



**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.

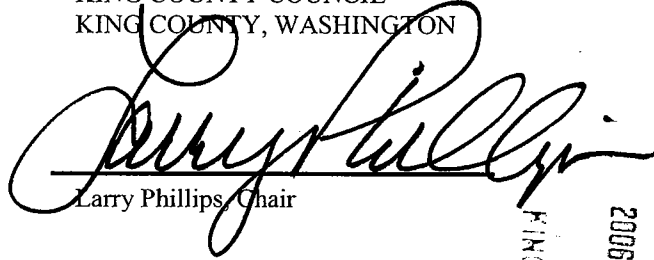
61 SECTION 3. The county council finds as a fact and declares that an emergency  
62 exists and that this ordinance is necessary for the immediate preservation of public peace,

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



**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 Forum<sup>1</sup>, 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.

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<sup>1</sup> 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

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355