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
WRJA 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:
4.2.1 By September 1 of each year, establish and approve an annual budget, establishing the level of funding and total resource obligations of the parties which are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each party to the Agreement, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the WRIA 8 Salmon Recovery Council, as more current data become available, and in accordance with Section 2.1.

4.2.2 Review and evaluate annually the duties to be assigned to the Management Committee hereunder and the performance of the Fiscal Agent and Service Provider(s) to this Agreement, and provide for whatever actions it deems appropriate to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. In evaluating the performance of any Service Provider(s), at least every three (3) years, the WRIA 8 Salmon Recovery Council shall retain an outside consultant to perform a professional assessment of the work and services so provided. Evaluations of the Service Provider(s) shall occur in years 3, 6, and 9 of the Agreement, which correspond to years 4, 7, and 10 of the WRIA 8 Plan Start-List timeline.

4.2.3 Oversee and administer the expenditure of budgeted funds and allocate the utilization of resources contributed by each party or obtained from other sources in accordance with an annual prioritized list of implementation and adaptive management activities within the WRIA during each year of this Agreement.

4.3 The WRIA 8 Salmon Recovery Council through the primary Service Provider may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary Service Provider. The parties may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes.

4.4 The party members of the WRIA 8 Salmon Recovery Council shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **VOTING.** The party members on the WRIA 8 Salmon Recovery Council shall make decisions, approve scope of work, budget, priorities and 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 WRIA 8 Salmon Recovery Council without the presence of a quorum of active party members. A quorum exists if a majority of the party members are present at the WRIA 8 Salmon Recovery Council meeting, provided that positions left vacant on the WRIA 8 Salmon Recovery Council by parties to this agreement shall not be included in calculating the quorum. In addition, positions will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum until that time in which the party member is present. The voting procedures provided for in 5.1.1 through 5.1.2 are conditioned upon there being a quorum of the active party members present for any action or decision to be effective and binding.

5.1.1 Decisions shall be made using a consensus model as much as possible. Each party agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the party members at the meeting, or by a majority recommendation agreed upon by the active party members, with a minority report. Any party who does not accept a majority decision may request weighted voting as set forth below.

5.1.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the WRIA 8 Salmon Recovery Council, the WRIA 8 Salmon Recovery Council shall take action on a dual-majority basis, as follows:

5.1.2.1 Each party, through its appointed representative, may cast its weighted vote in connection with a proposed WRIA 8 Salmon Recovery Council action.

5.1.2.2 The weighted vote of each party in relation to the weighted votes of each of the other parties shall be determined by the percentage of the annual contribution by each party set in accordance with Subsection 4.2.1 in the year in which the vote is taken.

5.1.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active party members to this Agreement and by a majority of the weighted votes of the active party members to this Agreement. No action shall be valid and binding on the parties to this Agreement until it shall receive majority of votes of both the total number of active party members to the Agreement and of the active members representing a majority of the annual budget contribution for the year in which the vote is taken. A vote of abstention shall be recorded as a "no" vote.

5.2 The party members on the WRIA 8 Salmon Recovery Council may deem it appropriate 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.
6.4 In the event that any state or federal agency to which the WRIA 8 Plan or amendments thereto are submitted shall remand the WRIA 8 Plan or amendments thereto for further consideration, the WRIA 8 Salmon Recovery Council shall conduct such further consideration and may refer the plan or amendments to the committees of the WRIA 8 Salmon Recovery Council for recommendation on amendments thereto.

6.5 The parties agree that any amendments to the WRIA 8 Plan shall not be forwarded separately by any of them to any state or federal agency unless it has been approved and ratified as provided herein.

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

7.1 Each party shall be responsible for meeting its financial obligations hereunder as described in Section 2.1 and established in the annual budget adopted by the WRIA 8 Salmon Recovery Council under this Agreement and described in Section 4.2.1. The maximum funding responsibilities imposed upon the parties during the first year of this Agreement shall not exceed the amounts set forth in Exhibit A, which shall be updated every third year as described in Section 4.2.1.

7.2 No later than September 1 of each year of this Agreement, the WRIA 8 Salmon Recovery Council shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g. staffing) responsibilities of the individual parties for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized implementation and adaptive management activities within the WRIA. The parties shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget, and shall have done so no later than December 1st of each such year.

7.3 Funds collected from the parties or other sources on behalf of the WRIA 8 Salmon Recovery Council shall be maintained in a special fund by King County as Fiscal Agent and as ex officio treasurer on behalf of the WRIA 8 Salmon Recovery Council pursuant to rules and procedures established and agreed to by the WRIA 8 Salmon Recovery Council. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation. Any party to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. LATECOMERS. A county or city government in King or Snohomish County lying wholly or partially within the management area of WRIA 8 and the Lake Washington-Cedar and Sammamish watershed basins and adjacent Puget Sound drainages which has not become a party to this Agreement within twelve (12) months of the effective date of this Agreement may 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.
12. **VOLUNTARY AGREEMENT.** This is a voluntary agreement and it is acknowledged and agreed that, in entering into this Agreement, no party is committing to adopt or implement any actions or recommendations that may be contained in the *WRIA 8 Plan* pursuant to this Agreement.

13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the parties to this Agreement 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 party to this Agreement which 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 the non-party members, 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 *WRIA 8 Salmon Recovery Council* or any of the parties, 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 parties to this Agreement, represented by affirmative action by their legislative bodies.

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

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

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

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

Approved as to form:  
TOWN OF BEAUX ARTS VILLAGE

By:_________________________  
By:_________________________

Title:_________________________  
Title:_________________________

Date:_________________________  
Date:_________________________
Approved as to form:

**KING COUNTY**

By: 

Title: 

Date: 

Approved as to form:

**CITY OF KIRKLAND**

By: 

Title: 

Date: 

Approved as to form:

**CITY OF LAKE FOREST PARK**

By: 

Title: 

Date: 

Approved as to form:

**CITY OF MAPLE VALLEY**

By: 

Title: 

Date: 

13 Final WRIA 8 ILA August 1, 2006
CITY OF MEDINA

By: __________________________

Title: __________________________

Date: _________________________

CITY OF MERCER ISLAND

By: __________________________

Title: __________________________

Date: _________________________

CITY OF MILL CREEK

By: __________________________

Title: __________________________

Date: _________________________

CITY OF MOUNTLAKE TERRACE

By: __________________________

Title: __________________________

Date: _________________________
EXTENSION TO THE INTERLOCAL AGREEMENT
For the Watershed Basins within Water Resources Inventory Area 8

This Extension to Interlocal Agreement for the Watershed Basins within Water Resource Inventory Area (WRIA) 8 ("Agreement"), entered into by the Counties of King and Snohomish, the Cities of Bellevue, Bothell, Edmonds, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Mill Creek, Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Woodinville, and the Towns of Beaux Arts, Hunts Point and Yarrow Point, ("Original Parties") extends the original term of the Agreement through December 31, 2006, ("Extension") to allow all or some portion of the Original Parties additional time to pursue initiation of activities related to implementation of the Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Plan ("Plan").

Through the Agreement, the Original Parties completed the drafting of the Plan in 2005 and are engaged in the process of Plan approval and ratification through their individual legislative bodies. The parties to this Extension ("Parties") wish to extend the Agreement through December 31, 2006, in order to obtain such approval and ratification and to pursue initiation of activities related to implementation of the Plan. Section 5 of the Agreement allows the term of the Agreement to be extended through written agreement of the Parties.

This Extension is effective upon execution by a sufficient number of the Original Parties meeting the condition for effectiveness for the original Agreement, i.e., pursuant to Section 3 of the Agreement, execution by at least nine (9) of the eligible jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the affected population. Only the Original Parties signing this Extension shall be bound by the terms of the Agreement as extended by this Extension.

The Agreement term is hereby extended through December 31, 2006, except that billing for services provided by the Service Provider and payment for such services by the Parties executing this Extension may extend beyond December 31, 2006, until all such billings have been paid.

This Extension may be executed in counterparts.

All other terms of the Agreement shall remain unaffected by this Extension and shall remain in full force and effect.

IN WITNESS WHEREOF, this Extension is executed by the entities so signing on the dates indicated below:

Approved as to form:

By: [Signature]
Title: City Attorney
Date: 8-26-05

CITY OF MERCER ISLAND

By: [Signature]
Title: City Manager
Date: 8-26-05
**WRIA 8**  
Allocations per Jurisdiction  
Approved by WRIA 8 Forum

Allocations for 2006 are expected to the same as 2005.

<table>
<thead>
<tr>
<th>City</th>
<th>Cost Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beaux Arts</td>
<td>$137</td>
</tr>
<tr>
<td>Bellevue</td>
<td>$44,443</td>
</tr>
<tr>
<td>Bothell</td>
<td>$11,868</td>
</tr>
<tr>
<td>Clyde Hill</td>
<td>$1,568</td>
</tr>
<tr>
<td>Edmonds</td>
<td>$11,571</td>
</tr>
<tr>
<td>Hunts Point</td>
<td>$634</td>
</tr>
<tr>
<td>Issaquah</td>
<td>$6,764</td>
</tr>
<tr>
<td>Kenmore</td>
<td>$6,438</td>
</tr>
<tr>
<td>Kent</td>
<td>$365</td>
</tr>
<tr>
<td>King County</td>
<td>$117,019</td>
</tr>
<tr>
<td>Kirkland</td>
<td>$14,626</td>
</tr>
<tr>
<td>Lake Forest Park</td>
<td>$4,436</td>
</tr>
<tr>
<td>Maple Valley</td>
<td>$1,178</td>
</tr>
<tr>
<td>Medina</td>
<td>$2,472</td>
</tr>
<tr>
<td>Mercer Island</td>
<td>$10,497</td>
</tr>
<tr>
<td>Mill Creek</td>
<td>$3,374</td>
</tr>
<tr>
<td>Mountlake Terrace</td>
<td>$5,265</td>
</tr>
<tr>
<td>Mukilteo</td>
<td>$5,331</td>
</tr>
<tr>
<td>Newcastle</td>
<td>$3,513</td>
</tr>
<tr>
<td>Redmond</td>
<td>$19,318</td>
</tr>
<tr>
<td>Renton</td>
<td>$11,303</td>
</tr>
<tr>
<td>Sammamish</td>
<td>$15,400</td>
</tr>
<tr>
<td>Seattle</td>
<td>$135,972</td>
</tr>
<tr>
<td>Shoreline</td>
<td>$15,800</td>
</tr>
<tr>
<td>SnoCo</td>
<td>$46,335</td>
</tr>
<tr>
<td>Woodinville</td>
<td>$4,743</td>
</tr>
<tr>
<td>Yarrow Point</td>
<td>$693</td>
</tr>
</tbody>
</table>

**Totals** $501,063