



## HOOD CANAL COORDINATING COUNCIL INTERLOCAL COOPERATION AGREEMENT

Adopted November 25, 1985

Amended 1987

Amended April 20, 2011

Amended January 10, 2017

**THIS AGREEMENT** is made and entered into by and between the undersigned local government agencies and Indian tribes pursuant to provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This Agreement repeals and replaces the Interagency Agreement between Jefferson, Mason and Kitsap Counties and other agencies and Indian tribes dated November 25, 1985, as amended, which established the Hood Canal Coordinating Council, as well as Rules of Procedure adopted in 1985 and 1993 to implement such Agreement.

**WHEREAS**, the undersigned Member organizations and ex-officio member agencies recognize the overall benefit of participating in a forum for cooperative policy development to improve decision-making affecting the Hood Canal region, and

**WHEREAS**, such a forum can reduce duplication, improve cost-effectiveness, and maintain credibility with the public, and

**WHEREAS**, involvement of the public and government will help to ensure development of accepted and workable programs and regulations for the region based in part on continuing research efforts, and

**WHEREAS**, the undersigned Member organizations have formed the Hood Canal Coordinating Council to carry out the purposes of this Agreement, Chapter 77.85 RCW and Chapter 90.88 RCW, and

**WHEREAS**, the undersigned Member organizations are authorized and empowered to enter into this Agreement pursuant to Chapter 39.34 RCW, and

**THEREFORE**, in consideration of mutual promises and covenants herein, it is hereby agreed that the Interlocal Cooperation Agreement providing for the Hood Canal Coordinating Council shall be amended to read as follows:

## **PART I - DEFINITIONS**

For the purposes of this Agreement and all other agreements, contracts, and documents executed, adopted or approved pursuant to this agreement, the following terms shall have the meaning prescribed to them within this Part unless the context of their use dictates otherwise.

- 1.1. "Council" means the Hood Canal Coordinating Council.
- 1.2. "Member organization" means any public agency which is a party or becomes a party to this Agreement.
- 1.3. "Non-profit corporation" means the corporation formed by the Council under the Washington Non-profit Corporations Act and recognized as a public charity under Section 501(c)(3) of the Internal Revenue Code to serve as fiscal agent for the Hood Canal Coordinating Council.

## **PART II – MEMBERSHIP AND ORGANIZATION**

2.1 MEMBER ORGANIZATIONS. -- The Member organizations of the Hood Canal Coordinating Council shall consist of the following local governments and Indian tribes:

Jefferson County  
Kitsap County  
Mason County  
Port Gamble S'Klallam Tribe  
Skokomish Tribe

2.2. COUNCIL ORGANIZATION. – The Council shall consist of the duly-authorized representative or representatives of each Member organization, who shall constitute its Board of Directors. Each Member organization shall have one vote. The Council shall adopt and periodically may revise bylaws to set forth the powers and duties of the Council and of its Board of Directors. The Council may include ex officio, non-voting members.

## **PART III – AUTHORITY AND PURPOSE**

3.1. AUTHORITY. – The authorities under which the Member organizations enter into this Agreement are the Interlocal Cooperation Act, Chapter 39.34 RCW, the Salmon Recovery Act, Chapter 77.85 RCW, and the Aquatic Rehabilitation Act, Chapter 90.88 RCW.

3.2. PURPOSE. -- The purpose of the Hood Canal Coordinating Council – working with partners, community groups and citizens – is to advocate for and implement regionally and locally appropriate actions to protect and enhance Hood Canal's environmental and economic health.

3.3 PUBLIC RECORDS ACT. The Hood Canal Coordinating Council is subject to the Public Records Act. If applicable, the HCCC will promptly inform a requester that other agencies, including a Member organization, may have public records responsive to the request.

3.4 PROCUREMENT. The Hood Canal Coordinating Council will adopt procurement policies that comply with its grant funding sources and federal and state law.

## **PART IV – FUNDING**

4.1. FISCAL MANAGEMENT. – There is hereby authorized a separate legal entity to serve as fiscal agent for the Hood Canal Coordinating Council and to otherwise conduct the joint or cooperative undertaking described in this Agreement. The entity shall be organized as a

nonprofit corporation under Chapter 24.03 RCW, the Washington Non-profit Corporation Act and shall conduct its activities so as to qualify as a public charity under Section 501(c)(3) of the Internal Revenue Code. The Board of Directors of the Council shall serve as the Board of Directors of the nonprofit organization. The nonprofit organization may hire and fire staff, including an executive director, enter into contracts, accept grants and other moneys, disburse funds, and pay all necessary expenses. The nonprofit organization also may receive and disburse funding for projects, studies, and activities related to protecting and restoring the Hood Canal watershed and otherwise fulfilling its responsibilities under this Agreement, Chapter 77.85 RCW and Chapter 90.88 RCW.

4.2. **AUDIT REQUIREMENTS.** -- The Council shall cause an audit to be conducted of the nonprofit corporation in the manner provided by law for the auditing of public funds, and consistent with generally-accepted accounting principles for nonprofit corporations.

4.3. **FUNDING.** -- Each Member organization and ex-officio member entity may fund staff participation in the Council. Technical assistance may be provided by other public agencies. The Council is authorized to apply for such federal, state, local, or private funding of any nature as may become available.

#### **PART V – GENERAL PROVISIONS**

5.1. **WITHDRAWAL FROM AGREEMENT.** -- Any Member organization may withdraw from this Agreement by giving written notice at least three months prior to the intended date of withdrawal.

5.2. **DURATION.** -- This Agreement shall remain in force and effect perpetually or until terminated by Member organizations which represent half or more of the signing Member organizations.

5.3. **DISPOSITION OF ASSETS.** -- Upon termination of this Agreement any money assets in possession of the Council after payment of all liabilities, costs, expenses, charges validly incurred under this Agreement, shall be returned to all contributing Member organizations in proportion to their financial contributions determined at the time of termination. The debts, liabilities, and obligations of the Council shall not constitute a debt, liability, or obligation of any Member organization.

5.4. **RECORDING.** -- The executed Agreement shall be filed with the Auditor of each member County.

5.5. **EFFECTIVE DATE.** -- This Agreement is effective among and between the members upon its execution by all of the members, as evidenced by the signatures and dates affixed below, and upon its filing with each County Auditor as provided in this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by each Member organization on the date set forth below:

EXECUTED this 1<sup>st</sup> day of May, 2017.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

Excused Absence  
KATE DEAN, Commissioner

David Sullivan  
DAVID SULLIVAN, Commissioner

ATTEST:

Carolyn Avery  
CAROLYN AVERY  
Deputy Clerk of the Board

Kathleen Kler  
KATHLEEN KLER, Commissioner

Approved as to form:

Date: 4/17/17

P.C. / [Signature]

Philip C. Hunsucker  
Chief Civil Deputy Prosecutor  
Jefferson County Prosecutor's Office

EXECUTED this 22 day of May, 2017.

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

*Charlotte Garrido*

CHARLOTTE GARRIDO, Chair

*Robert Gelder*

ROBERT GELDER, Commissioner

*E. E. Wolfe*

EDWARD E. WOLFE, Commissioner



ATTEST.

*Dana Daniels*

DANA DANIELS  
Clerk of the Board

Approved as to form:

*Jim Hynes*

Deputy Prosecuting Attorney for Kitsap County

EXECUTED this 7<sup>th</sup> day of February, 2017.

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

  
\_\_\_\_\_  
RANDY NEATHERLIN, Commissioner

ATTEST:

  
\_\_\_\_\_  
TERRI JEFFREYS, Commissioner

  
\_\_\_\_\_  
MELISSA DREWRY  
Clerk of the Board

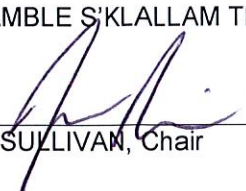
  
\_\_\_\_\_  
KEVIN SHUTTY, Commissioner

Approved as to form:


  
\_\_\_\_\_  
Deputy Prosecuting Attorney for Mason County

EXECUTED this 6 day of April, 2017.

TRIBAL COUNCIL  
PORT GAMBLE S'KLALLAM TRIBE

  
\_\_\_\_\_  
JEROMY SULLIVAN, Chair

Approved as to form:

  
\_\_\_\_\_  
Port Gamble S'Klallam Tribe General Counsel

EXECUTED this 24<sup>th</sup> day of May, 2017.

TRIBAL COUNCIL  
SKOKOMISH TRIBE

  
\_\_\_\_\_  
CHARLES "GUY" MILLER, Chair

Approved as to form:

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Skokomish Tribe General Counsel