

RESOLUTION R- 4612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT WITH PARTICIPATING LOCAL GOVERNMENTS WITHIN WATER RESOURCE INVENTORY AREA 8 (WRIA 8) FOR SALMON RECOVERY PLANNING AND IMPLEMENTATION.

WHEREAS, Puget Sound wild chinook salmon has been listed as a "threatened" species under the Endangered Species Act, and the National Marine Fisheries Service and the Washington State legislature have indicated that salmon recovery should be undertaken at the watershed level; and

WHEREAS, Kirkland is located within the watershed designated as WRIA 8 by the State, and participation in the WRIA 8 salmon recovery process is within the best interests of the City and its residents and is consistent with the City's Comprehensive Plan; and

WHEREAS, Kirkland City Council on June 21, 2005 adopted the *Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Chinook Salmon Conservation Plan*, which has the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon, and recognizes that implementation of this plan is an integral part of the WRIA 8 salmon recovery process; and

WHEREAS, the City of Kirkland is authorized by RCW Chapter 39.34 to enter into interlocal agreements with other governmental entities;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized to execute an Interlocal Agreement with King County and the other municipalities on behalf of the City in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

Passed by majority vote of the Kirkland City Council in open meeting this 8th day of November, 2006.

Signed in authentication thereof this 8th day of
November, 2006.



MAYOR

Attest:


City Clerk

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,

and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.

1.4 **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein consists of five (5) elected officials or their designees which elected officials are chosen by the party members of the **WRIA 8 Salmon Recovery Council**, according to the voting procedures in Section 5, and charged with staff oversight and administrative duties on the **WRIA 8 Salmon Recovery Council's** behalf.

1.5 **SERVICE PROVIDER(S):** *Service Provider(s)*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the **WRIA 8 Salmon Recovery Council**, in exchange for payment. The **Service Provider(s)** may be a party to this Agreement.

1.6 **FISCAL AGENT:** The **Fiscal Agent** refers to that agency or government who performs all accounting services for the **WRIA 8 Salmon Recovery Council**, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.7 **STAKEHOLDERS:** Stakeholders refers to those public and private entities within the WRIA who reflect the diverse interests integral for planning, implementation, and adaptive management for the recovery of the listed species under the Endangered Species Act, which may include but are not limited to environmental and business interests.

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

2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the implementation of the **WRIA 8 Plan** and to share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.

2.2 To provide a mechanism for securing technical assistance and any available funding from state agencies or other sources.

2.3 To provide a mechanism for the implementation of other habitat, water quality and flood projects with regional, state, federal and non-profit funds as may be contributed to the **WRIA 8 Salmon Recovery Council**.

2.4 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation and management of the implementation of the **WRIA 8 Plan** or to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may

require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

2.5 To develop and articulate WRIA-based positions on salmon habitat, conservation and funding to state and federal legislators.

2.6 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 ESA efforts.

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

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

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

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

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

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

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

4.2 The party members of the **WRIA 8 Salmon Recovery Council** shall have the authority 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

representatives and other persons who are appropriate for the implementation and adaptive management of the **WRIA 8 Plan**.

5.2.1 Nomination of such non-party members may be made by any member of the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of such non-party members requires either consensus or dual majority of party members as provided in Section 5.1.

5.2.2 The party members on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow non-party members to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The party members may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Sections 5.1, except in the case where legislation requires non-party member votes.

5.2.3 Decisions of the entire **WRIA 8 Salmon Recovery Council**, both party and non-party members, shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Sections 5.1 and a majority of the non-party members.

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

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

6.1 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) days of receipt of the plan amendments, according to the voting procedures described in Section 5.

6.2 In the event that any amendments are not so approved, they shall be returned to the committees of the **WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.

6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the parties to this Agreement for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the **updated WRIA 8 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

otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to Section 8. The parties and the county or city seeking to become a party shall jointly determine the terms and conditions under which the county or city may become a party. These terms and conditions shall include payment by such county or city to the parties of the amount determined jointly by the parties 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 **WRIA 8 Salmon Recovery Council** and the parties on its behalf as of the date the county or city becomes a party. Any county or city that becomes a party pursuant to this section shall thereby assume the general rights and responsibilities of all other parties to this Agreement.

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

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state law, and for the limited purposes set forth in this agreement, each party shall protect, defend, hold harmless and indemnify the other parties, their officers, elected officials, agents and employees, 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 party's own negligent acts or omissions related to such party's participation and obligations under this agreement. Each party 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 party, by mutual negotiation, hereby waives, with respect to the other parties 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 parties exercising the right of termination pursuant to Section 9.

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

354
 355
 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

393

394 By: _____

By: _____

395

396 Title: _____

Title: _____

397

398 Date: _____

Date: _____

399 Approved as to form:

TOWN OF HUNTS POINT

400

401 By: _____

By: _____

402

403 Title: _____

Title: _____

404

405 Date: _____

Date: _____

406

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: _____

423

424

425 Approved as to form:

CITY OF KENT

426

427 By: _____

By: _____

428

429 Title: _____

Title: _____

430

431 Date: _____

Date: _____

432 Approved as to form:

KING COUNTY

433

434 By: _____

By: _____

435

436 Title: _____

Title: _____

437

438 Date: _____

Date: _____

439

440

441 Approved as to form:

CITY OF KIRKLAND

442

443 By: _____

By: _____

444

445 Title: _____

Title: _____

446

447 Date: _____

Date: _____

448

449

450 Approved as to form:

CITY OF LAKE FOREST PARK

451

452 By: _____

By: _____

453

454 Title: _____

Title: _____

455

456 Date: _____

Date: _____

457

458

459 Approved as to form:

CITY OF MAPLE VALLEY

460

461 By: _____

By: _____

462

463 Title: _____

Title: _____

464

465 Date: _____

Date: _____

466 Approved as to form:

CITY OF MEDINA

467

468 By: _____

By: _____

469

470 Title: _____

Title: _____

471

472 Date: _____

Date: _____

473

474

475 Approved as to form:

CITY OF MERCER ISLAND

476

477 By: _____

By: _____

478

479 Title: _____

Title: _____

480

481 Date: _____

Date: _____

482

483

484 Approved as to form:

CITY OF MILL CREEK

485

486 By: _____

By: _____

487

488 Title: _____

Title: _____

489

490 Date: _____

Date: _____

491

492

493 Approved as to form:

CITY OF MOUNTLAKE TERRACE

494

495 By: _____

By: _____

496

497 Title: _____

Title: _____

498

499 Date: _____

Date: _____

500 Approved as to form:

CITY OF MUKILTEO

501

502 By: _____

By: _____

503

504 Title: _____

Title: _____

505

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: _____

521

522 Title: _____

Title: _____

523

524 Date: _____

Date: _____

525

526

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: _____

537

538 Title: _____

Title: _____

539

540 Date: _____

Date: _____

541

542

543 Approved as to form:

CITY OF SEATTLE

544

545 By: _____

By: _____

546

547 Title: _____

Title: _____

548

549 Date: _____

Date: _____

550

551

552 Approved as to form:

CITY OF SHORELINE

553

554 By: _____

By: _____

555

556 Title: _____

Title: _____

557

558 Date: _____

Date: _____

559

560

561 Approved as to form:

SNOHOMISH COUNTY

562

563 By: _____

By: _____

564

565 Title: _____

Title: _____

566

567 Date: _____

Date: _____

568 Approved as to form:

CITY OF WOODINVILLE

569

570 By: _____

By: _____

571

572 Title: _____

Title: _____

573

574 Date: _____

Date: _____

575

576 Approved as to form:

TOWN OF YARROW POINT

577

578

579 By: _____

By: _____

580

581 Title: _____

Title: _____

582

583 Date: _____

Date: _____