

**AMENDMENT TO THE CONSERVATION FUTURES  
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF SEATTLE**

**COPY OF  
ORIGINAL FILED**

JUL 18 1997

**King County**

**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. Ordinance 9430 provided for the use of Conservation Futures Levy proceeds collected in the years 1990 through 1993 for the completion of projects as set forth in Ordinance 9071. Ordinance 10750 established a biennial allocation process beginning in January 1, 1994. Ordinances 12430 and 12500 provided for the use of Conservation Futures Levy proceeds collected in the years 1994 and 1995. Ordinance 12318 provided the City of Seattle with flexibility to transfer allocated but unexpended Conservation Futures Levy proceeds among various approved projects. This amendment is entered into to provide for the flexible reallocation of Seattle's Conservation Futures Levy proceeds among various approved Seattle projects, including those listed in Attachments A through J to the Interlocal Cooperation Agreement and those listed in Attachment K, which is attached to this amendment.

THIS AMENDMENT is entered into between the CITY OF SEATTLE ("City") and KING COUNTY, and amends and attaches to the existing Interlocal Cooperation Agreement entered into between the parties on the 5<sup>th</sup> day of June, 1990.

The parties agree to the following amendments:

**Amendment 1: Recitals**

A paragraph is hereby added to the Recitals Section:

"On June 3, 1996, the King County Council passed Ordinance 12318, which approved expanding the scope of the Seattle Annual Conservation Futures Tax Levy Program ("Annual CFT") Lakeridge Project, and authorized the utilization of Seattle Annual CFT Funds for any Seattle 1989 Open Space Bond Natural Area and Greenbelt Projects and other approved Seattle Annual CFT project costs, including Lakeridge Park and Kiwanis Ravine."

**Amendment 2: Article V. Conditions of Agreement**

Section 5.1 is deleted and replaced with the following:

Section 5.1 Project Description. Funds available pursuant to this agreement may be used only for Projects. Current Projects are listed in Attachments A through K. The County may approve other Projects in the future.

**Amendment 3: Article V. Conditions of Agreement**

Section 5.3 is deleted and replaced with the following:

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 by the County less approved expenses previously incurred in good faith to acquire the property for open space, plus accrued interest earnings on the unexpended balance. Alternatively the City may reprogram the unexpended balance to any other Project or may submit specific requests for reprogramming to new projects to the County for its approval. All new projects proposed for reprogramming must meet open space criteria as described in King County ordinance 8867, section 1, and Washington statute 84.34.020 RCW, be submitted to and recommended by the County's Citizen Oversight Committee or its successor, if any, and be approved by action of the King County Council. All requests for reprogramming to new projects shall be submitted to the County's Department of Natural Resources, Office of Open Space.

**Amendment 4: Article VII. Responsibilities of the County.**

Article VII, as previously amended, is deleted and replaced with the following:


Subject to the terms of this agreement, the County will provide Conservation Futures Levy Funds in the amounts shown in Attachments A through J to be used for the Projects listed in Attachments A through K. 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 J. The County assumes no obligation for 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.

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

  
\_\_\_\_\_  
Ron Sims  
King County Executive

7/16/97  
Date

Acting under the authority of  
Ordinance: 12318  
Dated: June 3, 1996

Approved as to form:

  
\_\_\_\_\_  
NORM MALENG  
King County Prosecuting Attorney

CITY OF SEATTLE

  
\_\_\_\_\_  
Norman B. Rice  
Mayor

JUNE 26, 1997  
Date

Acting under the authority of  
Ordinance: 118252  
Dated: August 26, 1996

Approved as to form:

  
\_\_\_\_\_  
MARK H. SIDRAN  
City Attorney

ATTACHMENT K

**City of Seattle**

**Additional Projects**

**Estimated  
Allocation**

Greenbelt Project  
Natural Areas Project

avail. balance  
avail. balance

**Additional Project Descriptions**

**Natural Areas and Greenbelt Projects:** These projects have scopes identical to the 1989 Open Space Bond Natural Areas and Greenbelt Projects.

**Amended Project Description**

**Lakeridge Project (expanded):** This project consists of vacant parcels immediately adjacent to Lakeridge Park, located on Rainier Avenue South.