

March 25, 1991  
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Introduced by: Bruce Laing

Proposed No.: 91 - 29

MOTION NO. 8239

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A MOTION authorizing an interlocal agreement between King County, Bellevue, Redmond, Issaquah, and METRO to cooperatively implement the recommendations for limiting phosphorus input into Lake Sammamish as set forth in the Lake Sammamish Water Quality Management Project Report.

WHEREAS, Lake Sammamish is a regionally significant body of water, and

WHEREAS, King County and the Cities of Bellevue, Redmond, and Issaquah each have land use jurisdiction over portions of the watersheds draining into Lake Sammamish, and

WHEREAS, the mission of Municipality of Metropolitan Seattle (METRO) includes maintaining and enhancing water quality throughout the region, and

WHEREAS, the area surrounding Lake Sammamish is experiencing accelerated development which, without protections, may result in an estimated fifty percent increase in phosphorus input into the Lake, and

WHEREAS, added phosphorus would result in excess algae growth, clouding the lake's waters, producing surface scum, depleting oxygen levels, and producing unpleasant odors, and

WHEREAS, King County, Bellevue, Issaquah, Redmond, and METRO have participated in the Lake Sammamish Water Quality Management Project designed to assess problems contributing to decreased water quality of the lake and to design solutions to minimize increased phosphorus loading of the lake, and

WHEREAS, the Lake Sammamish Water Quality Management Report, produced at the end of the project's second phase, recommends structural and nonstructural controls to minimize phosphorus loading to Lake Sammamish in the future, and

WHEREAS, the parties have agreed to implement the report recommendations as set forth in the accompanying interlocal agreement, and

1       WHEREAS, the parties have agreed to a management structure  
2 to oversee the implementation of the project's recommendations,  
3 have established a schedule and mechanism for funding  
4 demonstration projects to evaluate the usefulness of project  
5 recommendations in the Lake Sammamish watersheds, and have  
6 agreed to establish minimum design and construction standards  
7 to be used by all jurisdictions in the area, and

8       WHEREAS, by joining together, the parties will be eligible  
9 for funding which the Washington State Department of Ecology  
10 has set aside to address the need for preventive actions to  
11 minimize future phosphorus loading to the lake, and

12       WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation  
13 Act, the parties are each authorized to enter into an agreement  
14 for cooperative action;

15       NOW, THEREFORE BE IT MOVED by the Council of King County:

16       The county executive is authorized to enter into an  
17 interlocal agreement that is in substantially the same form as  
18 the attached with METRO and the Cities of Bellevue, Redmond,  
19 and Issaquah, for the purpose of establishing and implementing  
20 both structural and nonstructural solutions to limit the  
21 phosphorus loading of Lake Sammamish; provided that the  
22 agreement designates King County as the administrative lead  
23 agency for the project.

24       The county executive is further authorized to negotiate  
25 with the participating jurisdictions addenda to the interlocal  
26 agreement providing for the following:

27       1) Pending legal review, authorization to use demonstration  
28 project results in the SEPA process for applicable projects;

29       2) Presentation of previous studies of relevance to the  
30 Lake Sammamish Watershed to the technical committee for review  
31 and, where deemed appropriate by the committee, transmittal to  
32 participating jurisdictions for implementation;

33       3) Inclusion of citizen participation in the implementation  
34 of the Lake Sammamish Water Quality Management Project  
35 recommendations by the Project Management Committee; and

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4) Development and inclusion, as a high priority, of enforcement provisions in any grant proposals developed by the Project Management Committee.

PASSED this 25<sup>th</sup> day of March, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

AN INTERLOCAL AGREEMENT  
BETWEEN KING COUNTY, ISSAQUAH, BELLEVUE, REDMOND, AND  
THE MUNICIPALITY OF METROPOLITAN SEATTLE  
TO IMPLEMENT THE LAKE SAMMAMISH WATER QUALITY MANAGEMENT PROJECT

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2 THIS AGREEMENT is entered into by and between the City of Bellevue,  
3 hereinafter referred to as "Bellevue", the City of Redmond, hereinafter  
4 referred to as "Redmond", the City of Issaquah, hereinafter referred to as  
5 "Issaquah", the County of King, hereinafter referred to as "King County" and  
6 the Municipality of Metropolitan Seattle, hereinafter referred to as "Metro",  
7 for the purpose of acting cooperatively to implement the recommendations set  
8 forth in the Lake Sammamish Water Quality Management Report, in order to  
9 preserve the water quality of Lake Sammamish.

10 WHEREAS, Lake Sammamish is a regionally significant body of water, and  
11 WHEREAS, King County, Bellevue, Redmond and Issaquah each have land use  
12 jurisdiction over portions of the watersheds draining into Lake Sammamish, and

13 WHEREAS, the mission of Metro includes maintaining and enhancing water  
14 quality throughout the region, and

15 WHEREAS, all of the parties hereto have participated in the study of the  
16 possible causes of future degradation of the water quality of Lake Sammamish  
17 which study resulted in a report on strategies to reduce or minimize the  
18 degradation of the Lake, and

19 WHEREAS, the parties have reviewed the report and participated in an  
20 environmental impact study, including public testimony on the proposed  
21 strategies to minimize degradation from development, and

22 WHEREAS, having reviewed and considered the alternative strategies, the  
23 parties support the implementation of certain controls to preserve or enhance  
24 future water quality, and

25 WHEREAS, the Washington State Department of Ecology has funded,  
26 seventy-five percent of the cost of Phase 1 of the Lake Sammamish Water  
27 Quality Management Project, and

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1           WHEREAS, the Washington State Department of Ecology has committed  
2 \$500,000 in Referendum 39 Funds for the second, or implementation, phase of  
3 the Lake Sammamish Water Quality Management Project, provided that the parties  
4 have entered into an Interlocal Agreement to implement the provisions of Phase  
5 1 of the Project, and

6           WHEREAS, the parties to this agreement recognize the importance of  
7 preserving and enhancing the water quality of Lake Sammamish, and

8           WHEREAS, Bellevue, Redmond, Issaquah and King County all have surface  
9 water management programs whose goals include maintaining water quality, and

10           WHEREAS, pursuant to RCW 35.58, Metro is authorized to prepare water  
11 pollution abatement plans including provisions for water quality improvement,  
12 storm water drainage, and waterborne pollutant removal, and

13           WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the  
14 parties are each authorized to enter into an agreement for cooperative action  
15 to implement the provisions of the Lake Sammamish Water Quality Management  
16 Project,

17 NOW THEREFORE, the parties hereto agree as follows:

18       I. PURPOSE AND INTENT:

19           The purpose of this agreement is to establish mechanisms for limiting  
20 increases in phosphorus loading in Lake Sammamish through the establishment of  
21 controls which can be implemented by the jurisdictions sharing governmental  
22 responsibility for the Lake Sammamish watersheds. The controls discussed in  
23 this agreement are recommended in the Lake Sammamish Water Quality Management  
24 Project Report produced by the cooperative efforts of the parties to this  
25 agreement.

26           The parties to this agreement are supportive of maximum feasible  
27 phosphorus control in the watersheds surrounding Lake Sammamish as a means of  
28 preserving and protecting the Lake. Generally, every party to this agreement  
29 now requires some runoff controls which provide some removal of phosphorus.  
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1 The intent of this agreement is to develop and implement additional phosphorus  
2 control measures and establish a monitoring and evaluation program which can  
3 be implemented by the jurisdictions as outlined below.

4 By and through this agreement the parties will:

- 5 ° identify and agree to implement specific controls as needed and  
6 where technically feasible to meet the goal of minimizing  
7 phosphorus input into Lake Sammamish; and
- 8 ° identify, support further testing of, and establish implementation  
9 strategies for, certain controls which appear to have potential for  
10 phosphorus removal in the Lake Sammamish basin; and,
- 11 ° establish a means for evaluating the effectiveness of both the  
12 overall program and of specific controls recommended in the project  
13 report.

#### 14 II. FINDINGS:

15 This agreement results from a two level project designed to investigate  
16 strategies for maintaining good water quality in Lake Sammamish while areas  
17 surrounding the Lake are being developed. In level one of the first phase of  
18 the project, it was determined that current drainage controls will not  
19 maintain the Lake's good water quality in the face of projected suburban  
20 growth. Level two of the first phase of the project produced the Lake  
21 Sammamish Water Quality Management Report providing information on control  
22 methods to limit increases in phosphorus.

23 The first phase of the project was managed by a Project Management Team  
24 (PMT) composed of representatives of each of the parties with jurisdiction in  
25 the Lake Sammamish watershed. The PMT representative from Metro has served as  
26 the Project Manager during the course of the study. A consultant prepared the  
27 study under the direction of the PMT.

28 For the purposes of implementing the recommendations in the Report, the  
29 PMT becomes the Project Management Committee (PMC) and is supplemented by the  
30 Lake Sammamish Technical Committee (LSTC) which will serve as staff to the  
31 Project Management Committee as set forth in Section III of this agreement.  
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1 The controls recommended in the Report for adoption by the jurisdictions  
2 are of two types: structural controls and non-structural controls.

3 Structural controls involve detaining or treating water runoff.

4 Non-structural controls are source controls which include education,  
5 regulatory controls, planning and administrative strategies.

6 Some of the proposed controls have not been tested in situations similar  
7 to the Lake Sammamish watershed. Controls which the Project Management  
8 Committee agree need further testing are highlighted for demonstration project  
9 status to test their efficacy in removing phosphorus.

10 A demonstration project can be conducted by any of the jurisdictions.  
11 The demonstration project will be evaluated for effectiveness by the PMC. If  
12 the demonstration project results in interjurisdictional acceptance of the  
13 control for use in the Lake Sammamish watershed, minimum construction,  
14 maintenance, and operational standards will be developed and adopted by the  
15 other jurisdictions.

16 Some of the controls recommended in the report are in place in some of  
17 the jurisdictions. Through this agreement, the parties encourage the  
18 development of consistent minimum standards for the interjurisdictional  
19 application of these controls.

20 Finally, all of the controls are not under the direct control of local  
21 governments; some recommended actions to limit phosphorus loading must be  
22 initiated by other agencies. For example, the Washington State Department of  
23 Natural Resources is in charge of enforcing the water quality regulations in  
24 the Forest Practices Act. Through this agreement, the parties will establish  
25 procedures for requesting other agencies undertake recommended actions.

### 26 III. PROJECT MANAGEMENT:

27 Through this agreement, a two-tier management structure is created to  
28 implement the project report recommendations. The structure consists of two  
29 committees with responsibilities as follows:

#### 30 A. The Project Management Committee (PMC):

- 31 1. is composed of the Directors of the Departments in each  
32 jurisdiction having responsibility for the management of  
surface and storm water runoff and/or preservation of natural

1 resources such as streams, wetlands, lakes, and the Director of  
2 the Metro Water Pollution Control Department, or their  
3 designees. King County will chair the committee for the first  
4 year.

- 5 2. provides oversight and coordination between jurisdictions of  
6 activities to implement the recommendations by preparing or  
7 causing to be prepared: an annual work program, evaluation  
8 methodologies, grant applications, staff support, and other  
9 activities as needed to implement the project recommendations.
- 10 3. establishes a meeting schedule and operating procedures within  
11 three months of the first meeting after the effective date of  
12 this agreement.
- 13 4. shall each be responsible for keeping public officials in  
14 respective jurisdictions informed, including but not limited  
15 to, annual updates on the progress of implementing  
16 recommendations, notification of project related events,  
17 presentations on the status of lake water quality and other  
18 project related information.
- 19 5. is responsible for appointing staff members to the Lake  
20 Sammamish Technical Committee (LSTC).

21 B. The Lake Sammamish Technical Committee (LSTC):

- 22 1. The Lake Sammamish Technical Committee is composed of staff of  
23 the governmental agencies cooperating in this agreement.  
24 Members are appointed or assigned by the Directors of the  
25 respective Departments.
- 26 2. The LSTC provides staff support to the PMC, including reviewing  
27 technical studies and reports, making recommendations for  
28 consideration by the PMC, and carrying out projects assigned by  
29 the PMC.  
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## 1 IV. IMPLEMENTATION OF STRUCTURAL CONTROLS:

2 The Lake Sammamish Water Quality Management Report recommends several  
3 structural solutions (also known as controls) for the areas surrounding Lake  
4 Sammamish. The purpose of these controls is to diminish the phosphorus  
5 content of surface and storm water entering Lake Sammamish. Report  
6 recommendations are based on information about the available technology; the  
7 specific controls may not have been tested in the Lake Sammamish watershed.

8 Bellevue, Redmond, Issaquah, King County and Metro agree to participate  
9 in the development and evaluation of the recommended Structural Controls as  
10 follows:

## 11 A. Natural Soil Infiltration Basins:

- 12 1. The parties will participate in the evaluation of natural soil  
13 infiltration basins based on information gained from a  
14 demonstration project conducted by one or more of the parties  
15 to this agreement. Information from the demonstration project  
16 and other sources shall be used to determine:
- 17 a. the location, in the basin, of appropriate soils for  
18 placing infiltration basins,
  - 19 b. the development of appropriate design standards for the  
20 Lake Sammamish basin,
  - 21 c. the extent of phosphorus removal possible,
  - 22 d. the extent of pre-treatment needed to protect the quality  
23 of groundwater and maintain proper system operation, and
  - 24 e. the implementation and operating costs, and
  - 25 f. maintenance requirements.
- 26 2. Upon completion of a successful evaluation of demonstration  
27 projects the parties agree to revise their regulations to  
28 implement infiltration requirements in appropriate areas in the  
29 Lake Sammamish which are within each jurisdiction's boundaries.

## 30 B. Soil Infiltration Basins with Underdrains:

- 31 1. The parties will participate in the evaluation of the use of  
32 soil infiltration basins with underdrains based on the  
information from a demonstration project (currently under

1 consideration by Bellevue) to determine the effectiveness of  
2 this control measure when used in the Lake Sammamish watershed.  
3 The following information will be provided as part of the  
4 evaluation:

- 5 a. the development of appropriate design standards,  
6 b. the extent of phosphorus removal possible,  
7 c. the implementation and operating costs, and  
8 d. maintenance requirements.

- 9 2. Upon completion of a successful evaluation, the parties agree  
10 to revise their regulations to implement infiltration with  
11 underdrains requirements in appropriate areas within their  
12 jurisdiction which drain to Lake Sammamish.

13 C. Wet Retention/Detention Ponds:

- 14 1. Wet ponds are currently in use in some of the jurisdictions  
15 party to this agreement and are not used in others. The  
16 parties agree to seek further research on the impacts of wet  
17 ponds and will request the Wetlands Research Project consider  
18 wet ponds as part of ongoing research and investigation.

19 D. Treatment by Constructed Wetlands:

- 20 1. The efficacy of wetland treatment technology as a means of  
21 water quality treatment is under study by the Puget Sound  
22 Wetlands Research Project. The parties agree to evaluate the  
23 outcome of this research project to determine the value of  
24 constructing wetland treatment facilities in the Lake Sammamish  
25 watershed.

26 E. Biofiltration Swales:

- 27 1. The parties agree to evaluate the utility of vegetation lined  
28 swales for effectiveness in the infiltration and sedimentation  
29 of storm and surface water. The Stormwater Biofiltration  
30 Project, Phase II, will help determine appropriate design  
31 criteria and the extent of phosphorus removal possible.  
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1           2. Upon completion of a positive evaluation, the parties agree to  
2           require the use of biofiltration swales in appropriate areas  
3           in the Lake Sammamish basin.

4           3. Until completion of the project and evaluation of results, the  
5           parties agree to maximize the use of swales using existing  
6           design standards.

7           F. Alum Treatment:

8           1. The parties agree that the possibility of treating large  
9           regional detention ponds with alum to bind and isolate  
10           phosphorus requires further testing. The parties will  
11           investigate an appropriate demonstration project within the  
12           Lake Sammamish watershed and establish criteria for the  
13           evaluation of a demonstration project.

14           2. If further research, testing and evaluation warrant, the  
15           parties agree to use alum treatment where appropriate in the  
16           Lake Sammamish watershed.

17           V. IMPLEMENTATION OF NON-STRUCTURAL CONTROLS:

18           The Lake Sammamish Water Quality Management Report recommends several  
19           methods of reducing phosphorus loading of surface and storm water runoff  
20           through changes or additions to regulatory, administrative, educational, or  
21           planning based actions. The parties support consistent non-structural  
22           controls throughout the Lake Sammamish watershed. Bellevue, Issaquah,  
23           Redmond, King County, and Metro agree to develop and consider consistent non-  
24           structural controls as follows:

25           A. Basin Planning:

26           1. Basin plans are comprehensive hydrologic, geologic and  
27           demographic studies of stream basins designed to evaluate and  
28           propose mitigation for the impact of development, to solve  
29           current and avoid future drainage related problems, and to  
30           minimize degradation of the natural environment.  
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- 1           2. All jurisdictions are committed to the goals of basin planing  
2           as a means of determining and mitigating the adverse impacts of  
3           development on the water quality and the environment of Lake  
4           Sammamish.
- 5           3. The parties agree that the Lake Sammamish Management Plan  
6           recommendations should be used and integrated into any basin  
7           plans or comprehensive drainage plans conducted in the Lake  
8           Sammamish watershed by the parties to this agreement.
- 9           4. King County and Issaquah are in the process of developing  
10          comprehensive basin plans for the Issaquah Creek basins  
11          (Tibbetts, Issaquah Creek, the North Fork of Issaquah Creek and  
12          the East Fork of Issaquah Creek) and the East Lake Sammamish  
13          basin. Redmond is undertaking basin plans within Redmond city  
14          limits.
- 15          5. The West Lake Sammamish basin is not currently scheduled for  
16          development of a plan. A large portion of this basin is in the  
17          city limits of Bellevue and remaining areas of the basin may be  
18          annexed by Bellevue. King County, Bellevue, and Redmond agree  
19          that the recommendations of the Lake Sammamish Management Plan  
20          shall be integrated into any basin plan or comprehensive  
21          drainage plan for the area.
- 22          6. The parties further commit to the integration of the Lake  
23          Sammamish Management Plan recommendations into the development  
24          of any plans for sub-basins undertaken by any of the parties to  
25          this agreement.

26        B. Sensitive Areas and Water Corridor Policies:

- 27           1. The parties to this agreement are committed to the protection  
28           of the Lake Sammamish watershed through the adoption of  
29           Sensitive Areas and Water Quality policies in each  
30           jurisdiction.  
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- 1 2. Legislation regulating development practices impacting steep  
2 slopes, wetlands and stream corridors is either in place or  
3 proposed in Bellevue and King County.
- 4 3. Issaquah and Redmond agree to develop and consider sensitive  
5 areas policies within one year of the date of this agreement.

6 C. Education Program:

- 7 1. The parties to this agreement recognize an effective education,  
8 information, and involvement program for the general public,  
9 developers and public agency staff is a key nonstructural  
10 control which, if widely used, can reduce the incidence of  
11 practices and activities contributing to the introduction of  
12 phosphorus into the Lake.
- 13 2. The parties to this agreement will undertake a comprehensive  
14 water quality education and involvement program with the  
15 purpose of minimizing the introduction of phosphorus into  
16 Lake Sammamish.
- 17 3. The PMC will propose a work program and schedule for a  
18 multi-jurisdictional education project emphasizing preventive  
19 methods to reduce the expected increases of phosphorus in Lake  
20 Sammamish. The project will include training programs for  
21 staff, developers and contractors as well as the general  
22 public.

23 D. Regulations to Protect the Watershed:

- 24 1. Lake Sammamish water quality can be protected through the  
25 development of effective regulatory measures in the watershed.
  - 26 2. The PMC will develop a schedule and work program to consider  
27 the development of consistency among the jurisdictions'  
28 existing regulations and the development of additional  
29 regulations where needed for maximum protection of Lake water  
30 quality.
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- 1           3. The work program will focus on developing consistent minimum  
2           controls in the following areas:
- 3           a. site clearing;
- 4           b. grading;
- 5           c. erosion and sedimentation control plans for new  
6           development;
- 7           d. permit requirements to support mitigation measures required  
8           in SEPA review;
- 9           e. design standards for drainage facilities and roads; and  
10          f. downstream hydraulic analysis.
- 11          4. The PMC will complete an analysis of jurisdictional consistency  
12          and adequacy of existing regulations within one year of the  
13          effective date of this agreement and shall propose to elected  
14          public officials, strategies for adopting, adding to, or  
15          otherwise changing, the regulations as necessary.

16          E. Administrative Controls:

- 17          1. Changes in administrative practices can provide further  
18          protection to the Lake Sammamish watershed. The PMC will  
19          develop a work program and schedule for developing consistent  
20          and adequate administrative practices throughout all  
21          jurisdictions in the following areas:
- 22          a. Inspection of development activities and enforcement of  
23          prescribed drainage standards within the Lake Sammamish  
24          watersheds.
- 25          b. Increased maintenance of conveyance systems and drainage  
26          facilities to ensure that the facilities function as  
27          designed and constructed.
- 28          2. Following completion of the analysis to develop consistent and  
29          adequate administrative practices, the PMC will develop any  
30          necessary budget and staffing proposals for presentation to  
31          elected officials in the jurisdictions participating in the  
32          project.

1 F. Cooperation with other agencies:

2 1. The parties to this agreement recognize that the activities of  
3 other agencies can help reduce the phosphorus content of water  
4 runoff. The parties will develop mechanisms to support and  
5 encourage activities such as the following:

6 a. on-going efforts by the King County Conservation District  
7 and the King County Office of Cooperative Extension in the  
8 on-going efforts by these agencies to establish and monitor  
9 Best Management Practices for Livestock in the Lake  
10 Sammamish Watershed.

11 b. cooperation between the Washington State Department of  
12 Natural Resources and local governments to increase natural  
13 resource protection associated with conversion of land from  
14 forestry to urban uses. The parties support the  
15 enforcement of Best Management Practices for Forestry in  
16 the watershed area.

17 c. efforts by the Seattle-King County Public Health Department  
18 to survey and correct failing septic systems in the Lake  
19 Sammamish Watershed.

20 VI. EVALUATION OF IMPLEMENTATION STRATEGIES:

21 The parties to this agreement agree to evaluate implementation activities  
22 for effectiveness and efficiency in achieving project recommendations.

23 A. The PMC will establish criteria and a schedule for evaluation which  
24 shall be included in the overall plan for implementation of any control  
25 recommended in the project report.

26 B. Metro will continue to monitor the water quality of Lake Sammamish  
27 to evaluate the effectiveness of the overall project.

28 C. Evaluation reports will be made in writing on a schedule to be  
29 determined by the PMC.  
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## 1 VII. FUNDING OF IMPLEMENTATION STRATEGIES:

2 The parties to this agreement are committed to seeking funds from a  
3 variety of sources to support the testing of proposed structural and non-  
4 structural controls as well as for on-going activities related to minimizing  
5 phosphorus loading in the Lake. Funding efforts will include but are not  
6 limited to the following:

## 7 A. Department of Ecology Referendum 39 Funds:

- 8 1. The parties to this agreement agree to develop a grant  
9 application for funds committed by the Department of Ecology  
10 for Lake Sammamish restoration and water quality preservation.
- 11 2. Funds will be sought for implementation strategies including,  
12 but not limited to, demonstration projects, projects to develop  
13 consistent regulations and education program development.
- 14 3. The PMC shall be responsible for prioritizing implementation  
15 strategies for funding through the Department of Ecology grant  
16 application process.
- 17 4. King County, in cooperation with the PMC, shall take the lead  
18 on writing the grant application(s) for implementation strategy  
19 funding. The schedule for applying for grant funding shall be  
20 established by the PMC within three months of the effective  
21 date of this agreement and grant applications will be made  
22 timely with consideration given to all jurisdiction's budget  
23 processes to allow public officials to consider requirements  
24 for local match to grant funds.

## 25 B. Other Grant Funds:

- 26 1. The parties to this agreement will pursue sources of funding as  
27 individual jurisdictions and, where appropriate and agreed to  
28 by the PMC, collectively for the purpose of supporting the  
29 implementation of project recommendations. Other sources of  
30 funding include, but are not limited to, the Centennial Clean  
31 Water Fund and the Public Works Trust Fund.  
32

1 C. Local Funding and Project Support:

- 2 1. Project support will be sought on a local level through the  
3 budget process of individual jurisdictions participating in  
4 this agreement. Project support includes, but it not limited  
5 to, local matches to grant funds, dedication of staff to  
6 support project or management activities recommended in the  
7 project report, and funding provided for projects undertaken by  
8 an individual jurisdiction which are consistent with the  
9 recommendations of this project.

10 VII. EFFECTIVENESS AND DURATION

11 A. The parties agree that this agreement will become effective upon  
12 passage by the legislative body of each jurisdiction and subsequent signature  
13 of the agreement by the authorized signator.

14 B. This agreement will continue all implementation strategies are  
15 completed or December 31, 2010, whichever comes first.

16 C. This agreement may be amended, altered, clarified or extended only  
17 by written agreement of all parties hereto.

18 D. Participation in this agreement may be terminated by any party for  
19 any reason upon provision of sixty days written notice to the remaining  
20 parties.

21 E. In the event of termination, parties are responsible for costs  
22 incurred up to the effective date of termination.

23 VII. INDEMNIFICATION

24 Each party hereto agrees to indemnify and hold harmless the other  
25 parties, officers, agents and employees for all claims (including demands,  
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1 suits, penalties, losses, damages or costs of any kind whatsoever) to the  
2 extent such a claim arises or is caused by the indemnifying party's own  
3 negligence or that of its officers, agents, or employees in performance of  
4 this agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed this agreement on the  
6 \_\_\_\_\_ day of \_\_\_\_\_, 1990.

7  
8 KING COUNTY

Approved as to Form:

9 BY \_\_\_\_\_  
10 Title

Deputy Prosecuting Attorney  
King County

11  
12 CITY OF BELLEVUE

13  
14 BY \_\_\_\_\_  
15 Title

City Attorney  
City of Bellevue

16  
17 CITY OF REDMOND

18 BY \_\_\_\_\_  
19 Title

City Attorney  
City of Redmond

20  
21 CITY OF ISSAQUAH

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23 BY \_\_\_\_\_  
24 Title

City Attorney  
City of Issaquah

25  
26 MUNICIPALITY OF METROPOLITAN SEATTLE

27 BY \_\_\_\_\_  
28 Title

\_\_\_\_\_ Title

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