

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 15, 2005

Ordinance 15139

Proposed No. 2005-0033.2

Sponsors Edmonds and Phillips

1 AN ORDINANCE authorizing the executive to enter into
2 interlocal agreements and amendments to interlocal
3 agreements with the cities of Auburn, Black Diamond,
4 Bothell, Bellevue, Burien, Covington, Enumclaw, Federal
5 Way, Issaquah, Kenmore, Kent, Lake Forest Park,
6 Newcastle, North Bend, Pacific, Redmond, Renton, Seattle,
7 Tukwila and Woodinville for the disbursement of
8 conservation futures tax levy funds allocated under
9 Ordinance 15083.

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12 **STATEMENT OF FACTS:**

- 13 1. Conservation futures tax levy funds are collected throughout King
14 County as a dedicated portion of the property tax and are, by statute,
15 available only for the acquisition of open space and resource lands.
- 16 2. Ordinance 14714 established procedures for the annual allocation of
17 conservation futures tax levy funds, which directs the conservation futures

18 citizens committee to make funding recommendations to the King County
19 executive to consider for inclusion in the annual budget ordinance.

20 3. The executive has transmitted in the annual budget ordinance and the
21 council has appropriated 2005 conservation futures funds to the open
22 space projects listed and described in Attachment B to this ordinance.

23 4. The county desires to disburse conservation futures funds to the city of
24 Seattle and suburban cities and must do so by amending existing or
25 executing new interlocal agreements with these jurisdictions.

26 5. The county and the cities are authorized to enter into an interlocal
27 agreement pursuant to chapter 39.34 RCW, the Interlocal Cooperation
28 Act.

29 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

30 SECTION 1. The King County executive is hereby authorized to enter into and
31 execute contracts or amendments to interlocal agreements, containing language
32 substantially similar to that attached, necessary for the disbursement of conservation

33 futures tax levy funds appropriated in Ordinance 15083, as adopted by the King County
34 council.

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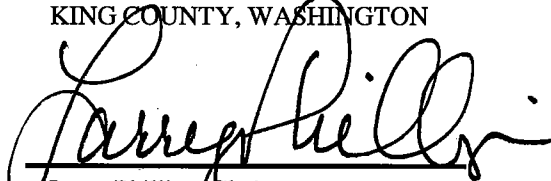
Ordinance 15139 was introduced on 2/7/2005 and passed by the Metropolitan King
County Council on 3/14/2005, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr.
Irons, Ms. Patterson and Mr. Constantine

No: 0

Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2005 MAR 23 PM 3:26
CLERK
KING COUNTY COUNCIL

APPROVED this 22 day of MARCH, 2005.


Ron Sims, County Executive

Attachments

- A. Amendment to the Conservation Futures Interlocal Cooperation Agreement between King County and the City of ____ for Open Space Acquisition Projects, B. Project Descriptions, dated 03/03/05, C. Conservation futures Interlocal Agreement, dated 03/03/05

**AMENDMENT TO THE CONSERVATION FUTURES
INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF _____
FOR OPEN SPACE ACQUISITION PROJECTS**

Preamble

The King County Council, through Ordinance 9128, has established a Conservation Futures Levy Fund and appropriated proceeds to King County, the City of Seattle and certain suburban cities. This amendment is entered into to provide for the allocation of additional funds made available for open space acquisition.

THIS AMENDMENT is entered into between the CITY OF _____ and KING COUNTY, and amends and attaches to and is part thereof of the existing Interlocal Cooperation Agreement entered into between the parties on the ____ day of (Month), (year), as previously amended.

The parties agree to the following amendments:

Amendment 1: Article 1. Recitals

A paragraph is hereby added to the Recitals Section to provide for a Conservation Futures Levy Fund allocation for the _____ Acquisition, and hereafter reads:

- On _____, 200_ the King County Council passed Ordinance _____, which appropriated a total of _____ (\$_____) in Conservation Futures Levy proceeds to the City of _____ for the _____ acquisition Project. On _____, 200_ The King County Council passed Ordinance _____, authorizing the King County Executive to enter into interlocal agreements with the City _____ for the disbursement of Conservation Futures Funds appropriated in Ordinance _____.

Amendment 2: Article V. Conditions of Agreement

Section 5.1 is appended to include Attachment __, which lists a 200_ Conservation Futures Levy Allocation for the _____ Acquisition project.

Amendment 3: Article VII. Responsibilities of County

The first two sentences of this article are appended to include Attachment __, which lists a 200_ Conservation Futures Levy proceeds allocation for the _____ Acquisition Project:

Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through _ to be used for the Projects listed in Attachments A through __. The City may request

additional funds; however, the County has no obligation to provide funds to the City for the Projects in excess of the total amounts shown in Attachments A through _____. The County assumes no obligation for the future support of the Projects described herein except as expressly set forth in this agreement.

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

This document shall be attached to the existing Interlocal Cooperation Agreement.

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

KING COUNTY

CITY OF _____

Ron Sims
King County Executive

Mayor

Date: _____
Acting under the authority of
Ordinance _____

Date _____
Acting under the authority of
Ordinance:

Approved as to form:

Approved as to form:

NORM MALENG
King County Prosecuting Attorney

City Attorney

EXHIBIT A

200_ CONSERVATION FUTURES LEVY
CITY OF _____ ALLOCATION

Jurisdiction	Project	Allocation
(Name) _____	(Project Name)	\$
TOTAL		\$

Project Description:

City of _____ – (Project Name) \$

Attachment "B"
Project Descriptions
03/03/05

Seattle Projects:

315422 Uptown Park (Queen Anne and Roy)

This is a .28-acre open space located at the base of Queen Anne Hill at the corner of Queen Anne Avenue and Roy Street. It will become a passive neighborhood greenspace that will serve this high-density community at the northern end of Downtown Seattle. To help address street traffic noise, Seattle intends to create physical a sound buffer, such as an earth berm.

315423 Urban Center Park (East Capitol Hill)

This neighborhood greenspace project will serve the Capitol Hill urban center. There are three possible acquisition sites, two are located near Thomas Street at 16th Avenue and one is located on 13th Avenue near Harrison Street.

315424 Urban Center Park (International District)

This project consists of the acquisition of land for urban green space in the Chinatown-International District urban center in Seattle. The City has identified several candidate sites, but it has not selected a final site. *Contingency:* Seattle will propose a final site location to Conservation Futures Citizens Committee and King County for approval before CFT funds are dispersed to Seattle for this project.

315404 Thornton Creek Park 2 Addition

This project consists of the acquisition of open space along Thornton Creek at Northeast 100th Street in northeast Seattle. The property is an inholding that will add to the existing Thornton Creek Park stream system and greenbelt. This project will benefit salmonid species, wildlife and avian species and allow for habitat restoration and environmental education.

Suburban City Projects:

315711 Auburn CFL (Auburn Environmental Park)

This project consists of the acquisition of a 28.9-acre parcel located adjacent to State Route 167 at 15th Street Northwest, in Auburn. It is an important addition to an exiting city-owned natural area to the south. The Auburn Environmental Park will be over 120 acres in total with the addition of this parcel.

315713 Bellevue CFL Projects:**(Greenway and Open Space System)**

This is a multiple-parcel project located in the Wilburton, Kelsey Creek and Richards Valley communities. This allocation should be targeted to the acquisition of a 20-acre property located at Southeast 5th Street in Bellevue, adjacent to the Bellevue Botanical Gardens. The CFT funds awarded to this project in the 2004 Budget are also approved for expenditure on this same 20-acre parcel.

(Meydenbauer Bay Park)

This project consists of an approximately .31-acre parcel of land that is one of two remaining parcels targeted for inclusion in Meydenbauer Bay Park. The property is located along Lake Washington Boulevard.

315714 Black Diamond CFL (Urban Growth Agreement Forest)

This project consists of the acquisition of timber harvest rights on a 50-acre property identified in the Black Diamond Urban Growth Agreement (UGA) as "In-city forest land". The property is located near Lawson Road, east of State Route 169 on the eastern boundary of the city. The parcel contains an old rail bed that could be used as a trail to link the city with the Green River Gorge area. The city should attempt to acquire this right of way.

315715 Bothell CFL (Kaysner/Sammamish River)

The Kaysner/Sammamish river project is an approximately .67-acre parcel with frontage on the Sammamish River, located along Bothell Way in the City of Bothell. Acquisition of this property will allow for an important trail link that will create a loop trail complimenting the nearby Burke Gilman Trail. The property offers an opportunity for additional salmonid habitat restoration.

315716 Burien CFL (Seahurst Park Expansion)

The Seahurst Park Expansion project is a 9.11-acre wooded open space addition to the southern boundary of Seahurst Park, located in Burien at 18th Avenue Southwest. The parcel contains mature second-growth conifer trees and a spring that is a primary water source for a small Puget Sound nearshore environment creek.

352336 Burien Walker Creek Project:

The Walker Creek project is an approximately 21 acre open space within a 25-acre tract, the preservation of which will help protect the headwaters of Walker Creek. The site is bisected by Des Moines Memorial Way South near South 176th Street is covered with a range of vegetation and contains approximately 19 acres of wetlands. The city of Burien will manage the site for conservation, passive recreation and environmental education purposes.

315719 Covington CFL (Jenkins Creek Wetlands & Habitat)

This project is a 27-acre wooded parcel located immediately south of State Route 18 at 212th Avenue Southeast, in Covington. It is the northern parcel of an open space community separator between Covington and Maple Valley, with the targeted parcel serving as the northern terminus of that separator.

315720 Enumclaw CFL (Newaukum Creek Habitat)

This project consists of the acquisition of riparian habitat conservation easements on up to three parcels totaling 8 acres on Newaukum Creek, between State Route 169 and 236th Avenue Southeast in Enumclaw.

315722 Federal Way CFL (Spring Valley Ranch)

This 27-acre project consists of five parcels under one ownership on Hylebos Creek, at South 373 street in Federal Way. The project site will allow for re-meandering of the creek across the field on the lower portion of the property. The existing buildings on the property are not part of the project scope and will not be purchased with CFT funds.

315724 Issaquah CFL (Whitaker/Fowler Creek Trust)

This project is a 4.4 acre parcel with frontage along Issaquah Creek and is located on Front Street South in Issaquah. The site contains critical urban salmonid habitat on Issaquah Creek.

315728 Kenmore CFL (Urban Nature Trail System)

This project scope includes the acquisition of up to three parcels totaling approximately .4 acres bordering a proposed development in an urban neighborhood near 56th Avenue Northeast in Kenmore. The property contains a small creek.

**315725 Kent CFL Projects
(Canterbury Park Addition)**

This project is a 1.9-acre wooded parcel that is directly adjacent to Canterbury Park on 100th Avenue southeast in Kent. The neighborhood is a rapidly urbanizing area of the east Kent plateau that has a deficit of parks and open space relative to other areas in King County. The proposed addition of the wooded parcel will double the size of the park and add an ecological dimension.

(Clark Lake Park)

This project includes an inholding parcel totaling 3.1 acres at Clark Lake Park, a scenic, passive-use nature park on the rapidly urbanizing east Kent Plateau. The property provides an added buffer to the park and will allow for better park management by removal of an intrusive inholding. The property contains a house on the eastern border of the site that will not be part of the project scope.

(Confluence of Mill Creek/Green River)

This is a 14-acre, five-parcel project at the confluence of the Green River and Mill Creek, located at south 262nd Street and State Route 167 in Kent. Mill Creek is one of the two or three most important salmonid winter flooding refuge areas on lower Green River and the project will provide an opportunity for restoration of an historic channel that will enhance this function.

315727 Lake Forest Park CFL (Horizon View Woodland)

This project consists of two wooded parcels totaling 1.5 acres, adjacent to a protected woodland ravine near 55th Avenue Northeast and Northeast 196th Street. Before CFT funds are released to Lake Forest Park for this project, the city shall first obtain from the landowner on the western edge of the project site a permanent pedestrian easement through the ravine and connecting to 47th Avenue Northeast directly across from Horizon View Park.

315733 Newcastle CFL (Boren Creek)

This is a multiple-parcel project located along Boren Creek north of 89th Avenue Southeast near Lake Boren Park. The eastern edge of some of the parcels will be acquired for a Coal Creek Parkway widening project with non-Conservation Futures funds. Several houses adjoining the roadway will be also be removed as part of that the roadway expansion, but CFT funds will not be used for the road expansion or to purchase the houses.

315734 Pacific CFL (West Hill Passive Park/Open Space)

This project consists of the acquisition of up to approximately 5.9 acres of wooded open space located at 55th Avenue South and the West Valley Highway in the City of Pacific. The house on the property will be removed after Pacific purchases the entire property, but this may occur over a period of years. The upper portion of the property is accessible through private road and the city must gain legal public road access to the upper site before funds are released for this project.

315735 Redmond CFL Howard (Bear Creek)

This project is a 2.6 acre property located on the western edge of the city of Redmond's Juel Park, at NE 116th Street on the boundary between the city and unincorporated King County. The property contains important salmonid habitat on Bear Creek and will be a significant addition to the park.

315736 Renton CFL (Edlund Property)

This project consists of an 18-acre former farm that will become a passive-use open space. The project is located on the Northeast corner of Carr Road and 103rd Avenue. The property is not located in a zoned agricultural production district, but it contains open fields with a house and two large barn structures. CFT funds will not pay for these three buildings and they are not part of the project scope.

315373 Tukwila CFL (Duwamish River Mini Park Expansion)

This project consists of the acquisition of a ½-acre riverside urban green space, located at South 133rd Street and 57th Avenue South in Tukwila. This urban waterfront park will provide public access to the Duwamish/Green River for use as a scenic natural area. The project presents an opportunity to restore riverside natural habitat and refuge for threatened salmonid species.

315742 Woodinville CFL (Little Bear Creek Linear Park)

This project consists of three parcels of land located on Little Bear Creek and bordering State Route 522 in Woodinville. The city is restoring an urban natural corridor on Little Bear Creek to improve riparian habitat and provide a trail corridor. The creek has lower salmonid species values that could improve with habitat restoration. For the northern property, the riparian corridor along the creek is of higher priority than the gravel area.

Attachment "C"
03/03/05

INTERLOCAL COOPERATION AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF _____ FOR
OPEN SPACE ACQUISITION PROJECTS

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between
the CITY OF _____ ("City") and KING COUNTY ("County").

Article I. Recitals

On February 27, 1989, the King County Council passed Ordinance 8867, which established a process to allocate the proceeds of the Conservation Futures Fund, including matching contribution requirements for jurisdiction receiving funds.

On September 21, 1989, the King County Council passed Ordinance 9128, which established a Conservation Futures Levy Fund to provide for the receipt and disbursement of conservation future levy proceeds and established conditions for use of the Fund, including conditions covering allowable cost and expenses.

On July 21, 2003 the King County Council passed Ordinance 14714, authorizing funding allocation procedures for King County conservation futures tax levy collections and amending Ordinance 8867, Section 2, as amended, and K.C.C. 26.12.020, adding new sections to K.C.C. chapter 26.12 and recodifying K.C.C. 26.12.020.

The Open Space Citizens Advisory Committee has recommended an allocation of Conservation Futures funds to specific projects from the Conservation Futures Levy fund

following notification to the suburban cities that funds were available, provision of an opportunity for the suburban cities to respond and receipt by the committee of requests for funding, all pursuant to Ordinance 8867, as amended by Ordinance 14714.

The King County Council, by ordinance _____, has approved the recommendation for the allocation of Conservation Futures Levy funds to specific suburban city projects, and authorized the King County Executive to enter into interlocal cooperation agreements with the suburban cities in order to initiate the approved projects.

Pursuant to King County Ordinances 8867, 9128, 14714, Washington Statute Chapter 84.34 RCW and Washington Statute Chapter 39.34, the parties agree to follows:

Article II. Definitions

1. Open Space

The term "open space" or "open space land" means: (a) any land area so designated by an official comprehensive land use plan adopted by any city or county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply; or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities, or (vi) preserve historic sites, or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state tracts of land of not less than one

acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classification, the legislative body may not require public access on land classified under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2. Project

The term "Project" means specific projects which meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 14714, and RCW 84.34.020 and which are attached to and incorporated by reference in King County Ordinance _____ or added to the list of approved projects by the County.

3. Conservation Futures

The term "Conservation Futures" means developmental rights which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, and may consist of fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve restore, limit future use of, or otherwise converse open space land, all in accordance with the provisions of Washington Statute Chapter 84.34 RCW and King County Ordinance 8867.

Article III. Purpose of the Agreement

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Projects and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. Term of Agreement

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The terms of the agreement shall be indefinite. The agreement will be terminated if the City is unable or unwilling: 1) to expend the funds provided through this agreement; 2) to satisfy the matching requirements contained in this agreement; and 3) upon reimbursement by the City to the County of all unexpended funds provided by the County pursuant to this agreement in the manner and amounts described below.

Article V. Conditions of Agreement

Section 5.1 -- Project Descriptions. Funds available pursuant to this agreement may be used only for Projects listed in Attachment A, which is incorporated herein by reference, or such substituted Projects as may be approved by the County as set forth below. All County funded Projects must meet open space criteria as described in King County Ordinance 8867, as amended by Ordinance 14714, and Washington Statute Chapter 84.34.020 RCW.

Section 5.2 -- Use of Funds. Funds provided to the City pursuant to this agreement as well as funds provided by the City as match pursuant to this agreement may be used only for expenses related to property acquisition. Those expenses include appraisals, title searches, negotiations, administrative overhead, and the cost of actual acquisition or purchase options, all in accordance with the provisions of Section 3 of Ordinance 9128. Funds utilized pursuant to this agreement may not be used to purchase land obtained through the exercise of eminent domain.

Section 5.3 -- Substitution/Deletion of Projects. If the City does not proceed with the Projects described in Section 5.1 of this agreement, the City may reimburse the County all funds provided in good faith to acquire the property for open space, plus accrued interest earnings on the unexpended balance. Alternatively, the City may submit specific requests for project reprogramming to the County for its approval. All projects proposed for reprogramming must meet open space criteria as described in King County Ordinance 8867, Section 1, as amended by Ordinance 14714, and Washington Statute Chapter 84.34.020 RCW, be submitted for recommendation by the County's Citizens Oversight Committee or its successor and be approved by action of the King County Council. All reprogramming requests shall be submitted to the County's Department of Natural Resources Capital Projects and Open Space Acquisition Section or its successor.

Section 5.4 -- Eminent Domain. If any Project requires the exercise of eminent domain to acquire the property all funds provided pursuant to this agreement plus accrued

interest on such funds shall be reprogrammed as provided in this agreement or repaid to the County.

Article VI. Responsibilities of the City

Section 6.1 -- Matching Requirements. Any Project funded by Conservation Futures Levy proceeds shall be supported by the City in which the Project is located with a matching contribution which is no less than the amount of Conservation Futures Levy funds allocated to the Project. This contribution may be in the form of cash, land trades with a valuation verified by an appraisal conducted by a MIA certified appraiser, or credits for other qualifying open space acquired on or after January 1, 1989. Any City match, other than cash, shall require County approval. County approval and County acceptance of the City's match will be transmitted in writing to the City by the County's Manager of Open Space & Resource Lands or their successor in functions.

If the Project involves two or more suburban cities, those cities shall determine the allocation of the contributions to the matching requirements of this agreement, so long as the total match is no less than the amount of Conservation Futures Levy funds provided by the County.

Such matching contribution must be available within two years of the City's application for County funds to support Projects identified herein or approved substitute Projects.

If such commitment is not timely made, the County shall be released from any obligation to fund the Project in question, and the City shall reimburse the County all funds provided to the City pursuant to this agreement plus accrued interest on such funds. All such moneys will be available to the County to reallocate to other approved Projects. By appropriate legislature action taken not more than 60 days following the effective date of this agreement, the City shall commit to contribute its required match.

Section 6.2 -- Project Description. As part of the application to receive Conservation Futures Levy funds from the County, the City shall submit the following information concerning each project: 1) a narrative description of the project; 2) a description of the specific uses for Conservation Futures Levy funds in the Project; and 3) a description of the means by which the City will satisfy the matching requirements contained in this agreement.

Section 6.3 -- Reporting. All funds received pursuant to this agreement and accrued interest therefrom will be accounted for separately from all other City funds, accounts and moneys. Until the property described in the Project is acquired and all funds provided pursuant to this agreement expended, the City shall provide semi-annual written reports to the County within 30 days of the end of each relevant time period. The semi-annual report shall contain the following information: a) an accounting of all cash expenditures and encumbrances for support of the Project; b) the status of each Project and any changes to the approved time line; and c) other relevant information requested by the County for the purpose of determining compliance with this agreement.

Following acquisition of the property and expenditure of all funds provided pursuant to this agreement, the City shall provide the County with a final report, within 90 days of the end of the calendar year in which all funds were expended. Said report shall contain a summary of all project expenditures, a description of the project status and accomplishments and other relevant information requested by the County for the purpose of verifying compliance with this agreement.

The City shall also provide the County, within 90 days of the end of each calendar, annual reports which specify any change in the status of the Project during the prior year and any change in the status of the Project which the City Reasonably anticipates during the ensuing year. Such reports shall be required only if a change has taken place or is anticipated, except as provided above for ongoing and final project reports. All such reports shall be submitted to the County's Department of Natural Resources, Open Space & Resource Lands, or its successor.

Section 6.4 -- Disposition of Remaining Funds.

If the City does not expend all funds provided through this agreement and no substitute project is requested or approved as to the excess funds, such funds shall be refunded to the County. For purposes of this section, "funds" shall include all moneys provided by the county plus interest accrued by the City on such moneys.

Section 6.5 -- Maintenance in Perpetuity. The City, and any successor in interest, agree to maintain properties acquired with funds provided pursuant to this agreement as open space in perpetuity. If the City changes the status or use of properties acquired with

funds provided pursuant to this agreement to any purpose, the City shall pay the County an amount in cash to be mutually determined or substitute other property acceptable to the County. In either case, the value of the property shall be established at the time of the change in status or use, based upon the changed status or use and not based on its value as open space.

Upon changes in status and/or use of the property acquired herein, at its own cost, the City will provide the County an independent MIA appraisal in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice prior to the change of use and shall reimburse the County within 90 days of such notification. Reimbursement not received within 90 days will accrue interest at the then legal rate.

Article VII. Responsibilities of the County

Subject to the terms of this agreement, the County will provide Conservation Futures Levy funds in the amount shown in Attachment A. The City may request additional funds; however, the County has no obligation to provide funds to the City in excess of the amount shown in Attachment A. The County assumes no obligation for future support of the Projects described herein except as expressly set forth in this agreement.

Article VIII Other Provisions

Section 8.1 -- Hold Harmless and Indemnification.

A. The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others

by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, cost and whatsoever occurring or resulting from: 1) the City's failure to pay any compensation, fees, wages, benefits or taxes; and 2) the supplying to the City of works services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this agreement.

B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of this agreement by the City, its officer, employees, agent or representatives.

C. The City shall protect, indemnify and save harmless the County from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, employees or agents. For purpose of this agreement only, the City agrees to waive the immunity granted it for industrial insurance claims pursuant to Washington Statute Chapter 51 to the extent necessary to extend its obligations under this paragraph to any claim, demand, or cause of action brought by or on behalf of any employee, including judgments, awards and costs arising therefrom including attorney's fees.

Section 8.2 -- Amendment. The parties reserve the right to amend or modify this agreement. Such amendments or modifications must be by written instrument signed by the parties and approved by the respective City and County Councils.

Section 8.3 -- Contract Waiver. No waiver by either party of any term or condition of this agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this agreement. No waiver shall be effective unless made in writing.

Section 8.4 -- Entirety. This agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the projects and constitutes the entire agreement between the parties. The parties recognize that time is of the essence in the performance of the provisions of this agreement.

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

KING COUNTY

CITY OF _____

Ron Sims
King County Executive

Mayor (or City Manager)

Date: _____
Acting under the authority of
Ordinance _____

Date: _____

Approved as to form:

Approved as to form:

Norm Maleng
King County Prosecuting Attorney

_____ City Attorney

ATTACHMENT A
CITY OF _____
CONSERVATION FUTURES ALLOCATION & PROJECT DESCRIPTION

PROJECT NAME

AMOUNT

(Project)

\$

PROJECT DESCRIPTION