



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 13, 2006

Ordinance 15660

Proposed No. 2006-0582.3

Sponsors Constantine

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement between King County and the King
3 Conservation District; and declaring an emergency.
4
5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Findings:

8 A. The King Conservation District is a governmental subdivision of the
9 state of Washington, organized under chapter 89.08 RCW to protect and conserve
10 natural resources throughout King County.

11 B. The King County council has responsibilities under chapter 89.08
12 RCW to approve a system of assessments, where those assessments, in the
13 judgment of the council, do not exceed the benefit received by the land from the
14 activities of the district, and where the public interest is served by the imposition
15 of the assessment.

16 C. The county and the King Conservation District each have an interest in
17 acting to preserve the natural resources of the region, and have numerous
18 cooperative services and programs intended to support that purpose.

19 D. The county and the King Conservation District are authorized under
20 chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 89.08.341 to enter
21 into cooperative interlocal agreements for the purpose of engaging in cooperative
22 efforts to promote, facilitate and undertake programs and activities relating to the
23 conservation of natural resources.

24 E. The county and the King Conservation District have historically
25 expressed their cooperative relationship through use of these interlocal
26 agreements which have described the processes and mechanisms by which they
27 were to carry out their respective roles.

28 F. The county and the King Conservation District continue to share a
29 mutual goal of providing a stable and predictable source of funding for the
30 district's conservation programs and for the district's support of the Water
31 Resource Inventory Area forums' implementation of salmon habitat recovery
32 plans in King County, and local jurisdictions' natural resource conservation
33 programs and activities, so that the district, the county, and member jurisdictions,
34 the watershed forums and other stakeholders can implement long-range plans for
35 natural resource conservation. The attached interlocal agreement provides for
36 such stability and predictability as to funding needs.

37 G. The attached interlocal agreement also provides a framework for the
38 county and the King Conservation District to continue to cooperatively undertake

39 and fund natural resource conservation programs, projects and activities that are
40 consistent with and reflective of the priorities that each attaches to these important
41 endeavors.

42 H. The King Conservation District and the county have negotiated the attached
43 interlocal agreement, with extensive involvement from affected city governments. It has
44 required a significant period of time to weigh the various interests of these many parties
45 and for the district and the county to comply with the numerous requirements of state
46 law related to the special assessment. Unless this ordinance is enacted as an emergency
47 ordinance, it may not be legally effective within the time needed for the parties to
48 execute the agreement before subsequent timely decision on imposition of a special
49 assessment for natural resource conservation purposes by the county. Enactment of this
50 ordinance to support and preserve natural resource conservation funding for the
51 conservation district, the watershed resource inventory areas and local government in
52 the coming year is necessary for the immediate preservation of the of public peace,
53 health or safety and for the support of county government and its existing public
54 institutions.

55 SECTION 2. The King County executive is hereby authorized to enter into an
56 interlocal agreement with the King Conservation District, substantially in the form of
57 Attachment A to this ordinance, that establishes the roles and responsibilities of the
58 county and the King Conservation District in cooperatively undertaking natural resource
59 conservation programs, projects and activities under funding obtained through a system
60 of special assessments.

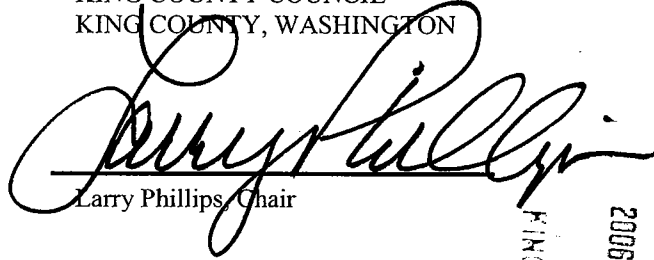
61 SECTION 3. The county council finds as a fact and declares that an emergency
62 exists and that this ordinance is necessary for the immediate preservation of public peace,

63 health or safety or for the support of county government and its existing public
64 institutions.
65

Ordinance 15660 was introduced on 12/4/2006 and passed as amended by the Metropolitan King County Council on 12/11/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2006 DEC 19 PM 12:25
CLERK
KING COUNTY COUNCIL

APPROVED this ____ day of _____, 2006.

Ron Sims, County Executive

- Attachments**
- A. An Interlocal Agreement Revised Between King County and the King Conservation District Relating to Natural Resource Conservation, dated December 11, 2006

1 **AN INTERLOCAL AGREEMENT REVISED BETWEEN**
2 **KING COUNTY AND THE KING CONSERVATION DISTRICT**
3 **RELATING TO NATURAL RESOURCE CONSERVATION**
4
5

6 THIS AGREEMENT is entered into by and between King County, a Washington municipal
7 corporation (hereinafter referred to as the "County"), and the King Conservation District, a
8 governmental subdivision of the state of Washington organized under Chapter 89.08 RCW
9 (hereinafter referred to as the "District"):

10 **RECITALS**

11 WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW
12 89.08.341, the County and the District are authorized to enter into this Agreement for the
13 purpose of engaging in cooperative efforts to promote, facilitate and undertake programs and
14 activities relating to the conservation of natural resources; and

15 WHEREAS, the District was established in 1949 pursuant to Chapter 89.08 RCW
16 with the purpose and authority to undertake programs and activities to protect and conserve
17 natural resources throughout King County; and

18 WHEREAS, since its inception the District has developed an expertise in the
19 management of soil, water and natural resources to protect and conserve the environment and
20 local economies and the District has earned a reputation among landowners as an
21 organization that understands and appreciates their needs; and

22 WHEREAS, the District historically has worked predominantly with farm and rural
23 landowners and more recently the District is being called upon to apply its land and resource
24 management expertise to support landowners in urban, suburban and marine shoreline areas
25 in King County; and

26 WHEREAS, the District's relationship with the Natural Resources Conservation
27 Service of the United States Department of Agriculture and other federal and state agencies
28 strengthens its ability to preserve and protect natural resources in King County through
29 access to federal and state funded programs; and

30 WHEREAS, the County has an interest in protecting the quality of its water to
31 enhance human health and the health of its aquatic and riparian habitats, and is obligated
32 under its National Pollution Discharge Elimination System permit to do so; and

33 WHEREAS, the County's Critical Areas Ordinance provides for King County
34 landowners to work with the District to bring agricultural practices into compliance with
35 water quality and critical area standards and that the District is likely to be requested by King
36 County to provide similar services under the County's Zoning Code; and

Ordinance 15660
ATTACHMENT A
December 11, 2006

37. WHEREAS, the County has a variety of programs and regulations that relate to farm
38 practices and the preservation of natural resources that are best implemented in cooperation
39 and coordination with the District; and

40 WHEREAS, municipal and county governments and other stakeholders have over the
41 past six years invested major efforts in completing salmon habitat conservation plans through
42 the mechanism of Water Resource Inventory Area (WRIA) planning processes authorized by
43 the Washington Salmon Recovery Act, Chapter 77.85 RCW, and these planning processes
44 have been coordinated by the WRIA 8 Forum, the WRIA 9 Forum, and the Snoqualmie
45 Watershed Forum, which are composed of local jurisdictions and stakeholders that have
46 joined themselves under interlocal agreements to promote salmon recovery in the WRIA 8
47 and 9 and Snoqualmie watershed areas; and

48 WHEREAS, the District over the past six years has been instrumental in the
49 development of the WRIA 8, WRIA 9 and the Snoqualmie Watershed salmon habitat
50 conservation plans by providing on an annual basis critical funding resources to the forums
51 through a grants program that has helped the member jurisdictions successfully complete
52 such plans and implement early actions and projects that were consistent with the developing
53 plans; and

54 WHEREAS, the member jurisdictions of each of the forums have approved the
55 salmon habitat conservation plans and now seek continued assistance from the District so as
56 to further implement the activities and projects recommended by the approved plans in order
57 to promote the recovery of salmon in the Puget Sound region; and

58 WHEREAS, the County, both in its capacity as a member jurisdiction within each forum,
59 and as service provider to each of the three forums, supports the implementation of the approved
60 plans and supports the District's continued involvement in providing financial assistance to the
61 forums so as to bring about the successful implementation of the plans; and
62

63 WHEREAS, a key component of the WRIA watershed plans is a focus on
64 programmatic efforts working with private landowners on a voluntary basis to educate and
65 support the voluntary implementation of Best Management Practices (BMPs) on private
66 lands; and

67 WHEREAS, such programmatic efforts are known to be critical to the success of
68 natural resource conservation programs and are congruent with the District's mission and
69 statutory mandate; and

70 WHEREAS, pursuant to RCW 89.08.400 the County has been given the authority to
71 impose special assessments on lands within the District for a period or periods each not to
72 exceed ten years in duration to fund the District's conservation programs and activities; and

73 WHEREAS, pursuant to RCW 89.08.400 the District is required on or before the first
74 day of August in the year prior to which the District is proposing that a special assessment be
75 imposed to file with the County a proposed system of assessments, indicating the years

76 during which the District proposes that a special assessment be imposed, along with a
77 proposed budget for the District's Program of Work for the succeeding year; and

78 WHEREAS, in order for the County to adopt a system of assessments under RCW
79 89.08.400 for the benefit of the District's conservation programs and activities, the County
80 must find that the public interest will be served by the imposition of the special assessments
81 and that the special assessments to be imposed on any land will not exceed the special benefit
82 that the land receives or will receive from the District's programs and activities; and

83 WHEREAS, the County and the District desire to work cooperatively on natural
84 resource conservation efforts, including projects and activities to improve the quality of
85 water in the County and to assist landowners in King County to comply with laws and
86 regulations that protect the quality of the County's water, which activities have been declared
87 to be of a special benefit to lands pursuant to RCW 89.08.400(1); and

88 WHEREAS, the District acknowledges the County's responsibility to review annually
89 the Programs of Work approved by the District to ensure that the conservation programs and
90 activities to be funded by the special assessments satisfy the public interest requirement and
91 to confirm that the amount of special assessments imposed on any lands does not exceed the
92 special benefits to lands derived from the District's conservation programs and activities; and

93 WHEREAS, the County acknowledges that the District has historically prepared its
94 Programs of Work and associated budgets on an annual basis and that the District needs to
95 retain the right to prepare annually its Programs of Work and associated budgets so that they
96 may be based on current information and circumstances and, further, so that the District can
97 maintain some flexibility to address new or emerging conservation needs and requirements
98 which may vary from year to year and which may impact the District's Programs of Work
99 and associated budgets; and

100 WHEREAS, the County and the District share a mutual goal of providing a stable and
101 predictable source of funding for the District's conservation programs and activities so that
102 the District, the County, member jurisdictions, and other stakeholders who receive grants
103 from the District can develop and implement long range plans for natural resource
104 conservation activities which are congruent with the District's mission and statutory
105 mandate.

106 NOW, THEREFORE, in consideration of the mutual promises, benefits and
107 covenants contained herein, the parties hereto agree as follows:

108 I. PURPOSE OF THE AGREEMENT:

109 A. The recitals set forth above are incorporated herein by this reference.

110 B. The purpose of this Agreement is to establish and define the terms and conditions
111 for the cooperative efforts to be undertaken by the County and the District to promote,

112 facilitate and undertake certain conservation programs and activities to be funded, in whole
113 or in part, by the District's special assessment funds imposed under RCW 89.08.400.

114 II. DEFINITIONS:

115 A. "Program of Work" means a detailed statement or description of the conservation
116 programs and activities to be undertaken by the District for a particular calendar year using
117 special assessment funds authorized and imposed by the County for the benefit of the District
118 pursuant to RCW 89.08.400. A Program of Work will include a budget, broken out by major
119 activities, identifying the anticipated expenditure of the special assessment funds for the
120 District's conservation programs and activities described in the Program of Work.

121 B. "Advisory Committee" means a committee consisting of representatives of the
122 District and key stakeholder groups, including the County, member jurisdictions, and other
123 interested parties, that will assist the District in developing its Programs of Work and
124 reviewing the administration and implementation of such Programs of Work. The District
125 shall constitute the Advisory Committee in a manner that reflects its commitment to the
126 private landowner and to programmatic efforts, while including financial and scientific
127 expertise from the County and balanced representation from the District, member
128 jurisdictions and the three WRIA watershed forums. The committee shall meet as often as is
129 reasonably necessary to assist in the District's development of its Programs of Work and to
130 adequately review the administration and implementation of such Programs of Work. The
131 committee will investigate the existence of updated or new relevant best science data or
132 indicators relating to, or affecting, natural resource conservation efforts, and will also
133 identify and make funding recommendations for landowner incentive programs which are
134 consistent with the WRIA-based Salmon Recovery Plans. The committee is advisory in
135 nature only and the committee does not have the authority to require the District to
136 implement the committee's recommendations. At the direction of the District, the
137 committee may present its best science and landowner incentive findings and
138 recommendations to the WRIA watershed forums and member jurisdictions.

139 III. RESPONSIBILITIES OF THE PARTIES:

140 A. THE DISTRICT

141 1. Cooperation with the County: The District agrees that it will cooperate with the
142 County by performing certain services or responsibilities that (a) have been properly defined
143 and formally accepted by the District, (b) are consistent with the requirements of Chapter
144 89.08 RCW, and (c) are adequately funded through special assessment funds designated for
145 such activities and approved by the District, or through other funding sources provided by the
146 County or third parties. The District agrees that these three standards set forth in (a), (b), and
147 (c) above are met for the services described in subsections (a) through (f) below, and agrees
148 to provide such services consistent with past practice and at historical levels. The District
149 further agrees that the provision of such services shall include:

150 a. Working with the County in performing specific natural resource

151 conservation functions as identified in the King County Code Titles 2, 9, 16 and 21A,
152 including continuation of collaborative work with King County and rural property owners for
153 natural resource conservation, landowner assistance and farm planning, particularly as
154 provided for in Title 21A and in accordance with past practices and historical levels for farm
155 plans.

156 b. Responding to citizen requests for natural resource conservation assistance
157 from landowners within District boundaries.

158 c. Convening the Advisory Committee at least twice a year to assist the
159 District in the development of its Programs of Work, and so that the committee can provide
160 input to the District on the District's administration and implementation of the Programs of
161 Work.

162 d. Providing annual reports, at the time of submittal of the annual Program of
163 Work, to the King County Council and Executive detailing work completed the prior year.

164 e. Administering grant programs with the WRIA forums and the member
165 jurisdictions, as provided for herein, in an efficient and timely manner.

166 f. Making a good faith effort to assist agencies of the County where its
167 expertise may be of use in performing other conservation programs or activities, to the extent
168 such programs and activities are consistent with Chapter 89.08 RCW and as District staffing
169 and resources allow.

170 2. Proposed System of Assessments and Program of Work: In accordance with
171 RCW 89.08.400, the District will submit to the County on or before August 1 of each year (a)
172 its proposed system of assessments if a new, amended, or extended assessment is being
173 sought and (b) its Program of Work for the succeeding year, which shall include the
174 allocations as specified in Section 3 below for calendar years 2007, 2008 and 2009. The
175 District shall work cooperatively with the Advisory Committee to develop each Program of
176 Work. However, the District shall not be obligated to accept the committee's
177 recommendations if the District believes that the committee's recommendations are not in the
178 best interest of the District's goals and program priorities. The District agrees that it will
179 spend funds collected through the special assessment imposed by the County in a manner
180 which is consistent with each Program of Work submitted to the County and that no such
181 funds will be spent for activities that are not specified in the annual Program of Work.

182 a. 2007 Program of Work. Prior to December 31, 2006, the District agrees
183 that it will adopt a revised 2007 Program of Work to include the allocations of assessment
184 funds raised through assessments imposed against parcels of real property in 2007 in
185 accordance with the allocations specified in Section 3 below.

186 b. Future Programs of Work. Future Programs of Work and associated budgets
187 approved by the District and submitted to the County for review during the term of
188 this Agreement are anticipated to be substantially similar to the 2007 Program of

Ordinance 15660
ATTACHMENT A
December 11, 2006

189 Work. However, the District and the County agree that they will reconsider the
190 allocations provided for in Section 3 below and if necessary the system of
191 assessments provided for in Section B.1. below and consider an amendment to such
192 allocations pursuant to Article IX below in the event of (1) new statutory
193 requirements that the District's Board of Supervisors are subject to general election
194 laws under Title 29 RCW which would result in significant election expenses being
195 incurred by the District, or (2) new unfunded mandates or program requirements that
196 are imposed by federal, state or local jurisdictions upon the District such that the
197 District is able to demonstrate that the cost of fulfilling such mandates amounts to
198 10% or more of the total amount collected by the District pursuant to the terms of
199 Section 3.c.below.

200
201 3. The Board of Supervisors of the King Conservation District agrees to prepare an annual *King*
202 *Conservation District Program of Work* that shall include the following stakeholder allocations
203 each year for the duration of the conservation assessment, effective from January 1, 2007 through
204 December 31, 2009:

205
206 a.) 50% of special assessment collections remitted to the District will be used to fund a grant
207 program in partnership with the three King County WRIA watershed forums identified as
208 follows: the Snoqualmie Watershed Forum, the WRIA 8 Watershed Forum¹, and the WRIA 9
209 Watershed Forum. The grant program will fund projects and programs as provided for and in
210 accordance with the priorities in the WRIA-based Salmon Recovery Plans approved by the
211 forum member jurisdictions as recommended to the District by each of the forums. In
212 addition, the District will work with the WRIA watershed forums to identify, implement and
213 fund landowner incentive programs which are consistent with the WRIA-based Salmon
214 Recovery Plans. The 50% allocation of special assessment collections is equivalent to
215 approximately \$5 per assessed parcel, less the fees authorized in 3.d. below. The WRIA
216 watershed forum stakeholder 50% allocation of special assessment collections will be
217 divided among the three King County WRIA watershed forums so that 20% of the
218 stakeholder allocation will be used to fund projects and programs in partnership with the
219 Snoqualmie Watershed Forum, 40% of the stakeholder allocation will be used to fund
220 activities in partnership with the WRIA 8 Watershed Forum, and 40% of the stakeholder
221 allocation will be used to fund activities in partnership with the WRIA 9 Watershed Forum.

222 b. 20% of special assessment collections remitted to the District will be used to fund a grant
223 program in partnership with member jurisdictions. The grant program will fund projects and
224 programs within a given jurisdiction as recommended to the District by that member
225 jurisdiction. The 20% allocation of special assessment collections is equivalent to
226 approximately \$2 per parcel within each jurisdiction, less the fees authorized in 3.d. below.
227 Each jurisdiction is to receive grant funds on the basis of the number of parcels assessed
228 within that jurisdiction.

¹ The WRIA 8 Watershed Forum will undergo a name change, effective January 1, 2007, and will be called the "WRIA 8 Salmon Recovery Council." All references herein to the WRIA 8 Watershed Forum or WRIA 8 Forum shall be interpreted as applying to the WRIA 8 Salmon Recovery Council, to the extent that such references apply on or after January 1, 2007. The use of the term "forums" shall likewise be interpreted to include and apply to the WRIA 8 Salmon Recovery Council.

229
230 c. 30% of special assessment collections remitted to the District will be used to fund other
231 District programs and services. The 30% allocation of special assessment collections is
232 equivalent to approximately \$3 per parcel, adjusted for the fees authorized in 3.d. below.

233
234 d. The King County Treasurer is authorized to deduct one percent of the collected special
235 assessments to cover the costs incurred by the County Treasurer and County Assessor in spreading
236 and collecting the special assessments; provided, however, that any portion of such amount in
237 excess of the actual costs of such work shall be transferred to the District to be used in accordance
238 with the terms of 3.c. above.. The District is authorized to retain a fiscal administration fee to
239 be used to cover administrative expenses, including costs associated with providing oversight
240 of all assessment collections remitted to the District, and for all contracts and grants
241 administered by the District; such fee shall not exceed 1% of all revenues derived from the
242 special assessments.

243
244
245
246 4. Service to Incorporated Areas: The District's Programs of Work will include
247 services to be provided to incorporated areas within the County, for which the District may
248 enter into separate agreements with other local governments.

249
250 5. Annual Reports: The District shall provide annual reports including specific
251 performance measures for completed work program activities to the King County Council
252 and Executive at the time of submittal of the annual Work Program detailing work completed
253 the prior year. The annual report shall be filed with the clerk of the council for distribution to
254 the chair of the natural resources and utilities committee, or its successor committee, to the
255 Executive, to each councilmember and to the lead staff for the natural resources and utilities
256 committee, or its successor committee. The annual reports shall describe progress achieved
257 towards work plan goals in terms of performance measures and report any barriers towards
258 achieving work plan goals. Specifically, the reports should address the completion of farm
259 plans, dairy nutrient management planning, landowner conservation services and
260 administration and finance operations of the District.

261 B. THE COUNTY

262 1. Approval of Assessment: The County will consider a system of special
263 assessments for the District in accordance with the requirements of RCW 89.08.400, which
264 shall be effective for one or more years, up to a maximum duration of ten years, to fund the
265 District's conservation programs and activities described in the Programs of Work. The
266 District has proposed a system of assessments for the period from January 1, 2007 through
267 December 31, 2011, which would provide a 5 year special assessment in the amount of \$9.98
268 per parcel with an additional fee of \$0.00 for parcels less than 1 acre in size, an additional fee
269 of \$0.01 for parcels between 1 and 5 acres in size, and an additional fee of \$0.02 for parcels
270 greater than 5 acres in size. This special assessment would apply to all lands within the

271 boundary of the District except those classified forestry, those owned by the federal
272 government, and those owned by federally recognized tribes or members of such tribes that
273 are located within the historical boundaries of a reservation.

274 2. Review of Programs of Work and Assessment: The special assessment for the
275 remaining years beyond the first year of any multi-year special assessment imposed by the
276 County may be modified or repealed by the County in its sole discretion on or before January
277 1 of any year. Any assessment funds collected by or for the benefit of the District based on a
278 previously adopted system of assessment will be used by the District in accordance with the
279 previously submitted Programs of Work submitted to support each such year's assessments.

280 3. Authorized Collection Fees: The King County Treasurer is authorized to deduct
281 one percent of the collected special assessments to cover the costs incurred by the County
282 Treasurer and County Assessor in spreading and collecting the special assessments; provided,
283 however, that any portion of such amount in excess of the actual costs of such work shall be
284 transferred to District to be used in accordance with the terms of III.A.3.c. above.4.
285 Cooperation with the District: The County, working through the Advisory Committee or at
286 the invitation of the District, will assist the District in the development and implementation
287 of the Programs of Work. Any agency of the County that has expertise, which may be of use
288 to the District, will make a good faith effort to assist the District, as requested and as
289 resources allow.

290 IV. MAINTENANCE OF RECORDS:

291 A. The parties agree to maintain accounts and records, including personnel, property,
292 financial and programmatic records and other such records as may be deemed necessary by
293 either party to ensure proper accounting for all funds expended from the District's
294 assessment. All such records shall sufficiently and properly reflect all direct and indirect
295 costs of any nature expended and services provided under this Agreement.

296 B. Records shall be maintained for a period of six (6) years after termination hereof
297 unless permission to destroy them is granted by the Office of the Archivist in accordance
298 with Chapter 40.14 RCW, or unless a longer retention period is required by law.

299 V. AUDITS AND EVALUATION:

300 A. To the extent permitted by law, the records and documents of the parties hereto
301 with respect to all matters covered by this Agreement shall be subject to inspection, review,
302 or audit by the other party during the performance of this Agreement and for six (6) years
303 after termination hereof.

304 B. The parties will cooperate with each other in order to review and evaluate the
305 procedures used to authorize the special assessments and the services provided under this
306 Agreement. The parties will make available to each other all information reasonably required
307 by any such review and evaluation process. Provided, however, each party may require the

308 other party to submit a formal request for information in accordance with applicable internal
309 policies or law.

310 VI. EFFECTIVENESS AND TERMINATION:

311 A. This Agreement shall become effective upon its signature by both the County and
312 the District, and shall terminate on December 31, 2009, unless it is terminated at an earlier
313 date pursuant to Section VI B. of this Agreement.

314 B. This Agreement also shall terminate if:

315 (1) The County, in its sole discretion, repeals the District's assessment

316 (2) The District requests that the County repeal its assessment.

317 Notwithstanding any of these actions, any assessment funds collected by or for the
318 benefit of the District based on a previously adopted system of assessment will be used by
319 the District in accordance with previously submitted Programs of Work.

320 VII. NONDISCRIMINATION:

321 Each party shall comply fully with applicable federal, state and local laws,
322 ordinances, executive orders and regulations, which prohibit discrimination. These laws
323 include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act
324 of 1964, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the
325 President of the United States and Executive Order 2001-R issued by the King County
326 Executive.

327 VIII. INDEMNIFICATION:

328 Each party hereto agrees, as authorized by law, to indemnify and hold harmless the
329 other party, its elected officials, employees and agents, for all claims (including demands,
330 suits, penalties, liabilities, damages, costs, expenses or loss of any kind or nature whatsoever
331 arising from or out of this Agreement) to the extent such a claim arises or is caused by the
332 indemnifying party's own negligence or that of its elected officials, employees or agents, in
333 performance of this Agreement. The foregoing indemnity is specifically and expressly intended to
334 constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title
335 51, as respects the other party only, and only to the extent necessary to provide the indemnified party
336 with a full and complete indemnity of claims made by the indemnitor's employees. The parties
337 acknowledge that these provisions were specifically negotiated and agreed upon by them.
338

339 IX. AMENDMENTS:

340 Amendments to the terms of this Agreement must be agreed to in writing by each
341 party and be approved by the County Council and the District's Board of Supervisors.

342

343 X. ENTIRE CONTRACT-WAIVER OF DEFAULT:

344 The parties hereto agree that this Agreement is a complete expression of the terms
345 hereto and any oral or written representations or understandings not incorporated herein are
346 excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent
347 default. Waiver of breach of any provision of this Agreement shall not be deemed to be a
348 waiver of any other or subsequent breach and shall not be construed to be a modification of
349 the terms of the Agreement unless stated to be such through written approval of the parties to
350 this Agreement. Each party shall carry out its duties under this agreement in good faith and in
351 accordance with legal requirements.

352 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
353 _____ day of _____, 2006.

King Conservation District

King County

Chair, Board of Supervisors

King County Executive

Approved as to Form:

Approved as to Form:

District Legal Counsel

Deputy Prosecuting Attorney

354

355