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INTERLOCAL AGREEMENT

For the Watershed Basins within Water Resource Inventory Area 8

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar, and Sammamish basins, all political subdivisions of the State of Washington (individually for those signing this Agreement "party" and collectively "parties"). The parties share interests in and responsibility for addressing long-term watershed planning and conservation for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein.

MUTUAL CONVENANTS AND AGREEMENTS

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

1.1. **ELIGIBLE JURISDICTIONS:** The governments eligible for participation in this Agreement as parties are the Counties of King and Snohomish, and the Cities of Bellevue, Bothell, Brier, Clyde Hill, Edmonds, Everett, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Lynnwood, Maple Valley, Medina, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville, and Woodway and the Towns of Beaux Arts, Hunts Point and Yarrow Point.

1.2. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of members who are designated representatives of eligible jurisdictions who have authorized the execution of and become parties to this Agreement. In addition, the *WRIA 8 Salmon Recovery Council* includes members who are not representatives of the parties and are comprised of a balance of stakeholder representatives and any other persons who are deemed by the parties to this Agreement to be appropriate for the implementation and adaptive management of the *WRIA 8 Plan*. The appointed representatives of parties will appoint the members who are not representing parties, using the voting provisions of Section 5 of this Agreement.

1.3. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN, JULY 2005:** *WRIA 8 Plan* as referred to herein is the three volume document developed in partnership with stakeholder representatives and ratified by the parties to this Agreement for the purposes of preserving, protecting,

- 37 and restoring habitat with the intent to recover listed species, including sustainable,
 38 genetically diverse, harvestable populations of naturally spawning Chinook salmon.
- 39 1.4 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists
 40 of five (5) elected officials or their designees which elected officials are chosen by the
 41 party members of the *WRIA 8 Salmon Recovery Council*, according to the voting
 42 procedures in Section 5, and charged with staff oversight and administrative duties on the
 43 *WRIA 8 Salmon Recovery Council's* behalf.
- 44 1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency,
 45 government, consultant or other entity which supplies staffing or other resources to and
 46 for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service*
 47 *Provider(s)* may be a party to this Agreement.
- 48 1.6 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government who performs
 49 all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may require, in
 50 accordance with the requirements of Chapter 39.34 RCW.
- 51 1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the
 52 WRIA who reflect the diverse interests integral for planning, implementation, and
 53 adaptive management for the recovery of the listed species under the Endangered
 54 Species Act, which may include but are not limited to environmental and business
 55 interests.
- 56 2. **PURPOSES.** The purposes of this Agreement include the following:
- 57 2.1 To provide a mechanism and governance structure for the implementation and adaptive
 58 management of the implementation of the *WRIA 8 Plan* and to share the cost of the
 59 WRIA 8 Service Provider team to coordinate and provide the services necessary for the
 60 successful implementation and management of the *WRIA 8 Plan*. The maximum
 61 financial or resource obligation of any participating eligible jurisdiction under this
 62 Agreement shall be limited to its share of the cost of the Service Provider staff and
 63 associated operating costs.
- 64 2.2 To provide a mechanism for securing technical assistance and any available funding from
 65 state agencies or other sources.
- 66 2.3 To provide a mechanism for the implementation of other habitat, water quality and flood
 67 projects with regional, state, federal and non-profit funds as may be contributed to the
 68 *WRIA 8 Salmon Recovery Council*.
- 69 2.4 To provide a framework for cooperation and coordination among the parties on issues
 70 relating to the implementation and management of the implementation of the *WRIA 8*
 71 *Plan* or to meet the requirement or a commitment by any party to participate in WRIA-
 72 based or watershed basin planning in response to any state or federal law which may

- 73 require such participation as a condition of any funding, permitting or other program of
74 state or federal agencies, at the discretion of such party to this Agreement.
- 75 2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and
76 funding to state and federal legislators.
- 77 2.6 To provide for the ongoing participation of citizens and other stakeholders in such efforts
78 and to ensure continued public outreach efforts to educate and garner support for current
79 and future ESA efforts.

80 It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the
81 authority or role of any individual jurisdiction or water quality policy bodies such as the Regional
82 Water Quality Committee.

83 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on January 1, 2007
84 provided it has been signed by that date by at least nine (9) of the eligible jurisdictions within
85 WRIA 8 representing at least seventy percent (70%) of the affected population, as authorized by
86 each jurisdiction's legislative body, and further provided that after such signatures this Agreement
87 has been filed by King County and Snohomish County in accordance with the terms of RCW
88 39.34.040 and .200. This agreement in conjunction with the ILA Extension of 2006 reflects the
89 ten-year timeframe of the priority actions identified in the *WRIA 8 Plan Start-List*. The ILA
90 Extension of 2006 provides the mechanism and governance structure for year-one of
91 implementation. This Agreement provides the mechanism and governance structure for the
92 subsequent years of implementation of the Start-List Chapter of the *WRIA 8 Plan*. Once
93 effective, this Agreement shall remain in effect for a term of nine (9) years; provided, however,
94 that this Agreement may be extended for such additional terms as the parties may agree to in
95 writing, with such extension being effective upon its execution by at least nine (9) of the eligible
96 jurisdictions within WRIA 8 representing at least seventy percent (70%) of the affected
97 population.

98 4. **ORGANIZATION AND NATURE OF WRIA 8 SALMON RECOVERY COUNCIL.** The parties to
99 this Agreement hereby establish a governing body for WRIA 8 and the Lake Washington-Cedar
100 and Sammamish watershed basins and associated Puget Sound drainages (hereinafter the
101 "*WRIA 8 Salmon Recovery Council*" the precise boundaries of which are established in Chapter
102 173-500 WAC, or as determined by the *WRIA 8 Salmon Recovery Council*) to serve as the
103 formal governance structure for carrying out the purposes of this Agreement in partnership with
104 non-party members. Each party to this agreement shall appoint one (1) elected official to serve
105 as its representative on the *WRIA 8 Salmon Recovery Council*. The *WRIA 8 Salmon*
106 *Recovery Council* is a voluntary association of the county and city governments located wholly
107 or partially within the management area of WRIA 8 and the Lake Washington-Cedar and
108 Sammamish watershed basins and associated Puget Sound drainages who choose to be parties

109 to this Agreement. Representatives from stakeholder entities who are selected under the voting
110 provisions of Section 5.2 of this agreement are also part of this association.

111 4.1 Upon the effective execution of this agreement and the appointment of representatives to
112 the **WRIA 8 Salmon Recovery Council**, the party members of the **WRIA 8 Salmon**
113 **Recovery Council** shall meet and choose from among its members, according to the
114 voting provisions of Section 5, five (5) elected officials or their designees, to serve as a
115 **Management Committee** to oversee and direct the funds and personnel contributed
116 under this Agreement, in accordance with the adopted annual budget and such other
117 directions as may be provided by the party members of the **WRIA 8 Salmon Recovery**
118 **Council**. Representatives of the **Fiscal Agent** and **Service Provider** may serve as non-
119 voting ex officio members thereof. The **Management Committee** shall act as an
120 executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for
121 oversight and evaluation of any **Service Providers** or consultants, for administration of
122 the budget, and for providing recommendations on administrative matters to the **WRIA 8**
123 **Salmon Recovery Council** for action, consistent with the other subsections of this
124 section.

125 4.1.1 It is contemplated that services to the **WRIA 8 Salmon Recovery Council** for
126 the term of this agreement shall be provided by King County Department of
127 Natural Resources which shall be the primary **Service Provider** unless the party
128 members pursuant to the voting provisions of Section 5 choose another primary
129 **Service Provider**. The **Management Committee** shall prepare a Memorandum
130 of Understanding to be signed by an authorized representative of King County
131 and an authorized representative of WRIA 8, which shall set out the expectations
132 for services to be provided. Services should include, without limitation,
133 identification of and job descriptions for dedicated staff in increments no smaller
134 than .5 FTE, description of any supervisory role retained by the **Service**
135 **Provider** over any staff performing services under this Agreement, and a method
136 of regular consultation between the **Service Provider** and the **Management**
137 **Committee** concerning the performance of services hereunder.

138 4.1.2 The **Management Committee** shall make recommendations to the party
139 members of the **WRIA 8 Salmon Recovery Council** for action, including
140 decisions related to work program, staffing and service agreements, and budget
141 and financial operations, for each year of this Agreement. All duties of the
142 **Management Committee** shall be established by the party members of the
143 **WRIA 8 Salmon Recovery Council**.

144 4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority
145 and mandate to establish and adopt the following:

- 146 4.2.1 By September 1 of each year, establish and approve an annual budget,
147 establishing the level of funding and total resource obligations of the parties
148 which are to be allocated on a proportional basis based on the average of the
149 population, assessed valuation and area attributable to each party to the
150 Agreement, in accordance with the formula set forth in Exhibit A, which formula
151 shall be updated every third year by the **WRIA 8 Salmon Recovery Council**, as
152 more current data become available, and in accordance with Section 2.1.
- 153 4.2.2 Review and evaluate annually the duties to be assigned to the **Management**
154 **Committee** hereunder and the performance of the **Fiscal Agent** and **Service**
155 **Provider(s)** to this Agreement, and provide for whatever actions it deems
156 appropriate to ensure that quality services are efficiently, effectively and
157 responsibly delivered in the performance of the purposes of this Agreement. In
158 evaluating the performance of any **Service Provider(s)**, at least every three (3)
159 years, the **WRIA 8 Salmon Recovery Council** shall retain an outside consultant
160 to perform a professional assessment of the work and services so provided.
161 Evaluations of the **Service Provider(s)** shall occur in years 3, 6, and 9 of the
162 Agreement, which correspond to years 4, 7, and 10 of the **WRIA 8 Plan** Start-List
163 timeline.
- 164 4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the
165 utilization of resources contributed by each party or obtained from other sources
166 in accordance with an annual prioritized list of implementation and adaptive
167 management activities within the WRIA during each year of this Agreement.
- 168 4.3 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may
169 contract with similar watershed forum governing bodies or any other entities for any
170 lawful purpose related hereto, including specific functions and tasks which are initiated
171 and led by another party to this Agreement beyond the services provided by the primary
172 **Service Provider**. The parties may choose to create a separate legal or administrative
173 entity under applicable state law, including without limitation a nonprofit corporation or
174 general partnership, to accept private gifts, grants or financial contributions, or for any
175 other lawful purposes.
- 176 4.4 The party members of the **WRIA 8 Salmon Recovery Council** shall adopt other rules
177 and procedures that are consistent with its purposes as stated herein and are necessary
178 for its operation.
- 179 5. **VOTING**. The party members on the **WRIA 8 Salmon Recovery Council** shall make decisions,
180 approve scope of work, budget, priorities and any other actions necessary to carry out the
181 purposes of this Agreement as follows:

- 182 5.1 No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council**
183 without the presence of a quorum of active party members. A quorum exists if a majority
184 of the party members are present at the **WRIA 8 Salmon Recovery Council** meeting,
185 provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by parties
186 to this agreement shall not be included in calculating the quorum. In addition, positions
187 will be considered vacant on the third consecutive absence and shall not be included in
188 calculating a quorum until that time in which the party member is present. The voting
189 procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a
190 quorum of the active party members present for any action or decision to be effective and
191 binding.
- 192 5.1.1 Decisions shall be made using a consensus model as much as possible. Each
193 party agrees to use its best efforts and exercise good faith in consensus
194 decision-making. Consensus may be reached by unanimous agreement of the
195 party members at the meeting, or by a majority recommendation agreed upon by
196 the active party members, with a minority report. Any party who does not accept
197 a majority decision may request weighted voting as set forth below.
- 198 5.1.2 In the event consensus cannot be achieved, as determined by rules and
199 procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8**
200 **Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
- 201 5.1.2.1 Each party, through its appointed representative, may cast its weighted
202 vote in connection with a proposed **WRIA 8 Salmon Recovery Council**
203 action.
- 204 5.1.2.2 The weighted vote of each party in relation to the weighted votes of each
205 of the other parties shall be determined by the percentage of the annual
206 contribution by each party set in accordance with Subsection 4.2.1 in the
207 year in which the vote is taken.
- 208 5.1.2.3 For any action subject to weighted voting to be deemed approved, an
209 affirmative vote must be cast by both a majority of the active party
210 members to this Agreement and by a majority of the weighted votes of
211 the active party members to this Agreement. No action shall be valid
212 and binding on the parties to this Agreement until it shall receive majority
213 of votes of both the total number of active party members to the
214 Agreement and of the active members representing a majority of the
215 annual budget contribution for the year in which the vote is taken. A vote
216 of abstention shall be recorded as a "no" vote.
- 217 5.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate
218 to appoint to the **WRIA 8 Salmon Recovery Council** non-party stakeholder

- 219 representatives and other persons who are appropriate for the implementation and
 220 adaptive management of the *WRIA 8 Plan*.
- 221 5.2.1 Nomination of such non-party members may be made by any member of the
 222 *WRIA 8 Salmon Recovery Council*. Appointment to the *WRIA 8 Salmon*
 223 *Recovery Council* of such non-party members requires either consensus or dual
 224 majority of party members as provided in Section 5.1.
- 225 5.2.2 The party members on the *WRIA 8 Salmon Recovery Council* may deem it
 226 appropriate to allow non-party members to vote on particular *WRIA 8 Salmon*
 227 *Recovery Council* decisions. The party members may determine which issues
 228 are appropriate for non-party voting by either consensus or majority as provided
 229 in Sections 5.1, except in the case where legislation requires non-party member
 230 votes.
- 231 5.2.3 Decisions of the entire *WRIA 8 Salmon Recovery Council*, both party and non-
 232 party members, shall be made using a consensus model as much as possible.
 233 Voting of the entire *WRIA 8 Salmon Recovery Council* will be determined by
 234 consensus or majority as provided in Sections 5.1 and a majority of the non-party
 235 members.

236 6. **ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.**

237 The *WRIA 8 Plan* shall be implemented with an adaptive management approach. Such an
 238 approach anticipates updates and amendments to the *WRIA 8 Plan*. Such amendments to be
 239 effective and binding must comply with the following provisions:

- 240 6.1 The *WRIA 8 Salmon Recovery Council* shall act to approve or remand any *WRIA 8*
 241 *Plan* amendments prepared and recommended by the committees of the *WRIA 8*
 242 *Salmon Recovery Council* within ninety (90) days of receipt of the plan amendments,
 243 according to the voting procedures described in Section 5.
- 244 6.2 In the event that any amendments are not so approved, they shall be returned to the
 245 committees of the *WRIA 8 Salmon Recovery Council* for further consideration and
 246 amendment and thereafter returned to the *WRIA 8 Salmon Recovery Council* for
 247 decision.
- 248 6.3 After approval of the *WRIA 8 Plan* amendments by the *WRIA 8 Salmon Recovery*
 249 *Council*, the plan amendments shall be referred to the parties to this Agreement for
 250 ratification prior to the submission to any federal or state agency for further action.
 251 Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance
 252 of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8
 253 representing at least seventy percent (70%) of the total population of WRIA 8. Upon
 254 ratification, the *WRIA 8 Salmon Recovery Council* shall transmit the *updated WRIA 8*
 255 *Plan* to any state or federal agency as may be required for further action.

- 256 6.4 In the event that any state or federal agency to which the *WRIA 8 Plan* or amendments
257 thereto are submitted shall remand the *WRIA 8 Plan* or amendments thereto for further
258 consideration, the *WRIA 8 Salmon Recovery Council* shall conduct such further
259 consideration and may refer the plan or amendments to the committees of the *WRIA 8*
260 *Salmon Recovery Council* for recommendation on amendments thereto.
- 261 6.5 The parties agree that any amendments to the *WRIA 8 Plan* shall not be forwarded
262 separately by any of them to any state or federal agency unless it has been approved
263 and ratified as provided herein.

264 7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 265 7.1 Each party shall be responsible for meeting its financial obligations hereunder as
266 described in Section 2.1 and established in the annual budget adopted by the *WRIA 8*
267 *Salmon Recovery Council* under this Agreement and described in Section 4.2.1.
268 The maximum funding responsibilities imposed upon the parties during the first year of
269 this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be
270 updated every third year as described in Section 4.2.1.
- 271 7.2 No later than September 1 of each year of this Agreement, the *WRIA 8 Salmon*
272 *Recovery Council* shall adopt a budget, including its overhead and administrative costs,
273 for the following calendar year. The budget shall propose the level of funding and other
274 (e.g. staffing) responsibilities of the individual parties for the following calendar year and
275 shall propose the levels of funding and resources to be allocated to specific prioritized
276 implementation and adaptive management activities within the WRIA. The parties shall
277 thereafter take whatever separate legislative or other actions that may be necessary to
278 timely address such individual responsibilities under the proposed budget, and shall have
279 done so no later than December 1st of each such year.
- 280 7.3 Funds collected from the parties or other sources on behalf of the *WRIA 8 Salmon*
281 *Recovery Council* shall be maintained in a special fund by King County as *Fiscal Agent*
282 and as *ex officio* treasurer on behalf of the *WRIA 8 Salmon Recovery Council* pursuant
283 to rules and procedures established and agreed to by the *WRIA 8 Salmon Recovery*
284 *Council*. Such rules and procedures shall set out billing practices and collection
285 procedures and any other procedures as may be necessary to provide for its efficient
286 administration and operation. Any party to this Agreement may inspect and review all
287 records maintained in connection with such fund at any reasonable time.

- 288 8. **LATECOMERS.** A county or city government in King or Snohomish County lying wholly or
289 partially within the management area of WRIA 8 and the Lake Washington-Cedar and
290 Sammamish watershed basins and adjacent Puget Sound drainages which has not become a
291 party to this Agreement within twelve (12) months of the effective date of this Agreement may
292 become a party only with the written consent of all the parties. The provisions of Section 5

293 otherwise governing decisions of the *WRIA 8 Salmon Recovery Council* shall not apply to
294 Section 8. The parties and the county or city seeking to become a party shall jointly determine
295 the terms and conditions under which the county or city may become a party. These terms and
296 conditions shall include payment by such county or city to the parties of the amount determined
297 jointly by the parties and the county or city to represent such county or city's fair and
298 proportionate share of all costs associated with activities undertaken by the *WRIA 8 Salmon*
299 *Recovery Council* and the parties on its behalf as of the date the county or city becomes a party.
300 Any county or city that becomes a party pursuant to this section shall thereby assume the general
301 rights and responsibilities of all other parties to this Agreement.

302 9. **TERMINATION.** This Agreement may be terminated by any party, as to that party only, upon
303 sixty (60) days' written notice to the other parties. The terminating party shall remain fully
304 responsible for meeting all of its funding and other obligations through the end of the calendar
305 year in which such notice is given, together with any other costs that may have been incurred on
306 behalf of such terminating party up to the effective date of such termination. This Agreement may
307 be terminated at any time by the written agreement of all parties. It is expected that the makeup
308 of the parties to this Agreement may change from time to time. Regardless of any such changes,
309 the parties choosing not to exercise the right of termination shall each remain obligated to meet
310 their respective share of the obligations of the *WRIA 8 Salmon Recovery Council* as reflected in
311 the annual budget.

312 10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the
313 limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and
314 indemnify the other parties, their officers, elected officials, agents and employees, while acting
315 within the scope of their employment as such, from and against any and all claims (including
316 demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature
317 whatsoever) arising out of or in any way resulting from such party's own negligent acts or
318 omissions related to such party's participation and obligations under this agreement. Each party
319 agrees that its obligations under this subsection extend to any claim, demand and/or cause of
320 action brought by or on behalf of any of its employees or agents. For this purpose, each party, by
321 mutual negotiation, hereby waives, with respect to the other parties only, any immunity that would
322 otherwise be available against such claims under the industrial insurance act provisions of Title
323 51 RCW. The provisions of this subsection shall survive and continue to be applicable to parties
324 exercising the right of termination pursuant to Section 9.

325 11. **NO ASSUMPTION OF LIABILITY.** In no event do the parties to this Agreement intend to assume
326 any responsibility, risk or liability of any other party to this Agreement or otherwise with regard to
327 any party's duties, responsibilities or liabilities under the Endangered Species Act, or any other
328 act, statute or regulation of any local municipality or government, the State of Washington or the
329 United States.

330 12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed
331 that, in entering into this Agreement, no party is committing to adopt or implement any actions or
332 recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.

333 13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or
334 more of the parties to this Agreement from choosing or agreeing to fund or implement any work,
335 activities or projects associated with any of the purposes hereunder by separate agreement or
336 action, provided that any such decision or agreement shall not impose any funding, participation
337 or other obligation of any kind on any party to this Agreement which is not a party to such
338 decision or agreement.

339 14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be
340 construed to, create any rights in any third party, including without limitation the non-party
341 members, NMFS, USFWS, any agency or department of the United States, or the State of
342 Washington, or to form the basis for any liability on the part of the *WRIA 8 Salmon Recovery*
343 *Council* or any of the parties, or their officers, elected officials, agents and employees, to any
344 third party.

345 15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous
346 consent of the parties to this Agreement, represented by affirmative action by their legislative
347 bodies.

348 16. **COUNTERPARTS.** This Agreement may be executed in counterparts.

349 17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each party must
350 approve this Agreement before any representative of such party may sign this Agreement.

351 18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish
352 County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of
353 Section 3 herein.

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

357

358 Approved as to form: TOWN OF BEAUX ARTS VILLAGE

359

360 By: _____ By: _____

361

362 Title: _____ Title: _____

363

364 Date: _____ Date: _____

365 Approved as to form:

CITY OF BELLEVUE

366

367 By: _____

By: _____

368

369 Title: _____

Title: _____

370

371 Date: _____

Date: _____

372

373

374 Approved as to form:

CITY OF BOTHELL

375

376 By: _____

By: _____

377

378 Title: _____

Title: _____

379

380 Date: _____

Date: _____

381

382

383 Approved as to form:

CITY OF CLYDE HILL

384

385 By: _____

By: _____

386

387 Title: _____

Title: _____

388

389 Date: _____

Date: _____

390

391

392 Approved as to form:

CITY OF EDMONDS

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394 By: _____

By: _____

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396 Title: _____

Title: _____

397

398 Date: _____

Date: _____

399 Approved as to form:

TOWN OF HUNTS POINT

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401 By: _____

By: _____

402

403 Title: _____

Title: _____

404

405 Date: _____

Date: _____

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407 Approved as to form:

CITY OF ISSAQUAH

408

409 By: _____

By: _____

410

411 Title: _____

Title: _____

412

413 Date: _____

Date: _____

414

415

416 Approved as to form:

CITY OF KENMORE

417

418 By: _____

By: _____

419

420 Title: _____

Title: _____

421

422 Date: _____

Date: _____

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425 Approved as to form:

CITY OF KENT

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427 By: _____

By: _____

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429 Title: _____

Title: _____

430

431 Date: _____

Date: _____

432 Approved as to form:

KING COUNTY

433

434 By: _____

By: _____

435

436 Title: _____

Title: _____

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438 Date: _____

Date: _____

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440

441 Approved as to form:

CITY OF KIRKLAND

442

443 By: _____

By: _____

444

445 Title: _____

Title: _____

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447 Date: _____

Date: _____

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450 Approved as to form:

CITY OF LAKE FOREST PARK

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452 By: _____

By: _____

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454 Title: _____

Title: _____

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456 Date: _____

Date: _____

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459 Approved as to form:

CITY OF MAPLE VALLEY

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461 By: _____

By: _____

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463 Title: _____

Title: _____

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465 Date: _____

Date: _____

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CITY OF MEDINA
 By: _____
 Title: _____
 Date: _____

475 Approved as to form:
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 479 Title: _____
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 481 Date: _____
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CITY OF MERCER ISLAND
 By: _____
 Title: _____
 Date: _____

484 Approved as to form:
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 488 Title: _____
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 490 Date: _____
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CITY OF MILL CREEK
 By: _____
 Title: _____
 Date: _____

493 Approved as to form:
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 497 Title: _____
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 499 Date: _____

CITY OF MOUNTLAKE TERRACE
 By: _____
 Title: _____
 Date: _____

500 Approved as to form:

CITY OF MUKILTEO

501

502 By: _____

By: _____

503

504 Title: _____

Title: _____

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506 Date: _____

Date: _____

507

508

509 Approved as to form:

CITY OF NEWCASTLE

510

511 By: _____

By: _____

512

513 Title: _____

Title: _____

514

515 Date: _____

Date: _____

516

517

518 Approved as to form:

CITY OF REDMOND

519

520 By: _____

By: _____

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522 Title: _____

Title: _____

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524 Date: _____

Date: _____

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527 Approved as to form:

CITY OF RENTON

528

529 By: _____

By: _____

530

531 Title: _____

Title: _____

532

533 Date: _____

Date: _____

534 Approved as to form:

CITY OF SAMMAMISH

535

536 By: _____

By: _____

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538 Title: _____

Title: _____

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540 Date: _____

Date: _____

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543 Approved as to form:

CITY OF SEATTLE

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545 By: _____

By: _____

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547 Title: _____

Title: _____

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549 Date: _____

Date: _____

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552 Approved as to form:

CITY OF SHORELINE

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554 By: _____

By: _____

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556 Title: _____

Title: _____

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558 Date: _____

Date: _____

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561 Approved as to form:

SNOHOMISH COUNTY

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563 By: _____

By: _____

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565 Title: _____

Title: _____

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567 Date: _____

Date: _____

568 Approved as to form:
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 570 By: _____
 571
 572 Title: _____
 573
 574 Date: _____

CITY OF WOODINVILLE
 By: _____
 Title: _____
 Date: _____

576 Approved as to form:
 577
 578
 579 By: _____
 580
 581 Title: _____
 582
 583 Date: _____

TOWN OF YARROW POINT
 By: _____
 Title: _____
 Date: _____

Exhibit A - Updated 6-15-06 FINAL
Regional Watershed Funding

WRIA Based Cost-share: WRIA 8 Only

WRIA 08	Population (Pop)	Assessed Value (AV)	Area Sq. Mi.	Average of Pop, AV, Area	WRIA 08
Beaux Arts	273	\$92,776,000	0.08	0.0%	Beaux Arts
Bellevue	113521	\$21,614,400,035	31.81	8.6%	Bellevue
Bothell	16,600	\$2,383,086,200	5.63	1.2%	Bothell
Clyde Hill	2624	\$1,163,326,000	1.06	0.3%	Clyde Hill
Hunts Point	551	\$631,691,500	0.28	0.1%	Hunts Point
Issaquah	17441	\$3,930,341,856	11.36	2.5%	Issaquah
Kenmore	19811	\$2,327,085,450	6.11	1.3%	Kenmore
Kent	206	\$30,127,800	0.49	0.1%	Kent
King County (Uninc.)	170156	\$25,657,259,834	174.29	21.0%	King County (Uninc.)
Kirkland	42573	\$7,415,403,959	10.51	2.3%	Kirkland
Lake Forest Park	13254	\$1,752,445,211	3.51	0.8%	Lake Forest Park
Maple Valley	2702	\$474,585,300	1.3	0.3%	Maple Valley
Medina	2800	\$2,419,412,700	1.41	0.3%	Medina
Mercer Island	21055	\$6,689,373,386	6.21	1.3%	Mercer Island
Newcastle	10965	\$1,444,911,024	4.47	1.0%	Newcastle
Redmond	48331	\$9,096,572,542	16.25	3.5%	Redmond
Renton	42579	\$5,014,423,494	11.28	2.4%	Renton
Sammamish	32481	\$6,148,330,366	17.11	3.7%	Sammamish
Seattle	422248	\$75,516,155,694	54.6	11.8%	Seattle
Shoreline	53017	\$6,738,318,837	11.61	2.5%	Shoreline
Woodinville	10965	\$1,996,556,907	5.66	1.2%	Woodinville
Yarrow Point	972	\$589,088,300	0.36	0.1%	Yarrow Point
Bothell	15090	\$2,259,238,300	6.39	1.4%	Bothell
Edmonds	39070	\$5,934,090,139	8.94	1.9%	Edmonds
Mill Creek	16817	\$2,274,491,533	4.56	1.0%	Mill Creek
Mountlake Terrace	20087	\$1,903,327,160	4.17	0.9%	Mountlake Terrace
Mukilteo	17626	\$2,880,303,500	5.93	1.3%	Mukilteo
Sno. Co. (Uninc.)	135154	\$15,419,132,162	55.59	9.9%	Snoh. Co. (Uninc.)
Totals	1288969	\$213,796,255,189	460.97	100.0%	Totals
					\$501,063

NOTE: King County land area excludes the Upper Cedar basin

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