

CHEHALIS WATERSHED COOPERATIVE INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and between Grays Harbor County, Thurston County, and the Confederated Tribes of the Chehalis Reservation, a federally recognized Indian Tribe.

RECITALS

WHEREAS, significant flooding of the Chehalis River and its tributaries inflicts catastrophic damages to property and lives while disrupting commerce, transportation, communication and essential services which impair the ability to provide public safety and health services while creating adverse economic impacts; and

WHEREAS, the flooding and closure of Interstate 5 impacts transportation and commerce affecting the State of Washington (termed hereinafter the "State"); and

WHEREAS, an initial entity known as Chehalis River Basin Flood Authority (termed hereinafter the "Authority") was created in 2008 uniting eleven local jurisdictions by interlocal agreement to comprehensively address and reduce flood damage throughout the Chehalis River basin; and

WHEREAS public meetings regarding flooding in the Chehalis River Basin were held in 2009 and 2010; and

WHEREAS the Authority completed the Chehalis River Basin Comprehensive Flood Hazard Management Plan in June 2010 (termed hereinafter the "Flood Hazard Management Plan"), which contains sixteen (16) baseline and five ideal recommendations pertaining to new development regulations in the floodplain area of the basin; and

WHEREAS in the 2009 capital budget the State reappropriated funds to the Authority to develop governance agreements for the purposes of developing, operating, and maintaining flood hazard mitigation measures throughout the basin; and

WHEREAS, Grays Harbor County, Thurston County, and the Confederated Tribes of the Chehalis Reservation (termed hereinafter the "Tribe"), which in totality represent a large portion of the Chehalis River basin, desire to move forward with planning for flood mitigation and ecosystem restoration by July 1, 2011; and

WHEREAS, Grays Harbor County, Thurston County, and the Tribe (termed hereafter the Members) desire to comply with direction contained in the 2009 State capital budget; and

WHEREAS, each of the Members have the authority to engage in flood control management activities; and

WHEREAS, legislative amendments under Chapter 86-15 Revised Code of Washington (termed hereinafter "RCW") that provide for multi-jurisdiction flood control zone districts are

not yet approved by the State Legislature and if enacted may take at least two years to implement; and

WHEREAS, the Members intend to proceed with the public processes necessary to form Flood Control Zone Districts within their jurisdictions, or equivalent, within two years of the enactment of this Agreement for the eventual purpose of forming a multi-jurisdictional flood control district; and

WHEREAS, the Members intend to complete the Flood Storage Facility Fish Analysis, initiate and complete the Lower Chehalis River Basin Hydraulic Model, develop a capital improvement plan for flood mitigation, and support a dual purpose United States Army Corps of Engineers General Investigation Study contingent upon the state being the non-federal sponsor; and

WHEREAS, This Agreement provides for the addition of new members interested in advancing this Agreement's purpose;

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1. Definitions.

(a) "Advisory Committee" means the committee created under Article 9 of this Agreement for the purpose of promoting the participation of counties, cities, towns and other interests (including, but not limited to, agriculture, fisheries and/or forestry interests) within the Watershed Cooperative's boundaries.

(b) "Agreement" means this interlocal agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

(c) "Authority" means the Chehalis River Basin Flood Authority created in 2008 by eleven local jurisdictions by interlocal agreement to comprehensively address flooding issues throughout the Chehalis River Basin and to develop Agreement(s) to undertake obligations and responsibilities for managing flooding within the basin.

(d) "Boundaries" means those areas within the Chehalis River Basin that are within the jurisdictions of the individual Members of the Chehalis Watershed Cooperative.

(e) "Board" means the Board of Directors of the Chehalis Watershed Cooperative.

(f) "Capital Improvement and Program Plan" means the plan described in Article 6.1 of this Agreement relating to a system of flood mitigation measures and ecosystem restoration facilities and programs designed to mitigate flood hazards of the Chehalis River Basin, and the costs and financing thereof.

(g) "Executive Officer" means the chief executive officer for the Chehalis Watershed Cooperative appointed by and serving at the pleasure of the Board.

(h) "Flood Hazard Management Plan" means the Chehalis River Basin Comprehensive Flood Hazard Management Plan adopted in June 2010 by the Authority.

(i) "Majority Vote" means Board approval of a proposal on the basis of a simple majority of all Voting Directors, allowing one full vote per Voting Director. A "simple majority" means a majority of full votes of all Voting Directors, not just the Voting Directors present and voting.

(j) "Members" means Grays Harbor County, Thurston County, and the Tribe. Any other county or flood control zone district within the Chehalis River basin may become a Member subject to Articles 8, and 5.4 of this Agreement.

(k) "Non-Voting Director" means a director of the Board designated as a Non-Voting Director pursuant to Article 5.1.

(l) "State" means the State of Washington.

(m) "Supermajority Vote" means Board approval of an item accomplished by securing affirmative votes of at least two-thirds of all Voting Directors (not just the Voting Directors present and voting), which is at least twice the number of members not in favor.

(n) "Tribe" means the Confederated Tribes of the Chehalis Reservation.

(o) "Voting Director" means a director of the Board designated a Voting Director pursuant to Article 5.1.

(p) "Watershed Cooperative" means the Chehalis Watershed Cooperative as created under this Agreement.

(q) "Watershed Management Plan" means collectively, the Watershed Cooperative Capital Improvement and Program Plan Flood Hazard Management Plan, and any other plan adopted by the Authority for purposes of regional water supply, water transmission, water quality or protection, or any other water-related purpose, including but not limited to the plans identified in Chapter 39-34-190 (3) RCW.

(r) "Watershed Management Partnership" means an interlocal cooperation agreement as formed under the authority of Chapter 90-82-020 RCW.

(s) "WRIA" means the Water Resource Inventory Area as determined by the Washington State Department of Ecology pursuant to Washington Administrative Code 173-500-040 and Chapter 90-54 RCW.

ARTICLE 2. Formation of Chehalis Watershed Cooperative.

2.1 General.

There is hereby created the Watershed Cooperative. The boundaries of the Watershed Cooperative are limited to the boundaries of the individual Members that are within the Chehalis

River Basin. The Watershed Cooperative is a public body and an instrument of the Members, which exercises the activities described herein as authorized by the Interlocal Cooperation Act (Chapter 39-34 RCW). The Watershed Cooperative can be incorporated under Chapter 39-34-030 (3) RCW as a public nonprofit corporation in the manner set forth in Chapter 24-06 RCW, and it may, with Board approval be incorporated or reorganized in any other form permitted by law, including without limitation reorganization as a municipal corporation.

2.2 Watershed Management Partnership.

In addition to its status under any other applicable law, the Watershed Cooperative shall constitute a Watershed Management Partnership as provided in Chapter 39-34 RCW. In connection with 39-34-190 to 220 RCW, the Watershed Cooperative may adopt elements of the Watershed Management Plan, as appropriate, for the watersheds within its service area. In fulfilling its responsibilities for watershed management, the Watershed Cooperative may enter into interlocal agreements with non-Member municipalities to engage in watershed management, including the development of Watershed Management Plan elements and the implementation and financing of such a plan.

ARTICLE 3. Purposes.

The Watershed Cooperative's purpose is to reduce flood damage within the Chehalis River Basin Boundaries. The benefits of the Watershed Cooperative's work include:

(a) coordinated and cooperative efforts in conducting scientific, hydrologic and hydraulic studies to: 1) determine and predict the sources, characteristics, behavior and forces of flood waters in the watershed and, 2) define the relationship between jurisdictional land use practices and flooding;

(b) planning for and updates to the Flood Hazard Management Plan, including the integration of local land use and floodplain plans and recommendations for jurisdictional floodplain management and regulation;

(c) developing a Capital Improvement and Program Plan (which shall be an element of a Watershed Management Plan under Chapter 39-34-190 to 200 RCW) that serves the needs of the Watershed Cooperative which may result in purchasing land, constructing, operating and maintaining flood mitigation measures, and establishing facilities to prevent or minimize flood damage and restore ecosystems;

(d) entering into agreements with Members or other jurisdictions, private agencies, the State, and/or with the United States Army Corps of Engineers to promote efficiency, undertake comprehensive basin-wide approaches to flood management and minimize damages caused by flooding or conditions that could lead to flooding, including providing for a local sponsor for a water resource project or projects within the Boundaries of the Chehalis River Basin [should such project or projects be approved as further provided under Article 6 herein];

(e) exercising all other powers that may be exercised individually by all its Members, including without limitation, powers with respect to watershed planning and management;

(f) coordinating and planning cooperatively with other regional or local water utilities and water resource agencies to integrate flood management with water resource management in the Chehalis River Basin, the State and the larger Northwest region; and

(g) carrying out or advancing other flood management, ecosystem restoration and water resource purposes that the Members determine are consistent with the provisions of this Agreement.

ARTICLE 4. Powers.

To further its purposes, the Watershed Cooperative has the full power and authority to exercise all powers authorized or permitted under Chapter 39.34 RCW and any other laws that are now, or in the future may be, applicable or available to the Watershed Cooperative. The powers of the Watershed Cooperative include but are not limited to the authority to:

(a) establish policies, guidelines, or regulations to carry out its powers and responsibilities;

(b) undertake capital planning for flood mitigation measures and ecosystem restoration for the Chehalis River Basin watershed Boundaries;

(c) cooperate with the non-federal sponsor for United States Army Corps of Engineers projects;

(d) assume the responsibilities of equipping, operating and maintaining an early flood warning system and any other ongoing projects throughout the Chehalis River basin including in jurisdictions that are not signatory with this agreement with their approval;

(e) enter into agreements with other agencies or private individuals in advancement of emergency management and planning under Chapter 38-52 RCW with respect to resources under the control of the Watershed Cooperative;

(f) exercise all other powers within the authority of, and that may be exercised individually by each of the Members with respect to flood or storm water control, flood mitigation, flood prevention, ecosystem restoration, integrated water resources planning, or any other purposes related thereto;

(g) exercise all other powers that the Watershed Cooperative may exercise under the law relating to its formation and that are not inconsistent with this Agreement, Chapter 39-34 RCW or other applicable law;

(h) Notwithstanding anything herein to the contrary, nothing herein shall grant to any Member or future Member any jurisdiction over the Chehalis Reservation and any lands constituting Indian Country subject to the jurisdiction of the Tribe; and

(i) Notwithstanding anything herein to the contrary, except under the limited circumstances set forth in Article 10(b), nothing in this Agreement shall be or be deemed to be a waiver of the sovereign immunity of the Tribe for any purpose.

ARTICLE 5. Organization and Board of Directors.

5.1 Composition, By-laws and Meetings.

The Watershed Cooperative shall be governed by a Board comprised of the following directors:

- (a) one Non-Voting Director appointed *ex officio* by the State; and
- (b) one Voting Director appointed by each Member;

Initially, the Board shall consist of one Non-Voting Director and three Voting Directors, but shall be reduced if Members withdraw or are terminated, or increased if additional Members are admitted, both pursuant to the terms of this Agreement.

The Board shall adopt by-laws consistent with this Agreement that specify, among other matters, the dates, times and location of meetings; the Board powers and duties; the process for selecting officers, including the Executive Officer and a Chair and Vice Chair of the Board; the appointment of committees; the process for adding or removing Members; or other policies or practices that aid the operation of the Board and the participation of the public in its business. The Board shall meet as required by the by-laws. The Board is a public body and all of its meetings must be open and public, and conducted in compliance with the Open Public Meetings Act (Chapter 42-30 RCW).

5.2 Provision for an Elected Board of Directors.

If legislative authority is enacted subsequent to the execution of this Agreement that provides for a public election of the Board for a multi-jurisdiction flood control zone entity, the Board may decide that all or some of the Voted Directors shall be elected, in accordance with applicable law. The State and the Tribe shall continue to each appoint a member.

5.3 Powers of the Board.

The Board has the power to take all actions on the Watershed Cooperative's behalf in accordance with voting provisions set forth in this Agreement. The Board may delegate to specific Watershed Cooperative officers or employees any action that does not require Board approval under this Agreement.

5.4 Board Actions and Voting.

(a) Upon the request of any Director on the Board, Robert's Rules of Order shall govern the Board proceeding. All Directors, except those appointed by the State, shall be Voting Directors and all Board actions, unless otherwise provided in subsection (b) of this Article 5.4, must be approved by a Majority Vote of Voting Directors. If any Member has been declared to be in default of its obligations under this Agreement, the Voting Director representing the Member shall become a Non-Voting Director until the Board has declared the default to be cured.

(2) Adoption or amendment of the by-laws, or amendment of the applicable requirements of Chapter 24-06 RCW;

(3) A transfer of the Watershed Cooperative's assets, liabilities and obligations, if any, to a successor entity under Article 12 herein, including without limitation converting the Watershed Cooperative to a municipal corporation pursuant to any newly enacted legislation;

(4) Addition of a new Member pursuant to Article 8: and

(5) Hiring and firing of the Executive Officer.

5.5 Staff, Consultants and Contractors.

(a) The Watershed Cooperative shall consist of the Executive Officer and such other positions as established by the Board. The Executive Officer shall be appointed by and serve at the pleasure of the Board and administer the Watershed Cooperative in its day-to-day operations consistent with the policies adopted by the Board.

(b) Only the Board shall be authorized to hire or retain legal counsel and independent accountants and auditors.

(c) The Executive Officer shall have general supervision over the administrative affairs of the Watershed Cooperative, including the power to appoint and remove at any time all other employees of the Watershed Cooperative, subject to applicable law.

(d) Neither the Board, nor any of its directors, shall direct the appointment of any person to, or his or her removal from, office by the Executive Officer or any of his or her subordinates. Except for the purpose of inquiry, the Board and its Directors shall deal with the administration of the Watershed Cooperative solely through the Executive Officer, and neither the Board nor any director thereof shall give orders to any subordinate of the Executive Director, either publicly or privately. The provisions of this paragraph do not prohibit the Board, while in open session, from fully and freely discussing with the Executive Officer anything pertaining to appointments and removals of Watershed Cooperative employees and other Watershed Cooperative affairs.

5.6 Budgets, Financial Management, and Borrowing.

(a) The treasurer of the Watershed Cooperative shall be the treasurer of one of the Members, unless a replacement or successor is determined by action of the Board.

(b) The Watershed Cooperative shall reimburse each Member as permitted under State law for reasonable amounts in connection with the management and operation of the Watershed Cooperative. Such reimbursements will be subject to approval of the Board.

(c) The Watershed Cooperative's budget fiscal year shall be either the calendar year, or two calendar years as the Board may determine.

(d) At least three months prior to the commencement of each budget year, a recommended operating budget and work plan for the Watershed Cooperative for the next budget year shall be presented to the Board by the Executive Officer, and adopted by the Board at least one month prior to the commencement of the budget year and transmitted to each Member. The adopted budget shall contain an itemization of all categories of budgeted expenses. The Watershed Cooperative's books and records shall constitute public records and be open to inspection by the State Auditor, any Member, and the public.

ARTICLE 6. Capital Plans, Operations and Maintenance.

6.1 Flood Management Plan.

The Watershed Cooperative shall prepare a Capital Improvement and Program Plan describing a system of flood mitigation measures and ecosystem restoration facilities and programs designed to manage and control flood waters within the Boundaries of the Chehalis River Basin, and the costs and financing thereof within two years of the authorization of this Agreement. The Board may from time to time amend the Capital Improvement and Program Plan.

6.2 Vote for Major Capital Improvements.

The Watershed Cooperative shall not proceed with implementing Capital Improvement projects without a vote of the ~~electors~~ within the Watershed Cooperative. *J.W. Mu*
citizens *klv* *PK*

ARTICLE 7. Withdrawal by or Termination of Members.

Any Member may withdraw from this Agreement by giving written notice to the Board of its intention to withdraw. The Board may establish generally applicable conditions and requirements for withdrawal or termination in the by-laws.

ARTICLE 8. Addition of New Members [and Replacement of Certain Members.]

- (a) Other counties may be admitted as Members of the Watershed Cooperative if:
 - (i) The counties provide the Board with 60 days written notice of intention to join the Watershed Cooperative;
 - (ii) The counties accept the terms of this Agreement in writing at the time of notice of intent to join; and
 - (iii) The Board takes action to admit the new Member.

(b) A flood control zone district that is not already a Member by way of its County being a Member may be admitted as a Member of the Watershed Cooperative consistent with Article 5.4. As a condition of becoming a Member, a new Member must accept the terms of this Agreement. The Board may also require payment or other contributions or actions by a new Member as the Board may deem appropriate, and may set such starting date for service as it

(b) A flood control zone district that is not already a Member by way of its County being a Member may be admitted as a Member of the Watershed Cooperative consistent with Article 5.4. As a condition of becoming a Member, a new Member must accept the terms of this Agreement. The Board may also require payment or other contributions or actions by a new Member as the Board may deem appropriate, and may set such starting date for service as it deems appropriate, it being the intention of this provision that the addition of new Members shall not cause the pre-existing Members to incur additional cost.

(c) If a Member creates a flood control zone district after the effective date of this Agreement, the Member may transfer and assign its entire interest in this Agreement to the newly created flood control zone district. By accepting such transfer and assignment, the newly created flood control zone district is deemed to be a Member entitled to all rights and subject to all liabilities and obligations of Members under this Agreement.

ARTICLE 9. Advisory Committee.

(a) To promote the participation of counties, cities, towns, and other interests (including, but not limited to agriculture, fisheries and/or forestry interests) within the Watershed Cooperative's Boundaries, there is hereby created an Advisory Committee.

(b) The Advisory Committee may have members appointed as follows:

- (i) Each city and town located within the Watershed Cooperative's Boundaries may appoint a member of the Advisory Committee and that member shall serve at the pleasure of the city or town that appointed such member;
- (ii) Other counties located within the Chehalis River Basin may appoint a single member to the Advisory Committee.
- (iii) The remaining members (but no more than the aggregate number appointed by counties, cities, and towns) shall be appointed by the Board.

(c) All action of the Advisory Committee shall be by the simple majority approval of all members of the Advisory Committee present, allowing one vote per member.

(d) The Advisory Committee shall adopt by-laws, which by-laws and subsequent amendments shall be subject to the approval of the Board.

(e) Citizen members appointed to the Advisory Committee must have a knowledge and understanding of flood mitigation, ecosystem restoration or other areas of expertise necessary to carry out the purposes of this Agreement, and be committed to the furtherance of flood management within the Boundaries of the Chehalis River Basin. A citizen member may be removed from the Advisory Committee with or without cause upon action by the Board.

ARTICLE 10. Indemnification and Hold Harmless.

(a) Each Member, by executing this Agreement, hereby indemnifies and holds harmless other members, their officers, officials, agents and volunteers from any and all claims,

injuries, damages, losses or suits including attorney fees, arising out of that Member's gross negligence or willful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Member. In the event of recovery due to the aforementioned circumstances, the Member responsible for any such gross negligence or willful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Member is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees shall be only to the extent of the percentage of fault allocated to each respective Member by a final judgment of the court.

(b) Should a court of competent jurisdiction determine that this Agreement is subject to Chapter 4-24-115 RCW, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Member hereto, its officers, officials, employees, and volunteers, the Member's liability hereunder shall be only to the extent of the Member's gross negligence or willful acts or omissions. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Chapter 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Members. The provisions of this Article shall survive the expiration or termination of this Agreement.

(c) Each Member shall give the other Members proper notice of any claim or suit coming within the purview of these indemnities.

ARTICLE 11. Insurance.

(a) The Board and Executive Officer shall take such steps as are reasonably practicable to minimize the liability of the Members associated with their participation in this Agreement, including but not limited to the utilization of sound business practices. The Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Watershed Cooperative and the activities of the Members pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

(b) To the extent that the Watershed Cooperative obtains insurance pursuant to this Article, said insurance shall be primary and any provisions of Article 10 or any insurance maintained by any Member shall be secondary.

ARTICLE 12. Duration and Dissolution.

12.1 Duration.

The Watershed Cooperative shall remain in existence: (a) when it continues to include at least two Members or (b) until it is superseded by a permanent governance structure.

12.2 Dissolution; Successor Entity.

The Watershed Cooperative may be dissolved upon approval of the Board. Upon dissolution or termination of the Agreement under this Article 12, except as provided in an Asset Transfer Agreement, the Watershed Cooperative's assets and liabilities, if any, initially shall be held by its then current Members as tenants in common until assets and liabilities, if any, are distributed by Member agreement, or by a court of law.

Notwithstanding the provisions above, upon approval of the Board, all assets, liabilities, and obligations of the Watershed Cooperative, if any, may be transferred to any successor entity (including without limitation, a joint operating authority, a multi-county flood control zone district, or other municipal corporation, as permitted under State law), and all obligations of Members and parties contracting with the Watershed Cooperative become obligations to the successor entity.

ARTICLE 13. Amendments.

Except for amendments permitted under Article 5.4(b), this Agreement may be amended only upon the unanimous agreement of the Members.

ARTICLE 14. Severability.

The invalidity of any clause, sentence, paragraph, subdivision, Article or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

ARTICLE 15. Conflict Resolution.

(a) Whenever any dispute arises between Members of the Watershed Cooperative (referred to collectively in this Article as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Article. This provision shall not prevent the parties from engaging in any alternative dispute resolution process of their choosing upon mutual agreement.

(b) The parties shall seek in good faith to resolve any such dispute or concern by meeting, as feasible. The meeting shall include the Chair of the Board, the Executive Officer, and the representative(s) of the Member(s).

(c) If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

(d) If the parties are unable to reach a mutually agreeable solution as a result of the provisions under paragraph (c) if applicable, the conflict resolution procedures in this Article will be exhausted and the parties may pursue any and all available remedies under applicable law.

ARTICLE 16. Venue.

The venue for any action related to this Agreement shall be in Superior Court in and for [Thurston] County, Washington.

ARTICLE 17. Filing.

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C.W. filed rk

As provided by RCW 39.34.040, this Agreement shall be recorded prior to its entry in force with the Grays Harbor and Thurston County Auditors, the Tribe, Secretary of State, and such other governmental agencies as may be provided by law.

ARTICLE 18. No Third Party Beneficiaries.

There are no third-party beneficiaries to this Agreement. No person or entity other than a Member to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

ARTICLE 19. Entire Agreement.

This Agreement constitutes the entire and exclusive agreement between the Members relating to the specific matters covered in this Agreement. All prior or contemporaneous verbal or written agreements, understandings, representations or practices relative to the foregoing are superseded, revoked and rendered ineffective for any purpose. This Agreement may be altered, amended or revoked only as set forth in Article 13. No verbal agreement or implied covenant may be held to vary the terms of this Agreement, any statute, law or custom to the contrary notwithstanding.

ARTICLE 20. State Approval and Acceptance.

By approving and accepting this Agreement, the State confirms that the Agreement fulfills the requirement to create a flood entity required by the State in connection with Chapter 180 of the Laws of 2008, and also fulfills the requirements of the Interlocal Agreement No. K331 between the State Office of Financial Management and Lewis County dated June 13, 2008, and all amendments thereto including Amendment No. 3 dated June 1, 2010. The State also confirms its intention to appoint an *ex officio* director to the Board as described in Article 5.1 and agrees to be the non-federal sponsor for the dual purpose General Investigation study.

ARTICLE 21. Execution.

This Agreement may be executed in one or more counterparts.

THURSTON COUNTY

By

Karen Valenzuela

Judith Koxera

Cathy Stalk

April 19, 2011

ATTEST:

Roberto J. Borjesson
9

GRAYS HARBOR COUNTY

By

Greg A. Williams

Mike Weh

April 20, 2011

ATTEST:

(Danna) McPherson

THE CHEHALIS TRIBE

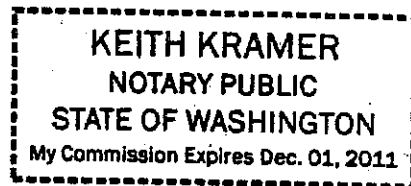
By

David Bwacht, CHAIRMAN

Apr 18, 2011

ATTEST:

Keith Kramer
Notary Public.



Approved and Accepted by:

THE STATE OF WASHINGTON

ATTEST:

KEITH KRAMER
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires Dec. 01, 2011