

**INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN ISLAND COUNTY, WHIDBEY ISLAND CONSERVATION DISTRICT
AND SNOHOMISH CONSERVATION DISTRICT
REGARDING SPECIAL ASSESSMENTS**

This Agreement is entered into by Island County, a political subdivision of the State of Washington, the Whidbey Island Conservation District, and the Snohomish Conservation District, both being conservation district governmental subdivisions of the State of Washington established under Chapter 89.08 RCW. The Agreement is entered into as authorized by Chapter 39.34 RCW, the Interlocal Cooperation Act.

WHEREAS, on July 30, 2009 the supervisors of the Whidbey Island Conservation District and Snohomish Conservation District (which covers Camano Island) filed a joint Assessment Proposal Package with the Board of County Commissioners (Board) requesting that the Board consider and approve a proposed system of special assessments to support the conservation districts' programs and activities to conserve natural resources;

WHEREAS, the proposed system of special assessments calls for a five dollar flat rate plus five cents per acre per benefitted parcel assessment each year for ten consecutive years beginning in 2010;

WHEREAS, in order to accept and approve the proposed system of special assessments the Board must find that the public interest will be served by the imposition of the special assessments;

WHEREAS, the method of special assessments for conservation districts has been subject to litigation in the case of *James R. Cary, et al. v. Mason Conservation District and Mason County*, Court of Appeals, Division II, Docket No. 37981-3-II, and the Court of Appeals issued its decision in favor of the Mason Conservation District and Mason County on November 9, 2009, but that decision is not final until the Court issues its mandate;

WHEREAS, the Board concludes that acceptance and approval of the conservation districts' system of special assessments, as modified, would only be in the best interests of Island County government and its taxpayers if the conservation districts first agree to indemnify and hold harmless the County against claims arising out of the approval and implementation of the system of special assessments; NOW, THEREFORE,

IT IS AGREED:

1.0 PURPOSE

- A. The purpose of this Agreement is for the Whidbey Island Conservation District and Snohomish Conservation District (jointly hereafter referred to as "Conservation Districts") to indemnify and hold harmless Island County as set out in more detail in Section 2.0 below.
- B. It is understood by the parties to this Agreement that should the Conservation Districts' system of special assessments be determined invalid either through direct challenge, indirectly through case law dealing with another conservation district's special assessments, or by statutory change, the Board of Island County

Commissioners reserves the right to repeal its ordinance approving the Conservation Districts' system of special assessments.

2.0 INDEMNITY AND HOLD HARMLESS

The Whidbey Island Conservation District and Snohomish Conservation District each agree to protect, defend and hold harmless Island County, its elected and appointed officials, employees and agents, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense and attorney's fees, arising out of any actions, errors or omissions of the Conservation Districts, their officials, employees and agents, related to the Conservation Districts' system of special assessments that have been approved by the Board of Island County Commissioners at the Conservation Districts' request, except for claims, demands and causes of action arising from the sole negligence of Island County.

3.0 DURATION

This Agreement shall be in effect throughout the period of years that special assessments are imposed for the Conservation Districts, beginning with the date of the Board of County Commissioner's adoption of an ordinance accepting and approving the Conservation Districts' proposed system of special assessments, and continuing until the period of the statute of limitations has expired for any and all claims following the last assessment.

4.0 NO SEPARATE LEGAL ENTITY – ADMINISTRATORS OF AGREEMENT

No separate legal or administrative entity is being created by this agreement. The administrators of this agreement are:

Board of County Commissioners
P.O. Box 5000
Coupeville, WA 98239

Whidbey Island Conservation District Board
P.O. Box 490
Coupeville, WA 98239

Snohomish Conservation District Board
528 91st Ave NE, Ste A
Lake Stevens, WA 98258

5.0 NO JOINTLY HELD REAL OR PERSONAL PROPERTY/BUDGET

No real or personal property will be jointly acquired or held by the parties to this Agreement. Each party shall be responsible for its own real and personal property to fulfill the terms of this Agreement. Each party will budget and finance its own obligations under this Agreement.

6.0 EARLY TERMINATION OF AGREEMENT

This Agreement may be terminated before conclusion of the duration set forth in Section 3.0 above only upon future mutual written agreement of the parties

7.0 FILING OF AGREEMENT

Prior to its entry into force, this Agreement shall either be filed with the Island County Auditor or, alternatively, listed by subject on the Whidbey Island Conservation District or Snohomish Conservation District Internet website.

**Board of County Commissioners
Island County, Washington**

John Dean ¹¹⁻²⁵⁻⁰⁹

John Dean, Chairman Date

Helen Price Johnson

Helen Price Johnson, Member

Angie Homola

Angie Homola, Member

**Board of Supervisors
Whidbey Island Conservation District**

Karen Krug, Co-Chair Date

Fran Einterz, Co-Chair

**Board of Supervisors
Snohomish Conservation District**

Duane Weston, Chair Date

Bobbi Lindemulder, District Manager (acting)

w/SCD signatures

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**Board of County Commissioners
Island County, Washington**

**Board of Supervisors
Whidbey Island Conservation District**

John Dean, Chairman Date

Karen Krug, Co-Chair Date

Helen Price Johnson, Member

Fran Einterz, Co-Chair

Angie Homola, Member

**Board of Supervisors
Snohomish Conservation District**

Duane Weston *11/24/09*

Duane Weston, Chair Date

Bobbi Lindemulder *11-24-09*

Bobbi Lindemulder, District Manager (acting)

Resolution Dated: November 24, 2009

Resolved, the Board of Supervisors of the Snohomish Conservation District hereby approves the revised Interlocal Cooperation Act Agreement between Island County, Whidbey Island Conservation District, and Snohomish Conservation District Regarding Special Assessment, attached hereto.

Taken at the Special Board Meeting 11/24/2009 by unanimous decision of the quorum present:


Duane Weston, Chair

approved via phone
Mark Craven, Vice-Chair (via phone)

approved via phone
Adam Farnham (via phone)

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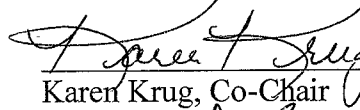
**Board of County Commissioners
Island County, Washington**

John Dean, Chairman Date

Helen Price Johnson, Member

Angie Homola, Member

**Board of Supervisors
Whidbey Island Conservation District**

 11/24/09

Karen Krug, Co-Chair Date

 12/24/09

Fran Einterz, Co-Chair

**Board of Supervisors
Snohomish Conservation District**


Duane Weston, Chair Date

Bobbi Lindemulder, District Manager (acting)

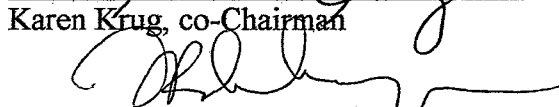
Resolution Dated: November 24, 2009

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Taken at the Special Board Meeting 11/24/2009 by unanimous decision of the quorum present:



Karen Krug, co-Chairman



Fran Einterz, co-Chairman



Rob Hallbauer, Internal Auditor



Duke LeBaron, Treasurer