforts (basin cumulative effectiveness and Puget Sound Partnership monitoring and adaptive management) and disseminate information.
- 4.3 Analyze data and use results to guide future actions, using data from HWS.

Deliverables: The following deliverables will result from this process:

- Up-to-date Habitat Work Schedule
- Identification of project monitoring questions and related metrics
- Report on progress towards 10-year habitat benchmarks and recommendations for future action

### Deliverables Timeline

The following table outlines the deliverables listed above with their timeline, or due date. The table shows the deliverable, followed by deliverable/task type (e.g., ongoing, one-time product, etc.) and expected delivery date.

DELIVERABLE DESCRIPTION	DELIVERABLE TYPE	EXPECTED DELIVERY DATE
Meeting agendas, summaries and work plan	Quarterly updates, with annual work plan	Starting April 2012
3-Year Work Plan update	Annually, expected in May each year	Starting May 2012
Consensus recommendations for improving capital program management	Quarterly updates, depending on annual work plan and as deliverables are approved	Starting April 2012
Packages of projects for funding	Quarterly updates, as developed, and summarized in 3-Year Work Plan	Starting April 2012
Projects, type of support and sponsors supported	Quarterly spreadsheet attached to report	Starting April 2012

Up-to-date Habitat Work Schedule	Quarterly spreadsheet attached to report, and Habitat Work Schedule	Starting April 2012
Report on progress towards 10-year habitat benchmarks	Annually, expected in March each year	Starting April 2012
Funding packages developed with Basin staff and Forum	Quarterly update, with attached funding package	Starting April 2012
Projects and sponsors given funding support	Quarterly spreadsheet attached to report	Starting April 2012

*[See Attached.]*

**EXHIBIT B  
Form of Quarterly Report**

**Puget Sound Capacity Grants Performance Measures**

**Lead Entity:**

Snohomish Basin, Coordinator - Tim Walls

<b><u>Reporting Timeline</u></b> <b><u>Categories/Tasks</u></b>	<b><u>Q1</u></b> J	<b><u>Q2</u></b> F	<b><u>Comments</u></b>
<b>Co-chair Project Working Group</b>			
Annual workplan updated			
# of meeting's convened			
Identification of consensus recommendations			
<b>Basin-Wide Planning</b>			
Prioritization & sequencing in Work Program completed			
# of reports, meetings, workshops on prioritization & sequencing			
<b>Project Assistance/Funding Assistance</b>			
# of project concepts developed			
# of sponsors engaged in discussions to propose future projects			
# of sponsors committed to new project implementation			
No. of projects where new partnerships were developed.			
# of new grant proposals developed			
amount of new funding identified			
# of funding packages developed			
# of projects with cost estimates			
# of projects brought to design, and level of design			
# of projects brought from planning & design to construction			
# of workshop, reports on sponsor training			
<b>Habitat Work Schedule</b>			
# of projects entered for 2010			
# of projects entered for prior years (incl. year)			
# of workshops or other technical assistance for project sponsors			
# of queries, reporting documents			
<b>Community Outreach</b>			
Update or development of display board and materials			

for public events			
# of field trips to potential and completed projects			
# of public outreach events			
# of meetings with landowners to develop new projects & support			
<b>Cross Watershed Projects</b>			
# of projects under discussion (marine-nearshore, other)			
# of projects proposed (marine-nearshore, other)			

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**EXHIBIT C**  
**Form of Semi-Annual Report**

**Quarterly Report on Progress of Implementing Your PSAR Amendment**

Use this section in your quarterly report to describe your progress, by task, in completing your PSAR capacity grant amendment(s). Don't forget to also include the one page summary sheet with percentage of completion estimates for your PSAR tasks.

**Task 1 Refining our existing capital program**

- 1.1 Continue to co-chair (with Snoqualmie watershed staff) the Project Working Group
  - 1.1.a Facilitate 8 meetings and disseminate the meeting summaries
  - 1.1.b Develop a 2012 and 2013 work plan with the Project Working Group and implement it
  - 1.1.c Report to the Technical Committee, Policy Development Committee, and Forum
- 1.2 Develop consensus recommendations to the Technical Committee, Policy Department Committee and Forum on how to better manage the capital program.
  - 1.2.a Through the evolving process of the Project Working Group's work plan, the Group may develop recommendations on how to sequence projects in the basin, develop a refined 3-Year Work Plan, and improve on the capital project implementation process.
  - 1.2.b The Project Working Group and Capital Program Manager will develop packages, or suites, of projects for funding from specific sources.

**Task 2 Future Project Development**

- 2.1 Provide coordination assistance between project sponsors, leading to synergistic restoration outcomes.
- 2.2 As requested, provide landowner coordination and community involvement assistance for projects to facilitate expansion/connectivity between projects.

**Task 3 Funding the Snohomish Basin capital program**

- 3.1 Develop recommendations for suites of projects to be implemented, in conjunction with Task 1.2 above.



- 3.2 Provide technical and project information for funding packages to be submitted. Funding packages will likely be suites of projects of similar type (e.g., riparian enhancement), or geographic area (e.g., estuary).
- 3.3 Provide direct assistance to basin project sponsors for funding projects, such as identifying of appropriate funding sources, reviewing grant proposals and developing project budgets. Funding sources, as identified in the *Strategy*, will be detailed in the 3-Year Work Plan updates to be completed annually.
- 3.4 Provide support to Snohomish Forum staff for implementing the Strategy, such as identification of target audiences (sources), outreach materials, tours, written documents and proposals.

**Task 4 Restoration project Implementation Monitoring**

- 4.1 Provide assistance to Project Sponsors and organizations to enable them to use Habitat Work Schedule as a reporting tool. Continue to work with project sponsors to use the Habitat Work Schedule as a reporting tool for basin implementation monitoring and provide direct assistance for project entry and updates. Educate basin organizations about Habitat Work Schedule functions that can benefit their organizations and work with partners to identify ways in which the Habitat Work Schedule can be improved. Increase the quality, consistency or projects in HWS, and increase the number of projects that are viewable in the public portal by 15%.
- 4.2 Coordinate implementation monitoring with other monitoring efforts (basin cumulative effectiveness and Puget Sound Partnership monitoring and adaptive management) and disseminate information.
- 4.3 Analyze data and use results to guide future actions, using data from HWS.

**Task 1 Refining our existing capital program**

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Task 2 Future Project Development**

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Task 3 Funding the Snohomish Basin capital program**

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Task 4 Restoration project Implementation Monitoring**

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

*[See Attached]*

**EXHIBIT D**  
**Form of Report From County to RCO**

**LEAD ENTITY REPORTING FOR SNOHOMISH BASIN CAPITAL PROGRAM  
MANAGEMENT**

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**PUGET SOUND REGION**

**LEAD ENTITY PROGRESS REPORT DUE APRIL 15, 2011**

October 1, 2010 through March 31, 2011

Lead Entity:

Grant #

The lead entity spring progress report is to confirm or provide an update (as applicable due to changes) on organizational structure and staff roles, committee membership, lead entity grant program criteria and guidelines, and habitat restoration and protection project strategy. The spring progress report is also the appropriate time of the year for the lead entity to describe its work plan, explaining how it will develop its project list for the Salmon Recovery Funding Board (SRFB) grant round and the process and timeline it will employ to complete its project list in compliance with Manual 18. It also provides the lead entity the opportunity to report its progress regarding staff training and community outreach and education.

**Lead Entity Organization update:** The lead entity will maintain sufficient administration, facilitation and coordination capacity to support the on-going goals and objectives of a lead entity organization.

Task 1.01 The lead entity will maintain an office and points of contact. It will keep the Recreation and Conservation Office (RCO) informed of its physical and mailing address for the lead entity organization and names, phone numbers and e-mail addresses for points of contact. It will report changes within 15 calendar days to the RCO.

Task 1.02 The lead entity will provide a brief summary of the number of staff involved in performing the lead entity tasks (whether on lead entity payroll or not) and their individual roles. Examples of some common roles include billing/accounting, education & outreach, data management (e.g., Habitat Work Schedule), lead entity coordination.

Task 1.03 The lead entity coordinator and committee members will represent the lead entity organization in appropriate salmon recovery settings (e.g. watershed planning, Northwest Power & Conservation Council sub-basin planning, Regional Recovery Board, Lead Entity Advisory Group, etc.) as directed by the committee(s) and the lead entity.

Task 1.04 The lead entity organization will serve as the agent administering the lead entity grant with the RCO. The lead entity organization is responsible for accounting and reporting to the RCO in a timely fashion. Invoices for reimbursements of eligible costs will be sent to the RCO no less frequently than quarterly and no more often than monthly. Invoicing must follow the process described in the Regional Organization and Lead Entity Program Manual (Manual 19).

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Lead Entity Committees:** A key role for the lead entity is to establish and maintain a committee that is representative of diverse salmon habitat and community interests (citizen committee) and whose primary purpose is to compile a prioritized habitat project list (see RCW 77.85.050).

Task 2.01 The lead entity will establish and maintain a citizen committee. The lead entity shall conduct community outreach to ensure diverse membership. The lead entity will arrange and facilitate meetings, create agendas, perform staff assignments, develop meeting summaries, and maintain a complete set of records to be made available to the RCO as needed for oversight of the lead entity grant.

Task 2.02 The lead entity will organize and coordinate a technical advisory group to serve its technical and science-related needs in compiling a prioritized habitat project list.

The lead entity will arrange and facilitate meetings and maintain a complete set of records to be made available to the RCO as needed for oversight of the lead entity grant.

Task 2.03 The lead entity will submit the name and organizational affiliation of each member of each committee to the RCO in its spring progress report each year.

Task 2.04 The lead entity will maintain and update as needed a set of written bylaws that are to be approved by the citizen committee and maintain a complete set of records to be made available as needed to support the lead entity grant. Bylaws will include membership criteria, attendance requirements, and roles of all participants including chairs, voting structure and process, standing supporting committees

and a decision-making process. These bylaws shall specifically include a

Statement of Fairness and/or Conflict of Interest Policy and will be made available to the RCO as needed for oversight of the lead entity grant.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Lead Entity Annual Work Plan:** The prioritized project list submitted to the RCO is the culmination of efforts by the lead entity in partnership with its project sponsors, local landowners, a host of other representative interests in its watershed, and its salmon recovery regional organization (as applicable). To most efficiently and effectively create its prioritized project list, the lead entity will develop an annual work plan to guide its efforts and provide transparency and clarity for its watershed partners, its regional organization (as applicable), and the RCO. The RCO will use the lead entity work plan to help prioritize and allocate its staff resources to best support lead entities in the SRFB grant round process.

Task 3.01 The lead entity will develop an annual work plan and provide it to the RCO and its regional organization as part of its spring progress report. The annual work plan will explain how its project list will be created and will include a description of its process (including its use of application workshops), its community outreach plan, timelines, its use of HWS and other information management systems, staff and committee roles, and its decision making structure to ensure compliance with Manual 18.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Lead Entity Grant Program Criteria & Guidelines and Habitat Restoration and Protection Project Strategy (habitat strategy):** Lead entity functions depend on willing and able project sponsors, critical partnerships with landowners, and community support to achieve success. To most effectively garner support from these parties and others, the lead entity will develop, maintain and update as needed its grant program criteria and guidelines, and habitat strategy.

Task 4.01 The lead entity will develop and publish grant program criteria and guidelines consistent with its local habitat strategy and/or regional recovery plan. The lead entity will update its grant program criteria and guidelines, as needed, and provide it to the RCO and its regional organization (as applicable) as part of its spring progress report.

Task 4.02 The lead entity will update and refine its habitat restoration and protection strategy, as needed, consistent with the regional recovery plan for its lead entity area as applicable. Any update or refinement of the lead entity habitat strategy since its previous spring progress report will be provided to the RCO and its regional organization (as applicable) as part of its spring progress report.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Lead Entity Training & Community Outreach:** Training for lead entity staff and community outreach and education are activities that may occur throughout the year. Accordingly, the lead entity will report its progress for these activities in either the spring or fall progress report, as appropriate.

Task 7.01 The lead entity staff will participate in training and development opportunities for lead entities as they occur. Participation should be documented in either the spring or fall progress report, as appropriate.

Task 7.02 In order to develop a broad base of community support for salmon recovery projects, the lead entity will conduct community outreach to educate the local community on salmon recovery.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Quarterly Report on Progress of Implementing Your PSAR Amendment**

Use this section in your quarterly report to describe your progress, by task, in completing your PSAR capacity grant amendment(s). Don't forget to also include the one page summary sheet with percentage of completion estimates for your PSAR tasks.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Quarterly Report on Progress of Implementing Your NEP Amendment (if applicable)**

Use this section in your quarterly report to describe your progress, by task, in completing your NEP capacity grant amendment. Remember, your response here will help the Partnership in crafting its performance reports to EPA. Don't forget to fill out the percentage of completion estimates for your NEP tasks in the one page summary sheet. EPA is strongly encouraging that we take lots of photographs, where appropriate, to help document our progress.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

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**LEAD ENTITY REPORTING FOR SNOHOMISH BASIN CAPITAL PROGRAM  
MANAGEMENT**

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**PUGET SOUND REGION**

**LEAD ENTITY PROGRESS REPORT DUE OCTOBER 31, 2010**

April 1, 2010 through September 30, 2010

Lead Entity:

Grant #

The lead entity fall progress report is to summarize its involvement in the current SRFB grant round process. It also provides an opportunity for the lead entity to report on how well its annual work plan served its needs for the current SRFB grant round and what changes it might recommend to the SRFB grant process and timelines (Manual 18) for the next grant round. The fall progress report is also an appropriate time for the lead entity to describe its use of the Habitat Work Schedule (HWS) database and to make suggestions for improvement and to report its progress regarding lead entity staff training and community outreach & education.

Create a Habitat Project List for the SRFB: The lead entity will submit a habitat project list to the SRFB in accordance with Manual 18 (see RCW 77.85.050(3)). Generally, this includes initiating and facilitating prioritization meetings, conducting community outreach, preparing and organizing meeting materials, scheduling and coordinating site visits, compiling project ratings and final rankings, scheduling and coordinating application workshops, ensuring all aspects of project pre-applications and project applications are complete, coordinating with the SRFB review panel and providing review panel comments to project applicants and sponsors, completing and submitting the lead entity list memorandum, and interacting with the SRFB and RCO staff as requested.

Task 5.01 The lead entity will summarize its involvement in the current SRFB grant round process as part of its fall progress report.

Task 5.02 The lead entity will provide feedback to the RCO, making suggestions to improve Manual 18 for the next grant round process and timelines.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

Habitat Work Schedule: The lead entity organization will create and maintain a habitat work schedule for salmon restoration and protection projects using the Habitat Work Schedule (HWS) database. At a minimum, the HWS database will consist of: a) past projects funded by the SRFB; b) active projects funded by the SRFB; and c) proposed or potential future projects implementing a regional recovery plan or lead entity strategy.

Task 6.01 The lead entity shall maintain and update mandatory data fields in the HWS database no less than annually, by a date agreed to between the lead entity and RCO, for proposed, active, and completed SRFB funded projects. Mandatory fields include: project ID, project name, start/end date, activity type (if known), description (to match current project status), habitat type, project status, primary project contact, and geographic location (either GPS location or coordinates or text). The lead entity is encouraged to also include this information for potential future projects.

Task 6.02 The lead entity will provide the RCO with a description of how it currently uses the HWS database and how often it updates information for SRFB funded projects and how it uses the HWS database to identify and coordinate with other salmon habitat projects, including Washington Wildlife and Recreation Program, the Conservation Reserve Enhancement Program, and other conservancy programs (see RCW 77.85.060), including the Estuary and Salmon Restoration Program, as appropriate.

Task 6.03 The lead entity coordinator, or other lead entity staff as appropriate, shall attend one HWS database training event per year (can be a web-based training event).

Task 6.04 If project sponsors are assigned responsibility for providing project data input into HWS, the lead entity shall coordinate a minimum of one HWS database training opportunity per year for project sponsors.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

Lead Entity Training & Community Outreach: Training for lead entity staff and community outreach and education are activities that may occur throughout the year. Accordingly, the lead entity will report its progress for these activities in either the spring or fall progress report, as appropriate.

Task 7.01 The lead entity staff will participate in training and development opportunities for lead entities as they occur. Participation should be documented in either the spring or fall progress report, as appropriate.

Task 7.02 In order to develop a broad base of community support for salmon recovery projects, the lead entity will conduct community outreach to educate the local community on salmon recovery.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Quarterly Report on Progress of Implementing Your PSAR Amendment**

Use this section in your quarterly report to describe your progress, by task, in completing your PSAR capacity grant amendment(s). Don't forget to also include the one page summary sheet with percentage of completion estimates.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

**Quarterly Report on Progress of Implementing Your NEP Amendment (if applicable)**

Use this section in your quarterly report to describe your progress, by task, in completing your NEP capacity grant amendment. Remember, your response here will help the Partnership in crafting its performance reports to EPA. Don't forget! EPA is strongly encouraging that we take lots of photographs to help document our progress.

Comments/Progress:

Challenges/Lessons Learned/Recommendations:

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**EXHIBIT E**  
**Maximum Cost Schedule**

**BUDGET FOR SNOHOMISH BASIN SALMON CONSERVATION PLAN  
CAPITAL PROGRAM MANAGEMENT SERVICES**

Task Description	Funding	Total Funding by Task
<b>1. Refine the Existing Snohomish Basin Capital Program</b>		<b>\$ 84,500</b>
1.1 Continue to co-chair the Project Working Group	\$24,500	
1.2 Develop consensus recommendations to the Technical Committee, Policy Development Committee and Forum on how to better manage the capital program	\$60,000	
<b>2. Future Project Development</b>		<b>\$ 46,000</b>
2.1 Provide coordination assistance betwixt project sponsors, leading to synergistic restoration outcomes	\$30,000	
2.2 As requested, provide landowner coordination and community involvement assistance for projects to facilitate expansion/connectivity betwixt projects	\$16,000	
<b>3. Funding the Snohomish Basin Capital Program</b>		<b>\$ 49,375</b>
3.1 Develop recommendations for suites of projects to be implemented in conjunction with Task 1.2 above.	\$8,800	
3.2 Provide technical and project information for funding packages to be submitted.	\$19,575	
3.3 Provide direct assistance to Basin project sponsors for funding projects.	\$10,000	
3.4 Provide support to Snohomish Forum staff for implementing the <i>Funding Strategy</i> .	\$11,000	
<b>4. Restoration Project Implementation Monitoring</b>		<b>\$ 11,112</b>
4.1 Provide assistance to Project Sponsors and organizations to enable them to use Habitat	\$ 3,700	

Work Schedule as a reporting tool.		
<b>4.2</b> Coordinate implementation monitoring with other monitoring efforts and disseminate information.	\$4,639	
<b>4.3</b> Analyze data and use results to guide future actions, using data from HWS.	\$2,773	
<b>5. Training</b>		<b>\$852</b>
<b>TOTAL</b>		<b>\$191,839</b>

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**EXHIBIT F**  
**Sample Form of Amendment**

AFTER RECORDING RETURN TO:  
ATTN: KATHRYN BRATCHER  
SNOHOMISH COUNTY COUNCIL  
3000 ROCKEFELLER AVENUE, M/S 609  
EVERETT, WA 98201

**AMENDMENT NO. 1 TO**  
**INTERLOCAL AGREEMENT FOR SNOHOMISH RIVER BASIN SALMON**  
**CONSERVATION PLAN CAPITAL MANAGEMENT SERVICES**

**Reference Nos.:**

**Original Agreement recorded under Auditor's File No.** \_\_\_\_\_

**Agencies:** Snohomish County and Tulalip Tribes of Washington

**Legal Description:** N/A

**Assessor's Tax Parcel ID No.:** N/A

**Filed with the Auditor pursuant to RCW 39.34.040**

THIS AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT FOR SNOHOMISH RIVER BASIN SALMON CONSERVATION PLAN CAPITAL MANAGEMENT SERVICES (this "Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the TULALIP TRIBES OF WASHINGTON, a federally-recognized Indian tribe (the "Tribe").

**RECITALS**

A. The County and the Tribe are the parties to that certain Interlocal Agreement for Snohomish River Basin Salmon Conservation Plan Capital Management Services executed on \_\_\_\_\_, 2011, and recorded under Snohomish County Auditor's File No. \_\_\_\_\_ (the "Original Agreement").

B. Pursuant to Section 4 of the Original Agreement, the Director of the County's Department of Public Works has authority to execute an amendment to the Original Agreement to the extent and under the circumstances more fully described therein.

C. The County and the Tribe now desire to amend the Original Agreement to extend the Term due to [INSERT REASON FOR EXTENSION].

D. The County and the Tribe now desire to amend the Original Agreement to increase the Maximum Amount for purposes of [INSERT REASON FOR INCREASE].

E. [INSERT ANY OTHER PERTINENT RECITALS.]

F. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Original Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Tribe agree as follows:

### **1. EXTENSION OF TERM**

The County and the Tribe agree that the Term specified in Section 1 of the Original Agreement shall be extended by [INSERT AMOUNT OF TIME]. The new Expiration Date of the Agreement is [INSERT NEW EXPIRATION DATE].

### **2. INCREASE IN MAXIMUM AMOUNT**

The County and the Tribe agree that the Maximum Amount specified in Section 3.2 of the Original Agreement shall be increased by [INSERT AMOUNT OF INCREASE]. The new Maximum Amount is [INSERT NEW TOTAL COST].

### **3. RATIFICATION**

Except as modified by this Amendment, the Original Agreement shall remain in force and effect in accordance with its terms and is hereby ratified and affirmed.

### **4. EXECUTION IN COUNTERPARTS**

This Amendment may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument.

*[The remainder of this page is intentionally left blank.]*



IN WITNESS WHEREOF, the County and the Tribe have executed this Amendment as of the day and year first written above.

**THE COUNTY:**

**THE TRIBE:**

Snohomish County, a political subdivision of the State of Washington

The Tulalip Tribes of Washington, a federally-recognized Indian tribe

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director, Department of Public Works

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[The remainder of this page is intentionally left blank.]*