



Name and Full Address

Hood Canal Coordinating Council

17791 Fjord Drive NE, Suite 130

Poulsbo, WA 98370-8481

HOOD CANAL COORDINATING COUNCIL 201108290410

Amended Agreement Rec Fee: \$ 67.00

09/29/2011 02:35 PM

Walter Washington, Kitsap Co Auditor

Page: 1 of 6

Please print neatly or type information.



The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Document Title(s): Hood Canal Coordinating Council Interlocal Cooperation Agreement

(SECOND AMENDMENT)

Additional reference #'s on page: _____

Reference Number(s) of related documents: Amendment to the Interagency Agreement

Hood Canal Coordinating Council, Recording No. 201104260222 (recorded on April 26, 2011)

Grantor(s):

Kitsap County, Mason County, Jefferson County, Port Gamble-Klallam Tribe and Skokomish Tribe

Additional Grantors on Page: _____

Grantee(s):

Additional Grantee on Page: _____

Legal Description (abbreviated form: i.e. Plat name, lot, block, section, township, range, quarter/quarter).

N/A

Assessor's Property Tax Parcel/Account Number: N/A

I, Joe Mentor, Attorney for Hood Canal Coordinating Council, am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: Joe Mentor, Jr.

1979075 MASON CO WA

09/15/2011 11:18 AM AMEND HOOD CANAL COORDINATING COUNCIL #48800 Rec Fee: \$67.00 Pages: 6



HOOD CANAL COORDINATING COUNCIL INTERLOCAL COOPERATION AGREEMENT

Adopted November 25, 1985

Amended 1987

Amended April 20, 2011

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.

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.

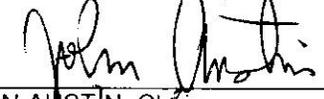
5.4. RECORDING. -- The executed Agreement shall be filed with the Auditor of each member County.

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 2nd day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON



JOHN AUSTIN, Chair



PHIL JOHNSON, Commissioner



DAVID SULLIVAN, Commissioner

ATTEST:



LORNA DELANEY, CMC
Clerk of the Board

EXECUTED this 9th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Charlotte Garrido
CHARLOTTE GARRIDO, Chair

ATTEST:

J W Brown
JOSH BROWN, Commissioner

Dana Daniels for
DANA DANIELS
Clerk of the Board

Robert Gelder
ROBERT GELDER, Commissioner

EXECUTED this 17th day of May, 2011.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

Lynna Ring Erickson
LYNNA RING ERICKSON, Chair

ATTEST:

Jerry Lingle
JERRY LINGLE, Commissioner

Shannon Goudy
SHANNON GOUDY
Clerk of the Board

Tim Sheldon
TIM SHELDON, Commissioner

EXECUTED this 6th day of July, 2011.

TRIBAL COUNCIL
PORT GAMBLE S'K'LALLAM TRIBE

Jeromy Sullivan
JEROMY SULLIVAN, Chair

EXECUTED this 19th day of July, 2011.

TRIBAL COUNCIL
SKOKOMISH TRIBE

Charles "Guy" Miller
CHARLES "GUY" MILLER, Chair

Approved as to form:

David Alving 5/19/2011
Deputy Prosecuting Attorney for Jefferson County

Approved as to form:

Gregory Aufderheide
Deputy Prosecuting Attorney for Kitsap County

Approved as to form:

Tim Whitehorn
Deputy Prosecuting Attorney for Mason County

Approved as to form:

Reg - o st 7/7/11
Port Gamble S'Klallam Tribe General Counsel

Approved as to form:

Joni E. Nies
Skokomish Tribe General Counsel