

INTERLOCAL AGREEMENT

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

PREAMBLE

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

MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:

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

designated representatives of **Eligible Jurisdictions** who have authorized the execution of and become **Member Jurisdictions** of this Agreement.

1.5 **STRATEGIC ACTION PLAN:** *The Strategic Action Plan*, as referred to herein, is the plan developed by the Forum and adopted by all Member Jurisdictions to address water resource issues within the **Watershed Area** as provided in this Agreement. The plan identifies specific actions and projects to address the identified water resource issues and is attached as Exhibit B.

1.6 **CAPITAL IMPROVEMENT PLAN:** The **Capital Improvement Plan**, as referred to herein, is the set of projects developed in the **Strategic Action Plan** to address the identified water resource issues. The **Capital Improvement Plan** lists specific projects, estimated costs, proposed funding mechanisms and project lead agency and is attached as Exhibit C.

1.7 **FISCAL AGENT:** The **Fiscal Agent** is the entity designated to perform all accounting and contract management services for the **Forum**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.8 **SERVICE PROVIDER(S):** The **Service Provider(s)**, as used herein, means that individual consultant or other entity which provides a service to and for the **Forum** and who is directed to carry out actions as determined or assigned by the **Forum**, including but not limited to, preparation of meeting agendas and minutes, maintaining documents and records, researching federal and state appropriation opportunities, and researching and applying for local, state and federal grants in support of the **Strategic Action Plan** and the **Capital Improvement Plan**.

1.8.1 **Service Provider Operating Fund:** The **Service Provider Operating Fund** is the fund established for activities of the **Service Provider(s)** in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**. The fund budget is set each year by action of the Forum and authorized by budget allocation from each **Member Jurisdiction**.

1.9 **STEERING COMMITTEE and PROJECT SUBCOMMITTEES:** The **Steering Committee** is composed of executive level staff members of each **Member Jurisdiction** who will provide specific guidance to technical level staff on the **Project Subcommittees** for each of the projects identified in the **Capital Improvement Plan** based on policy direction from the Forum.

2. **PURPOSES.** The purposes of this Agreement include the following:

2.1 To provide a mechanism and governance structure for the implementation of the **Strategic Action Plan** and to share the cost of **Service Provider(s)** to coordinate and

provide the services necessary for the successful implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.

- 2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies, federal agencies or other sources to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 2.3 To provide a framework for cooperation and coordination among the member jurisdictions on issues relating to the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan**.
- 2.4 To develop and articulate to state and federal legislators, watershed based positions on stormwater management issues, conservation issues, funding or any other issues jointly identified by the **Member Jurisdictions**.
- 2.5 To provide for the ongoing participation of citizens and other stakeholders in such efforts and to ensure continued public outreach efforts to educate and garner support for current and future watershed conservation efforts.

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

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by **Eligible Jurisdictions**, as authorized by each jurisdiction's legislative body, and further provided that after such execution, this Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect, unless terminated as provided in Section 9, until December 31, 2011; provided, however, that this Agreement may be extended for such additional terms as the **Member Jurisdictions** may agree to in writing.
4. **ORGANIZATION AND NATURE OF THE FORUM.** The **Member Jurisdictions** hereby establish the **Forum** to serve as the formal governance structure for carrying out the purposes of this Agreement. Each **Member Jurisdiction** shall appoint one (1) elected official or designee and an alternate (elected official or designee and alternate hereinafter referred to as designee) to serve as its representative on the **Forum** along with a **Steering Committee** representative to carry out the policy direction of the Forum.
 - 4.1 Upon the effective execution of this Agreement and the appointment of designees from each **Member Jurisdiction** to the **Forum**, the **Forum** designees shall meet and choose, according to the voting provisions of Section 5, representatives to serve as **Forum Chair** and **Vice Chair** to oversee and direct the activities associated with **Forum** meetings including the development of the agendas, running the meeting and providing leadership to the **Forum**.

- 4.2 The **Forum** shall have the authority and mandate to do the following:
- 4.2.1 Review and evaluate at least annually the duties to be assigned to the **Steering Committee** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
 - 4.2.2 Review **Steering Committee** progress on implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** on a quarterly basis and provide for whatever actions it deems appropriate to ensure that such development is efficiently, effectively and responsibly delivered in the performance of this Agreement.
 - 4.2.3 On or before September 1 of each year, establish and approve a **Service Provider Operating Fund** budget for the following calendar year for the activities of the **Service Provider(s)**, proposing the level of funding and total resource obligations of the **Member Jurisdictions** to support the activities of the **Service Provider(s)** which are to be allocated in accordance with the formula set forth in Exhibit D.
 - 4.2.4 Review and evaluate at least annually the duties to be assigned to the **Service Provider(s)** to this Agreement and provide for whatever actions it deems necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of this Agreement.
 - 4.2.5 Oversee and administer the allocation of resources available to the **Forum** to implement the **Strategic Action Plan** and the **Capital Improvement Plan** in support of the **Strategic Action Plan**.
- 4.3 The **Forum** designees may adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation according to the voting provisions of Section 5.
5. **VOTING.** The **Forum** designees shall make decisions, approve goals and objectives, specify work priorities and perform any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 No action or binding decision will be taken by the **Forum** without the presence of a quorum of active **Member Jurisdiction** designees. A quorum exists if a majority of the **Member Jurisdiction** designees are present at the **Forum** meeting. The voting procedures provided for in 5.2 and 5.3 are conditioned upon there being a quorum of the active **Member Jurisdiction** designees present for any action or decision to be effective and binding.

- 5.2 Decisions shall be made using a consensus model as much as possible. Each designee agrees to use their best effort and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Member Jurisdiction** designees at the meeting or by a majority recommendation agreed upon by the **Member Jurisdiction** designees.
- 5.3 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Forum**, the **Forum** shall take action on a majority basis, as follows:
- 5.3.1 Each **Member Jurisdiction**, through its appointed designee, may cast its vote in connection with a proposed **Forum** action.
- 5.3.2 For any action subject to voting to be deemed approved, an affirmative vote must be cast by a majority of the **Member Jurisdiction** designees. No action shall be valid and binding on the **Member Jurisdiction** until it shall receive majority of votes of the total number of **Member Jurisdiction** designees. A vote of abstention shall be recorded as a "no" vote.

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

- 6.1 Each **Member Jurisdiction** shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established by the operating fund adopted by the **Forum** under this Agreement and described in Section 4.2.3.
- 6.2 On or before September 1 of each year of this Agreement, the **Forum** shall adopt a **Service Provider** budget for the following calendar year. The **Service Provider** budget shall propose the level of funding responsibilities of the individual **Member Jurisdictions** for the following calendar year and shall propose the levels of funding to be allocated to the **Service Provider** budget for implementation activities related to the **Strategic Action Plan** and the **Capital Improvement Plan** within the **Watershed Area**. The **Member Jurisdictions** shall thereafter take separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed operating fund, and shall have done so no later than December 31st of each such year, provided that the financial obligations of each Member Jurisdiction to fund this Agreement after December 31, 2010 are contingent upon local legislative appropriation of necessary funds in future fiscal years; and provided that financial obligations imposed herein shall not be for the purpose of funding the design or construction of specific **Capital Improvement Plan** projects.
- 6.3 Funds collected from any source on behalf of the **Forum** shall be maintained in a special fund by the **Fiscal Agent** as *ex officio* treasurer on behalf of the **Forum** pursuant to rules and procedures established and agreed to by the **Forum**. The **Fiscal Agent** shall also serve as the contractual agent for the **Member Jurisdictions** in acquiring any services

needed, including those provided by the **Service Provider(s)**, in the implementation of the **Strategic Action Plan** and the **Capital Improvement Plan** as directed by the **Forum**. The **Fiscal Agent** shall establish billing practices and collection procedures in the format established by the Washington State Auditor, and utilize its established purchasing authority and procedures, and any other procedures as may be necessary to provide for its efficient administration and operation. Any **Member Jurisdiction** may inspect and review all records maintained in connection with the special fund maintained by the **Fiscal Agent** at any reasonable time.

6.4 The **Fiscal Agent**, in the performance of its duties, shall not exceed the budgeted amounts authorized by the **Forum** and/or the total funds as appropriated by the individual **Member Jurisdictions**.

7. **LATECOMERS.** An **Eligible Jurisdiction** listed in Section 1.2 which has not become a **Member Jurisdiction** within six (6) months of the effective date of this Agreement may become a **Member Jurisdiction** only with the written consent of all the **Member Jurisdiction**. The provisions of Section 5 otherwise governing decisions of the **Forum** shall not apply to this Section 7. The **Member Jurisdictions** and the county or city seeking to become a **Member Jurisdiction** shall jointly determine the terms and conditions under which the county or city may become a **Member Jurisdiction**. These terms and conditions shall include payment by such county or city to the **Member Jurisdictions** of the amount determined jointly by the **Member Jurisdictions** and the county or city to represent such county or city's fair and proportionate share of all costs associated with activities undertaken by the **Forum** and the **Member Jurisdictions** on its behalf as of the date the county or city becomes a **Member Jurisdiction**. Any county or city that becomes a **Member Jurisdiction** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Member Jurisdictions**.

8. **TERMINATION.** This Agreement may be terminated by any **Member Jurisdiction**, as to that **Member Jurisdiction** only, upon sixty (60) days written notice to the other **Member Jurisdictions**. The terminating **Member Jurisdiction** shall remain fully responsible for meeting all of its funding obligations for expenditures authorized by the jurisdiction, but only for costs incurred prior to the date of the notice. This Agreement may be terminated at any time by the written agreement of all **Member Jurisdictions**.

9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this Agreement, each **Member Jurisdiction** shall protect, defend, hold harmless and indemnify the other **Member Jurisdictions** to include the officers, employees, agents and contractors of the **Member Jurisdiction**, while acting within the scope of their

employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Member Jurisdiction's** own negligent acts or omissions, torts and wrongful or illegal acts related to such **Member Jurisdiction's** participation and obligations under this Agreement. Each **Member Jurisdiction** agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Member Jurisdiction**, by mutual negotiation, hereby waives, with respect to the other **Member Jurisdictions** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this subsection shall survive and continue to be applicable to **Member Jurisdictions** exercising the right of termination pursuant to Section 9.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the **Member Jurisdictions** intend to assume any responsibility, risk or liability of any other **Member Jurisdiction** or otherwise with regard to any **Member Jurisdiction's** duties or any act, statute or regulation of any local municipality or government, the State of Washington or the United States.
11. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no **Member Jurisdiction** is committing to adopt or implement any actions or recommendations that may be contained in the **Strategic Action Plan** and the **Capital Improvement Plan** pursuant to this Agreement.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Member Jurisdiction** from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any **Member Jurisdiction** that is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation NMFS, USFWS, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **Forum** or any of the **Member Jurisdictions**, or their officers, elected officials, agents and employees, to any third party.

15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the **Member Jurisdictions**, represented by affirmative action by their legislative bodies.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY MEMBER JURISDICTION'S GOVERNING BODIES.** The governing body of each **Member Jurisdiction** must approve this Agreement before any representative of such **Member Jurisdiction** may execute this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be posted on the web site of each **Member Jurisdiction** in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ATTORNEY FEES.** In the event a **Member Jurisdiction** brings suit to enforce this Agreement, or for breach of this Agreement, the prevailing **Member Jurisdiction** shall be entitled to its costs, expenses, and attorney fees for bringing or defending the action.

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

Approved as to form:
 By: W. Scott Snyder
 Title: City attorney
 Date: 9-16-2010

CITY OF EDMONDS
 By: Mike Cooper
 Title: Mayor
 Date: 9/19/10

Approved as to form:
 By: Bob C. Stenberg
 Title: City Attorney
 Date: 8/31/2010

CITY OF LAKE FOREST PARK
 By: David R. Hutch
 Title: Mayor
 Date: 8-31-10

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF LYNNWOOD

By: _____

Title: _____

Date: _____

Approved as to form:

By: Greg C. S. L.

Title: City Attorney

Date: 9-8-13

CITY OF MOUNTLAKE TERRACE

By: John F. Crawford

Title: City Manager

Date: 9/4/2010

Approved as to form:

By: _____

Title: _____

Date: _____

CITY OF SHORELINE

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

SNOHOMISH COUNTY

By: Gary Haakenson

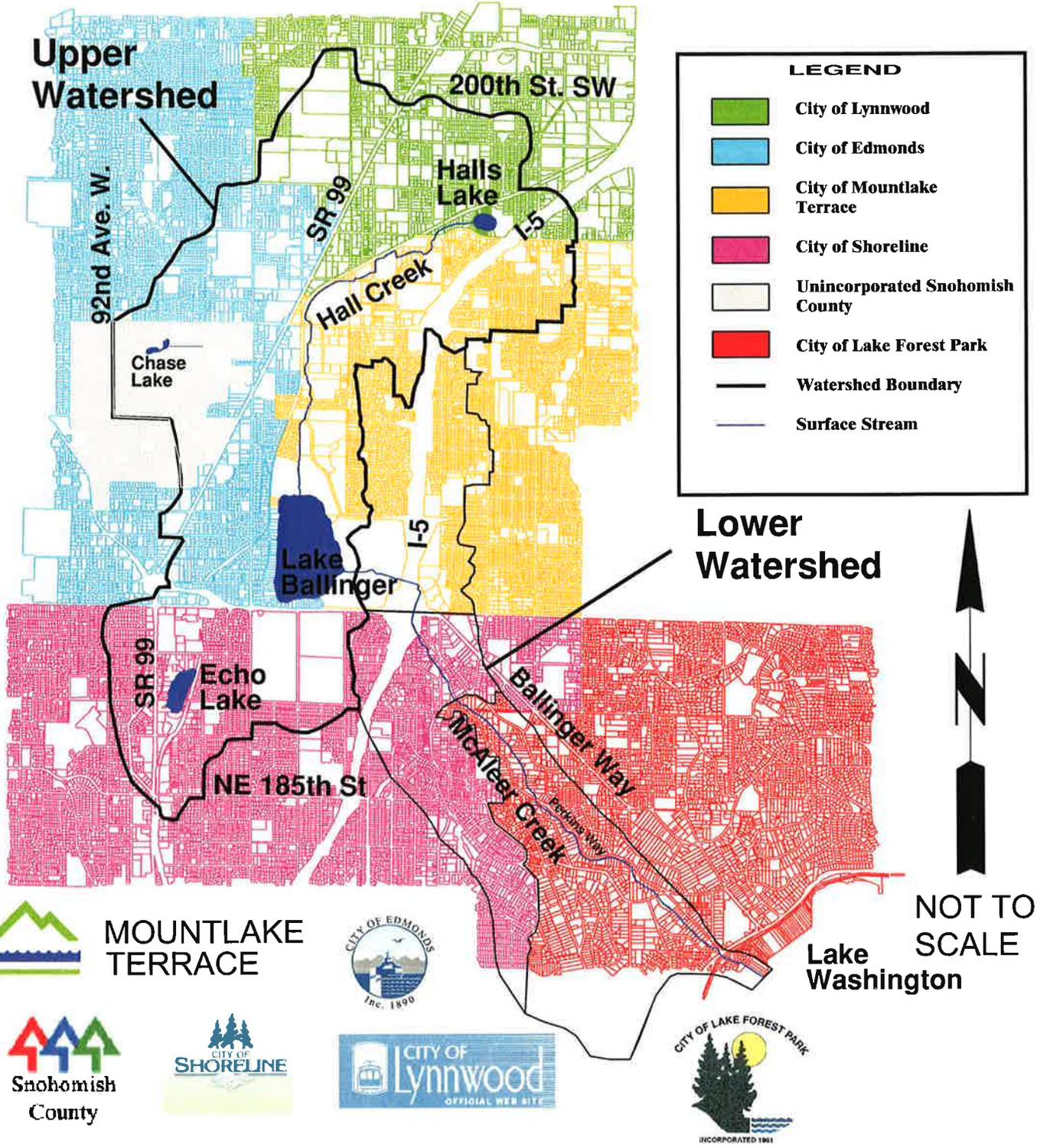
Title: GARY HAAKENSON
Deputy County Executive

Date: 3-21-11

COUNCIL USE ONLY	
Approved:	<u>Mar 16, 2011</u>
Docfile:	<u>D-13</u>

Exhibit A

Watershed Vicinity Map



NOT TO SCALE

Lake Washington

Exhibit B

Lake Ballinger/McAleeer Creek Watershed Study

Strategic Action Plan



Greater Lake Ballinger/McAeer Creek
Watershed Study

STRATEGIC ACTION PLAN

Project #31325

H. Chak, Inc.
Goldz Associates, Inc.
Clear Creek Solutions, Inc.
EnviroIssues

July 10, 2009

Exhibit C

Capital Improvement Plan

Exhibit D

Operating Fund Allocations

**Lake Ballinger/McAleer Creek Forum
Administrative Support Service Provider Needs Listing**

Duties	Hours/Month	Year
1. Attend and take notes at monthly Forum Meeting	2.5	30
2. Arrange for room reservations, provide materials for meetings	2.5	30
3. Compile and produce minutes from the Forum meetings	5	60
4. Generate draft agenda for the Forum Meeting - coordinate with the chair and co-chair on meeting agenda	1.5	18
5. Coordinate e-mail contacts through the Forum distribution list	0.5	6
6. Assists with cities web site maintenance	3	36
7. Maintains documents record for Forum activities	3	36
8. Prepares News Releases on Forum updates	2	24
Total	20	240

Additional Duties may be added as needs develop

Provider Support through the City of Mountlake Terrace

Administrative Support for 2011 \$7,200

This listing assumes services are provided at \$30.00 per hour and that 20 hours a month are allocated for a total of 240 hours for the 2011 calendar year.

AMENDMENT #1

AGREEMENT TO AMEND INTERLOCAL AGREEMENT

**For the Governmental Jurisdictions within the Lake Ballinger/McAleer Creek Watershed Including the Cities of Edmonds, Lake Forest Park, Lynnwood, Mountlake Terrace, Shoreline and Snohomish County
DATED August 31, 2010**

I. Parties

This Amendment ("Amendment #1") to the Interlocal Agreement ("Agreement") is entered into by and between City of Mountlake Terrace, City of Edmonds, City of Lake Forest Park, all Washington municipal corporations, and collectively known as "Member Jurisdictions" in that certain Agreement dated August 31, 2010 that provides for development of various activities and projects within the Lake Ballinger/McAleer Creek Watershed.

II. Recitals

1. The Member Jurisdictions entered into that certain Agreement dated the 31st, day of August, 2010.
2. The Member Jurisdictions desire to amend the Agreement.
3. The Member Jurisdictions pursuant to paragraph 15 AMENDMENTS of the Agreement agree to amend paragraph 4 ORGANIZATION AND NATURE OF THE FORUM.

NOW THEREFORE, the Member Jurisdictions, in consideration of their mutual promises and respective benefits, hereby agree as follows:

III. Amendment(s)

Section 4.2.3 of the Agreement is hereby amended to read as follows:

On or before September 1 of each year, establish and approve a **Service Provider Operating Fund** budget for the following calendar year for the activities of the **Service Provider(s)**, proposing the level of funding and total resource obligations of the **Member Jurisdictions** to support the activities of the **Service Provider(s)** which are to be allocated in accordance with the formula set forth in Exhibit D.

Provided further the Member Jurisdictions agree to retain and employ a Federal Government Relations Service Provider, Johnston Group, for calendar year 2011 to provide federal government relations services for the Forum in order to increase its visibility with its congressional delegation and compete for federal funding. The Johnston Group shall provide services consistent with Exhibit A, which is attached hereto and incorporated by references as though fully set forth.

The Member Jurisdictions shall share equally the cost of the Federal Government Relations Service Provider, Johnston Group. The total cost thereof shall not exceed \$30,000 for the 2011 calendar year, and shall constitute an additional amount to the Service Provider Operating Fund budget as authorized by the Forum. The City of Mountlake Terrace as the Fiscal Agent shall administer the funds in accordance with paragraph 6 OBLIGATIONS OF MEMBER JURISDICTIONS; BUDGET; FISCAL AGENT; RULES.

IV. Effect of Amendment

Except as specifically amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms, covenants and provisions. All references to the Agreement shall be deemed to mean the Agreement as modified hereby. This Amendment #1 shall not constitute a novation of the Agreement, but shall constitute an amendment thereof. The Member

Jurisdictions hereto agree to be bound by the terms and conditions of the Agreement, as amended by this Amendment #1 as though such terms and conditions were set forth therein.

IN WITNESS WHEREOF, the *Member Jurisdictions* hereto have executed this Amendment #1 on the dates indicated below:

Approved as to form:
By: W. Scott Snyder
Title: City Attorney
Date: 2-24-11

CITY OF EDMONDS
By: Mike Coyle
Title: Mayor
Date: 2/25/11

Approved as to form:
By: Bob C. Stank
Title: City Attorney
Date: 2-10-2011

CITY OF LAKE FOREST PARK
By: Paul Hatch
Title: Mayor
Date: 2-7-11

Approved as to form:
By: G. G. S.
Title: City Attorney
Date: 1-29-11

CITY OF MOUNTLAKE TERRACE
By: John J. Campbell
Title: City Manager
Date: 2/3/2011

JOHNSTON GROUP

January 26, 2011

I. Scope of Services

Develop Federal Funding Agenda for the Lake Ballinger/McAleer Creek Watershed Forum

- Work with the Lake Ballinger/McAleer Creek Watershed Forum to identify the funding needs and get detailed information about priority projects like the McAleer Creek Flood Berms in lower McAleer Creek and flood plain mapping along with culvert replacement between Lake Ballinger and I-5 on upper McAleer Creek.
- Review Forum planning documents and budget to ascertain the full range of Forum initiatives and determine which Forum projects are eligible for support through the existing federal funding programs.
- Advise the Lake Ballinger/McAleer Creek Watershed Forum about which projects ought to be prioritized for federal grants, directed federal spending via appropriations and authorization bills.

Prepare and Support the Lake Ballinger/McAleer Creek Watershed Forum FY'12 Federal Funding Requests

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

D.C. Lobbying Meetings

- Schedule meetings in Washington, D.C. with Lake Ballinger/McAleer Creek Watershed Forum representatives and Congressmen Inslee, Congressman McDermott and Senators Murray and Cantwell. We also may schedule meetings with Congressman Dicks and his staff given his position as the ranking member of the House Appropriations Committee.
- Include the D.C.-based liaison for Washington Governor Christine Gregoire as a part of our D.C. meetings and outreach strategy if appropriate to do so.
- Identify and prepare key congressional staff for appropriations requests and meetings with Forum representatives and elected officials.
- Attend and facilitate meetings in Washington, D.C.

- Prepare Lake Ballinger/McAleer Creek Watershed Forum officials for congressional meetings.
- Follow up to all meetings as appropriate.
- Ensure that district and D.C. based key staff in each delegation office are aligned in support of Forum's goals.
- Maintain regular communication with key legislative staff and elected officials throughout the year in support of the Forum's funding and policy agenda.
- This proposal includes two distinct trips to Washington, D.C. for the Lake Ballinger/McAleer Creek Watershed Forum, one before March 31, 2011 and the other at a time to be determined, likely in September 2011.

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

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

Delegation Engagement with the Lake Ballinger/McAleer Creek Watershed Forum

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

Grant Funding Strategy

- Solicit support from Governor Christine Gregoire, Congressman Jay Inslee, Congressman Jim McDermott, Senator Patty Murray and Senator Maria Cantwell for the relevant Forum grant applications.

Prepare and Support FY'12 Federal Environmental Protection Agency State and Tribal Assistance Grant (EPA STAG) Requests

- Advise the Forum about the creation of collateral materials for federal funding requests through this federal funding instrument.
- Work with the Forum to identify potential supporters for project requests and secure

letters of endorsement.

- Coordinate formal submission of authorization requests and ensure compliance with all deadlines.
- Determine legislative tactics Congress may utilize to enact federal water reauthorization bills and implement a strategy to preserve funds targeted for the Lake Ballinger/McAleer Creek Watershed Forum.
- Contact key congressional staff to obtain support for the Forum's federal funding requests and respond to any questions or concerns as appropriate.
- Assist congressional staff in the preparation of letters of request to relevant House and Senate oversight, authorization and appropriations committees and subcommittees.
- Monitor the budget and authorization process throughout the year with regular legislative updates provided to the Forum.

II. Timeline

The federal appropriations process requires a year-long effort for maximum impact. The time and work required is very intensive in the first part of the year but can be significantly reduced after the end of June depending on the appropriations / authorization process and the status of the Forum's requests. Below is a brief timeline of the major activities that are likely to happen.

January 2011

- Meet with Forum staff and officials to review funding opportunities and prioritize federal funding agenda for 2011.
- Determine specific project requests for FY'12 (2011).
- Begin to create supporting materials for project requests.
- Advise about additional supporters for each project request and solicit letters of endorsement.
- Ascertain appropriations timelines and EPA STAG timelines.
- Obtain appropriations and authorization request forms from all congressional offices.
- Review federal grant programs that the Forum may be eligible to compete within.
- Provide first draft of appropriations / authorization forms to Forum for edits and feedback.

February - March 2011

- Draft formal authorization funding applications for Forum approval.
- Schedule and attend first set of meetings in Washington, D.C. with congressional delegation to request support for Lake Ballinger/McAleer Creek Watershed Forum projects.
- Outreach to district staff for congressional offices to explain projects and solicit support.
- Finalize collateral materials and prep Forum delegation for D.C. trip.
- Draft, edit, finalize and submit all appropriations forms to all relevant congressional offices for all projects.
- Track other policy proposals of interest to the Lake Ballinger/McAleer Creek Watershed Forum. Draft correspondence and opinion papers as appropriate.

April - June 2011

- Follow up to D.C. visits.
- Lobby delegation to include our requests as a part of the appropriations bills.

- Monitor budget process and report to Lake Ballinger/McAleeer Creek Watershed Forum.
- Begin district-based meetings with congressional staff and/or schedule visits for the summer.
- Potentially schedule and attend second set of meetings in Washington, D.C. on behalf of the Lake Ballinger/McAleeer Creek Watershed Forum.
- Monitor and lobby for Forum projects in any bills that have funding opportunities for the Lake Ballinger/McAleeer Creek Watershed Forum.
- Continue to track all funding bills, developments and opportunities as appropriate.
- Continue to track other policy programs of interest to the Forum. Draft correspondence and opinion papers as appropriate.

July - December 2011

- Monitor and report on budget, authorization and appropriations bills to the Lake Ballinger/McAleeer Creek Watershed Forum.
- Monitor and lobby for Forum projects in any bills that have funding opportunities for the Lake Ballinger/McAleeer Creek Watershed Forum.
- Continue to track all funding bills, developments and opportunities as appropriate.
- Continue to track other policy programs of interest to the Forum. Draft correspondence and opinion papers as appropriate.
- Conduct district based tours and meetings with the Forum.
- Potentially conduct second round of meetings in Washington, D.C. if not already completed.

III. Budget

The Johnston Group proposes to complete the scope of services outlined in this proposal for a fixed monthly retainer of **\$2,500** from January 2011 through December 2011. This retainer **includes all expenses** with the exception of airfare and lodging connected to Forum trips to Washington, D.C. Expenses will be billed to the Forum at cost and in arrears. Whenever possible, the Johnston Group will combine client travel to D.C. to further reduce costs.

This proposal includes **two** lobbying trips to Washington, D.C., one before the end of March 2011 and another to be scheduled – likely in September/October 2011.