



**King County**

**Jeanne Kohl-Welles**  
Councilmember, District Four  
**Metropolitan King County Council**

July 20, 2017

Fox Blackhorn  
Compliance Coordinator  
Public Disclosure Commission  
711 Capitol Way South – Suite 206  
Olympia, WA 98501

RE: Alleged violation of RCW 42.17A.710 for failure to list membership on Woodland Park Zoo Board on F-1 Statement of Personal Financial Affairs

Dear Mr. Blackhorn:

Thank you for allowing me the additional time to compile the documents and information you need to address my alleged violation.

First of all, it is my position that I did not make a mistake on my F-1 Statement. Given the wording of Question 5.A. on the F-1 (where I allegedly answered incorrectly), I did not perceive being on the Woodland Park Zoological Society board constituted being “an officer, director, general partner or trustee of any corporation, company, union, association, joint venture or other entity.” The wording is exceptionally unclear as it relates to ex officio board membership of a non-profit. The wording on the F-1 Supplement is perhaps more clear, as in Section A (1) the phrase “non-profit” is added before “organization.” (Interestingly, “company” is now removed from the description given on the F-1 in Question 5.A., and one may now be left to wonder about for-profit organizations.) As a side note, I suggest the PDC make the descriptions consistent in these two sections at the least, and that adding “board member” would create even more clarity.

However, I believe the technicalities above are moot points in my case, as I understand the PDC has held a position they reaffirmed again this year. In completing my F-1, I had also assumed that serving in my official capacity would not trigger disclosure requirements, and this seems consistent with the PDC’s policy that there is no legal obligation for elected officials to report participation on a local board or commission when that position is part of their official duties unless they, or a family member, received more than \$2,400 annually in compensation from the board or commission. And to be clear, neither I nor my spouse have received any compensation. If I am incorrect in my assumptions, I of course will comply with any directives issued by the PDC.

For over two decades as a state legislator and now a councilmember, I have been reporting my information to the PDC. I have always been honest and forthright, and I have received no previous

complaints or allegations. I was again honest and forthright in completing my F-1 for 2016, as I did not believe I needed to disclose positions I hold as part of my official duties as a King County Councilmember.

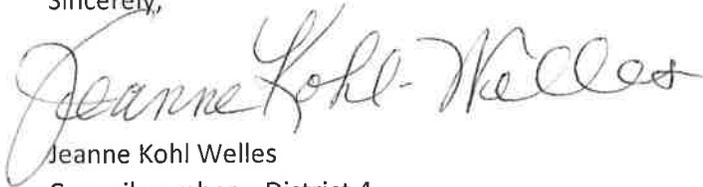
My position on the board of the Woodland Park Zoological Society is solely and directly due to my position as a Councilmember. Attached you will find three documents to illustrate that this position is part of my official capacity as a Councilmember: 1) the 2016 memorandum from the Council Chair that assigned me to the board; 2) the Woodland Park Zoological Society's by-laws that specify the Council's ability to appoint ex officio members under applicable local agreements (Section 3.1.3); and, 3) the 2014 levy agreement that specifies Council appointment of a board member under such an agreement (Section M).

In addition, I have made no effort to conceal my serving on the Woodland Park Zoological Society's Board. Although I have only attended a handful of meetings since becoming a board member, I have reported on them on the public record at Council meetings and I have them posted on my calendar, as well as my membership on my website.

To conclude, given the unclear language on the forms as well as the directive of the PDC relating to membership in one's official capacities, I believe this letter and the supporting documents will suffice to illustrate I did not make an error on my 2016 F-1, and that there was no requirement for me to disclose that membership or to provide the F-1 Supplement outlining the Zoo's financial information.

Again, thank you, and I look forward to your response.

Sincerely,

A handwritten signature in cursive script that reads "Jeanne Kohl Welles". The signature is written in dark ink and is positioned above the printed name.

Jeanne Kohl Welles

Councilmember – District 4

Metropolitan King County Council

## Fox Blackhorn

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**From:** Braddock, Shannon <Shannon.Braddock@kingcounty.gov>  
**Sent:** Monday, February 22, 2016 5:11 PM  
**To:** ZZGrp, Council All 12th Floor Staff  
**Cc:** Allison, Michelle; Deanna Dawson (Deanna@soundcities.org); nick.harper@seattle.gov  
**Subject:** 2016 Councilmember Membership on Outside Committees  
**Attachments:** 2016 Outside Committee Memo email final 2-22-16 docx.docx

Attached is the memo from Council Chair Joe McDermot= outlining King County Councilmember Membership on Outside Committees for =016. A signed copy of this memo has been delivered to each district office= Please let me know if you have any questions. Thank you!

Shannon Braddock  
Chief of Staff  
King County Councilmember Joe McDermott, District 8=o:p>  
**New Phone Number:** 206-477-0=82



**King County**

**Metropolitan King County Council**

**MEMORANDUM**

**February 22, 2016**

**TO: All Metropolitan King County Councilmembers**

**FM: Joe McDermott, Chair, Metropolitan King County Council**

**RE: 2016 Councilmember Membership on Outside Committees**

This memorandum identifies councilmember participation in a variety of outside committees requiring Council representation in 2016. It also identifies those committees that can be staffed by designated central staff appointed by the chair.

<p><b>Board of Health</b></p> <p>The Board of Health is constituted as a federated body, <b>with 10 voting members</b> and 1 nonvoting member. Eight of the 10 voting members are elected officials -- <b>3 from the Metropolitan King County Council with 1 alternate (whose votes are weighted as two votes)</b>, 3 from the Seattle City Council, and 2 from the Suburban Cities of King County. The two remaining voting members are health professionals that are selected by the other members of the Board. These health professionals serve as citizen public health experts, assisting the Board with complex, often technical public health issues. A third health professional serves as the nonvoting member.</p> <p><i>Meeting time: 1:30 p.m. on the 3<sup>rd</sup> Thursday of each month</i>  <i>Location: Meetings are held in the King County Council Chambers</i>  <i>Contact: Katherine Cortes 477-9733</i></p> <p><b>11 Total members (10 Voting)</b>  <i>Staff delegates not permitted</i></p>	<p>2016 Membership:  <b><u>3 Councilmembers, 1 alternate</u></b>                  Joe McDermott                  Kathy Lambert                  Rod Dembowski                  Alternate:                  Jeanne Kohl-Welles</p>
<p><b>All Home – Coordinating Board</b></p> <p>The Coordinating Board provides high-level oversight to All Home (formerly the Committee to End Homelessness). The Coordinating Board helps sustain the vision and leadership of the plan to make homelessness rare, brief and one-time, and guides planning, coordinates current funding, and works to create additional resources.</p> <p><i>Meeting time: first Wednesday of alternate months (February, April, etc), 2:00 - 4:00 p.m.</i>  <i>Location: varies (typically South Seattle College Georgetown Campus ; February meeting at different day and in Olympia )</i>  <i>Contact: Gretchen Bruce - 206-263-9085</i></p>	<p>2016 Membership  <b><u>1 Councilmember</u></b>                  Joe McDermott</p>
<p><b>Cultural Development Authority Board (4Culture)</b></p> <p>Develops and implements arts programs in King County and facilitates local arts commissions and other arts organizations in the County. <b>(K.C.C. 2.49)</b></p> <p><i>Meeting time: 4:00-5:30 p.m., January 28, February 25, March 25, April 22, May 27, June 24, September 23, October 28, and December 2</i>  <i>Location: 4Culture, 101 Prefontaine Place South, Seattle 98104.</i>  <i>Contact: Melissa Newbill 296-4816, Melissa.newbill@4culture.org</i></p> <p><b>19 total members (15 total voting members, 3 ex-officio KC)</b></p>	<p>2016 Membership  <b><u>3 Councilmembers</u></b>                  Claudia Balducci                  Jeanne Kohl-Welles                  Dave Upthegrove</p>

<p><b>Councilmembers)</b>  <i>Staff delegates are permitted [meetings are open to the public]</i></p>	
	2016 Membership
<p><b>Eastside Rail Corridor Regional Advisory Committee</b></p> <p>Motion 13801 identified the membership of the ERC regional advisory council as three King County councilmembers, the King County Executive or the Executive's designee, one representative from the city of Redmond, one representative from the city of Kirkland, one representative from Puget Sound Energy and one representative from Sound Transit,</p> <p><i>Contact: Deb Eddy</i></p> <p><b>8 Total Members</b>  <i>Staff are permitted to act as Councilmembers' alternates</i></p>	<p><b><u>3 Councilmembers</u></b></p> <p>Kathy Lambert  Reagan Dunn  Claudia Balducci</p>
	2016 Membership
<p><b>Economic Development Council of Seattle and King County</b></p> <p>Established under state law, this public/private partnership offers a point of contact for businesses locating in the region. Another priority of the agency is retention of businesses in the area. (<b>Motion 6053</b>)  <b>(Bylaws allow one Board Director who is a King County Councilmember representing Council districts outside the City of Seattle).</b></p> <p><i>Meeting time: February 26, 3-4:30 p.m., June 2, 7:30-9:30 a.m., September 24, 3-4:30 p.m.; Board retreat, November 18, 7:30-10:30 a.m.</i></p> <p><i>Meeting location: TBD</i></p> <p><i>Contact: Frances Robertson. 206-389-8661</i>  <a href="http://www.enterpriseseattle.org">www.enterpriseseattle.org</a></p> <p><i>Sometimes staff delegates permitted on a meeting by meeting basis but Frances would like a call or email beforehand.</i></p>	<p><b><u>1 Councilmember</u></b></p> <p>Rod Dembowski</p>
	2016 Membership
<p><b>Forecast Council</b></p> <p>The Forecast Council will be a body with representation from the executive and legislative branches; it will be responsible for adopting forecasts that guide the Executive and the Council in the annual budget adoption process. The King County Charter requires that the Forecast Council and Office of Economic and Financial Analysis (OEFA) be established by ordinance. (Ordinance #2009.0157)</p> <p><i>Meeting time: TBD</i>  <i>Location: Council Chambers; members schedule meeting dates (4 per year)</i>  <i>Contact: Patrick Hamacher 477-0880 Rachelle Celebrezze 477-0897</i></p>	<p><b><u>2 Councilmembers</u></b></p> <p>Kathy Lambert  Dave Uptegrove</p>

<p><b>4 Total Members</b> <i>Staff delegates not permitted</i></p>	
<p><b>Growth Management Planning Council</b> The Growth Management Planning Council (GMPC) consists of elected officials from King County, Seattle, Bellevue, and the Sound Cities Association. Representatives of special purpose districts serve as ex-officio members. The role of the GMPC is to oversee development and implementation of the Countywide Planning Policies, which serve as a framework for each jurisdiction’s comprehensive plan and to serve as a forum for regional policy issues. The GMPC Executive meetings and deals with administrative matters and meets on an as-needed basis. <b>(RCW 36.70A; Motion 8733)</b></p> <p><i>Meeting time: 4:00 – 6:00 p.m., March 30, May 25, September 28, November 30</i> <i>Location: PSRC, 5<sup>th</sup> floor boardroom, 1011 Western Ave.</i> <i>Contact: Karen Wolf 263-9649, internal contact re: staffing Christine Jensen 477-5702</i></p> <p><b>23 Total Members</b> <b>6 King County positions – 1 Executive and 5 Councilmembers</b> <b>6 alternates positions</b> <i>No staff delegates permitted, but can have staff members in audience.</i></p>	<p>2016 Membership</p> <p><b><u>Executive + 5 Councilmembers</u></b></p> <p>Rod Dembowski Joe McDermott Kathy Lambert Jeanne Kohl-Welles Reagan Dunn</p> <p><b><u>Alternates</u></b> Dave Upthegrove</p>
<p><b>GMPC Executive Committee</b></p> <p><i>Meeting time: meets electronically 2 weeks prior to GMPC</i> <i>Contact: Karen Wolf 263-9649, internal contact re: staffing Christine Jensen 477-5702</i></p>	<p>2016 Membership</p> <p><b><u>1 Councilmember</u></b> Joe McDermott</p>
<p><b>Puget Sound Regional Council</b></p> <p>Established by interlocal agreement as the regional transportation planning organization for Snohomish, King Pierce and Kitsap counties. Mandated by state law and consistent with regional growth management strategies <b>(Motion 8383)</b></p> <p><i>Contact: Sheila Rogers 464-5815</i></p>	<p>2016 Membership</p>
<p><b>PSRC General Assembly</b></p> <p><i>Meeting time: 11:30 a.m. – 1:30 p.m., March 31</i> <i>Location: Don James Center at Husky Stadium</i> <i>Contact: Sheila Rogers 464-5815, srogers@psrc.org</i></p> <p><b>Total all electeds in the 4 county PSRC region</b></p>	<p><b><u>Executive + All Councilmembers</u></b></p>

<p><i>No staff delegates permitted, but can have staff members in audience.</i></p>	
<p><b>PSRC Executive Board</b></p> <p><i>Meeting time: 10:00 - 11:30 a.m., 4<sup>th</sup> Thursday of the month, except August and a special meeting date in December (12/1); any changes, member's office will be sent an email</i></p> <p><i>Location: PSRC Boardroom, 1011 Western Ave Ste 500, Seattle</i></p> <p><i>Contact: Sheila Rogers 464-5815, <a href="mailto:srogers@psrc.org">srogers@psrc.org</a></i></p> <p><b>Total 32 board members (26 voting)</b>  <b>2 King County positions – 1 Executive and 1 councilmember</b>  <b>2 alternates positions</b></p> <p><i>No staff delegates permitted, but can have staff members in audience.</i></p>	<p><b><u>Executive + 1 Councilmember</u></b>                  Claudia Balducci</p> <p><b><u>Alternates</u></b></p> <p>Kathy Lambert                  Jeanne Kohl-Welles</p>
	<p>2016 Membership</p>
<p><b>PSRC Transportation Policy Board</b></p> <p><i>Meeting time: 9:30 a.m. – 11:30 a.m. on the 2<sup>nd</sup> Thursday of each month, except August; any changes, member's office will be sent an email</i></p> <p><i>Location: PSRC Boardroom, 1011 Western Ave Ste 500, Seattle</i></p> <p><i>Contact: Cheryl Saltys 464-6170 <a href="mailto:csaltys@psrc.org">csaltys@psrc.org</a></i></p> <p><b>Total 45 board members (26 voting, 19 nonvoting)</b>  <b>3 King County positions – 2 councilmembers and 1 councilmember representing Metro Transit</b>  <b>2 alternates positions</b></p> <p><i>No staff delegates, but can have staff members in audience.</i></p>	<p><b><u>2 Councilmembers + Local Transit</u></b>                  Kathy Lambert                  Claudia Balducci</p> <p>Joe McDermott                  (Transit)</p> <p><b><u>Alternates</u></b></p>
	<p>2016 Membership</p>
<p><b>PSRC Economic Development District Board</b></p> <p><i>Meeting time: 1-3 p.m., March 2, June 1, September 7, December 7; any changes, member's office will be sent an email</i></p> <p><i>Location: PSRC Boardroom, 1011 Western Avenue, 5th Floor, Seattle</i></p> <p><i>Contact: <a href="mailto:Ruth.Purdue@psrc.org">Ruth Purdue</a>, 206-464-7528</i></p> <p><b>2 King County positions – 1 Executive and 1 councilmember</b></p> <p><b>2 alternates for councilmember position – 1 must be a councilmember, and an additional staff alternate is available with limited voting rights</b></p>	<p><b><u>Executive + 1 Councilmember</u></b>                  Reagan Dunn</p> <p><b><u>Alternates</u></b></p>
	<p>2016 Membership</p>
<p><b>PSRC Growth Management Policy Board</b></p> <p><i>Meeting time: 10 a.m. – 12 p.m., 1<sup>st</sup> Thursday of the month, except August and December; any changes, member's office will be sent an email</i></p> <p><i>Location: PSRC Boardroom, 1011 Western Ave Ste 500, Seattle; any change in</i></p>	<p><b><u>2 Councilmembers</u></b></p> <p>Jeanne Kohl-Welles                  Larry Gossett</p>

<p><i>meeting councilmembers will be sent an email</i>  <b>Contact:</b> Lori Jacobs 971-3284 <a href="mailto:ljacobs@psrc.org">ljacobs@psrc.org</a></p> <p><b>Total 31 (20 voting and 11 nonvoting)</b>  <b>2 King County Councilmember positions</b>  <b>2 alternates positions</b>  <i>No staff delegates, but can have staff members in audience.</i></p>	<p><b><u>Alternates</u></b></p>
<p>2016 Membership</p>	
<p><b>PSRC Operations Committee</b></p> <p>The Operations Committee is composed of Executive Board members and chaired by PSRC’s vice president. The Committee reviews and makes recommendations to the Executive Board on the budget and work program, and on contracts and other financial and personnel issues. The Operations Committee general meets monthly.</p> <p><b>Meeting time:</b> 9:00-10:00 a.m., 4<sup>th</sup> Thursday of the month, except August and a special meeting date in December (12/1); any changes, member’s office will be sent an email  <b>Location:</b> PSRC central meeting room, 1011 Western Ave Ste 500, Seattle  <b>Contact:</b> Casey Moreau 206 464-7091 <a href="mailto:cmoreau@psrc.org">cmoreau@psrc.org</a></p> <p><b>10 total members</b>  <b>2 King County Councilmember positions (must be from Executive Board membership)</b>  <b>2 alternates positions (must be from Executive Board membership)</b>  <i>No staff delegates, but can have staff members in audience.</i></p>	<p><b><u>2 Councilmembers</u></b>                  Kathy Lambert                  Claudia Balducci</p> <p><b><u>Alternates</u></b></p>
<p>2016 Membership</p>	
<p><b>Sound Transit – Board</b></p> <p>The regional transit authority was formed under the authority of state law with the concurrence of King, Pierce and by Snohomish counties. Board members are county and city elected officials appointed the county executive and confirmed by the council. The RTA oversees all aspects of development of a high capacity regional transit system. Under the code councilmembers serve a four year term. <b>(RCW 81.112)</b></p> <p><b>Meeting time:</b> 1:30 - 4:30 p.m., January 22, February 26, March 26, April 23, May 28, June 25, July 23, August 27, September 24, October 22, November 19, December 17  <b>Contact:</b> Taylor Barros 903-7463</p>	<p><b><u>Councilmembers</u></b></p> <p>Pete von Reichbauer                  Joe McDermott                  Dave Upthegrove                  Claudia Balducci</p>
<p>2016 Membership</p>	
<p><b>Sound Transit Executive Committee</b></p> <p><b>Meeting time:</b> 10:30 a. m. to 12 p.m. on the 1<sup>st</sup> Thursday of each month;  <i>January cancelled</i>  <b>Location:</b> Sound Transit (Union Station, 4<sup>th</sup> and Jackson, Seattle), Ruth Fisher Boardroom</p>	<p><b><u>1 Councilmember</u></b></p> <p>Joe McDermott</p>

	2016 Membership
<p><b>Sound Transit Capital Committee</b></p> <p><i>Meeting time: 1:30 p.m. – 4:00 p.m. 2<sup>nd</sup> Thursday of each month</i>  <i>Location: Sound Transit (Union Station, 4<sup>th</sup> and Jackson, Seattle), Ruth Fisher Boardroom</i></p>	<p><b><u>Councilmembers</u></b>                  Dave Upthegrove                  Claudia Balducci</p>
	2016 Membership
<p><b>Sound Transit Audit and Reporting Subcommittee</b></p> <p><i>Meeting times: 4<sup>th</sup> Thursdays Quarterly TBD; 11:30 – 12:30pm, Holidays will be rescheduled</i>  <i>Location: Sound Transit (Union Station, 4<sup>th</sup> and Jackson, Seattle), Ruth Fisher Boardroom</i></p>	<p><b><u>Councilmembers</u></b>                  Joe McDermott</p>
	2016 Membership
<p><b>Sound Transit Operations &amp; Administration Committee</b></p> <p><i>Meeting time: 1:00 p.m. – 3:00 p.m., 1st Thursday of each month</i>  <i>Location: Sound Transit (Union Station, 4<sup>th</sup> and Jackson, Seattle), Ruth Fisher Boardroom</i></p>	<p><b><u>Councilmembers</u></b>                  Pete von Reichbauer                  Dave Upthegrove</p>
	2016 Membership
<p><b>Washington State Association of Counties (WSAC)</b></p> <p>Agency established under state law and supported financially by counties to coordinate county administrative programs, prepare annual reports, and work with the legislature and governor on issues of concern to county government. (RCW 36.32)</p> <p><b>Board of Directors:</b> One Councilmember and County Executive (additional councilmembers may serve if elected to an officer position at the WSAC annual meeting).</p> <p><b>Audit and Performance:</b> Subcommittee</p> <p><b>Legislative Steering Committee:</b> County executive and other appointments made by the president of WSAC.</p> <p><i>Meeting times: Legislative Steering Committee, 8:00 a. m., Jan 23, Feb 6; Feb. 20, Mar 6</i>  <i>Location: Washington Counties Building, Olympia</i>  <i>Contact: Derek Anderson (360) 489-3020, <a href="mailto:danderson@wacounties.org">danderson@wacounties.org</a></i></p>	

<p><b>WSAC – Audit and Finance</b> – 2016 subcommittee and membership established by WSAC bylaws.</p> <p><i>Meeting times: TBD</i>  <i>Location: TBD – Determination of meetings is based on need. Email will be sent to audit committee.</i>  <i>Contact: Karlyn Shannon, WSAC Finance Director, 360-489-3017, <a href="mailto:kshannon@wacounties.org">kshannon@wacounties.org</a></i></p> <p><b>7 Total Members</b>  <i>No staff delegates</i></p>	<p>2016 Membership  <u><b>1 Councilmember</b></u>                  Kathy Lambert</p>
<p><b>WSAC Board of Directors</b> - Membership established by WSAC bylaws)</p> <p><i>Meeting: Feb.4, 2:00-5:00 p.m., WA Counties Building, Thurston County, Olympia; May 6, 5:00-8:00 p.m. TBD; May 7, 9:00 a.m. – 5:00 p.m. TBD, May 8, 8:00 a.m.-11:00 a.m. TBD, Sept 18 10:30 a.m.-2:30 p.m., Kittitas County, Nov. 17 noon-3:00 p.m. Skamania Lodge, Skamania County</i></p> <p><i>Contact: Karlyn Shannon, WSAC Finance Director, 360-489-3017, <a href="mailto:kshannon@wacounties.org">kshannon@wacounties.org</a></i></p> <p><b>24 Total members</b>  <i>No staff delegates</i></p>	<p>2016 Membership  <u><b>1 Councilmember</b></u>                  Kathy Lambert</p> <p><b>Alternate:</b>                  Reagan Dunn</p>
<p><b>WSAC Legislative Steering Committee (LSC)</b></p> <p>The LSC, as it is fondly referred to, is the Association's mechanism for setting WSAC's legislative priorities for each session, and it works on the issues with the executive branch agencies and through the legislative process. The committee is made up of a cross-section of the WSAC membership, appointed annually by the President (currently Commissioner Lynda Ring-Erickson - Mason County), and is co-chaired by two members. Each year, the LSC updates and submits to the general membership for approval a comprehensive set of policies and positions designed to guide both WSAC staff and its members during the legislative session. The LSC leads member involvement throughout the legislative session to call and visit legislators and assist in the successful implementation of WSAC's legislative priorities.</p> <p><i>Contact: Derek Anderson <a href="mailto:danderson@wacounties.org">danderson@wacounties.org</a></i></p> <p><b>39 Total members</b></p>	<p>2016 Membership  <u><b>1 Councilmember</b></u>                  Kathy Lambert</p> <p><b>Alternate</b>                  Reagan Dunn</p> <p><b>Alternate to the Executive:</b>                  Jeanne Kohl-Welles</p>

<p><i>No staff delegates</i></p>	
	<p>2016 Membership</p>
<p><b>The Woodland Park Zoological Society</b></p> <p>A Washington not-for-profit corporation formed for the purposes of supporting, stimulating interest in, and contributing to the quality of all aspects of Woodland Park Zoological Gardens in Seattle, Washington, and promoting public interest in and encouraging greater understanding of wildlife and its conservation and propagation. Woodland Park Zoo saves animals and their habitats through conservation leadership and engaging experiences, inspiring people to learn, care and act.</p> <p><b>Meeting times:</b> 4:00 – 6:30 p.m. on Tuesdays: January 27, March 24, May 19, June 23, September 22, December 1</p> <p><b>Location:</b> Woodland Park Zoo – Ed Center  <b>Contact:</b> zooinfo@zoo.org 206 548-2500  <b>Contact:</b> Sue Schultz, 206-258-2441</p> <p><i>No staff delegates</i></p>	<p><b><u>1 Councilmember</u></b></p> <p>Jeanne Kohl-Welles</p>
	<p>2016 Membership</p>
<p><b>*King County Flood Control Zone District Executive Committee</b></p> <p>This committee is a part of the King County Flood Control Zone District, a separate local government which consists of the nine members of the King County Council.</p> <p><b>Meeting time:</b> 9:30 a.m. on the 3rd Monday of each month  <b>Location:</b> King County Courthouse, 12<sup>th</sup> floor, Southwest</p> <p><i>Quarterly Board of Supervisors meets on the 2<sup>nd</sup> Monday of Jan, April, July and Oct. at 1:30 p.m. in King County Council chambers</i></p> <p><b>Contact:</b> Anne Noris, 477-1024, King County Council Clerk</p> <p><b>9 Total Members</b>  <i>No staff delegates</i></p>	<p><b><u>5 Councilmembers*</u></b></p> <p>Reagan Dunn, Chair  Pete von Reichbauer  Kathy Lambert  Dave Upthegrove  Claudia Balducci</p>
	<p>2016 Membership</p>

<p><b>Seattle-North King County Transportation Forum (SeaShore)</b></p> <p>Subregional mechanism for transportation planning and allocation of resources to road and transit improvements for Seattle and Shoreline.</p> <p><b>Meeting time:</b> 7:30 a.m.-9:00 a.m. on the 1st Friday of each month; July 5 meeting rescheduled for July 19.</p> <p><b>Location:</b> Shoreline City Hall</p> <p><b>Contact:</b> Wes Edwards 477-3812</p> <p><a href="http://www.kingcounty.gov/transportation/kcdot/PlanningandPolicy/RegionalTransportationPlanning/subareas.aspx">http://www.kingcounty.gov/transportation/kcdot/PlanningandPolicy/RegionalTransportationPlanning/subareas.aspx</a></p> <p><b>17 Members (9 Voting Members , 8 non-voting)</b> Staff delegates are permitted</p>	<p><b><u>2 Councilmembers</u></b> Rod Dembowski Jeanne Kohl-Welles</p>
<p><b>South County Area Transportation Board (SCATBD)</b></p> <p>Subregional mechanism for transportation planning and allocation of resources for road and transit improvement in the south part of the County. (<b>Motion 8788</b>)</p> <p><b>Meeting time:</b> 9 a.m.-11:00 a.m. on the 3<sup>rd</sup> Tuesday of each month</p> <p><b>Location:</b> SeaTac City Hall <b>Contact:</b> Paul Takamine 477-3822</p> <p><b>26 Total Members (7 non-voting, Pierce county has limited voting)</b> Staff delegates are permitted</p>	<p>2016 Membership <b><u>2 Councilmembers</u></b> Reagan Dunn Dave Uptegrove</p>
<p><b>Eastside Transportation Partnership (ETP)</b></p> <p>Sub-regional mechanism for transportation planning and allocation of resources to road and transit improvements on the Eastside. (<b>Motion 9832</b>)</p> <p><b>Meeting time:</b> 7:30am-9:30 am on the 2<sup>nd</sup> Friday of each month</p> <p><b>Location:</b> Boardroom of the Bellevue School District office (12111 NE 1st Street). April 12 and May 10 Bellevue City Hall)</p> <p><b>Contact:</b> Wes Edwards 477-3812</p> <p><b>37 Total Members (7 nonvoting, 30 voting)</b> No Staff Delegates</p>	<p>2016 Membership <b><u>2 Councilmembers</u></b> Kathy Lambert Claudia Balducci</p>
	<p>2016 Membership</p>

<p><b>Northshore Park and Recreation Service Area</b> - RCW 36.68.400, King and Snohomish counties, along with the City of Bothell, entered into an interlocal agreement in September 1988 to implement and govern the PRSA; and subsequent to the approval of said interlocal agreement, the City of Woodinville incorporated on March 31, 1993, and the City of Kenmore incorporated on August 31, 1998</p> <p><i>Meeting time: scheduled as needed</i></p> <p><i>Location: Northshore Senior Center, 10201 E Riverside Drive, Bothell, WA 98011</i></p> <p><i>Contact: Cheri Rondeau 425-501-2672, cherir@seniorservices.org</i></p> <p><b>7 Total Members</b> <i>No Staff Delegates</i></p>	<p><b><u>2 Councilmembers</u></b> Kathy Lambert Rod Dembowski</p>
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	2016 Membership
<p><b>Cedar River Council</b></p> <p>The Cedar River Council is a partnership of public and private interests concerned with the health of the Cedar River. The Council seeks the participation of elected officials including two county councilmembers, public agencies, the private sector, and rural landowners; the body is traditionally co-chaired by its county council representation.</p> <p><i>Meeting time: 7 p.m. on the 4<sup>th</sup> Tuesday of January, February, March, April, May, September, and October. 6 p.m. on the 4<sup>th</sup> Tuesday of June, July, and November. No meeting in August and December.</i></p> <p><i>Contact: Nathan Brown 206-477-4654</i></p> <p><b>27 Members Total, 2 KC Council Co-Chairs</b> <i>Staff delegates only when directed by Co-Chairs</i></p>	<p><b><u>1 Councilmember</u></b></p> <p>Jeanne Kohl-Welles</p>

	2016 Membership
<p><b>Children and Family Justice Center Project Oversight Committee</b></p> <p>The purpose of the Oversight Committee for the CFJC is to recommend policy decisions to the Executive on key aspects of the project related to the project organization structure, project delivery method, project management plan (PMP), and the selection of the facility programming consultant prior to the adoption of final Project Management Plan by the Executive in February 2013 Membership.</p> <p><i>Meeting time: Wednesdays at 7:45 a.m., County Administration Building, 8<sup>th</sup> Floor Conference Room</i></p> <p><i>Contact: Marissa Sindall, FMD, 296-0652 and Katherine Cortes, 477-9733</i></p> <p><i>Staff delegates allowed</i></p>	<p><b><u>Councilmember</u></b> Kathy Lambert Joe McDermott</p>
<p><b>Criminal Justice Council</b></p> <p>The King County Criminal Justice Council (CJ Council) is made up of the separately elected heads of the County's criminal justice agencies (i.e. the Sheriff, the Prosecuting Attorney, and the Presiding Judges of the Superior Court and District Court), the chair of the County Council's Law, Safety and Justice Committee, the directors of the jail, Department of Community and Human Services and the Department of Judicial Administration, the Administrator of the Office of Public Defense, the Budget Director and a representative from the Executive's Office.</p> <p><i>Meeting time: 12:00 - 1:00 p.m. on the 4<sup>th</sup> Wednesday of each month: Jan 22, Feb 26, March 26, April 23, May 28, June 25, July 23, August 27, Sept 24, Oct 22, Nov 26</i></p> <p><i>Location: King County Courthouse, Judicial Conference Room, 9th floor (C-912)</i> <i>Contact: Paul Sherfey 206-477-2472.</i></p> <p><i>Staff delegates permitted</i></p>	<p>2016 Membership</p> <p><b><u>1 Councilmember</u></b> Kathy Lambert</p> <p><b><u>Alternate</u></b> Larry Gossett</p>
<p><b>Deferred Compensation Board</b></p> <p>This program allows employees to defer a portion of their pre-tax income and invest the deferred income in a variety of investments that are offered by the program. The Deferred Compensation Board designs the plan (i.e., establishes the menu of investments offered by the plan), selects the plan administrator (currently T. Rowe Price) via an RFP process, and selects the investment managers. It monitors the performance of the investment managers and if performance is not meeting expectations, will occasionally replace an underperforming investment manager. The Board was created by Executive Policy, and includes a</p>	<p>2016 Membership</p> <p>2016 Patrick Hamacher</p>

<p>representative appointed by the Council. See the Executive Policy for more detail.</p> <p><b>Meeting time:</b> 2<sup>nd</sup> Wednesday of each month, 2-3:30 p.m.  <b>Location:</b> Chinook Bld., 2<sup>nd</sup> Floor, Rhododendron Conference Room  <b>Contact:</b> Osceola Collier-Brown 263-9250</p>	
	2016 Membership
<p><b>Executive Finance Committee</b></p> <p>Created by Executive order with the responsibility to invest County funds and redeem County securities in a judicious manner. The Code authorizes this committee to provide for interfund borrowing. (<b>K.C.C. 4.24; Executive Order 1008</b>) (<b>Council Chair or designee</b>)</p> <p><b>Meeting time:</b> 1:30 p.m. on 4th Wednesday of each month, Nov and Dec combined meeting  <b>Location:</b> King County Admin. Bldg, 6<sup>th</sup> floor, room 601  <b>Contact:</b> Patrick Hamacher 477-0880, Rachelle Celebrezze, 477-0897, Penny Larsen 263-9258, or Mike Smith 296-7311</p> <p><b>4 Total Members</b>          No staff delegates</p>	<p><b><u>1 Councilmember</u></b>          Dave Uptegrove</p> <p><i>2016 Staff Designee:</i>          Patrick Hamacher,          Rachelle Celebrezze</p>
	2016 Membership
<p><b>Hopelink</b> – provides social services in North and East King County, Washington between the I-90 corridor to the Seattle city limits and the Snohomish County line, and from the shores of Lake Washington to the crest of the Cascades, an area of 800 square miles.</p> <p><b>Meeting time:</b> Fourth Wednesday of the month at 6:30 p.m., except for March, July, November, and December  <b>Location:</b> Hopelink's Administrative Offices, Willow Creek Corporate Center, 10675 Willows Rd. NE, Suite 275, Redmond, WA 98052  <b>Contact:</b> Georgiana, 425-497-1409</p>	<p><b><u>Councilmember</u></b>          Kathy Lambert</p>
	2016 Membership

<p><b>Joint Advisory Group</b>  A forum for early policy level dialogue between the executive and the council on major capital project and major real estate matters. The items of discussion by the group should provide the executive and legislative branches of government an opportunity to explore and discuss emergent projects and issues, as well as ongoing proposals regarding major capital projects and major real estate projects (<b>RCW 4.06.10</b>). Membership must include Chair of Budget Committee and Chair of Government Accountability and Oversight (GAO) committee or those committees' successors.</p> <p><i>Meeting time: Fourth Friday of the month from 10:00 - 12:00 pm</i>  <i>Location: SW Conference Room</i>  <i>Contact: John Resha 477-0889, Patrick Hamacher 477-0880, Wendy Soo Hoo 477-0890, Gennevie Cook 477-0988, Michelle Allison (206) 477-3813 or Sid Bender 263-9681</i></p>	<p><b><u>Councilmembers</u></b>  Joe McDermott  Dave Upthegrove  Pete von Reichbauer</p> <p>Council Staff Designees  Patrick Hamacher  Wendy Soo Hoo  Rachelle Celebrezze  John Resha</p>
<p>2016 Membership</p>	<p>2016 Membership</p>
<p><b>King County Emergency Management Executive Board</b></p> <p>The King County Emergency Management Executive Board (KCEMEB) serves as the venue for the senior leadership of King County government to establish policy, provide guidance and promote the overall level of preparedness of King County governmental organizations.</p> <p><i>Contact: Rhonda Berry /Janine Weihe 477-0997</i>  <b><i>*Councilmembers do not sit on this board</i></b></p>	<p><b><u>2016 Council Staff Designee</u></b></p> <p><i>2016 Staff designee to be appointed</i></p>
<p>2016 Membership</p>	<p>2016 Membership</p>
<p><b>King County Emergency Managers Coordinating Council</b></p> <p>In support of the KCEMEB, recommend the formation of an Emergency Manager coordinating council. Composed of the senior Emergency Manager from county departments, the EMCC meets monthly to address emergency management specific issues that can be addressed at an operational level, as well as elevating issues as appropriate to the KCEMEB.</p> <p><i>Contact: Rhonda Berry /Janine Weihe 477-0997</i>  <b><i>*Councilmembers do not sit on this Council</i></b></p>	<p><b><u>2016 Council Staff Designee</u></b></p> <p><i>2016 Staff designee to be appointed</i></p>
<p>2016 Membership</p>	<p>2016 Membership</p>
<p><b>Mental Illness and Drug Dependency Oversight Committee – MIDD (Ordinance 16077)</b>  Created to advise both the Council and the King County Executive on the effectiveness of the county's mental health sales tax funded programs and evolving/emergent priorities for the use of the funds.</p> <p><i>Meeting time: The 4<sup>th</sup> Thursday of every even month except December, 12:15 p. m. – 1:45 p. m.</i></p>	<p><b><u>1 Councilmember</u></b>  Jeanne Kohl-Welles</p> <p><i>2016 Staff Designee:  Wendy Soo Hoo</i></p>

<p><i>Workgroups meet every 4<sup>th</sup> Thursday of every odd month from 12:15-1:45p.m. and on December 10, 2016.</i></p> <p><b>Location:</b> <i>Chinook Building, 5<sup>th</sup> and Jefferson, Room 121 -123</i></p> <p><b>Contact:</b> <i>Bryan Baird 263.8663, Wendy Soo Hoo 477-0890.</i></p> <p><b>30 members (half from King County, half from outside King County)</b></p> <p><i>Staff delegates are permitted – delegate form required</i></p>	
	2016 Membership
<p><b>NACo –The Board of Directors</b></p> <p>Elected and appointed county officials from active member counties or designated officials and are nominated at the Annual Conference to serve on the Board.</p> <p>The role of The Board of Directors is to:</p> <ul style="list-style-type: none"> <li>• Supervise, manage, and control the business and property of the association</li> <li>• Determine NACO’s mission as identified by the members</li> <li>• Monitor NACO’s success in fulfilling its mission</li> <li>• Ensure that NACO will be able to continue to fulfill its mission</li> </ul> <p><b>Meeting dates:</b></p> <p><i>NACO Legislative Conference – Feb. 21-25, 2016, Marriott Wardman Park, Washington D.C. Board meeting on Monday, February 23<sup>rd</sup>.</i></p> <p><i>Western Interstate Regional Conference – May 20-22, 2016. Kauai Hyatt Regency, Kauai, Hawaii. Board meeting on Thursday, May 21<sup>st</sup>.</i></p> <p><i>NACO Annual Conference – July 10-13, 2016. Mecklenburg County, NC. Board meeting on the 12<sup>th</sup> and 13<sup>th</sup>.</i></p> <p><i>NACO Fall Board Meeting – December 2-5, 2016. Colorado Springs, CO. Board meeting on the 4<sup>th</sup> and 5<sup>th</sup>.</i></p> <p><b>Contact:</b> <i>Phone: 202.393.6226.</i></p> <p><i>Meetings &amp; Conferences: <a href="mailto:nacomeetings@naco.org">nacomeetings@naco.org</a></i></p> <p><i>Legislative Issues: <a href="mailto:dcox@naco.org">dcox@naco.org</a></i></p> <p><i>Website Questions: <a href="mailto:webmaster@naco.org">webmaster@naco.org</a></i></p> <p><i>Address Changes: <a href="mailto:naco@naco.org">naco@naco.org</a></i></p>	

<p><b>NACO Cyber Security</b></p> <p>NICE aims to establish an operational, sustainable and continually improving cybersecurity education program for the nation to utilize sound cyber practices that will enhance the nation’s security.</p> <p><i>Meeting times: TBD</i>  <i>Location: TBD</i>  <i>Contact: Yejin Jang, 202.942.4239</i></p> <p><i>Staff are welcome , no delegation really</i></p>	<p><b><u>2 Councilmembers/</u></b>  <b><u>county</u></b>                  Kathy Lambert</p>
<p><b>NACo Health Steering Committee (HSC) -</b> All matters pertaining to public health and healthy communities, including disease and injury prevention and health promotion, health disparities reduction, financing delivering health care, including services for the uninsured, underinsured, and medically indigent, Medicaid, Medicare, long-term care, behavioral health services, substance abuse prevention and treatment, and services for persons with developmental disabilities</p> <p><i>Contact: Brian Bowden, 202.942.4275</i></p>	<p><b><u>2 Councilmembers/</u></b>  <b><u>county</u></b></p>
<p><b>NACo Healthy Counties Initiative Advisory Board -</b> Aims to enhance public/private partnerships in local health delivery, improve individual and community health, and assist counties to effectively implement federal health reform</p> <p><b>2016 Health, Justice &amp; Public Safety Forum will take place January 21-23 in Charleston County, SC</b></p> <p><i>Contact: Emmanuelle St. Jean, 202.942.4267</i></p>	<p><b><u>2 Councilmembers/</u></b>  <b><u>county</u></b>  <b><u>(not required)</u></b></p>
<p><b>NACo – Justice and Public Safety Steering Committee -</b> is responsible for deliberating and formulating NACo’s legislative advocacy on all matters pertaining to criminal justice and public safety, including criminal justice planning; law enforcement; courts; corrections; homeland security; community crime prevention; juvenile justice and delinquency prevention; emergency management; fire prevention and control; and civil disturbances.</p> <p><i>Contact: Yejin Jang, 202.942.4239</i></p>	<p><b><u>2 Councilmembers/</u></b>  <b><u>county</u></b>                  Kathy Lambert                  Reagan Dunn</p>
<p><b>Women of NACo Leadership Network</b></p> <p>WON serves as a communications network and issues forum for women county officials.</p> <p><i>Contact: Bev Schlotterbeck at 202.942.4249 or by e-mail to <a href="mailto:bschlott@naco.org">bschlott@naco.org</a>.</i></p>	<p><b><u>2 Councilmembers/</u></b>  <b><u>county</u></b>                  Kathy Lambert                  Jeanne Kohl-Welles</p>

<p><b>NACo Large Urban Counties Caucus (LUCC)</b> - the National Association of Counties' Large Urban County Caucus (LUCC), a bipartisan coalition of elected county executives, is prepared take advantage of new opportunities and address new challenges.</p> <p><b>2016 Leadership Symposium: October 14-16, King County, WA</b></p> <p><b>Contact:</b> Arlandis Rush, 202-942-4236</p>	<p><b><u>2 Councilmembers/county</u></b></p> <p>Reagan Dunn Jeanne Kohl-Welles</p>
	<p>2016 Membership</p>
<p><b>Mountains to Sound Greenway Trust (Board of Advisors)</b> The Mountains to Sound Greenway Trust leads and inspires action to conserve and enhance the landscape from Seattle across the Cascade Mountains to Central Washington, ensuring a long-term balance between people and nature</p> <p><b>Meeting Schedule:</b> 6:30-9:00p.m., February 11, April 8, and June 3 <b>Location:</b> Preston Community Center, 8625 310<sup>th</sup> Ave SE, Preston, WA 98050 <b>Contact:</b> Amy Brockhaus 206.382.5565 x24 <a href="mailto:amy.brockhaus@mtsgreenway.org">amy.brockhaus@mtsgreenway.org</a></p> <p><b>28 Total members on Board of Advisors</b> <i>Staff delegates are permitted</i></p>	<p><b><u>3 Councilmembers (no limit)</u></b></p> <p>Kathy Lambert Reagan Dunn Claudia Balducci Jeanne Kohl-Welles Rod Dembowski</p>
	<p>2016 Membership</p>
<p><b>Office of Public Defense</b> The mission of the Washington State Office of Public Defense (OPD) is "to implement the constitutional and statutory guarantees of counsel and to ensure the effective and efficient delivery of indigent defense services funded by the state... ." RCW 2.70.005. Established by the Legislature in 1996, OPD is an independent agency of the judicial branch.</p> <p><b>Meeting Schedule:</b> 9:30 a.m. – 11:30 a.m., Thursdays, quarterly, March 19, June 25, Sept. 17, Dec. 17 (telephone conference) <b>Location:</b> Administrative Office of the Courts, SeaTac Office Center-South Tower, 18000 International Boulevard, Suite 1106, SeaTac, WA 98188 <b>Contact:</b> Michelle Young, 360-586-3164 ext. 101</p> <p><b>13 Total Members</b> <i>Staff delegates are permitted with prior notification</i></p>	<p><b><u>1 Councilmember</u></b> Kathy Lambert</p>
	<p>2016 Membership</p>

<p><b>Performance Management Advisory Committee:</b>          The Performance Management Advisory Committee was established to facilitate legislative and executive branch collaboration and to review and make recommendations to the executive and the council regarding the performance management and accountability system. (<b>Ordinance 17834</b>)</p> <p><i>Please contact John Resha 206 477-0889 for more information.</i></p>	<p>Joe McDermott</p>
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<p><b>Protocol Committee</b>          Created by the Council as an interagency planning and coordinating committee on court issues related to new judicial positions, staffing, new technology, and case management. (<b>Ordinance 8936</b>)</p> <p><i>Meeting time: as needed</i>  <i>Contact: Angelina Jimeno 477-1352</i></p>	<p>2016 Membership  <u><b>1 Councilmember</b></u>          Claudia Balducci</p>
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<p><b>Public Records Committee</b>          Created to advise both the Council and the King County Executive on policy recommendations regarding public records, both paper and electronic. This committee addresses of privacy, access, charges and display of records on County websites; planning and implementation of a countywide records storage management plan; and a countywide electronic records management initiative.</p> <p><i>Meeting time: 3:30 p.m. -4:30 p.m. Feb 3, March 17, April 28, June 9, July 21, Sept 1, Oct 13, and Nov 24</i>  <i>Location: Room 115 Chinook Bldg,</i>  <i>Contact: Deborah Kennedy 477-0288</i></p> <p><u><b>*Councilmember has not served on this committee since its formation</b></u>  <b>20 Total Members</b></p>	<p>2016 Membership  <u><b>Councilmembers do not serve on this committee</b></u></p>
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<p><b>Regional Law, Safety and Justice Council</b>          Created by state law to coordinate regional criminal justice issues and plan future needs. (RCW 72.09.300; Motion 9197) (Two Councilmembers)</p> <p><i>Meeting time: Full Committee at 7:30 a. m. on the 4<sup>th</sup> Thursday of January, February, March, May, July, September, and December (Location: Seattle City Hall – Bertha K Landes room</i></p> <p><i>Steering Committee at 12-1p.m. on the first Wednesday of each month (Location: Seattle City Hall – OIR Conference Room)</i></p>	<p>2016 Membership  <u><b>1 Councilmember (more are welcome)</b></u>          Kathy Lambert          Jeanne Kohl-Welles</p>
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<p><b>Contact:</b> Joanne Fox – 263-9696</p> <p><b>Total Members varies – generally 35-40</b>  <i>Staff delegates okay</i></p>	
<p><b>Security Oversight Panel</b></p> <p>The Security Oversight Panel is a multi-agency advisory panel that recommends development and implementation of security plans for buildings housing county employees in downtown Seattle.</p> <p><b>Meeting time:</b> quarterly, 1:30-3:30 p.m.  <b>Location:</b> Southwest Conference Room</p>	<p>2016 Membership  <u><b>1 Councilmember</b></u>                  Kathy Lambert</p>
<p><b>Strategic Advisory Council (SAC)</b></p> <p>The SAC was created to advise the King County Executive in developing long-term strategic objectives for information technology deployment countywide. The SAC is chaired by the County executive and consists of two representatives of the council, the sheriff, the prosecuting attorney, the assessor, the CIO, presiding judge of the superior court, presiding judge of district courts, and external advisors from the public and private sector. <b>(Ordinance 14155)</b></p> <p><b>Meeting time:</b> once a year, March 21, 10:00 a.m.-noon  <b>Location:</b> King County Chinook Building, 401 5th Ave. Suite 800 Seattle, WA 98104 (Conf Rm 121/123) Council members will be notified via email for exact schedule  <b>Contact:</b> Zlata Kauzlaric 263-7896</p> <p><b>Currently 16 Total Members</b>  <i>Staff Delegates Permitted</i></p>	<p>2016 Membership  <u><b>2 Councilmembers</b></u>                  Kathy Lambert                  Jeanne Kohl-Welles</p> <p>Staff Designee:                  Jennifer Giambattista</p>
<p><b>Suburban King County Coordinating Council on Gangs</b></p> <p>The Suburban King County Coordinating Council on Gangs (“the Council”) is designed to break down the systemic and procedural barriers that dissuade cross-system collaboration, coordination, and integration. Based on an understanding of the complexities of youth violence and the recognition that no single branch of government, jurisdiction, or agency is equipped to effectively address this issue, the Council seeks to promote a comprehensive response in which community organizations, schools, law enforcement, and local government agencies work together to develop policy goals and action strategies that reflect the current landscape of youth violence and utilize the best information, research, and practices available.</p>	<p>2016 Membership  <u><b>Councilmembers</b></u>                  Kathy Lambert                  Larry Gossett</p>

<p><b>Meeting Schedule:</b> Jan 27, Additional dates TBD; 9:00 a.m. – 10:30 a.m.  <b>Location:</b> Judicial Conference Room on the 9<sup>th</sup> floor (C-912) of the KC Courthouse  <b>Contact:</b> Anica Stieve 206.696.7503, ext. 20</p>	
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	2016 Membership
<p><b>Trade Development Alliance</b>          Association of public and private entities whose mission is to make Greater Seattle one of North America’s premier centers for shipping, distribution, and commerce through international marketing and investment.  <b>(Motion 9339)</b></p> <p><b>Meeting time:</b> 7:30-9 a.m., January 23, March 20, May 8, September 18, and November 20; 12-1:30p.m., December 16  <b>Contact:</b> Tamara Thorhallsson, Executive Assistant and Special Projects</p> <p>Trade Development Alliance of Greater Seattle          P: +1.206.389.7301  <a href="http://www.seattletradealliance.com">www.seattletradealliance.com</a></p>	<p><b><u>Councilmember</u></b>          Pete von Reichbauer</p>

<p><b><u>Basin, Salmon Recovery Forums – Watershed Forums</u></b></p> <p>In October 1995, local jurisdictions in King County agreed to organize by geographic boundaries to work together on regional surface water issues. Watershed forums were created to address water quality, flood hazard reduction, and fish habitat preservation and restoration issues.</p>	

	2016 Membership
<p><b>WRIA – #7 Forum Snohomish</b></p> <p><b>Meeting time:</b> 1<sup>st</sup> Thursdays - February 4, May 5, August 4, October 6, November 3; 9:00 a.m. - 12:00 p.m.  <b>Location:</b> The Waltz Building, Snohomish, WA. Occasionally at alternate location.  <b>Contact:</b> Janne Kaje 477-4078</p>	<p>Erin Auzins (Council staff) represents Council</p>

	2016 Membership
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<p><b>WRIA - #7 Snoqualmie Watershed Forum</b></p> <p><b>Meeting time:</b>  <i>January 20, Carnation City Hall, 7-9p.m.,          March 16, Snoqualmie Tribal Offices, Snoqualmie 7-9p.m.          May 18*, Preston Community Center, Preston, Grant Review 6:30-9p.m.          July 2016**, Forum Project Tour &amp; Meeting, Carnation City Hall, Carnation, 5-9p.m.          September 21, Duvall TBD, 7-9p.m.          November 16, Snoqualmie City Hall, Snoqualmie, 6:30-9p.m.</i></p> <p><b>Contact:</b> <i>Janne Kaje 477-4078 Maureen Dahlstrom 477-4777</i></p> <p><b>11 Total Members (6 elected, 5 other)</b>  <i>Staff delegates not permitted</i></p>	<p><b><u>1 Councilmember [1 alternate]</u></b>          Kathy Lambert</p>
<p><b>WRIA #8 Salmon Recovery Council</b></p> <p><b>Meeting time:</b> <i>Summit on February 4, 9-4 at The Mountaineers/Sand Point.          Regular meetings 3:00 - 5:15 p.m., 3<sup>rd</sup> Thursday of every other month (March 17, May 19, July 21, Sept. 15, Oct. 7, Nov. 17).</i></p> <p><b>Location:</b> <i>Department of Ecology Northwest Regional Office, 3190 160th Ave. SE, Bellevue City Hall</i></p> <p><b>Contact:</b> <i>Linda Grob 206 477-4704</i></p> <p><b>Approximately 27 total members (17 elected, 8-10 others)</b>  <i>Staff delegates are permitted</i></p>	<p>2016 Membership  <b><u>Councilmember [can have alternate]</u></b>          Rod Dembowski          Alternate:          Jeanne Kohl-Welles</p>
<p><b>WRIA #9 Watershed Ecosystem Forum</b></p> <p><b>Meeting time:</b> <i>4:00 - 6:30 p.m., 2<sup>nd</sup> Thursday of each month, Feb 11, May 12, Aug 11, Nov 10 (Renton City Hall)</i></p> <p><b>Location:</b> <i>Renton City Hall, Council Chambers, 1055 S Grady Way</i></p> <p><b>Contact:</b> <i>Linda Grob 477-4704</i></p> <p><b><u>Management Committee</u></b>  <b>Meeting time:</b> <i>2:00 – 4:00 p.m., every 4<sup>th</sup> Wednesday quarterly meets on Jan 28, April 29, July 29, Oct 28</i>  <b>Location:</b> <i>Tukwila City Hall, conference room 3</i>  <b>Contact:</b> <i>Linda Grob 206 477-4704</i></p>	<p>2016 Membership  <b><u>Executive</u></b>  <b><u>Alternate to the Executive</u></b>          Dave Upthegrove</p>

<p><b>Approximately 27 total members (17 elected, 8-10 others)</b>  <i>Staff delegates are permitted</i></p>	
<p><b>King County Canvassing Board</b>                  Established by state statute to resolve all questions related to the legality of the ballot; the Board canvasses the votes in order to certify special, primary and general election results, and performs any other duty required by law or regulation. Designation may be made on an election-by-election basis or on a permanent basis. (RCW 29A.60.140)</p> <p><b>Meeting time:</b> Jan. 24, Feb. 6, 20, 24, 25; April 4, 17, 30, May 5, 6; July 18, 31, Aug. 14, 18, 19; Oct. 17, 30, Nov. 12, 20, 24, 25  <b>Contact:</b> Diane Toefield 296-3316</p>	<p>2016 Membership  <b><u>Council Chair's 2016 Designee:</u></b>                  Anne Noris,                  Clerk of the Council</p>
<p><b>King County Law Library Board</b>                  Governs the operation of the Public Law Library of King County established under state law to provide legal research materials to the courts, public officials, bar, and private citizens.                  (RCW 27.24.020)</p> <p><b>Meeting time:</b> 12:15 p.m. on the 3<sup>rd</sup> Wednesday of each month (2 special meetings in Room C201 May 7 and Dec. 2)  <b>Location:</b> C912 King County Courthouse  <b>Contact:</b> Rita Dermody, (206) 477-1310</p> <p><b>5 Total Members</b></p>	<p>2016 Membership  <b><u>Council Chair's 2016 Designee:</u></b>                  Jim Brewer,                  King County Council                  Legal Counsel</p>
<p><b>Washington State Association of Local Public Health Officials (WSALPHO) -</b>                  The mission of WSALPHO is to bring together the leadership of local public health departments and districts to encourage improvement in the quality, capacity, and leadership of local public health jurisdictions (LHJ) to provide a more effective, efficient and consistent public health infrastructure throughout the state.</p> <p><b>Contact:</b> Brad Banks, Tel: (360) 489-3011 <a href="mailto:bbanks@wacounties.org">bbanks@wacounties.org</a></p>	<p>2016 Membership  <b><u>Councilmembers</u></b>                  Joe McDermott</p>

cc: Metropolitan King County Council staff



WOODLAND PARK ZOO

**AMENDED AND RESTATED BYLAWS**

**WOODLAND PARK ZOOLOGICAL SOCIETY**

**PURPOSE**

The Woodland Park Zoological Society (the “Society”) is a Washington nonprofit corporation formed for the purposes stated in its Articles of Incorporation. These purposes include, but are not limited to, stewardship and oversight of, advocacy for and resource development on behalf of, the Woodland Park Zoo located at Seattle, Washington, to further the Woodland Park Zoo mission of conservation, education, animal care and zoo experience. Through this mission, and through conservation leadership, conservation education and engaging experiences, Woodland Park Zoo saves animals and their habitats, and inspires people to learn, care and act.

Subject to the Washington Nonprofit Corporation Act, as amended (the “Act”) and the Society’s Articles of Incorporation, the affairs of the Society shall be governed by the following.

**ARTICLE 1. MEMBERS**

As set forth in the Articles of Incorporation, the Society shall have no members within the meaning of the Act. The Society may, however, refer to persons associated with it as “Member” or “Society Member” even though such persons are not members within the statutory meaning, and any reference to a “Member” or “Membership” in these Articles of Incorporation or the Society’s Bylaws shall indicate a non-statutory member. The qualifications for membership, including dues, will be determined by the Board of Directors from time to time.

**ARTICLE 2. [RESERVED]**

**ARTICLE 3. BOARD OF DIRECTORS**

**3.1 Powers, Duties and Composition of Board.**

**3.1.1 General Powers.** The business and affairs of the Society shall be conducted under the direction of, and the control and disposal of the Society’s properties and funds shall be vested in, its Board of Directors, except as otherwise provided in the Act, the Society’s Articles of Incorporation or these Bylaws.

3.1.2 Duties of Directors. A director shall perform the duties of a director, including the duties as a member of any committee of the Board of Directors upon which the director may serve, in good faith, and in a manner such director believes to be in the best interests of the Society, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

3.1.3 Number of Directors. The Board of Directors shall consist of a minimum of three (3), excluding any *ex officio* directors, and not more than sixty (60) directors, including any *ex officio* directors and citizen directors proposed by City of Seattle or King County officials under any applicable agreements to which the Society is a party. The number of directors shall be set from time to time by a majority vote of the entire Board of Directors, unless otherwise increased or decreased as hereinafter provided. The number of directors may be increased or decreased (within the stated limits) at any time and from time to time by a majority vote of the Board of Directors or by amendment to these Bylaws, provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

3.1.4 Qualifications. Directors shall be individuals and have such other qualifications as the Board of Directors may prescribe by resolution or amendment to these Bylaws. The Board of Directors shall include individuals proposed by City of Seattle and/or King County officials in compliance with agreements to which the Society is a party.

3.1.5 Classification and Term. The directors may be divided into three (3) term classes. Subject to the provisions of Section 3.4, directors shall serve for a term of three (3) years, commencing on the date of election and each director shall hold office until his or her successor is elected and qualified, or until his or her death, resignation or removal. At each subsequent annual meeting of the Board of Directors, the successors of those directors whose term then expires shall be elected to serve for a term of three (3) years and until their successors are elected and qualified, or until their death, resignation or removal. Any director, including the initial directors, may serve an unlimited number of terms, including successive terms, and shall not be disqualified by reason of having served previously as a director.

## 3.2 Director and Officer Nominations.

3.2.1 Board Governance Committee. The Society shall have a Board Governance Committee, which shall be a Standing Committee. Each year, the Chair (or Co-Chairs), shall appoint a director as Chair of this Committee. This Committee shall be responsible for the cultivation, recruitment and presentation of nominees to serve as directors and officers of the Society. The Board Governance Committee shall present to the Board of Directors, not later than the first business day of November each year, the list of nominees, including at least one person for each position on the Board of Directors to be filled that year. The Committee also shall present to the Board no later than the first business day of November on alternate years, a slate of officers, who may be proposed by the Chair (or Co-Chairs), to replace those officers whose terms are about to expire.

3.2.2 Other Nominations: In addition to those director nominees presented by the Board Governance Committee, director nominees may be proposed by City of Seattle and/or King County officials, under applicable agreements to which the Society is a party.

3.3 Election. The Board of Directors shall elect new directors from among the nominees proposed by the Board Governance Committee or others as provided herein by written ballot at the annual meeting, except that, if the total number of nominees does not exceed the number of positions on the Board of Directors to be filled, the election may be held by voice vote at such meeting.

3.4 Vacancies. Any vacancy occurring in the Board of Directors, including any vacancy resulting from an increase in the number of directors as a result of an amendment to these Bylaws, may be filled by the Board of Directors. A director elected by the Board to fill a vacancy shall serve for the balance of the unexpired term of his or her predecessor in office; provided that, directors elected by the Board to fill newly created Board of Director positions shall serve only until the next annual meeting, at which time they may be nominated for election to a full term. Notwithstanding the foregoing, a vacancy in a citizen Board position under any applicable agreements with the City of Seattle or King County shall be filled by the Board, with a person proposed by a City or County official as provided in such agreement.

3.5 Ex officio Directors. The Board of Directors may appoint certain individuals to serve as *ex officio* directors, including but not limited to the Superintendent of Parks and Recreation for the City of Seattle; any elected official of the City of Seattle in the event he or she determines to serve in lieu of proposing a citizen to serve as a citizen director under any applicable agreements to which the Society is a party; the President and Chief Executive Officer of the Society, and any past Chairs of the Society who are not otherwise elected as directors. *Ex officio* directors shall receive notice of and be permitted to attend and participate in all meetings of the Board of Directors, but shall have no vote. *Ex officio* directors shall participate in person and not through designees.

### 3.6 Meetings.

3.6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least once each quarter (i.e., every three {3} months) on such dates and at such times as shall be determined by the Board Chair (or Co-Chairs). The schedule of regular meetings shall be delivered in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., email) to all directors in January of each year. The regular meeting to be held in December of each year shall be the annual meeting of the Board of Directors, and shall be held for the purpose of electing directors and officers and for transacting such other business as may properly come before the meeting. The failure to hold an annual meeting at the time stated in these Bylaws does not affect the validity of any corporate action.

3.6.2 Special Meetings. Special meetings of the Board of Directors may be called for any purpose by or at the request of the Chair (or Co-Chairs) or by the Secretary upon the written request of five (5) or more directors.

3.6.3 Participation by Telephone. Members of the Board of Directors or any Committee designated by the Board of Directors may participate in a meeting of such Board or Committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

3.6.4 Presumption of Assent. A director present at a Board of Directors meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting or unless such director files a dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment thereof or delivers such dissent or abstention in the form of a record (i.e., information inscribed on a tangible medium or contained in an electronic transmission) to the Secretary of the Society immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

### 3.7 Notices.

3.7.1 Public Notice. The Society shall comply with any requirements for public notice of Board meetings required under any applicable agreements with the City of Seattle.

3.7.2 Notices to Directors. Notice of each special meeting of the Board of Directors shall be transmitted to each director at his or her address shown on the records of the Society in a tangible medium (e.g., a letter or facsimile) or by an electronic transmission (e.g., email) (as provided in Section 3.7.3) at least two (2) business days before the meeting. If notice is given in a tangible medium, it may be transmitted by: mail, private carrier, or personal delivery; telegraph or teletype; or telephone, wire, or wireless equipment that transmits a facsimile of the notice. If such notice is mailed, it shall be deemed to be effective when deposited in the United States mail properly addressed, with postage prepaid. Other forms of notice transmitted in a tangible medium are effective when received. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director who attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is unlawfully called or convened. For the purposes of providing effective notice to directors, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.7.3 Notice by Electronic Transmission. If notice is provided in an electronic transmission, it must satisfy the following requirements:

(a) Notice to directors in an electronic transmission that otherwise complies with these Bylaws is effective only with respect to directors who have consented, in the form of a record (i.e., information inscribed on a tangible medium or contained in an electronic transmission), to receive notices by electronic transmission.

(i) Notice to directors includes material that these Bylaws require or permit to accompany the notice.

(ii) A director who provides consent, in the form of a record, to receipt of notices by electronic transmission shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be sent by electronic transmission.

(iii) A director who has consented to receipt of notices by electronic transmission may revoke the consent by delivering a revocation to the Society in the form of a record.

(iv) The consent of any director is revoked if the Society is unable to deliver two consecutive notices by electronic transmission in accordance with the consent, and this inability becomes known to the secretary of the Society or other person responsible for giving the notice. The inadvertent failure by the Society to treat this inability as a revocation does not invalidate any meeting or other action.

(b) Notice to directors who have consented to receipt of notices by electronic transmission may be provided by posting the notice on an electronic network and delivering to the director a separate record of the posting, together with instructions regarding how to obtain access to this posting on the electronic network.

(c) Notice provided in an electronic transmission is effective when it:

(i) Is given by electronic transmission to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient; or

(ii) Has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with instructions regarding how to obtain access to the posting on the electronic network.

3.8 Public Comment. The Chair (or Co-Chairs) shall provide for a public comment period at each meeting.

3.9 Resignation. Any director may resign at any time by delivering notice to the Chair (or Co-Chairs) or the Secretary in the form of a record (i.e., information inscribed on a tangible medium or contained in an electronic transmission) or by giving such notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective; provided however, that if the resignation would result in the Society having no directors or no director capable of serving as such, the resigning director shall continue to serve as a director until a successor director is appointed and qualifies as provided in these Bylaws or by resolution of the Board of Directors.

3.10 Quorum and Manner of Acting. One-third of the total number of voting directors in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise required by law, the Articles of Incorporation, or these Bylaws. Voting by proxy shall not be permitted.

3.11 Removal. At any meeting of the Board of Directors, one or more directors may be removed, with or without cause, by vote of a majority of all the directors then entitled to vote.

3.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or at a meeting of a committee of the Board of Directors may be taken without a meeting if a consent in the form of a record (i.e., information inscribed on a tangible medium or contained in an electronic transmission) setting forth the action to be taken is executed by each of the directors or all of the members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consents may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such consent shall be inserted in the minutes book of the Society as if it were the minutes of a meeting of the Board of Directors.

3.13 Committees of the Board of Directors.

3.13.1 Standing or Ad Hoc Committees. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more standing or *ad hoc* committees, each of which shall consist of two (2) or more directors. The members of each such committee, including the chairperson, shall be appointed by the Board, at the recommendation of the Chair (or Co-Chairs). The Chair (or Co-Chairs) shall be an *ex officio* member of all such committees. Such committees shall have and exercise the authority of the directors in the management of the Society, subject to such limitations as may be prescribed by the Board of Directors. Notwithstanding the foregoing, no committee shall have the authority of the Board of Directors to:

- a. amend, alter or repeal these Bylaws;
- b. elect, appoint or remove any member of any committee, any director or officer of the Society or the President and Chief Executive Officer of the Society;
- c. amend the Articles of Incorporation;
- d. adopt a plan of merger or consolidation with another corporation;
- e. authorize the sale, lease or exchange of all or substantially all of the property and assets of the Society, not in the ordinary course of business;
- f. authorize the voluntary dissolution of the Society or revoke proceedings therefor;

- g. adopt a plan for the distribution of the assets of the Society; or
- h. amend, alter or repeal any resolution of the Board which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board or Directors or any individual director of any responsibility imposed on him or her by law.

3.13.2 Quorum; Manner of Acting. A majority of the number of directors composing any committee shall constitute a quorum, and the act of a majority of the voting members of a committee present at a meeting at which a quorum is present shall be the act of the committee.

3.13.3 Resignation. Any member of any committee may resign at any time by delivering notice thereof in the form of a record (i.e., information inscribed on a tangible medium or contained in an electronic transmission) to the Chair (or Co-Chairs), the Secretary or the chairperson of such committee, or by giving such notice at any meeting of such committee. Any such resignation shall take effect at the time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.13.4 Removal of Committee Member. The Board of Directors, by resolution adopted by a majority of the directors at a meeting at which a quorum is present, may remove from office any member of any committee elected or appointed by it.

3.13.5 Executive Committee. The Society shall have an Executive Committee which shall be a Standing Committee of the Society. The Chair (or Co-Chairs), the Vice Chair, the Secretary, the Treasurer, and the immediate past Chair (or Co-Chairs), the Standing Committee Chairs, and no more than five at-large positions appointed by the Chair (or Co-Chairs) and the President and Chief Executive Officer of the Society, shall constitute an Executive Committee of the Board of Directors, which shall meet as necessary from time to time between regular and special meetings of the full Board of Directors to manage the affairs of the Society. The President and Chief Executive Officer of the Society shall be an *ex officio*, non-voting member of the Executive Committee. Subject to the limitations of Section 3.13.1, the Executive Committee shall have and be permitted to exercise the authority of the Board of Directors in the management of the Society; provided that the Executive Committee shall give a report to the full Board of Directors not later than at its next regular meeting summarizing all action taken under its authority to act on behalf of the Board of Directors.

3.14 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at Board of Directors meetings may be paid or reimbursed by the Society. Directors shall not be disqualified from receiving

reasonable compensation for services rendered to or for the benefit of the Society in any other capacity, including service as President and Chief Executive Officer.

#### **ARTICLE 4. ADVISORY COUNCIL**

The Board of Directors may, by resolution, establish one or more advisory councils. Members of any such advisory council may be appointed by the Chair or (Co-Chairs), without limitation as to total number. Any advisory council shall have such responsibilities and functions as the Board may determine from time to time, provided that in no event shall the advisory council possess the rights, powers and duties conferred on the Board of Directors of the Society by the Society's Articles of Incorporation, these Bylaws or the Act. The role, responsibilities and procedures for operation of the advisory council shall be as described in these Bylaws or in resolutions adopted by the Board of Directors.

#### **ARTICLE 5. OFFICERS**

5.1 Number. The officers of the Society shall be a President and Chief Executive Officer, a Chair (or Co-Chairs), a Vice Chair (or Vice Chairs), Immediate past Chair, a Secretary, and a Treasurer. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. All of the officers, except for the President and Chief Executive Officer, shall be Directors of the Society. Any two (2) or more offices may be held by the same person, except the offices of President and Chief Executive Officer and Secretary.

5.2 Term of Office and Election. Each officer shall serve a two-year term of office, except the President and Chief Executive Officer, who shall serve at the pleasure of the Board of Directors, and the Immediate Past Chair, who shall serve a one-year term. Officers shall be proposed and elected by the Board of Directors as provided herein. Each officer, except for the President and Chief Executive Officer, shall hold office until his or her successor has been elected and qualified or until his or her earlier resignation or removal, provided that he or she remains a member of the Society's Board of Directors. Notwithstanding the foregoing, the term of the Immediate Past Chair shall terminate at the end of one year, regardless of whether his or her successor has been elected and qualified.

5.3 Removal. Any officer or agent may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interest of the Society would be served thereby.

5.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.5 Chair (or Co-Chairs). The Chair (or Co-Chairs) shall be the principal volunteer officer(s) of the Society and, subject to the authority of the Board of Directors, shall provide policy direction to the Society. When present, the Chair (or Co-Chairs) shall preside over all

meetings of the Board of Directors. The Chair (or Co-Chairs) may, on behalf of the Society, execute contracts and other documents or other instruments that the Board of Directors has authorized to be executed, except when the execution thereof has been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Society or when such documents are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the Chair (or Co-Chairs) shall perform all duties incident to the office of Chair (or Co-Chairs) and such other duties as may be prescribed by the Board of Directors from time to time.

5.6 Vice Chair(s). In the absence of the Chair (or Co-Chairs) or in the event of the Chair's (or Co-Chairs') death or inability or refusal to act, the Vice Chair(s) so designated by the Chair (or Co-Chairs) or by the Board of Directors shall perform the duties of the Chair (or Co-Chairs), and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair (or Co-Chairs). Vice Chairs shall perform such other duties as from time to time may be assigned to them by the Chair (or Co-Chairs) or the Board of Directors. The Vice Chair shall be the Vice President of the Society within the meaning of the Act and any other applicable statute.

5.7 Secretary. The Secretary shall (or shall direct and supervise staff or other designees who shall):

5.7.1 Keep the minutes of Board of Directors meetings in one or more books provided for that purpose;

5.7.2 See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

5.7.3 Be custodian of the Society's records;

5.7.4 Keep a register of the address of each officer and director as furnished to the Secretary by such officer or director; and

5.7.5 In general perform all duties as from time to time may be assigned to him or her by the Chair (or Co-Chairs) or by the Board of Directors or as may be required under applicable law.

5.8 Treasurer. The Treasurer shall serve as Chair of the Finance Committee, and shall manage, with the Finance Committee, review of and action related to the Board of Directors' financial responsibilities. The Treasurer's role shall include keeping the Board of Directors regularly informed of key financial events, trends, concerns, and assessment of the Society's fiscal health, in addition to ensuring that the Board of Directors receives routine financial reporting in a timely fashion. The Treasurer shall present the annual budget to the Board of Directors for approval, monitor results compared to budget, review the results of any audit and communicate results to the Board of Directors, and maintain knowledge of the Society's bank

and investment accounts, cash management practices, and financial policies. In addition, the Treasurer shall (or shall direct and supervise staff or other designees who shall):

5.8.1 Have charge and custody of and be responsible for all funds and securities of the Society;

5.8.2 Receive and give receipts for monies due and payable to the Society from any source whatsoever, and deposit such monies in the name of the Society in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; and

5.8.3 In general perform all of the duties of the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chair (or Co-Chairs) or by the Board of Directors or as may be required under applicable law.

5.9 Immediate Past Chair. In the absence of the Chair (or Co-Chairs) or in the event of the Chair's (or Co-Chairs') death or inability or refusal to act, and in the absence of a Vice Chair, the Immediate Past Chair may be designated to perform the duties of the Chair (or Co-Chairs), and when so acting have all the powers of the Chair (or Co-Chairs).

## **ARTICLE 6. PRESIDENT AND CHIEF EXECUTIVE OFFICER**

The Board of Directors shall have the authority to appoint a President and Chief Executive Officer to assist the directors and officers in managing the affairs of the Society. The Executive Director shall serve at the pleasure of the Board and shall be accountable to the Board of Directors. The President and Chief Executive Officer shall have the usual administrative powers and duties exercised by Chief Executive Officers of nonprofit organizations except as otherwise provided herein or established from time to time by the Board of Directors. The President and Chief Executive Officer shall be permitted to attend all meetings of the Board of Directors, including committee meetings, as an *ex officio* director, and, as such, shall have no vote.

## **ARTICLE 7. MISCELLANEOUS**

7.1 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Society, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the Society and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Loans to Officers and Directors. No loans shall be made by the Society to its officers or directors.

7.4 Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Society shall be signed by such officer or officers, or agent or agents, of the Society and in such manner as from time to time determined by resolution of the Board of Directors.

7.5 Deposits. All funds of the Society not otherwise employed shall be deposited from time to time to the credit of the Society in such banks, trust companies, or other depositories as the Board of Directors may select.

7.6 Principal Office. The principal office of the Society shall be located at its principal place of business or such other place as the Board of Directors may designate. The Society may have such other offices, either within or without the State of Washington, as the Board of Directors may designate or as the business of the Society may require from time to time.

7.7 Books and Records. The Society shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws, as amended; correct and adequate records of accounts and finances; minutes of the proceedings of its Board of Directors, and any minutes which may be maintained by committees of the Board of Directors; records of the name and address of each director, and of the name and address of each officer; copies of such documents as may be required to be made publicly available under the Internal Revenue Code, including copies of the Society's application for recognition of tax-exempt status on Form 1023 and copies of its IRS Forms 990 and Forms 990-T, if any; and such other records as may be necessary or advisable. All books and records of the Society shall be open at any reasonable time to inspection by any director.

7.8 Definitions. Except as otherwise provided herein, as used in these Bylaws:

7.8.1 "Society" means the Woodland Park Zoological Society.

7.8.2 "Deliver" or "Delivered" means:

- (a) Mail; or
- (b) Transmit by facsimile equipment, for purposes of delivering a demand, consent, notice, or waiver to the Society or one of its officers or directors; or
- (c) Make an electronic transmission, in accordance with the officer's or director's consent and Section 3.7.3 of these Bylaws, for purposes of delivering a demand, consent, notice, or waiver to the Society or one of its officers or directors.

- 7.8.3 “Electronic transmission” means an electronic communication:
- (a) Not directly involving the physical transfer of a record in a tangible medium; and
  - (b) That may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.
- 7.8.4 “Execute” means:
- (a) Sign, with respect to a written record; or
  - (b) Electronically transmit along with sufficient information to determine the sender’s identity; or
  - (c) File in compliance with the standards for filing with the office of the secretary of state as prescribed by the secretary of state, with respect to a record to be filed with the secretary of state.
- 7.8.5 “Record” means information inscribed on a tangible medium or contained in an electronic transmission.
- 7.8.6 “Tangible medium” means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or other tangible material.
- 7.8.7 “Writing” does not include an electronic transmission.

#### **ARTICLE 8. FISCAL YEAR**

The fiscal year of the Society shall end December 31.

#### **ARTICLE 9. WAIVER OF NOTICE**

Whenever any notice is required to be given to any director or committee member of the Society under the provisions of these Bylaws, the Articles of Incorporation, or under the provisions of the Act, a waiver in the form of a record (i.e., information inscribed on a tangible medium or contained in an electronic transmission) executed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Notice may also be deemed to have been provided by attendance as provided herein.

## ARTICLE 10. INDEMNIFICATION

### 10.1 Definitions. As used in this Article:

- a. “Act” means the Washington Nonprofit Corporation Act, now or hereafter in force.
- b. “Agent” means an individual who is or was an agent of the Society or an individual who, while an agent of the Society, is or was serving at the Society’s request as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Agent” includes, unless the context required otherwise, the estate or personal representative of an agent.
- c. “Society” means the Woodland Park Zoological Society and any domestic or foreign predecessor entity that, in a merger or other transaction, ceased to exist.
- d. “Director” means an individual who is or was a Director of the Society or an individual who, while a director of the Society, is or was serving at the Society’s request as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Director” includes, unless the context requires otherwise, the estate or personal representative of a Director.
- e. “Employee” means an individual who is or was an employee of the Society or an individual, while an employee of the Society, is or was serving at the Society’s request as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Employee” includes, unless the context requires otherwise, the estate or personal representative of an employee.
- f. “Expenses” include counsel fees.
- g. “Indemnitee” means an individual made a party to a Proceeding because the individual is or was a Director, officer, employee, or agent of the Society and who possesses indemnification rights pursuant to the Articles, these Bylaws, or other corporate action. If the Articles so provide, the term shall also include, for officers, employees, or agents, service at the Society’s request as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. “Indemnitee” shall also include the heirs, executors, and other successors in interest of such individuals.
- h. “Liability” means the obligation to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a Proceeding.
- i. “Officer” means an individual who is or was an officer of the Society or an

individual who, while an officer of the Society, is or was serving at the Society's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. "Officer" includes, unless the context requires otherwise, the estate or personal representative of an officer.

j. "Party" includes an individual who was, is, or is threatened to be named a defendant or a respondent in a Proceeding.

k. "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

10.2 Indemnification Rights of Directors, Officers, Employees and Agents. The Society shall indemnify its directors and officers and may indemnify its employees and agents to the full extent permitted by applicable law as then in effect against liability arising out of a Proceeding to which such individual was made a party because the individual is or was a director, officer, employee or agent of the Society. The Society shall advance expenses incurred by directors and officers who are parties to a Proceeding and may advance expenses to employees and agents who are parties to a Proceeding in advance of final disposition of the Proceeding, as provided herein.

10.3 Procedure for Seeking Indemnification and/or Advancement of Expenses.

10.3.1 Notification and Defense of Claim. Indemnitee shall promptly notify the Society in writing of any Proceeding for which indemnification could be sought under this Article. In addition, Indemnitee shall give the Society such information and cooperation as it may reasonably require and as shall be within Indemnitee's power. With respect to any such Proceeding as to which Indemnitee has notified the Society:

a. The Society shall be entitled to participate therein at its own expense;

b. Except as otherwise provided below, to the extent that it may wish, the Society, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Indemnitee. Indemnitee's consent to such counsel may not be unreasonably withheld.

After notice from the Society to Indemnitee of its election to assume the defense, the Society will not be liable to Indemnitee under this Article for any legal or other expenses subsequently incurred by Indemnitee in connection with such defense. However, Indemnitee shall continue to have the right to employ its counsel in such Proceeding, at Indemnitee's expense; and if:

(i) The employment of counsel by Indemnitee has been authorized by the Society;

(ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Society and Indemnitee in the conduct of such defense; or

(iii) The Society shall not in fact have employed counsel to assume the defense of such Proceeding;

then the fees and expenses of Indemnitee's counsel shall be at the expense of the Society.

The Society shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Society or as to which Indemnitee shall reasonably have made the conclusion that a conflict of interest may exist between the Society and the Indemnitee in the conduct of the defense.

10.3.2 Information to be Submitted and Method of Determination and Authorization of Indemnification. For the purpose of pursuing rights to indemnification under this Article, the Indemnitee shall submit to the board or directors a sworn statement requesting indemnification and reasonable evidence of all amounts for which such indemnification is requested (together, the sworn statement and the evidence constitutes an "Indemnification Statement").

Submission of an Indemnification Statement to the Board of Directors shall create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Society shall, within sixty (60) calendar days thereafter, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnitee, unless: (a) within such sixty (60) calendar day period it shall be determined by the Society that the Indemnitee is not entitled to indemnification under this Article; (b) such vote shall be based upon clear and convincing evidence (sufficient to rebut the foregoing presumption); and (c) the Indemnitee shall receive notice in writing of such determination, which notice shall disclose with particularity the evidence upon which the determination is based.

The foregoing determination shall be made (a) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Proceeding; (b) if a quorum cannot be obtained under (a) in this paragraph, by majority vote of a committee duly designated by the Board of Directors, in which designation Directors who are parties may participate, consisting solely of two or more Directors not at the time parties to the Proceeding; or (c) special legal counsel selected by the majority vote of a quorum of the Board of Directors not at the time parties to the Proceeding.

Any determination that the Indemnitee is not entitled to indemnification, and any failure to make the payments requested in the Indemnification Statement, shall be subject to judicial review by any court of competent jurisdiction.

10.3.3 Special Procedure Regarding Advance for Expenses. An Indemnitee seeking payment of expenses in advance of a final disposition of the Proceeding must furnish the Society, as part of the Indemnification Statement:

a. A written affirmation of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct required to be eligible for indemnification; and

b. A written undertaking, constituting an unlimited general obligation of the Indemnitee, to repay the advance if it is ultimately determined that the Indemnitee did not meet the required standard of conduct.

If the Society determines that indemnification is authorized, the Indemnitee's request for advance of expenses shall be granted.

10.3.4 Settlement. The Society is not liable to indemnify Indemnitee for any amounts paid in settlement of any Proceeding without the Society's written consent. The Society shall not settle any Proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Society nor Indemnitee may unreasonably withhold its consent to a proposed settlement.

#### 10.4 Contract and Related Rights.

10.4.1 Contract Rights. The right of an Indemnitee to indemnification and advancement of expenses is a contract right upon which the Indemnitee shall be presumed to have relied in determining to serve or to continue to serve in his or her capacity with the Society. Such right shall continue as long as the Indemnitee shall be subject to any possible Proceeding. Any amendment to or repeal of this Article shall not adversely affect any right or protection of an Indemnitee with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal.

10.4.2 Optional Insurance, Contracts, and Funding. The Society may:

a. Maintain insurance, at its expense, to protect itself and any Indemnitee against any liability;

b. Enter into contracts with any Indemnitee in furtherance of this Article and consistent with the Act; and

c. Create a trust fund, grant a security interest, or use other means (including without limitation a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

10.4.3 Severability. If any provision or application of this Article shall be invalid or unenforceable, the remainder of this Article and its remaining applications shall not be affected thereby, and shall continue in full force and effect.

10.4.4 Right of Indemnitee to Bring Suit. If (a) a claim under this Article for indemnification is not paid in full by the Society within sixty (60) days after a written claim has

been received by the Society; or (b) a claim under this Article for advancement of expenses is not paid in full by the Society within twenty (20) days after a written claim has been received by the Society, then the Indemnitee may, but need not, at any time thereafter bring suit against the Society to recover the unpaid amount of the claim. To the extent successful in whole or in part, the Indemnitee shall be entitled to also be paid the expense (to be proportionately prorated if the Indemnitee is only partially successful) of prosecuting such claim.

Neither: (a) the failure of the Society (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such Proceeding that indemnification or reimbursement or advancement of expenses to the Indemnitee is proper in the circumstances; nor (b) an actual determination by the Society (including its Board of Directors or its independent legal counsel) that the Indemnitee is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the Proceeding or create a presumption that the Indemnitee is not so entitled.

The relative benefits received by and fault of the Society on the one hand and the Indemnitee on the other shall be determined by a court of appropriate jurisdiction (which may be the same court in which the Proceeding took place) with reference to, among other things, the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such loss. The Society agrees that it would not be just and equitable if contribution pursuant to this section was determined by pro rata allocation or any other method of allocation which does not take account of the foregoing equitable considerations.

10.5 Exceptions. Any other provision herein to the contrary notwithstanding, the Society shall not be obligated pursuant to the terms of these Bylaws to indemnify or advance expenses to Indemnitee with respect to any Proceeding:

10.5.1 Claims Initiated by Indemnitee. Initiated or brought voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification under these Bylaws or any other statute or law or as otherwise required under the statute; but such indemnification or advancement of expenses may be provided by the Society in specific cases if the Board of Directors finds it to be appropriate.

10.5.2 Lack of Good Faith. Instituted by Indemnitee to enforce or interpret rights under these Bylaws, if a court of competent jurisdiction determines that each of the material assertions made by Indemnitee in such Proceeding was not made in good faith or was frivolous.

10.5.3 Insured Claims. For which any of the expenses or liabilities for indemnification is being sought have been paid directly to Indemnitee by an insurance carrier under a policy of officers' and directors' liability insurance maintained by the Society.

10.5.4 Prohibited by Law. If the Society is prohibited by the Act or other applicable law as then in effect from paying such indemnification and/or advancement of expenses.

10.6 Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending an Action in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of disinterested Directors or otherwise.

**ARTICLE 11. CONFLICT OF INTEREST POLICY**

The Board of Directors may adopt policies and procedures regarding conflicts of interest and ethics. Any such policies and procedures shall be consistent with applicable requirements of State and Federal law.

**ARTICLE 12. ASSOCIATION OF ZOOS AND AQUARIUMS STANDARDS**

The Society shall operate consistent with the accreditation standards of the Association of Zoos and Aquariums.

**ARTICLE 13. AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors at any regular or special meeting of the Board Directors.

**CERTIFICATE OF ADOPTION**

The undersigned, being the Secretary of the Woodland Park Zoological Society, hereby certifies that the foregoing are the Bylaws adopted as amended by resolution of the Board of Directors of the Society on \_\_\_\_\_, 2010.

\_\_\_\_\_, Secretary

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## WOODLAND PARK ZOO SOCIETY/KING COUNTY

### PARKS PROPERTY TAX LEVY AGREEMENT

This Parks Property Tax Levy Agreement (the "Agreement") is made and entered into as of May 7, 2014, 2014, by and between KING COUNTY, a Washington municipal corporation (the "County") and the WOODLAND PARK ZOOLOGICAL SOCIETY, a Washington non-profit corporation ("WPZS").

#### RECITALS

- A. The City of Seattle (the "City") currently owns public zoological gardens located in the City of Seattle and commonly known as the Woodland Park Zoo (the "Zoo"). The Zoo is located on certain park land owned by the City and described in greater detail in Exhibit A attached hereto.
- B. WPZS is a non-profit public benefit corporation organized in 1965 for charitable, scientific and educational purposes for the study and promotion of zoology and wildlife conservation and for the education and recreation of the public.
- C. In 1995, then-Mayor Norm Rice appointed the Zoo Commission II to review Zoo needs and to propose ways to finance the Zoo's operations and continued development into the 21<sup>st</sup> Century. The Zoo Commission II believed that non-profit management and stable public funding would result in increased private contributions and allow the Zoo to continue to develop and realize its potential for leadership in education and conservation.
- D. In Resolution 29386 adopted on July 1, 1996, the City Council expressed its general support for the recommendations of Zoo Commission II.
- E. In the 2000 state legislative session, Chapter 35.64 of the Revised Code of Washington was passed to authorize certain cities, including the City, to enter into contracts with non-profits or other public organizations for the overall management and operation of a zoo.
- F. Since March 1, 2002, WPZS has provided non-profit management of the Zoo through an agreement with the City's Parks Department (the "Management Agreement").
- G. The Zoo, which originated as a public park with a small menagerie of animals, is now an exceptional center for wildlife exhibition, education, conservation and scientific research.
- H. The Zoo is currently funded by a combination of public support and private contributions.
- I. WPZS endeavors to be a creative partner with the City and other local governments in improving and operating the Zoo for the greatest public good.
- J. Through WPZS's management, the Zoo has evolved into an important civic asset and recreational resource in the City of Seattle and the greater King County area.
- K. King County owns and operates a park system with over twenty-eight thousand (28,000)

acres of regional parks and open spaces and over one hundred seventy-five (175) miles of regional trails. In addition, King County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.

- L. In November 2006, the King County executive created the Parks Futures Task Force to recommend a funding plan for the current County park system, and to examine what steps should be taken, if any, regarding future park system acquisitions.
- M. Ordinance 15760 specified two contingencies for distribution of any levy proceeds to the WPZS: (1) that the WPZS modify its bylaws to provide for a board member appointed by the King County Council to monitor the expenditure of County monies; and (2) that the WPZS enter into a contract with King County regarding distribution of the levy proceeds.
- N. In a letter dated April 12, 2007, the Board of Directors of WPZS offered to take the necessary steps to modify the bylaws of the WPZS to provide for a board member appointed by the King County Council to monitor the expenditure of county monies.
- O. On August 21, 2007, King County voters approved the Special Property Tax Levy, which included funding for the Zoo. The levy expired at the end of 2013.
- P. In June of 2012, the County Executive convened the King County Parks Levy Task Force to recommend a funding plan for the current park system and to examine how to address the parks and recreation needs of King County residents in the future.
- Q. The King County Parks Levy Task Force recommended that the County replace the expiring levies and put a ballot measure before the voters in 2013 that requests a six-year inflation adjusted property tax levy lift at a total rate of \$0.1901 per one thousand dollars of assessed value with a percentage of the levy proceeds to be distributed to cities for their local parks system projects.
- R. On April 30, 2013, the King County Council adopted Ordinance 17568 which called for a special election in accordance with RCW 29A.04.321 to authorize an additional 6-year property tax levy for special park purposes, including funding for the zoo.
- S. On August 6, 2013, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.1877 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County's parks system, improving parks, recreation and mobility by acquiring open space, expanding park and recreation opportunities, continuing to develop regional trails; repairing, replacing, and improving local parks and trails in King County's cities; and funding environmental educations, maintenance, conservation, and capital programs at the Woodland Park Zoo.
- T. Section 4, paragraph E of Ordinance 17568 provides that seven (7) percent of the levy proceeds shall be distributed to the Woodland Park Zoological Society for environmental education with emphasis on accessibility to traditionally underserved populations throughout the county, horticulture and maintenance of buildings and grounds,

conservation and animal care for rare, threatened or endangered Pacific Northwest species; and board approved capital projects/campaigns in existence as of December 31, 2012.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **AGREEMENT**

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
  - 1.1 “Annual Report” shall mean the annual report prepared by WPZS as described in Section 4.2 of this Agreement.
  - 1.2 “Board of Directors” shall mean the Board of Directors of the Woodland Park Zoological Society.
  - 1.3 “Bylaws” shall mean the bylaws of the WPZS, as adopted pursuant to the Washington Nonprofit Corporation Act and the WPZS’s Articles of Incorporation.
  - 1.4 “City” shall mean the City of Seattle, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
  - 1.5 “County Council” shall mean the County Council of King County, State of Washington.
  - 1.6 “County Levy” or “Parks Property Tax Levy” means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by King County voters on August 6, 2013 that replaces two levies expiring at the end of 2013.
  - 1.7 “County Levy Proceeds” shall mean the principal amount of the County Levy collected by the County.
  - 1.8 “Distribution Request” shall mean the WPZS’s written request to King County in a form acceptable to King County.
  - 1.9 “Executive” shall mean the King County Executive or his or her functional successor.
  - 1.10 “Existing Funds” shall have the meaning, as defined by RCW 84.55.050.
  - 1.11 “King County” shall mean King County, State of Washington.

- 1.12 "Management Agreement" shall mean that agreement between the City and the WPZS, dated March 2, 2002, and attached hereto as Exhibit B, which provides for long-term management of the Zoo by WPZS.
- 1.13 "Parks Division" shall mean the King County Parks and Recreation Division of the Department of Natural Resources and Parks.
- 1.14 "Parking Facilities" shall mean any parking facilities, including a Parking Garage, at the Zoo.
- 1.15 "Parking Garage" shall mean any parking structure, structures or surface improvements to bring the Zoo's visitor parking spaces to 1,450 or such other amount as called for in the Long-Range Plan adopted by the City.
- 1.16 "Premises" shall mean the property legally described in Exhibit A attached hereto.
- 1.17 "WPZS" shall mean the non-profit public benefit corporation which operates the Zoo pursuant to the Management Agreement.
- 1.18 "Zoo" shall mean the zoological gardens and related facilities currently operated on the Premises by the WPZS pursuant to the Management Agreement and owned by the City of Seattle.
- 1.19 "Zoo Director" shall mean the Director of the Zoo, as determined by WPZS.
- 1.20 "Zoo Proceeds" shall mean seven percent (7%) of the total County Levy Proceeds collected by King County, plus any interest earned on Zoo Proceeds by King County prior to transfer to WPZS, , and any interest earned on these funds<sup>1.21</sup>  
 "Zoo Projects" shall mean environmental education with an emphasis on accessibility to traditionally underserved populations throughout the county, conservation programs and animal care for rare, threatened, or endangered Pacific Northwest species, board approved capital improvement projects/campaigns at the Woodland Park Zoo in existence as of December 31, 2012, and horticulture and maintenance of buildings and grounds.
2. Term of Agreement. The term of this Agreement (the "Term") shall be for a period commencing on the Effective Date (the "Commencement Date"), and expiring on December 31, 2019 (the "Termination Date"), subject to the termination provisions in Section 11.
3. Receipt and Distribution of County Levy Proceeds for the Zoo.
- 3.1 Generally. Each year the County shall distribute the Zoo Proceeds, to the WPZS as authorized by Ordinance 17568, subject to Council appropriation. Upon execution of this Agreement, WPZS shall provide King County with its calculation of Existing Funds.
- 3.2 Distribution of Levy Proceeds.

- A. Distribution Schedule. Beginning in 2014 and through 2019, except for the immediate distribution described in Section 3.2.C below, the County shall transfer the Zoo Proceeds on a monthly basis. The annual amounts transferred shall never exceed Zoo Proceeds actually collected and appropriated by the County.
- B. Administrative Fee. The Parties agree that King County has authority to deduct a portion from the Zoo Proceeds for eligible expenditures related to the administration of the distribution of the County Levy Proceeds, consistent with Ordinance 17568.
- C. Immediate Distribution. On the effective date of this Agreement or as soon thereafter as reasonably possible, WPZS shall provide King County with an initial Distribution Request and, consistent with Section 3.1, WPZS's calculation of Existing Funds. As soon thereafter as reasonably possible, King County shall transfer to the WPZS the Zoo Proceeds accumulated to date that are due and owing to WPZS.

4. Use of County Levy Proceeds.

- 4.1 Exclusive Use of Proceeds for Zoo Projects. WPZS represents and warrants that all Zoo Proceeds received by WPZS, and any interest earned thereon, shall be used only for purposes consistent with the requirements of the County Levy, including Ordinance No. 17568, and RCW 84.55.050, and all Zoo Projects shall be a Zoo Purpose, as defined in the Management Agreement. This section shall survive termination of this Agreement. WPZS shall maintain financial records to account separately for the Zoo Proceeds.
- 4.2 Annual Report. On or before May 31 of each year throughout the Term of this Agreement, WPZS shall provide King County an Annual Report setting forth a summary of the operations of the Zoo and the services provided by WPZS at the Zoo for the preceding year, along with a general summary of the Zoo's operations and a complete financial accounting for all funds, including use of County Levy Proceeds, and a listing of all capital investments made at the Zoo that were funded by County Levy Proceeds.
- 4.3 Annual Certification. On or before May 31 of each year throughout the Term of this Agreement, the WPZS shall also provide King County with a cover letter, signed by the Zoo Director, or his or her authorized representative, that includes: (1) a statement identifying, by category (i.e. environmental education, conservation programs, and capital improvement projects), the total dollar amounts of Zoo Proceeds expended by WPZS on Zoo Projects in the preceding year; (2) that WPZS's receipt and expenditure of the Zoo Proceeds did not supplant Existing Funds; and (3) that the signature is provided "under penalty of perjury." WPZS shall provide any further documentation reasonably requested by King County showing that the County Levy Proceeds were expended on Zoo Projects and the extent to which, if any, Existing Funds were used.

5. WPZS Board Composition. The WPZS amended the Bylaws to provide for a board member appointed by the County Council. See Exhibit C. The Bylaws will continue to provide for such appointment at all times throughout the Term.
6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the Zoo premises during the Term shall be and remain the property of the Zoo and shall not be deemed property of King County under any circumstances
7. Management Agreement/Precedence. Except as to provisions concerning the receipt and expenditure of the Zoo Proceeds, insurance and indemnification, and King County required forms identified herein, this Agreement shall at all times be construed consistent with provisions relating to the use and operations of the Zoo in the Management Agreement. In the event of any conflict concerning the use and operation of the Zoo, the Management Agreement shall be deemed to control. If the Management Agreement is amended or terminated, the WPZS shall provide King County with written notice of such amendments or termination within 30 days of execution of the amendment or termination of the Management Agreement.
8. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice by mail shall be deemed communicated upon actual receipt by King County. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the WPZS:

Woodland Park Zoological Society  
 601 North 59th Street  
 Seattle, Washington 98103-5858  
 Attn: Zoo Director

If to King County:

Kevin R. Brown, Director  
 Parks and Recreation Division  
 201 South Jackson  
 Mailstop: KSC-NR-0700  
 Seattle, WA 98104

9. Compliance with Laws. WPZS shall comply and conform with all laws and all governmental regulations, rules and orders that may from time to time be put into effect relating to, controlling or limiting the use and operation of the Zoo.
10. Miscellaneous.
  - 10.1 Hold Harmless and Indemnification.
    - A. WPZS as Grantee. In receiving the Zoo Proceeds and using such proceeds in compliance with the County Levy and this Agreement, the Parties agree that the relationship of WPZS to the County is similar to (though not the same as) that of a grant recipient and neither WPZS, nor its officers, agents or employees, are employees of King County for any purpose. WPZS shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that

may result from the distribution and use of the Zoo Proceeds and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

King County assumes no responsibility for the payment of any compensation, wages, benefits or taxes by, or on behalf of, WPZS, its employees, and/or others by reason of this Agreement. WPZS shall protect, indemnify, and hold harmless King County, its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) WPZS's failure to pay any such compensation, wages, benefits or taxes, and/or (2) the supplying to WPZS of work, services, materials or supplies by WPZS employees or other suppliers in connection with or support of the performance of this Agreement.

**B. WPZS Indemnification of County.**

- i. WPZS shall protect, defend, indemnify and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of WPZS, its officers, employees, contractors, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Agreement. WPZS agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WPZS, by mutual negotiation, hereby waives, as respects to King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of RCW, Title 51. In the event King County incurs any judgment, award and/or cost arising there from including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from WPZS.
- ii. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction, or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name and/or otherwise results in unfair trade practice.
- iii. WPZS agrees not to perform any acts that include use or transfer of software, book, document, report, film, tape, or sound reproduction, or material of any kind, delivered hereunder, that constitutes an infringement of any copyright, patent, trademark, trade name and/or otherwise results in unfair trade practice. WPZS agrees to indemnify King County for any harm resulting from unfair trade practices.
- iv. The provisions in this section shall survive the termination and/or duration of the Agreement term.

v. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

C. WPZS Agreement to Repay. The WPZS further agrees that it is financially responsible for and shall repay King County all indicated amounts following an audit exception concerning the lawful use of the County Levy Proceeds. In the alternative, if acceptable to the auditor, WPZS shall in the following calendar year expend WPZS funds on Zoo Projects in an amount equal to the amount of the audit exception. For purposes of this Section, the Parties agree that "WPZS funds" shall in no circumstance include any Zoo Proceeds. This duty to repay King County shall not be diminished or extinguished by the prior Termination of the Agreement. This Section shall supersede Section 10.2.B.

## 10.2 Dispute Resolution.

A. Dispute Resolution – Other than Use of Levy Proceeds. In the event of a dispute between or among WPZS and King County regarding any term of this Agreement, except for a dispute involving alleged improper use of Zoo Proceeds, the parties shall attempt to resolve the matter informally through the following mechanism: the Executive and the Zoo Director, or their respective designee(s), shall meet to review and discuss the matter(s) in dispute; if the Executive and the Zoo Director are unable to reach a mutual resolution, the WPZS Board Chair(s) shall meet with the Executive and other County representatives, as appropriate, to review and discuss the matter(s) in dispute within fifteen (15) business days. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available.

B. Dispute Resolution – Use of Zoo Proceeds. In the event of a dispute between or among WPZS and King County regarding the alleged improper use of Zoo Proceeds, the parties shall attempt to resolve the matter informally through the following mechanism: the Executive and the Zoo Director, or their respective designee(s), shall meet to review and discuss the matter(s) in dispute; if the Executive and the Zoo Director are unable to reach a mutual resolution, the WPZS Board Chair(s) shall meet with the Executive and other County representatives, as appropriate, to review and discuss the matter(s) in dispute within fifteen (15) business days. If such persons are unable to resolve the matter informally, either party may request a determination by the County's

Chief Accountant. The County's Chief Accountant shall consult with the City of Seattle Finance Director in making his or her determination pursuant to this Section. If the County's Chief Accountant determines that WPZS did not use the funds consistent with the terms of the Parks Property Tax Levy, WPZS shall be required in the following calendar year to expend WPZS funds on Zoo Projects in an amount equal to the amount that the County's Chief Accountant finds that the WPZS did not spend consistent with the terms of the Parks Property Tax Levy. For purposes of this Section, the Parties agree that "WPZS funds" shall in no circumstance include any Zoo Proceeds. This section does not apply to disputes that arise from an audit finding.

- 10.3 No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- 10.4 Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- 10.5 Successors and Assigns. The terms, covenants and conditions contained in this Agreement shall bind and inure to the benefit of King County and WPZS and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- 10.6 Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.
- 10.7 Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved and mutually executed between each of the parties hereto.

- 10.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 10.9 Time of Essence. Time is of the essence of each provision of this Agreement.
- 10.10 Signage. For each capital project funded with County Levy Proceeds and for which donor recognition is provided consistent with WPZS policies, WPZS shall provide a sign including the following language and one of the three "King County Parks-Your Big Backyard" logos below:

"This project was funded [or as applicable, funded in part] by the 2013 'Proposition No.1 Parks Levy' to support King County Parks, regional open space, trails, & the Woodland Park Zoo.



[  ]”

This provision shall survive the termination of this Agreement.

11. Termination.

- 11.1 Termination due to Withdrawal of Funds. If the Levy Funds are withdrawn by actions outside of the control of the Parties prior to the termination date set forth in this Agreement or in any amendment hereto, King County may, upon written notice to WPZS, terminate this Agreement in whole or in part.
- 11.2 Termination due to Non-Appropriation. Funding under this Agreement beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement shall remain in effect but King County shall have no funding obligation for the year in which the County Council failed to appropriate funding to support the Agreement. Alternatively, in the event the County Council appropriates funding in a given year that is less than that anticipated to be appropriated pursuant to the terms of the County Levy, the County shall only be required to provide funding up to the amount appropriated by the County Council.
- 11.3 Termination of the Management Agreement. In the event that the Management Agreement is terminated, this Agreement shall also terminate.
12. Assignment. WPZS shall not assign, transfer or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the prior written

consent of King County. Said consent must be sought in writing by WPZS not less than fifteen (15) business days prior to the date of any proposed assignment, transfer or subcontract. WPZS shall deliver to King County with its request for consent, such information regarding the proposed assignee, transferee or subcontractee, including its proposed mission, legal status, and financial and management capabilities as is reasonably available to WPZS. Within fifteen (15) days after such request for consent, King County may reasonably request additional available information on the proposed assignee, subcontractee or transferee. If King County shall give its consent, this Section shall nevertheless continue in full force and effect. Any assignment, transfer or subcontract without prior County consent shall be void.

13. Insurance requirements.

13.1 Insurance Required. By the date of execution of this Agreement, WPZS shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use of the Zoo Proceeds. WPZS or contractor/subcontractor shall pay the costs of such insurance.

WPZS is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the WPZS, its agents, employees, officers, contractor/subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement.

13.2 Form. Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior King County approval. If coverage is approved and purchased on a "claims made" basis, WPZS warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Agreement termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

13.3 Risk Assessment by WPZS. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the WPZS under this Agreement, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by WPZS. WPZS shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

13.4 Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. General Liability. Insurance Services Office form number (CG 00 01 or its equivalent) covering COMMERCIAL GENERAL LIABILITY.

B. Professional Liability, Errors, and Omissions Coverage. In the event that the use of the Zoo Proceeds either directly or indirectly involves or requires professional services, the WPZS shall require that the professional services

provider has Professional Liability, Errors, and Omissions coverage. "Professional Services," for the purpose of this Agreement section, shall mean any services provided by a licensed professional or those services that require a professional standard of care.

- C. Automobile Liability. Insurance Services Office form number (CA 00 01 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.
- D. Workers' Compensation. Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.
- E. Stop Gap/Employers Liability. Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
- F. Builder's Risk/Installation Floater. In the event the use of the Zoo Proceeds is for a major capital construction project, the WPZS shall ensure that the project includes "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss – Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for 100 percent of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of King County, Owner, Contractor and subcontractors of all tiers with King County listed as a loss payee.

13.5 Minimum Limits of Insurance—All Activities: WPZS shall maintain limits no less than, for:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.
- C. Workers' Compensation: Statutory requirements of the state of residency.
- D. Stop Gap /Employers Liability: \$1,000,000.

13.6 Minimum Limits of Insurance—Building Design and Construction Period. Prior to commencement of building design and construction and until construction is complete and approved by the WPZS, WPZS shall cause the construction contractor and related professionals to procure and maintain insurance against claims for

injuries to persons or damages to property which may arise from, or in connection with the activities related to this Agreement. WPZS and King County shall be a named as additional insureds on liability policies except Workers Compensation and Professional Liability and as Named Insureds on Builders Risk policies. The cost of such insurance shall be paid by the WPZS and/or any of the WPZS's contractors/ subcontractors. WPZS and/ shall maintain limits no less than, for:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
- D. Builder's Risk Insurance: One hundred percent replacement cost value.
- E. Workers Compensation: Statutory requirements of the State of residency.
- F. Stop Gap or Employers Liability Coverage: \$1,000,000.

13.7 Minimum Limits of Insurance—Services Agreements: WPZS and/or its contractors shall maintain limits no less than, for:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
- D. Workers Compensation: Statutory requirements of the State of Residency.
- E. Stop Gap or Employers Liability Coverage: \$1,000,000.

13.8 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, King County. The deductible and/or self-insured retention of the policies shall not apply to the WPZS's liability to King County and shall be the sole responsibility of the WPZS.

13.9 Other Insurance Provisions. The insurance policies required in this Agreement are to contain, or be endorsed to contain, the following provisions:

A. Liability Policies. All Liability Policies except Professional and Workers Compensation.

- i. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the WPZS/Contractor in connection with this Agreement. Such coverage shall include Products-Completed Operations.
- ii. To the extent of the WPZS's/Contractor's negligence, the WPZS's/Contractor's insurance coverage shall be primary insurance as respects King County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by King County, its officers, officials, employees, or agents shall not contribute with the WPZS's insurance or benefit the WPZS or contractor in any way.
- iii. The WPZS's or contractors insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

B. Property Coverage Policies. King County shall be added as a Named Insured as their interests may appear to all Builders Risk policies.

C. All Policies. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to King County.

13.10 Acceptability of Insurers.

- A. Unless otherwise approved by King County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.
- B. Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.
- C. If, at any time, the foregoing policies shall fail to meet the above requirements, the WPZS shall, upon notice to that effect from King County, promptly obtain a new policy, and shall submit the same to King County, with appropriate certificates and endorsements, for approval.

13.11 Verification of Coverage. WPZS shall furnish King County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by King County prior to the commencement of activities associated with the Agreement. King County reserves

the right to require complete, certified copies of all required insurance policies at any time.

13.12 Subcontractors. WPZS shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by contractors/subcontractors, as evidence of compliance with the insurance requirements of this Agreement, shall be subject to all of the requirements stated herein.

14. Required King County Provisions.

14.1 Recycled Paper. During the performance of this Agreement, WPZS shall promote the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts, which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. King County encourages WPZS to use recycled products when using the Zoo Proceeds under this Agreement.

14.2 Nondiscrimination.

A. Nondiscrimination in Employment Related to the Use of Zoo Proceeds. During the performance of this Agreement, WPZS and any party subcontracting under the authority of this Agreement shall not discriminate nor tolerate harassment on the basis of race, color, sex, religion, national origin, creed, marital status, sexual orientation, gender identity or expression, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Agreement.

B. Nondiscrimination in Subcontracting Practices. During the term of this Agreement, WPZS shall not create barriers to open and fair opportunities to participate in WPZS contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, WPZS shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation, gender identity or expression, or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Compliance with Laws and Regulations. WPZS shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination. Unfair Employment Practices, King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement.

- D. Discrimination in Contracting. King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement, WPZS and any party subcontracting under the authority of this Agreement shall not discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
- E. Compliance with Section 504 of the Rehabilitation Act of 1973. WPZS shall complete a Disability Self-Evaluation Questionnaire prior to execution of this Agreement. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Agreement) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). WPZS shall complete a 504/ADA Disability Assurance of Compliance prior to execution of this Agreement. WPZS shall retain a copy of the completed 504/ADA and submit to King County the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached as Exhibit D to this Agreement.
- 14.3 Equal Benefits Requirement. King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. WPZS shall complete a Worksheet and Declaration form demonstrating compliance with Ordinance 14823, which compliance is a mandatory condition for execution of this Agreement.
- 14.4 Retention of Records, Audit Access and Proof of Compliance with Agreement.
- A. Retention of Records. WPZS and its Subcontractors shall maintain books, records and documents of its performance under this Agreement in accordance with generally accepted accounting principles. WPZS shall retain for six (6) years after the date of final payment under the Agreement all financial information, data and records relevant to the use of the Zoo Proceeds.
- B. Audit Access.
- i. State or county auditors shall have access to WPZS and its Subcontractors' records for the purpose of inspection, audit or other reasonable purposes related to this Agreement and the WPZS's use of the Zoo Proceeds; provided that, the Parties expressly agree that such information shall not include documents related to the WPZS's private fundraising activities and private donor information. State or county auditors shall have access to records and be able to copy such records during normal business hours. WPZS shall provide proper facilities for such access, inspection and copying.
  - ii. Audits may be conducted during or after the Agreement period for purposes of evaluating claims by or payments to WPZS related to this Agreement and for any other reason deemed appropriate and necessary by King County

where such reason is related to the WPZS's use of the Zoo Proceeds. Audits shall be conducted in accordance with generally accepted auditing principles and/or state or county audit procedures, laws or regulations. WPZS shall fully cooperate with the auditor(s).

- iii. If an audit is commenced more than sixty (60) days after the date of final payment under this Agreement, King County shall give reasonable notice to WPZS of the date on which the audit shall begin.

C. Proof of Compliance with Agreement.

- i. WPZS shall, upon request, provide King County with satisfactory documentation of compliance with the Agreement.
- ii. In addition, WPZS shall permit King County, or a duly authorized representative, to inspect all services, materials, payrolls (except for personally identifying information) and other data and records directly related to WPZS's compliance with the Agreement.

- 14.5 Public Records Requests. The Agreement shall be considered a public document and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public as required by chapter 42.56 Revised Code of Washington.

If WPZS considers any items related to use of the Zoo Proceeds or to this Agreement, including Software, data and related materials, delivered to King County to be protected under the law, WPZS shall clearly identify such items with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, King County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County will not release the exempted documents. If the material is not exempt from public disclosure law, King County shall notify WPZS of the request and allow WPZS ten (10) Business Days to take whatever action it deems necessary to protect WPZS's interests. If WPZS fails or neglects to take such action within said period, King County shall release the item deemed subject to disclosure. By signing this Agreement, WPZS assents to the procedure outlined in this subsection and shall have no claim against King County on account of actions taken under such procedure.

- 14.6 Internal Control and Accounting System and Audit. The WPZS shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles, financial and governmental reporting standards as prescribed by the appropriate accounting standards board. WPZS shall have an independent annual financial audit completed annually. WPZS shall provide King County with a copy of the annual audit.

15. Survival of Indemnities. Termination of this Agreement shall not affect the right of either party to enforce any and all Indemnities and representations and warranties given or made to the other party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.

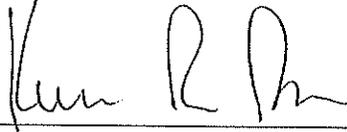
16. Exhibits.

- A (Zoo Premises)
- B (Management Agreement)
- C (WPZS Bylaws)
- D (King County required Exhibits)

DATED this 7<sup>th</sup> day of May, 2014.

KING COUNTY, a Washington municipal corporation

By



Its

Director

By authority of Ordinance No. 17568

WOODLAND PARK ZOOLOGICAL SOCIETY, a Washington non-profit corporation

By



Its

President / CEO

## **Exhibit A (Description of Zoo Premises)**

### Main Zoo Property:

Beginning at a point which is 30 feet north of and 280 feet east of the Southwest corner of block 69, Plat of Woodland Park Addition to the City of Seattle, Washington, Vol. 3, page 123 of plats, said southwest corner of block 69 is identical with the southwest corner of the north half of the southwest quarter of said section 7, township 25 North, R. 4 E. W.M. Said True Point of Beginning is the intersection of the east line of Phinney Avenue North, with the north line of North 50<sup>th</sup> Street;

Thence north along the east line of said Phinney Avenue North, to the intersection of the south line of North 59<sup>th</sup> Street;

Thence east along said south line of North 59<sup>th</sup> Street to the west margin of Aurora Avenue;

Thence south along said west margin of Aurora Avenue North to the north margin of North 50<sup>th</sup> Street;

Thence west along said north margin of North 50<sup>th</sup> Street to the True Point of Beginning.

Said parcel containing 90.7 acres more or less.

### Offsite Property:

NE 1/4 LY N OF RIVER LESS CO RDS SUBJECT TO DEED OF AND AGREEMENT  
RELATING TO DEVELOPMENT RIGHTS RECORDED UNDER 8608261178

Located at 22327 Southeast 464th Street in Enumclaw, Washington.

**Exhibit B (Management Agreement)**

**Exhibit C (WPZS Bylaws)**

WPZS Bylaws

**Exhibit D (King County Exhibits)**

**504/ADA Disability Assurance of Compliance  
Equal Benefits Worksheet and Declaration**