

1 INTERLOCAL AGREEMENT

2 BETWEEN

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

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

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

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

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

27 WHEREAS, in 1999 under a Memorandum of Agreement and acting as the Initiating
28 Governments under RCW 90.82 and consistent with RCW 39.34 Interlocal Cooperation Act, the City of
29 Bellingham, Whatcom County, and Public Utility District No. 1 of Whatcom County (PUD No. 1) entered
30 into an Interlocal Agreement with the Lummi Nation and Nooksack Indian Tribe establishing themselves
31 as the "WRIA 1 Watershed Management Project Administrative Decision Makers" and designating it as
32 the "Watershed Management Project Joint Board" for purposes of the WRIA 1 planning process; and

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

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

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

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

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

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

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

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

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

30 **WRIA 1 Watershed Management Board.** The 1999 Interlocal Agreement establishing the
31 Watershed Management Project Joint Board and the 2004 Interlocal Agreement establishing the WRIA 1
32 Salmon Recovery Board are terminated, and the duties and functions of the roles under those
33 agreements are combined under this Interlocal Agreement.

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

36 The primary functions of the Board are to

37 1) Facilitate implementation and adaptive management of the *WRIA 1 Watershed*
38 *Management Plan-Phase 1* as currently constituted or subsequently amended;

- 1 2) Coordinate the implementation and adaptive management of the *WRIA 1 Salmonid*
2 *Recovery Plan* and associated implementation documents, serve as the Lead Entity for
3 WRIA 1, coordinate participation in Puget Sound salmon recovery efforts, and coordinate
4 the development, implementation and adaptive management of WRIA 1 watershed
5 chapters of recovery plans for ESA listed salmonids and other salmonid species as
6 warranted;
- 7 3) Coordinate planning, implementation, monitoring and adaptive management of ecosystem
8 recovery actions in WRIA 1 consistent with agreed local goals and objectives, and serve
9 as the WRIA 1 Local Integrating Organization and a partner in the Puget Sound
10 Partnership in representing WRIA 1 goals and priorities; and
- 11 4) Other related activities as agreed to by the Board.

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

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

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

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

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

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

38 1. All members of the Board and their staff may speak during agenda matters being discussed by
39 the Board representatives. Individuals other than Board members attending a meeting of the Board may

1 participate in agenda discussions only if the Board determines the matter is open to direct participation
2 by others.

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

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

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

10 **Guiding Principles.**

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

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

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

35 Summary minutes, including the topics discussed, general nature of the discussion, and action
36 items adopted by the Board will be prepared, approved by the Board, and distributed to each party to this
37 agreement for purposes of their administrative record and other applicable legislative and/or legal
38 requirements. Each party to this agreement is responsible for maintaining records for its own

1 representatives on the Board in accordance with applicable records retention requirements for that party,
2 and is responsible for responding to any requests to that party for inspection or copying of public records
3 relating to the Board, pursuant to the Public Records Act, 42.56 RCW, if applicable. Any party or Board
4 member that receives a request for public records directed to the Board will immediately forward said
5 request to the party designated by the Board as the fiscal agent, or to such other party as the Board shall
6 designate to coordinate the Board's responses to public records requests directed to the Board. The
7 parties will cooperate in good faith to comply with the Public Records Act, as applicable.

8 **Term.** This agreement shall commence on the date of the last signature below and shall continue
9 indefinitely until cancelled by agreement of the two caucuses or due to a majority of a caucus
10 membership terminating participation described below.

11 **Termination.** A party may terminate its participation in and under this agreement thirty days after
12 providing written notice to the other parties of its intent to do so, subject to satisfaction of all obligations
13 incurred by the party prior to termination.

14 The Lead Entity and its authority described herein shall survive termination of participation by any
15 party to this agreement. However, should a majority of the herein-named members of either the Fishery
16 Co-Manager Caucus or the Local Government Caucus terminate participation, then this agreement shall
17 become null and void as to each remaining party upon satisfaction of all obligations of each individual
18 party incurred prior to termination.

19 **Relationship of the Parties.** The parties hereto agree that each is an independent entity
20 operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative
21 of any party shall be deemed to be an agent, employee, or representative of any other party for any
22 purpose. Each party shall be solely and entirely responsible for the acts of its officers, agents and
23 employees, acting within the scope of their authority during the term of this agreement.

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

27 **Filing of Agreement.** Notwithstanding any provision to the contrary, this agreement and any
28 modification thereof shall not be effective as to any party until such party files a copy hereof with the
29 appropriate person within each entity, including compliance with RCW 39.34.040 by affected parties to
30 this agreement.

31 **Form of Execution.** This agreement may be executed in multiple counterparts.
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1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 14th day
2 of December, 2016.
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5 LUMMI NATION
6 SIGNATURE, AUTHORIZED OFFICIAL
7

8
9 Merle Jefferson 12/14/16
10 _____ DATE
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12
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15
16 STATE OF WASHINGTON)
17) ss
18 COUNTY OF WHATCOM)
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20 On this 14th day of December, 2016, before me personally appeared Merle Jefferson
21 to me known to be the Natural Resource Director of Lummi Nation, who executed the above instrument and who
22 acknowledged to me the act of signing and sealing thereof.
23

24
25 Ben Floyd
26 _____
27 NOTARY PUBLIC in and for the State of Washington
28 residing at Whatcom County
29 My commission expires 5/3/2017
30
31



#16-147

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 28th day
2 of Nov., 2016.

3
4
5 NOOKSACK TRIBE
6 SIGNATURE, AUTHORIZED OFFICIAL

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9
10 [Signature]

11 11/28/2016
12 DATE

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14
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17 STATE OF WASHINGTON)
18) ss
19 COUNTY OF WHATCOM)

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21 On this 28 day of November, 2016, before me personally appeared Robert Kelly
22 to me known to be the Chairman of Nooksack Tribe, who executed the above instrument and
23 who acknowledged to me the act of signing and sealing thereof.



24
25
26 Charity L. Bernard
27 NOTARY PUBLIC in and for the State of Washington
28 residing at Ferndale, WA
29 My commission expires _____
30

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 15 day
2 of September 2016.
3
4

5 WASHINGTON STATE
6 DEPARTMENT OF FISH AND WILDLIFE
7 SIGNATURE, AUTHORIZED OFFICIAL
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9
10 [Signature]
11

9-15-2016
DATE

12 ROBERT EVERITT
13 REGIONAL DIRECTOR
14



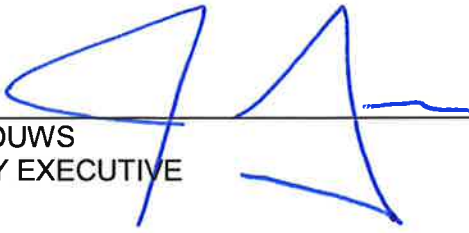
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19 STATE OF WASHINGTON)
20) ss
21 COUNTY OF WHATCOM)
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23 On this 15 day of September, 2016, before me personally appeared Robert Everitt
24 to me known to be the Regional Director of Washington Department 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 [Signature]
29 NOTARY PUBLIC in and for the State of Washington
30 residing at Bellingham
31 My commission expires 6-21-2017
32

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 16th day
2 of October, 2016.
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5 WHATCOM COUNTY
6 SIGNATURE, AUTHORIZED OFFICIAL
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10  10/26/16
11 JACK LOUWS DATE
12 COUNTY EXECUTIVE
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18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
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22 On this 26th day of October, 2016, before me personally appeared Jack Louws
23 to me known to be the County Executive of Whatcom County, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
25



26
27 Suzanne M. Mildner
28 NOTARY PUBLIC in and for the State of Washington
29 residing at Bellevue
30 My commission expires 12-31-18
31

32 APPROVED AS TO FORM ONLY:
33

34
35 Daniel L. Gibson 10/25/16
36 DANIEL L. GIBSON DATE
37 WHATCOM COUNTY
38 SENIOR CIVIL DEPUTY PROSECUTING ATTORNEY
39

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 12th day
2 of December, 2016.
3

4
5 CITY OF BELLINGHAM
6 SIGNATURE, AUTHORIZED OFFICIAL

[Signature]
7
8 **TED CARLSON, PUBLIC WORKS DIRECTOR**

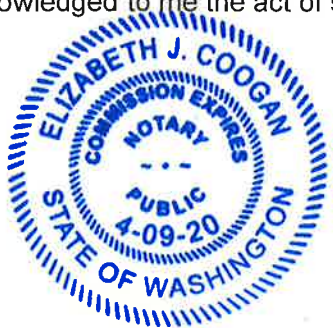
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10 [Signature]
11 **KELLI LINVILLE**
12 **MAYOR**

DATE

13
14 **ATTEST:**
15 [Signature]
16 **BRIAN HENSHAW, FINANCE DIRECTOR**

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

21
22 On this 12th day of December, 2016, before me personally appeared Kelli Linville
23 to me known to be the Mayor of City of Bellingham, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.



[Signature]
32 NOTARY PUBLIC in and for the State of Washington
33 residing at Bellingham, WA
34 My commission expires 04/09/20

35 APPROVED AS TO FORM ONLY:

36
37 [Signature]
38 **OFFICE OF THE CITY ATTORNEY**

12/12/16
DATE

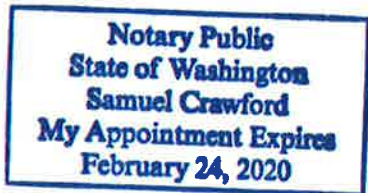
1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 7th day
2 of December, 2016.
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5 CITY OF BLAINE
6 SIGNATURE, AUTHORIZED OFFICIAL
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9 David Wilbrecht 12/7/16
10
11 DAVID WILBRECHT DATE
12 CITY MANAGER
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18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
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22 On this 7 day of December, 2016, before me personally appeared David Wilbrecht
23 to me known to be the City Manager of City of Blaine, who executed the above instrument and who
24 acknowledged to me the act of signing and sealing thereof.
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31
32
33

Samuel Crawford
NOTARY PUBLIC in and for the State of Washington
residing at Bellingham, WA
My commission expires February 24, 2020

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

5 CITY OF FERNDALE
6 SIGNATURE, AUTHORIZED OFFICIAL
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8
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10
11 _____
12 JON MUTCHLER DATE
13 MAYOR
14
15
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18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)

21
22 On this 20th day of September, 2016, before me personally appeared Jon Mutchler
23 to me known to be the Mayor of City of Ferndale, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
25

26
27 _____
28 NOTARY PUBLIC in and for the State of Washington
29 residing at Ferndale
30 My commission expires 4/30/2017
31



1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 22 day
2 of November 2016.
3
4

5 CITY OF LYNDEN
6 SIGNATURE, AUTHORIZED OFFICIAL
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8 Scott Korthuis
9

10 _____
11 SCOTT KORTHUIS DATE
12 MAYOR



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18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)
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22 On this 22 day of November, 2016, before me personally appeared Scott Korthuis
23 to me known to be the Mayor of City of Lynden, who executed the above instrument and who
24 acknowledged to me the act of signing and sealing thereof.
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26
27 Pamela D. Brown
28 NOTARY PUBLIC in and for the State of Washington
29 residing at Whatcom County
30 My commission expires 9/4/2017
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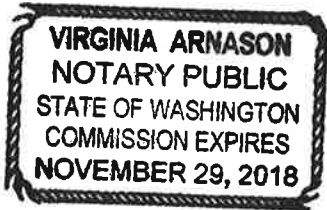
1 IN WITNESS WHEREOF, the parties hereto have executed this agreement this 17th day
2 of October, 2016.
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5 CITY OF NOOKSACK
6 SIGNATURE, AUTHORIZED OFFICIAL
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9
10 James S Ackerman
11 JAMES S. ACKERMAN DATE
12 MAYOR
13
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18 STATE OF WASHINGTON)
19) ss
20 COUNTY OF WHATCOM)

21
22 On this 17th day of October, 2016, before me personally appeared James S Ackerman
23 to me known to be the Mayor of City of Nooksack, who executed the above instrument and
24 who acknowledged to me the act of signing and sealing thereof.
25



Virginia Arnason
NOTARY PUBLIC in and for the State of Washington
residing at Nooksack
My commission expires 11-29-18

1 IN, WITNESS WHEREOF, the parties hereto have executed this agreement this 7th day
2 of October, 2016.

3
4
5 CITY OF SUMAS
6 SIGNATURE, AUTHORIZED OFFICIAL

7
8
9 *Robert Bromley* 10/7/16
10 _____ DATE
11 ROBERT BROMLEY
12 MAYOR

13 STATE OF WASHINGTON)
14) ss
15 COUNTY OF WHATCOM)

16 On this 7th day of October, 2016, before me personally appeared Robert Bromley
17 to me known to be the Mayor of City of Sumas, who executed the above instrument and who
18 acknowledged to me the act of signing and sealing thereof.



Shelley Neitch
NOTARY PUBLIC in and for the State of Washington
residing at Lynden, WA
My commission expires 2/14/2017

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IN WITNESS WHEREOF, the parties hereto have executed this agreement this 27th day of September, 2016.

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY
SIGNATURE, AUTHORIZED OFFICIAL

Stephan Jilk

9-27-2016
DATE

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 27 day of September, 2016, before me personally appeared Stephan Jilk to me known to be the General Manager of Public Utility District No. 1 of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Ann M Grimm

NOTARY PUBLIC in and for the State of Washington
residing at Bellingham

My commission expires June 7, 2020

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 Local Integrating Organization (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

