

37 WHEREAS, the County has a variety of programs and regulations that relate to farm
38 practices and the preservation of natural resources that are best implemented in cooperation
39 and coordination with the District; and

40 WHEREAS, municipal and county governments and other stakeholders have over the
41 past six years invested major efforts in completing salmon habitat conservation plans through
42 the mechanism of Water Resource Inventory Area (WRIA) planning processes authorized by
43 the Washington Salmon Recovery Act, Chapter 77.85 RCW, and these planning processes
44 have been coordinated by the WRIA 8 Forum, the WRIA 9 Forum, and the Snoqualmie
45 Watershed Forum, which are composed of local jurisdictions and stakeholders that have
46 joined themselves under interlocal agreements to promote salmon recovery in the WRIA 8
47 and 9 and Snoqualmie watershed areas; and

48 WHEREAS, the District over the past six years has been instrumental in the
49 development of the WRIA 8, WRIA 9 and the Snoqualmie Watershed salmon habitat
50 conservation plans by providing on an annual basis critical funding resources to the forums
51 through a grants program that has helped the member jurisdictions successfully complete
52 such plans and implement early actions and projects that were consistent with the developing
53 plans; and

54 WHEREAS, the member jurisdictions of each of the forums have approved the
55 salmon habitat conservation plans and now seek continued assistance from the District so as
56 to further implement the activities and projects recommended by the approved plans in order
57 to promote the recovery of salmon in the Puget Sound region; and

58 WHEREAS, the County, both in its capacity as a member jurisdiction within each forum,
59 and as service provider to each of the three forums, supports the implementation of the approved
60 plans and supports the District's continued involvement in providing financial assistance to the
61 forums so as to bring about the successful implementation of the plans; and
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63 WHEREAS, a key component of the WRIA watershed plans is a focus on
64 programmatic efforts working with private landowners on a voluntary basis to educate and
65 support the voluntary implementation of Best Management Practices (BMPs) on private
66 lands; and

67 WHEREAS, such programmatic efforts are known to be critical to the success of
68 natural resource conservation programs and are congruent with the District's mission and
69 statutory mandate; and

70 WHEREAS, pursuant to RCW 89.08.400 the County has been given the authority to
71 impose special assessments on lands within the District for a period or periods each not to
72 exceed ten years in duration to fund the District's conservation programs and activities; and

73 WHEREAS, pursuant to RCW 89.08.400 the District is required on or before the first
74 day of August in the year prior to which the District is proposing that a special assessment be
75 imposed to file with the County a proposed system of assessments, indicating the years

76 during which the District proposes that a special assessment be imposed, along with a
77 proposed budget for the District's Program of Work for the succeeding year; and

78 WHEREAS, in order for the County to adopt a system of assessments under RCW
79 89.08.400 for the benefit of the District's conservation programs and activities, the County
80 must find that the public interest will be served by the imposition of the special assessments
81 and that the special assessments to be imposed on any land will not exceed the special benefit
82 that the land receives or will receive from the District's programs and activities; and

83 WHEREAS, the County and the District desire to work cooperatively on natural
84 resource conservation efforts, including projects and activities to improve the quality of water
85 in the County and to assist landowners in King County to comply with laws and regulations
86 that protect the quality of the County's water, which activities have been declared to be of a
87 special benefit to lands pursuant to RCW 89.08.400(1); and

88 WHEREAS, the District acknowledges the County's responsibility to review annually
89 the Programs of Work approved by the District to ensure that the conservation programs and
90 activities to be funded by the special assessments satisfy the public interest requirement and
91 to confirm that the amount of special assessments imposed on any lands does not exceed the
92 special benefits to lands derived from the District's conservation programs and activities; and

93 WHEREAS, the County acknowledges that the District has historically prepared its
94 Programs of Work and associated budgets on an annual basis and that the District needs to
95 retain the right to prepare annually its Programs of Work and associated budgets so that they
96 may be based on current information and circumstances and, further, so that the District can
97 maintain some flexibility to address new or emerging conservation needs and requirements
98 which may vary from year to year and which may impact the District's Programs of Work
99 and associated budgets; and

100 WHEREAS, the County and the District share a mutual goal of providing a stable and
101 predictable source of funding for the District's conservation programs and activities so that
102 the District, the County, member jurisdictions, and other stakeholders who receive grants
103 from the District can develop and implement long range plans for natural resource
104 conservation activities which are congruent with the District's mission and statutory mandate.

105 NOW, THEREFORE, in consideration of the mutual promises, benefits and
106 covenants contained herein, the parties hereto agree as follows:

107 I. PURPOSE OF THE AGREEMENT:

108 A. The recitals set forth above are incorporated herein by this reference.

109 B. The purpose of this Agreement is to establish and define the terms and conditions
110 for the cooperative efforts to be undertaken by the County and the District to promote,

111 facilitate and undertake certain conservation programs and activities to be funded, in whole
112 or in part, by the District's special assessment funds imposed under RCW 89.08.400.

113 II. DEFINITIONS:

114 A. "Program of Work" means a detailed statement or description of the conservation
115 programs and activities to be undertaken by the District for a particular calendar year using
116 special assessment funds authorized and imposed by the County for the benefit of the District
117 pursuant to RCW 89.08.400. A Program of Work will include a budget, broken out by major
118 activities, identifying the anticipated expenditure of the special assessment funds for the
119 District's conservation programs and activities described in the Program of Work.

120 B. "Advisory Committee" means a committee consisting of representatives of the
121 District and key stakeholder groups, including the County, member jurisdictions, and other
122 interested parties, that will assist the District in developing its Programs of Work and
123 reviewing the administration and implementation of such Programs of Work. The District
124 shall constitute the Advisory Committee in a manner that reflects its commitment to the
125 private landowner and to programmatic efforts, while including financial and scientific
126 expertise from the County and balanced representation from the District, member
127 jurisdictions and the three WRIA watershed forums. The committee shall meet as often as is
128 reasonably necessary to assist in the District's development of its Programs of Work and to
129 adequately review the administration and implementation of such Programs of Work. The
130 committee will investigate the existence of updated or new relevant best science data or
131 indicators relating to, or affecting, natural resource conservation efforts, and will also identify
132 and make funding recommendations for landowner incentive programs which are consistent
133 with the WRIA-based Salmon Recovery Plans. The committee is advisory in nature only and
134 the committee does not have the authority to require the District to implement the
135 committee's recommendations. At the direction of the District, the committee may present
136 its best science and landowner incentive findings and recommendations to the WRIA
137 watershed forums and member jurisdictions.

138 III. RESPONSIBILITIES OF THE PARTIES:

139 A. THE DISTRICT

140 1. Cooperation with the County: The District agrees that it will cooperate with the
141 County by performing certain services or responsibilities that (a) have been properly defined
142 and formally accepted by the District, (b) are consistent with the requirements of Chapter
143 89.08 RCW, and (c) are adequately funded through special assessment funds designated for
144 such activities and approved by the District, or through other funding sources provided by the
145 County or third parties. The District agrees that these three standards set forth in (a), (b), and
146 (c) above are met for the services described in subsections (a) through (f) below, and agrees
147 to provide such services consistent with past practice and at historical levels. The District
148 further agrees that the provision of such services shall include:

149 a. Working with the County in performing specific natural resource
150 conservation functions as identified in the King County Code Titles 2, 9, 16 and 21A,
151 including continuation of collaborative work with King County and rural property owners for
152 natural resource conservation, landowner assistance and farm planning, particularly as
153 provided for in Title 21A and in accordance with past practices and historical levels for farm
154 plans.

155 b. Responding to citizen requests for natural resource conservation assistance
156 from landowners within District boundaries.

157 c. Convening the Advisory Committee at least twice a year to assist the
158 District in the development of its Programs of Work, and so that the committee can provide
159 input to the District on the District's administration and implementation of the Programs of
160 Work.

161 d. Providing annual reports, at the time of submittal of the annual Program of
162 Work, to the King County Council and Executive detailing work completed the prior year.

163 e. Administering grant programs with the WRIA forums and the member
164 jurisdictions, as provided for herein, in an efficient and timely manner.

165 f. Making a good faith effort to assist agencies of the County where its
166 expertise may be of use in performing other conservation programs or activities, to the extent
167 such programs and activities are consistent with Chapter 89.08 RCW and as District staffing
168 and resources allow.

169 2. Proposed System of Assessments and Program of Work: In accordance with
170 RCW 89.08.400, the District will submit to the County on or before August 1 of each year (a)
171 its proposed system of assessments if a new, amended, or extended assessment is being
172 sought and (b) its Program of Work for the succeeding year, which shall include the
173 allocations as specified in Section 3 below for calendar years 2007, 2008 and 2009. The
174 District shall work cooperatively with the Advisory Committee to develop each Program of
175 Work. However, the District shall not be obligated to accept the committee's
176 recommendations if the District believes that the committee's recommendations are not in the
177 best interest of the District's goals and program priorities. The District agrees that it will
178 spend funds collected through the special assessment imposed by the County in a manner
179 which is consistent with each Program of Work submitted to the County and that no such
180 funds will be spent for activities that are not specified in the annual Program of Work.

181 a. 2007 Program of Work. Prior to December 31, 2006, the District agrees
182 that it will adopt a revised 2007 Program of Work to include the allocations of assessment
183 funds raised through assessments imposed against parcels of real property in 2007 in
184 accordance with the allocations specified in Section 3 below.

185 b. Future Programs of Work. Future Programs of Work and associated budgets
186 approved by the District and submitted to the County for review during the term of

187 this Agreement are anticipated to be substantially similar to the 2007 Program of
188 Work. However, the District and the County agree that they will reconsider the
189 allocations provided for in Section 3 below and if necessary the system of
190 assessments provided for in Section B.1. below and consider an amendment to such
191 allocations pursuant to Article IX below in the event of (1) new statutory
192 requirements that the District's Board of Supervisors are subject to general election
193 laws under Title 29 RCW which would result in significant election expenses being
194 incurred by the District, or (2) new unfunded mandates or program requirements
195 that are imposed by federal, state or local jurisdictions upon the District such that the
196 District is able to demonstrate that the cost of fulfilling such mandates amounts to
197 10% or more of the total amount collected by the District pursuant to the terms of
198 Section 3.c.below.
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200 3. The Board of Supervisors of the King Conservation District agrees to prepare an annual *King*
201 *Conservation District Program of Work* that shall include the following stakeholder allocations
202 each year for the duration of the conservation assessment, effective from January 1, 2007 through
203 December 31, 2009:
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205 a.) 50% of special assessment collections remitted to the District will be used to fund a grant
206 program in partnership with the three King County WRIA watershed forums identified as
207 follows: the Snoqualmie Watershed Forum, the WRIA 8 Watershed Forum¹, and the WRIA 9
208 Watershed Forum. The grant program will fund projects and programs as provided for and in
209 accordance with the priorities in the WRIA-based Salmon Recovery Plans approved by the
210 forum member jurisdictions as recommended to the District by each of the forums. In
211 addition, the District will work with the WRIA watershed forums to identify, implement and
212 fund landowner incentive programs which are consistent with the WRIA-based Salmon
213 Recovery Plans. The 50% allocation of special assessment collections is equivalent to
214 approximately \$5 per assessed parcel, less the fees authorized in 3.d. below. The WRIA
215 watershed forum stakeholder 50% allocation of special assessment collections will be divided
216 among the three King County WRIA watershed forums so that 20% of the stakeholder
217 allocation will be used to fund projects and programs in partnership with the Snoqualmie
218 Watershed Forum, 40% of the stakeholder allocation will be used to fund activities in
219 partnership with the WRIA 8 Watershed Forum, and 40% of the stakeholder allocation will
220 be used to fund activities in partnership with the WRIA 9 Watershed Forum.

221 b. 20% of special assessment collections remitted to the District will be used to fund a grant
222 program in partnership with member jurisdictions. The grant program will fund projects and
223 programs within a given jurisdiction as recommended to the District by that member
224 jurisdiction. The 20% allocation of special assessment collections is equivalent to
225 approximately \$2 per parcel within each jurisdiction, less the fees authorized in 3.d. below.
226 Each jurisdiction is to receive grant funds on the basis of the number of parcels assessed
227 within that jurisdiction.

¹ The WRIA 8 Watershed Forum will undergo a name change, effective January 1, 2007, and will be called the "WRIA 8 Salmon Recovery Council." All references herein to the WRIA 8 Watershed Forum or WRIA 8 Forum shall be interpreted as applying to the WRIA 8 Salmon Recovery Council, to the extent that such references apply on or after January 1, 2007. The use of the term "forums" shall likewise be interpreted to include and apply to the WRIA 8 Salmon Recovery Council.

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c. 30% of special assessment collections remitted to the District will be used to fund other District programs and services. The 30% allocation of special assessment collections is equivalent to approximately \$3 per parcel, adjusted for the fees authorized in 3.d. below.

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d. The King County Treasurer is authorized to deduct one percent of the collected special assessments to cover the costs incurred by the County Treasurer and County Assessor in spreading and collecting the special assessments; provided, however, that any portion of such amount in excess of the actual costs of such work shall be transferred to the District to be used in accordance with the terms of 3.c. above.. The District is authorized to retain a fiscal administration fee to be used to cover administrative expenses, including costs associated with providing oversight of all assessment collections remitted to the District, and for all contracts and grants administered by the District; such fee shall not exceed 1% of all revenues derived from the special assessments.

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4. Service to Incorporated Areas: The District's Programs of Work will include services to be provided to incorporated areas within the County, for which the District may enter into separate agreements with other local governments.

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5. Annual Reports: The District shall provide annual reports including specific performance measures for completed work program activities to the King County Council and Executive at the time of submittal of the annual Work Program detailing work completed the prior year. The annual report shall be filed with the clerk of the council for distribution to the chair of the natural resources and utilities committee, or its successor committee, to the Executive, to each councilmember and to the lead staff for the natural resources and utilities committee, or its successor committee. The annual reports shall describe progress achieved towards work plan goals in terms of performance measures and report any barriers towards achieving work plan goals. Specifically, the reports should address the completion of farm plans, dairy nutrient management planning, landowner conservation services and administration and finance operations of the District.

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B. THE COUNTY

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1. Approval of Assessment: The County will consider a system of special assessments for the District in accordance with the requirements of RCW 89.08.400, which shall be effective for one or more years, up to a maximum duration of ten years, to fund the District's conservation programs and activities described in the Programs of Work. The District has proposed a system of assessments for the period from January 1, 2007 through December 31, 2011, which would provide a 5 year special assessment in the amount of \$9.98 per parcel with an additional fee of \$0.00 for parcels less than 1 acre in size, an additional fee of \$0.01 for parcels between 1 and 5 acres in size, and an additional fee of \$0.02 for parcels

269 greater than 5 acres in size. This special assessment would apply to all lands within the
270 boundary of the District except those classified forestry, those owned by the federal
271 government, and those owned by federally recognized tribes or members of such tribes that
272 are located within the historical boundaries of a reservation.

273 2. Review of Programs of Work and Assessment: The special assessment for the
274 remaining years beyond the first year of any multi-year special assessment imposed by the
275 County may be modified or repealed by the County in its sole discretion on or before January
276 1 of any year. Any assessment funds collected by or for the benefit of the District based on a
277 previously adopted system of assessment will be used by the District in accordance with the
278 previously submitted Programs of Work submitted to support each such year's assessments.

279 3. Authorized Collection Fees: The King County Treasurer is authorized to deduct
280 one percent of the collected special assessments to cover the costs incurred by the County
281 Treasurer and County Assessor in spreading and collecting the special assessments; provided,
282 however, that any portion of such amount in excess of the actual costs of such work shall be
283 transferred to District to be used in accordance with the terms of III.A.3.c. above.4.
284 Cooperation with the District: The County, working through the Advisory Committee or at
285 the invitation of the District, will assist the District in the development and implementation
286 of the Programs of Work. Any agency of the County that has expertise, which may be of use
287 to the District, will make a good faith effort to assist the District, as requested and as
288 resources allow.

289 IV. MAINTENANCE OF RECORDS:

290 A. The parties agree to maintain accounts and records, including personnel, property,
291 financial and programmatic records and other such records as may be deemed necessary by
292 either party to ensure proper accounting for all funds expended from the District's
293 assessment. All such records shall sufficiently and properly reflect all direct and indirect costs
294 of any nature expended and services provided under this Agreement.

295 B. Records shall be maintained for a period of six (6) years after termination hereof
296 unless permission to destroy them is granted by the Office of the Archivist in accordance
297 with Chapter 40.14 RCW, or unless a longer retention period is required by law.

298 V. AUDITS AND EVALUATION:

299 A. To the extent permitted by law, the records and documents of the parties hereto
300 with respect to all matters covered by this Agreement shall be subject to inspection, review,
301 or audit by the other party during the performance of this Agreement and for six (6) years
302 after termination hereof.

303 B. The parties will cooperate with each other in order to review and evaluate the
304 procedures used to authorize the special assessments and the services provided under this
305 Agreement. The parties will make available to each other all information reasonably required

306 by any such review and evaluation process. Provided, however, each party may require the
307 other party to submit a formal request for information in accordance with applicable internal
308 policies or law.

309 VI. EFFECTIVENESS AND TERMINATION:

310 A. This Agreement shall become effective upon its signature by both the County and
311 the District, and shall terminate on December 31, 2009, unless it is terminated at an earlier
312 date pursuant to Section VI B. of this Agreement.

313 B. This Agreement also shall terminate if:

314 (1) The County, in its sole discretion, repeals the District's assessment

315 (2) The District requests that the County repeal its assessment.

316 Notwithstanding any of these actions, any assessment funds collected by or for the
317 benefit of the District based on a previously adopted system of assessment will be used by the
318 District in accordance with previously submitted Programs of Work.

319 VII. NONDISCRIMINATION:

320 Each party shall comply fully with applicable federal, state and local laws, ordinances,
321 executive orders and regulations, which prohibit discrimination. These laws include, but are
322 not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964,
323 Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 issued by the President
324 of the United States and Executive Order 2001-R issued by the King County Executive.

325 VIII. INDEMNIFICATION:

326 Each party hereto agrees, as authorized by law, to indemnify and hold harmless the
327 other party, its elected officials, employees and agents, for all claims (including demands,
328 suits, penalties, liabilities, damages, costs, expenses or loss of any kind or nature whatsoever
329 arising from or out of this Agreement) to the extent such a claim arises or is caused by the
330 indemnifying party's own negligence or that of its elected officials, employees or agents, in
331 performance of this Agreement. The foregoing indemnity is specifically and expressly intended to
332 constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title
333 51, as respects the other party only, and only to the extent necessary to provide the indemnified party
334 with a full and complete indemnity of claims made by the indemnitor's employees. The parties
335 acknowledge that these provisions were specifically negotiated and agreed upon by them.
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337 IX. AMENDMENTS:

338 Amendments to the terms of this Agreement must be agreed to in writing by each
339 party and be approved by the County Council and the District's Board of Supervisors.

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341 X. ENTIRE CONTRACT-WAIVER OF DEFAULT:

342 The parties hereto agree that this Agreement is a complete expression of the terms
343 hereto and any oral or written representations or understandings not incorporated herein are
344 excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent
345 default. Waiver of breach of any provision of this Agreement shall not be deemed to be a
346 waiver of any other or subsequent breach and shall not be construed to be a modification of
347 the terms of the Agreement unless stated to be such through written approval of the parties to
348 this Agreement.

349 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
350 _____ day of _____, 2006.

King Conservation District

King County

Chair, Board of Supervisors

King County Executive

Approved as to Form:

Approved as to Form:

District Legal Counsel

Deputy Prosecuting Attorney

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