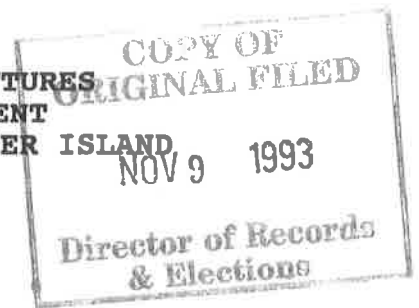


AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND CITY OF MERCER ISLAND



Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Fund and appropriated proceeds to King County, the City of Seattle, and certain suburban cities. Ordinance 9430 provided for the use of Conservation Futures Funds collected in the years 1990 through 1993 for the completion of projects as set forth in Ordinance 9071. This amendment is entered into to provide for the allocation of additional funds made available for project completion. The parties have agreed to amend the existing Interlocal Cooperative Agreement to provide for additions in the references to the fund allocation.

THIS AMENDMENT is entered into between the CITY OF MERCER ISLAND ("City") and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties, dated the _____ day of _____, 19__.

The parties agree to the following amendments:

Amendment 1: Article 1. Recitals

The fourth paragraph of the Recitals Section is hereby appended to provide for the 1992 allocation, and hereafter reads:

"On September 7, 1993, the King County Council passed Ordinance 11012, which appropriated a total of \$5,556,711 in Conservation Futures Levy proceeds to King County, the City of Seattle and suburban cities. The council authorized the King County Executive to amend the interlocal agreement with the suburban cities in order to initiate this approved payment."

Amendment 2: Article VII, Responsibility of County

The first two sentences of this article are amended to include Attachment D, which provides a copy of Ordinance 11012 authorizing this expenditure, and hereafter reads:

"Subject to the terms of this agreement, the

County will provide Conservation Futures Levy Funds in the amount shown in Attachments A, B, C, and D. This City may request additional funds; however, the County has no obligation to provide funds to the City in excess of the amount shown in Attachments A, B, C, and D."

In all other respects, the terms, conditions, duties and obligations of both parties shall remain the same as agreed to in the Interlocal Cooperative Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below:

KING COUNTY

CITY OF MERCER ISLAND


TIM HILL
King County Executive


City Manager

NOV 4 1993

9-28-93

Date

Date

Acting under the authority of Motion Number _____

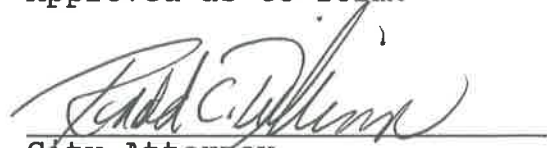
Acting under the authority of AB #2766

Date 4/12/93

Approved as to form:

Approved as to form:


NORM MALENG
King County Prosecuting Attorney


City Attorney

ATTEST:


City Clerk, Associate