



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 4, 2010

Ordinance 16743

Proposed No. 2010-0003.1

Sponsors Ferguson

1 AN ORDINANCE authorizing a special assessment for
2 resource conservation for natural resource conservation
3 purposes on all nonexempt properties within the King
4 Conservation District of King County of nine dollars and
5 ninety-eight cents per parcel plus one-cent per parcel for
6 parcels between one and five acres or two cents per parcel
7 for parcels greater than five acres, for the years 2010
8 through 2012, and ratifying and approving an interlocal
9 agreement between King County and the King
10 Conservation District, and declaring an emergency.

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 **SECTION 1. Findings:**

13 A. The King Conservation District is a governmental subdivision of the state of
14 Washington, organized under chapter 89.08 RCW to protect and conserve natural
15 resources throughout King County except within the boundaries of the incorporated cities
16 of Enumclaw, Federal Way, Milton, Pacific and Skykomish.

17 B. RCW 89.08.400 authorizes special assessments for conservation districts for
18 activities and programs to conserve natural resources to be imposed by the legislative
19 authority of the county in which the conservation district is located.

20 C. The King Conservation District provides the benefits of resource practices,
21 programs and projects authorized by chapter 89.08 RCW available to all land owners or
22 land occupiers within the district, including, but not limited to: technical assistance to
23 landowners to meet the requirements of state, county and municipal regulations relating
24 to conservation; technical support for King County agricultural programs; assistance to
25 landowners in resolving code enforcement issues relating to conservation and
26 environmental protection; development of plans for livestock manure storage facilities;
27 assistance to county and municipal departments with water quality coordination and
28 protections; coordination of intergovernmental partnerships to carry out joint projects,
29 including the development and implementation of watershed plans; assistance to
30 governments to develop livestock and agricultural laws and regulations; research to
31 determine and develop the most effective best management practices to improve water
32 quality; development of farm plans; cost-sharing funding for sensitive area best
33 management practices implementation; and other such natural resource conservation
34 activities as provided for in chapter 89.08 RCW.

35 D. The declaration of legislative intent in establishment of conservation districts
36 in RCW 89.08.010 is incorporated in this ordinance, notably the Legislature's
37 acknowledgement that "there is a pressing need for the conservation of renewable
38 resources in all areas of the state, whether urban, suburban, or rural, and that the benefits
39 of resource practices, programs, and projects, as carried out by the state conservation
40 commission and by the conservation districts, should be available to all such areas;
41 therefore, it is hereby declared to be the policy of the legislature to provide for the
42 conservation of the renewable resources of this state, and for the control and prevention

43 of soil erosion, and for the prevention of flood water and sediment damages, and for
44 furthering agricultural and nonagricultural phases of conservation, development,
45 utilization, and disposal of water, and thereby to preserve natural resources, control
46 floods, prevent impairment of dams and reservoirs, assist in maintaining the navigability
47 of rivers and harbors, preserve wildlife, protect the tax base, protect public lands, and
48 protect and promote the health, safety, and general welfare of the people of this state."

49 E. In accordance with RCW 89.08.400, any system of special assessments for the
50 conservation district shall not apply in cities that are outside of the boundaries of the
51 district, though such cities may be located within King County and may receive a smaller
52 indirect benefit from the activities of the district and its citizens do not have direct access
53 to conservation services provided as a result of this assessment.

54 F. The King County council has responsibilities under chapter 89.08 RCW to
55 approve a system of assessments, where those assessments, in the judgment of the
56 council, do not exceed the benefit received by the land from the activities of the district,
57 and where the public interest is served by the imposition of the assessment.

58 G. The county and the King Conservation District each have an interest in acting
59 to preserve the natural resources of the region, and have numerous cooperative services
60 and programs intended to support that purpose.

61 H. The King Conservation District under RCW 89.08.070(8) is authorized to plan
62 and administer activities that affect the conservation of renewable natural resources, and
63 to work in coordination with local agencies to avoid duplication of effort.

64 I. The King Conservation District under RCW 89.08.220(1) is authorized to
65 engage in investigation and research that relates to the conservation of renewable natural

66 resources provided that, in order to avoid duplication of research activities, any such
67 research is done in cooperation with other governments and agencies of the state and the
68 United States.

69 J. The county and the King Conservation District are authorized under chapter
70 39.34 RCW, the Interlocal Cooperation Act, and RCW 89.08.341 to enter into
71 cooperative interlocal agreements for the purpose of engaging in cooperative efforts to
72 promote, facilitate and undertake programs and activities relating to the conservation of
73 natural resources and to keep, according to RCW 89.08.341, "...local agencies fully
74 informed concerning the status and progress of the preparation of their resource
75 conservation programs and plans."

76 K. The county and the King Conservation District have historically expressed
77 their cooperative relationship through use of these interlocal agreements that have
78 described the processes and mechanisms by which they were to carry out their respective
79 roles.

80 L. The county and the King Conservation District continue to share a mutual goal
81 of providing a stable and predictable source of funding for the district's conservation
82 programs and for the district's support of water quality and habitat protection grant
83 programs to support the water resource inventory area and watershed forums'
84 implementation of salmon habitat recovery plans in King County, and local jurisdictions'
85 natural resource conservation programs and activities, so that the district, the county and
86 member jurisdictions, the watershed forums and other stakeholders can implement long-
87 range plans for natural resource conservation. The attached interlocal agreement
88 provides for such stability and predictability as to funding needs.

89 M. The attached interlocal agreement also provides a framework for the county
90 and the King Conservation District to continue to cooperatively undertake and fund
91 natural resource conservation programs, projects and activities that are consistent with
92 and reflective of the priorities that each attaches to these important endeavors.

93 N. On July 27, 2009, the King Conservation District board of supervisors adopted
94 Resolution 2000-0005 proposing a five-year system of assessments from 2010 through
95 2014 of nine dollars and ninety-eight cents per parcel on all King County parcels except
96 those classified forestry; the proposed conservation assessment also includes a zero
97 dollars per parcel annual rate for parcels less than one acre, a one cent per parcel annual
98 rate for parcels between one and five acres and a two cents per parcel annual rate for
99 parcels greater than five acres. The King Conservation District filed the proposed system
100 of assessments with the King County council on July 31, 2009.

101 O. For the purposes set forth in chapter 89.08 RCW, the public interest is served
102 by the imposition of a special assessment for the conservation district in accordance with
103 this ordinance, and all lands within the boundaries of the King Conservation District,
104 with forestlands, parcels owned by the federal government and parcels owned by
105 federally recognized tribes or members of such tribes that are located within the historical
106 boundaries of a reservation being exempted from charge, have derived and will continue
107 to derive a benefit from the natural resource conservation projects and programs equal to
108 or exceeding the ten dollars per parcel assessment. Except for the parcels exempted
109 herein, the assessment of nine dollars and ninety-eight cents per parcel on all King
110 County parcels, also including a zero dollars per parcel annual rate for parcels less than
111 one acre, a one cent per parcel annual rate for parcels between one and five acres and a

112 two cents per parcel annual rate for parcels greater than five acres, is reasonably
113 calculated to fund and provide public access to conservation activities that shall continue
114 to specially benefit these lands, and these rate amounts do not exceed the special benefits
115 that such lands receive or will receive from these activities. The conservation activities
116 funded herein consist of those projects, programs and activities that are more fully
117 described in Attachment A to this ordinance, the interlocal agreement between King
118 County and the King Conservation District, which agreement provides for cooperative
119 efforts on the part of King County and the King Conservation District to fund the
120 priorities provided for in the agreement and to promote the purposes of RCW 89.08.010
121 as described in subsection D. of this section to improve the quality of water and the
122 conservation of natural resources in King County and to assist landowners in King
123 County to comply with laws and regulations that protect the quality of the County's water
124 and natural resources.

125 P. On November 16, 2009, the King County council held a public hearing on the
126 proposed King Conservation District assessment. At the hearing, the council heard
127 testimony that the public interest would be best served by imposing the King
128 Conservation District proposed system of assessments for a three year period, in
129 accordance with the terms of the interlocal agreement.

130 Q. The interlocal agreement between the King Conservation District and King
131 County specifies the use of special assessment expenditures for identified natural
132 resource conservation programs and activities. These programs and activities identified
133 in the interlocal agreement serve the public interest. The special assessments to be
134 imposed on any land will not exceed the special benefit that the land receives or will

135 receive from these programs and activities. Programs and activities provided with
136 assessment revenues as allocated in the interlocal agreement satisfy RCW 89.08.400 for
137 each of the three years of the assessment.

138 R. Ordinance 16703 imposing a natural resource conservation special assessment
139 for the King Conservation District required filing of a signed interlocal agreement by
140 December 15, 2009, with the clerk of the council. The ordinance further provided that if
141 the agreement was not timely filed the ordinance would not take effect and the special
142 assessment should not be imposed or collected. The agreement was filed with the clerk
143 on December 16, 2009. This administrative error should be remedied so that the
144 assessment is imposed and the interlocal agreement is legally effective. Enactment of
145 this ordinance is necessary to remedy the untimely filing of the agreement.

146 S. The King County treasurer requires information of the amount of the
147 assessment on or before January 7, 2010, to be able to include the assessment on the 2010
148 property tax bills. Enactment of this ordinance as an emergency ordinance is necessary
149 to meet that deadline.

150 SECTION 2. A natural resource conservation special assessment for the King
151 Conservation District of nine dollars and ninety-eight cents per parcel on all property
152 within the district plus an additional zero dollars per parcel annual rate for parcels less
153 than one acre, a one cent per parcel annual rate for parcels between one and five acres
154 and a two cents per parcel annual rate for parcels greater than five acres, is hereby
155 imposed for collection effective January 1, 2010, through December 31, 2012, with the
156 following lands exempted from such charges: lands assessed as forestland; parcels
157 owned by the federal government; and parcels owned by federally recognized tribes or

158 members of such tribes that are located within the historical boundaries of a reservation.
159 The use of revenues from this assessment is subject to the terms of the interlocal
160 agreement between the King Conservation District and King County, Attachment A to
161 this ordinance, which may be amended. This assessment for any year may be modified
162 or repealed by ordinance on or before December 31 of the preceding year.

163 SECTION 3. The amount of the assessment shall constitute a lien against any
164 property for which the assessment has not been paid by the date it is due. A notice of lien
165 shall be sent to each owner of such property.

166 SECTION 4. In accordance with RCW 89.08.400(2), the King Conservation
167 District special assessments may be revised by the King County board of appeals with
168 respect to individual parcels. Appeals of the special assessment for the King
169 Conservation District must be filed with the King County board of appeals in a manner
170 prescribed by the board on or before March 30, 2007, for the 2007 assessment, and by
171 March 30 of each ensuing calendar year for that year's assessment. The board of appeals
172 shall hold a public hearing to consider objections to the special assessment for the King
173 Conservation District, act as a board of equalization and make any adjustments to the
174 special assessment. The board may make reductions in assessments for properties which
175 meet the exemption criteria established in RCW 89.08.400 or other reasonable grounds
176 consistent with chapter 89.08 RCW.

177 SECTION 5. The King County council hereby ratifies and approves the interlocal
178 agreement signed by the executive and the King Conservation District, a copy of which
179 constitutes Attachment A to this ordinance, that establishes the roles and responsibilities
180 of the county and the King Conservation District in cooperatively undertaking natural

181 resource conservation programs, projects and activities under funding obtained through a
182 system of special assessments.

183 SECTION 6. In the event that either party to the interlocal agreement terminates
184 the agreement, the special assessment provided for in this ordinance shall be rescinded
185 for the year or years following the termination.

186 SECTION 7. All provisions of this ordinance are necessary to accomplish the
187 intent of the council in imposing the natural resource special assessment for the duration
188 of the assessment from January 1, 2010, through December 31, 2012, and are not
189 severable from each other. If any provision of this ordinance is declared by a final court
190 order to be invalid, all provisions of this ordinance shall be deemed to be of no force or
191 effect and the natural resource assessment authorized herein shall not be collected, or if
192 collected shall be refunded by the King Conservation District.

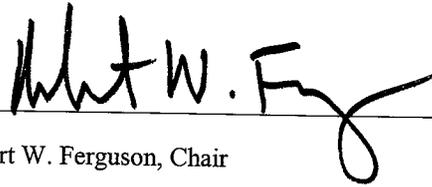
193 SECTION 8. The county council finds as a fact and declares that an emergency
194 exists and that this ordinance is necessary for the immediate preservation of public peace,
195

196 health or safety or for the support of county government and its existing public
197 institutions.

Ordinance 16743 was introduced on 1/4/2010 and passed by the Metropolitan King
County Council on 1/4/2010, by the following vote:

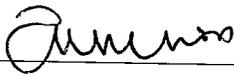
Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Robert W. Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments: A. Interlocal Agreement Between King County and the King Conservation District
Relating to Natural Resource Conservation

16743

Attachment A
ORIGINAL

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**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE KING CONSERVATION DISTRICT
RELATING TO NATURAL RESOURCE CONSERVATION**

THIS AGREEMENT is entered into by and between King County, a Washington municipal corporation (hereinafter referred to as the "County"), and the King Conservation District, a governmental subdivision of the state of Washington organized under Chapter 89.08 RCW (hereinafter referred to as the "District").

RECITALS

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 89.08.341, the County and the District are authorized to enter into this Agreement for the purpose of engaging in cooperative efforts to promote, facilitate and undertake programs and activities relating to the conservation of natural resources; and

WHEREAS, the District was established in 1949 pursuant to Chapter 89.08 RCW with the purpose and authority to undertake programs and activities to protect and conserve natural resources throughout King County; and

WHEREAS, since its inception the District has developed an expertise in the management of soil, water and natural resources to protect and conserve the environment and local economies and the District has earned a reputation among landowners as an organization that understands and appreciates their needs; and

WHEREAS, the District's relationship with the Natural Resources Conservation Service of the United States Department of Agriculture and other federal and state agencies strengthens its ability to preserve and protect natural resources in King County through access to federal and state funded programs; and

WHEREAS, the District is authorized to plan and administer activities that affect the best use and conservation of renewable natural resources in such areas as farming, forestry, watershed stabilization and prevention and reduction of erosion and stormwater, protection of fish and wildlife, prevention and reduction of pollution to surface waters and habitat restoration, and to work in coordination with local agencies to avoid duplication of effort; and

WHEREAS, the County has an interest in protecting the quality of its soils and water to enhance human health and the health of its watersheds including aquatic and riparian habitats, and is obligated under its National Pollution Discharge Elimination System permit to do so; and

WHEREAS, the County's Zoning Code provides for King County landowners to work with the District to bring agricultural practices into compliance with water quality and

39 critical area standards and to assist farmers in developing farm plans that promote flexibility
40 for water way buffer areas, and soil and water resource conservation practices; and

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

44 WHEREAS, the District is authorized to conduct surveys, investigations and research
45 that relate to the conservation of renewable natural resources and the preventative and control
46 measures and works of improvement, provided that, in order to avoid duplication of research
47 activities, any such research shall be done in cooperation with other governments and
48 agencies of the state and the United States; and

49 WHEREAS, municipal and county governments and other stakeholders have invested
50 major efforts in completing salmon habitat conservation plans through the mechanism of
51 Water Resource Inventory Area (WRIA) planning processes authorized by the Washington
52 Salmon Recovery Act, Chapter 77.85 RCW, and these planning processes have been
53 coordinated by the WRIA 8 Forum, the WRIA 9 Forum, and the Snoqualmie Watershed
54 Forum, which are composed of local jurisdictions and stakeholders that have joined
55 themselves under interlocal agreements to promote salmon recovery in the WRIA 8 and 9
56 and Snoqualmie watershed areas; and

57 WHEREAS, the District has been instrumental in the development of the WRIA 8,
58 WRIA 9 and the Snoqualmie Watershed salmon habitat conservation plans by providing on
59 an annual basis critical funding resources to the forums through a grants program that has
60 helped the member jurisdictions successfully complete such plans and implement early
61 actions and projects that were consistent with the developing plans; and

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

66 WHEREAS, the County, both in its capacity as a member jurisdiction within each
67 forum, and as service provider to each of the three forums, supports the implementation of
68 the approved plans and supports the District's continued involvement in providing
69 financial assistance to the forums so as to bring about the successful implementation of the
70 plans; and

71
72 WHEREAS, a key component of the WRIA watershed plans is a focus on
73 programmatic efforts working with private landowners on a voluntary basis to educate and
74 support the voluntary implementation of Best Management Practices (BMPs) on private
75 lands; and

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

79 WHEREAS, the County and the District continue to share a mutual goal of providing
80 a stable and predictable source of funding for the District's conservation programs and for the
81 District's support of water quality and habitat protection grant programs to support the water
82 resource inventory area and watershed forums' implementation of salmon habitat recovery
83 plans in King County, and member jurisdictions' natural resource conservation programs and
84 activities that are consistent with the District's statutory purposes, so that the District, the
85 County, and member jurisdictions, the watershed forums and other stakeholders can
86 implement long-range plans for natural resource conservation; and

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

90 WHEREAS, pursuant to RCW 89.08.400 the District is required on or before the first
91 day of August in the year prior to which the District is proposing that a special assessment be
92 imposed to file with the County a proposed system of assessments, indicating the years
93 during which the District proposes that a special assessment be imposed, along with a
94 proposed budget for the District's Program of Work for the succeeding year; and

95 WHEREAS, in order for the County to adopt a system of assessments under RCW
96 89.08.400 for the benefit of the District's conservation programs and activities, the County
97 must find that the public interest will be served by the imposition of the special assessments
98 and that the special assessments to be imposed on any land will not exceed the special benefit
99 that the land receives or will receive from the District's programs and activities; and

100 WHEREAS, the County and the District desire to work cooperatively on natural
101 resource conservation efforts, including projects and activities to conserve soils and to
102 improve the quality of water in the County and to assist landowners in King County to
103 comply with laws and regulations that protect the quality of the County's water, which
104 activities have been declared to be of a special benefit to lands pursuant to RCW
105 89.08.400(1); and

106 WHEREAS, the District has a responsibility to keep local agencies fully informed
107 about the status and progress of their resource conservation programs and plans pursuant to
108 RCW 89.08.341; and
109

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

115 WHEREAS, the County acknowledges that the District has historically prepared its
116 Programs of Work and associated budgets on an annual basis and that the District needs to
117 retain the right to prepare annually its Programs of Work and associated budgets so that they
118 may be based on current information and circumstances and, further, so that the District can
119 maintain some flexibility to address new or emerging conservation needs and requirements
120 which may vary from year to year and which may impact the District's Programs of Work
121 and associated budgets; and

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

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

130 I. PURPOSE OF THE AGREEMENT:

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

132 B. The purpose of this Agreement is to establish and define the terms and conditions
133 for the cooperative efforts to be undertaken by the County and the District to promote,
134 facilitate and undertake certain conservation programs and activities to be funded, in whole
135 or in part, by the District's special assessment funds imposed under RCW 89.08.400. The
136 terms of this Agreement do not govern or restrict the District in any manner relating to funds
137 that the District may receive from sources other than the special assessments funds imposed
138 by the County pursuant to RCW 89.08.400.

139 II. DEFINITIONS:

140 A. "Program of Work" means a detailed statement or description of the conservation
141 programs and activities to be undertaken by the District for a particular calendar year using
142 special assessment funds authorized and imposed by the County for the benefit of the District
143 pursuant to RCW 89.08.400. A Program of Work will include a budget, broken out by major
144 activities, identifying the anticipated expenditure of the special assessment funds for the
145 District's conservation programs and activities described in the Program of Work. A Program
146 of Work for each of the years subject to this Agreement shall be submitted to the King
147 County Council by the District on or before August 1 of each year for the following year's
148 activities and programs.

149 B. "Advisory Committee" means a committee consisting of representatives of the
150 District and key stakeholder groups, including representatives of the County, member
151 jurisdictions, WRIA watershed forums and other interested parties, that will review and make
152 recommendations to the Board of Supervisors on the District's Program of Work and the

153 associated annual budget during the term of the assessment. The purpose of the Advisory
154 Committee will be to foster a greater understanding of the programs and services provided by
155 the District, and to identify conservation programs that may be undertaken by the District
156 through the use of assessment funds. The District shall constitute the Advisory Committee in
157 a manner that reflects the District's commitment to the private landowner and to
158 programmatic efforts, while including financial and scientific expertise from the County and
159 balanced representation from the District, member jurisdictions and the three WRIA
160 watershed forums. The District will solicit input from the County as to the County's
161 recommendations relating to which participants the County believes would be appropriate to
162 include on the Advisory Committee. The committee shall meet quarterly or more often as
163 deemed necessary and appropriate by the District. The committee will review and provide
164 recommendations to the District regarding the protocols and procedures for applying for and
165 receiving WRIA grants and member jurisdiction grants. The committee is an advisory body
166 with the power to make recommendations to the District; however, such recommendations
167 are not binding on the District. Participants on the Advisory Committee are expected to
168 regularly participate in Advisory Committee meetings and associated activities. The
169 District's Board in consultation with the committee shall adopt by-laws governing the
170 membership, meetings and operating procedures of the committee.

171 C. "Assessment Appropriation Budget" means a budget that describes the District's
172 programs and activities for a calendar year that are to be funded by assessment funds subject
173 to this Agreement which budget includes the amounts to be expended for each program or
174 activity for a particular year. The District's Assessment Appropriation Budget for 2010 was
175 previously provided to the County on July 31, 2009 and is incorporated herein by this
176 reference and is subject to the modifications provided for herein. Proposed Assessment
177 Appropriation Budgets for 2011 and 2012 will be provided to the County by the District with
178 the District's Program of Work on or before August 1 of each year prior to the period of the
179 assessment, and shall be finally adopted by the District no later than December 1 of each year
180 prior to the period of assessment. A copy of the finally adopted Program of Work and
181 Assessment Appropriation Budget shall upon adoption be transmitted to the King County
182 Council.

183 D. "Grant Fund Appropriation Commitment" means a financial commitment by the
184 District to fund the District's grant programs at specific appropriation levels throughout the
185 term of this Agreement. The Grant Fund Appropriation Commitment includes an agreement
186 that provides for the District's recovery of direct and indirect overhead expenses which the
187 County and the District acknowledge are appropriate to allocate to, and recover from, the
188 funds appropriated to the WRIA grant and member jurisdiction grant programs.

189 III. RESPONSIBILITIES OF THE PARTIES:

190 A. THE DISTRICT

191 1. Cooperation with the County: The District agrees that it will cooperate with the
192 County by performing certain services or responsibilities that (a) have been properly defined
193 and formally accepted by the District, (b) are consistent with the requirements of Chapter

194 89.08 RCW, and (c) are adequately funded through special assessment funds designated for
195 such activities and approved by the District, or through other funding sources provided by the
196 County or third parties. The District agrees that these three standards set forth in (a), (b), and
197 (c) above are met for the services described in subsections (a) through (e) below, and agrees
198 to provide such services consistent with past practice and at historical levels. The District
199 further agrees that the provision of such services shall include:

200 a. Working with the County in performing specific natural resource
201 conservation functions as identified in the King County Code Titles 2, 9, 16 and 21A,
202 including continuation of collaborative work with King County and rural property owners for
203 natural resource conservation, landowner assistance and farm planning, particularly as
204 provided for in Title 21A and in accordance with past practices and historical levels for
205 farm plans. For the purposes of this subsection, "historical levels" shall mean the total
206 number of farm plans completed over the past 10 years divided by the number 10. The
207 District and the County agree to discuss additional funding sources for the District to
208 complete farm plans in the event that the requests for farm plans exceeds the historical
209 levels by 10% or more for the year. The District shall not be required to prepare farm
210 plans that are above historical levels without receiving additional funding for that
211 purpose from sources other than the assessments provided for herein.

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

214 c. Convening the Advisory Committee on at least a quarterly basis to assist
215 the District in the development of its annual Program of Work and to facilitate the purposes
216 of the Advisory Committee, including but not limited to recommending to the District Board
217 of Supervisors consistent guidelines for grant awards for programs and services funded by
218 conservation assessment funds and for use of such funds in support of the District's grant
219 programs.

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

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

224 2. Other District Services: The District agrees to make a good faith effort to assist
225 agencies of the County where the District's expertise may be of use in performing other
226 conservation programs or activities of public interest such as the Agricultural Commission,
227 farmland preservation, water quality cost-share, agriculture economic development policy,
228 small farm support, and general farm marketing support, including but not limited to Puget
229 Sound Fresh, to the extent such programs and activities are consistent with Chapter 89.08
230 RCW and as District staffing and resources allow.

231 3. Proposed System of Assessments, Programs of Work, and Assessment
232 Appropriation Budgets: In accordance with RCW 89.08.400, the District has previously

233 submitted to the County on July 31, 2009, its proposed system of assessments and its
234 Assessment Appropriation Plan for 2010-2014, together with an Assessment Appropriation
235 Budget for 2010. In executing this Agreement, the District agrees that its Programs of Work
236 during the term of this Agreement and its Assessment Appropriation Budgets for 2010-2012
237 shall provide for and fund the District's grant programs in a manner that is consistent with
238 the Grant Fund Appropriation Commitment attached hereto as **Attachment A**, which is
239 incorporated herein by this reference. The District agrees that its Assessment Appropriation
240 Budget for 2010 shall be formally amended and submitted to the County for review by
241 December 1, 2009.

242 The District agrees that it will spend funds collected through the special assessment
243 imposed by the County in a manner which is consistent with its finally adopted Programs of
244 Work and Assessment Appropriation Budgets as finally submitted to the County and that no
245 such funds will be spent for activities that are not specified in the annual Programs of
246 Work and Assessment Appropriation Budgets.

247 4. WRIA Grant Program: During the term of this Agreement, the District will fund and
248 administer a grant program in partnership with the three King County WRIA watershed
249 forums identified as follows: the Snoqualmie Watershed Forum, the WRIA 8 Salmon
250 Recovery Council, and the WRIA 9 Watershed Forum, in accordance with the attached Grant
251 Fund Appropriation Commitment. The grant program will fund projects and programs as
252 provided for and in accordance with the priorities in the WRIA-based Salmon Recovery
253 Plans approved by the forum member jurisdictions as recommended to the District by each of
254 the forums. In addition, the District will work with the WRIA watershed forums to identify,
255 implement and fund landowner incentive programs which are consistent with the WRIA-
256 based Salmon Recovery Plans. The District will work with the WRIA watershed forums in
257 order to ensure that WRIA grant applications submitted to the District for consideration are
258 consistent with the District's grant policies and procedures and the requirements of Chapter
259 89.08 RCW. Applications for WRIA grants shall be submitted in accordance with the grant
260 policies and procedures adopted by the District.

261 5. Member Jurisdiction Grant Program: During the term of this Agreement, the
262 District will fund and administer a grant program in partnership with member jurisdictions in
263 accordance with the attached Grant Funding Appropriation Commitment. The grant program
264 will fund projects and programs within a given jurisdiction upon an application being
265 submitted by the local jurisdiction to the District for District review and approval on the basis
266 of consistency with the District's statutory purposes. Member jurisdiction grants shall be
267 submitted in accordance with the grant policies and procedures adopted by the District. Each
268 jurisdiction is to receive grant funds on the basis of the number of parcels assessed within
269 that jurisdiction. In the event that a jurisdiction has not used funds allocated from the District
270 assessment within five years following the date of the assessment, after 180-days' prior
271 written notice from District to the jurisdiction, the District may reallocate the unused funds
272 to other District programs. In the interests of efficiency and obtaining the maximum
273 benefits from these grant funds, the District is willing to allow two or more local jurisdictions
274 to pool resources in any one year for projects consistent with the District's statutory purposes,
275 and to fund such projects on a rotating basis within the group of local jurisdictions so

276 pooling. The District will establish policies and procedures that provide for the pooling of
277 grant funds.

278 6. Other District Programs: The District will fund its remaining programs and
279 activities in accordance with the attached Grant Fund Appropriation Commitment and the
280 annual Programs of Work and Assessment Appropriation Budgets to be submitted to King
281 County.

282
283 7. Service to Incorporated Areas: The District's Programs of Work will include
284 services to be provided to incorporated areas within the County, for which the District may
285 enter into separate agreements with other local governments.

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

297 B. THE COUNTY

298 1. Approval of Assessment: The County will consider a system of special
299 assessments for the District in accordance with the requirements of RCW 89.08.400, which
300 shall be effective for one or more years, up to a maximum duration of ten years, to fund the
301 District's conservation programs and activities described in the Programs of Work.

302 2. Review of Programs of Work and Assessment: The special assessment for the
303 remaining years beyond the first year of any multi-year special assessment imposed by the
304 County may be modified or repealed by the County in its sole discretion on or before January
305 1 of any year. Any assessment funds collected by or for the benefit of the District based on a
306 previously adopted system of assessment will be used by the District in accordance with the
307 previously submitted Programs of Work and annual Assessment Appropriations Budgets
308 submitted to support each such year's assessments.

309 3. Authorized Collection Fees: The King County Treasurer is authorized to deduct
310 one percent of the collected special assessments to cover the costs incurred by the County
311 Treasurer and County Assessor in spreading and collecting the special assessments;
312 provided, however, that any portion of such amount in excess of the actual costs of such
313 work shall be transferred to the District to be used at the discretion of the District.

314 4. Cooperation and Collaboration with the District: The County, working through the
315 Advisory Committee or at the invitation of the District, will assist the District in the

316 development and implementation of the Programs of Work. Any agency of the County that
317 has expertise, which may be of use to the District, will make a good faith effort to assist the
318 District, as requested and as resources allow. The Deputy County Executive shall constitute
319 the ongoing point of contact to promote communications with the District. The District and
320 the County will work to establish a process that will provide for communications and
321 discussions between the District Board of Supervisors and the County Council on a quarterly
322 basis. Further, the County and the District desire to work together in collaboration, and the
323 parties recognize that they each may have ongoing research programs, which may be of
324 benefit to each other. The District agrees, in order to avoid duplication of research activities,
325 that before undertaking any research project, it will consult with the County. In the event
326 that the research project is determined by the District and the County to be duplicative, then
327 it shall not be undertaken by the District through the use of assessment funds. If the parties
328 cannot agree on this issue, each shall appoint a representative and the two appointed
329 representatives shall jointly choose a third. The three individuals shall resolve the dispute by
330 majority vote and the decision of this group shall be final.

331 IV. MAINTENANCE OF RECORDS:

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

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

340 V. AUDITS AND EVALUATION:

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

345 B. The parties will cooperate with each other in order to review and evaluate the
346 procedures used to authorize the special assessments and the services provided under this
347 Agreement. The parties will make available to each other all information reasonably required
348 by any such review and evaluation process. Provided, however, each party may require the
349 other party to submit a formal request for information in accordance with applicable internal
350 policies or law.

351 VI. EFFECTIVENESS AND TERMINATION:

352 A. This Agreement shall become effective upon its signature by both the County and
353 the District, and shall terminate on December 31, 2012, unless it is terminated at an earlier
354 date pursuant to Section VI B. of this Agreement.

355 B. This Agreement also shall terminate if:

- 356 (1) The County, in its sole discretion, repeals the District's assessment, or
357 (2) The District requests that the County repeal its assessment.
358

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

362 VII. NONDISCRIMINATION:

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

369 VIII. INDEMNIFICATION:

370 Each party hereto agrees, as authorized by law, to indemnify and hold harmless the
371 other party, its elected officials, employees and agents, for all claims (including demands,
372 suits, penalties, liabilities, damages, costs, expenses or loss of any kind or nature whatsoever
373 arising from or out of this Agreement) to the extent such a claim arises or is caused by the
374 indemnifying party's own negligence or that of its elected officials, employees or agents, in
375 performance of this Agreement. The foregoing indemnity is specifically and expressly
376 intended to constitute a waiver of each party's immunity under Washington's Industrial
377 Insurance act, RCW Title 51, as respects the other party only, and only to the extent
378 necessary to provide the indemnified party with a full and complete indemnity of claims
379 made by the indemnitor's employees. The parties acknowledge that these provisions were
380 specifically negotiated and agreed upon by them.

381 IX. AMENDMENTS:

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

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X. ENTIRE CONTRACT-WAIVER OF DEFAULT:

The parties hereto agree that this Agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the parties to this Agreement. Each party shall carry out its duties under this Agreement in good faith and in accordance with legal requirements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 15th day of December, 2009.

King Conservation District

William M. Kanelop
Chair, Board of Supervisors

King County

Dwight L. ...
King County Executive

Approved as to Form:

Eric Finnott
District Legal Counsel

Approved as to Form:

Joseph B. ...
Deputy Prosecuting Attorney

Attachment A:

King Conservation District Assessment Funding Commitment

For the time period January 1, 2010 to December 31, 2012; the King Conservation District will appropriate the following District Grant Programs with funding at the following minimum levels, subject to a reasonable administrative charge, as set forth herein.

The District's annual assessment appropriation plan for 2010, and any other relevant Board policies adopted in connection with the 2010 Proposed System of Assessments, filed with King County on July 31, 2009, will be amended to reflect these changes. In addition, the District's annual appropriations budget for 2011 and 2012 that will be submitted to King County shall be consistent with these agreed funding levels. The King Conservation District will provide King County with a copy of its proposed Annual Program of Work and Budget for 2010, 2011, and 2012 on or before August 1 of each year prior to the period of assessment, with funding levels consistent with this Attachment A. The finally adopted Annual Program of Work and Budget for each such year will be provided to King County by no later than December 1 of each year prior to the period of assessment, with funding levels consistent with this Attachment A.

KCD Grant Program	Grant Fund Appropriation
King CD – WRIA 7 Grant Program Snoqualmie Watershed Forum	\$ 600,000.00
King CD – WRIA 8 Grant Program Lake Washington – Cedar – Sammamish	\$1,200,000.00
King CD – WRIA 9 Grant Program Green-Duwamish-Central Puget Sound	\$1,200,000.00
Member Jurisdiction Grant Program	\$1,200,000.00
Total Annual Fund Appropriations:	<u>\$4,200,000.00</u>

These agreed upon committed funding levels set out in this Attachment A, depend upon consistent levels of funding of the total assessment, and the current composition of member jurisdictions, or significant number of parcels, within the District at the time of this Interlocal Agreement, and are subject to adjustment based on any reductions attributed to the withdrawal of any member jurisdictions.

These agreed upon funding levels do not affect any remaining assessment funds, which shall be spent in a manner consistent with the annual appropriations budgets submitted to King County.

A direct cost and overhead charge shall be charged against the WRIA 7, WRIA 8, WRIA 9, and Member Jurisdiction Grants Programs in a proportional manner, consistent with the formula agreed to by the District and the County, such number shall be recalculated on an annual basis. In 2010, the amount for this direct cost and overhead charge is \$203,260.00.

The District and the County agree that the funding commitments set forth herein will be reviewed and amended, as necessary, in order to address (1) new statutory requirements that the District Board of Supervisors are subject to general election laws under Title 29 RCW which would result in significant election expenses being incurred by the District, or (2) new unfunded mandates or program requirements that are imposed by Federal, State, or local jurisdictions upon the District such that the District is able to demonstrate that the cost of fulfilling such mandates amount to ten percent (10%) or more of the total amount collected by the District for District programs, except for those amounts attributed to the WRIA and Member Jurisdiction Grant Programs.