

**THIRD AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE KING COUNTY FLOOD CONTROL ZONE DISTRICT
REGARDING FLOOD PROTECTION SERVICES**

THIS THIRD AMENDMENT to the “Interlocal Agreement Between King County and the King County Flood Control Zone District Regarding Flood Protection Services”, including all amendments thereto (“Agreement”), is entered into by KING COUNTY, a home rule charter County in the State of Washington (“County”) and KING COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”), and shall be effective upon execution by both Parties. The Parties agree to amend the Agreement as follows:

1. Section 13.1 is amended as follows:

13.1 This Agreement shall take effect January 1, 2009 and shall remain in effect through December 31, ~~2010~~2013. ~~The District may extend this Agreement once for two (2) years by sending notice to the County of its intention to extend the Agreement on or before December 31, 2010.~~

2. A new Section 13.4 is added as follows:

13.4 If the Legislature adopts a bill that authorizes the County to assume (abolish) the District unilaterally, and the County desires to assume the District, the County shall give to the Chair of the District Board of Supervisors and to the District's contact person in Section 15.1 of this Agreement written notice of its intent to assume the District. The County may give the notice only after the effective date of the bill. The notice shall state an effective date of the proposed assumption, which shall be at least sixty (60) days after the date of the notice. Before approving the assumption by ordinance, the County Council shall hold a public hearing on the proposed assumption. The approval ordinance shall provide for all aspects of the assumption, including but not limited to vesting of District assets and property in the County.

3. Section 7 is amended as follows:

7. Public Outreach and Media Relations. To ensure clear and consistent communications with the public and outside agencies, all communications with the public and outside agencies regarding District and County flood protection services and programs shall identify such services and programs as “District” services and programs, and shall be handled in accordance with communications protocols developed by the District and the County.

4. Section 10.1 is amended as follows:

10.1. The County shall submit invoices for the cost of services and capital costs provided to the District to implement the annual work program. The invoices shall include all actual costs, plus administrative overhead costs, and

shall be in a form and shall contain information and data as required by the District Executive Director ~~substantially in the form of Attachment B to this Agreement.~~

5. Section 10.2 is amended as follows:

10.2. The County will submit invoices within thirty (30) days after the closing of the billing month in which the services are provided. The District will review and pay the invoice within sixty (60) ~~thirty (30)~~ days of receipt in accordance with procedures established by District resolution, if any. However, the District may postpone payment of the invoice if it is inaccurate or incomplete, in the opinion of the District. The District shall notify the County of any inaccuracy or incompleteness within thirty (30) days of receipt of the invoice. The County shall provide the requested information within thirty (30) days of the request. The District shall pay an invoice within thirty (30) days of the submittal of all requested information, and invoices that are not paid within that time are subject to statutorily-authorized interest charges.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed by their authorized representatives.

KING COUNTY

KING COUNTY FLOOD CONTROL
ZONE DISTRICT

Dow Constantine
King County Executive
Dated: _____

Julia Patterson
Chair of the Board of Supervisors
Dated: _____

Approved as to Form:
Dan Satterberg
King County Prosecuting Attorney

Approved as to Form:
Attorney for the District

By: _____
Senior Deputy Prosecuting Attorney
Dated: _____

Rod P. Kaseguma
Inslee, Best, Doezie & Ryder, P.S.
Dated: _____