



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19835

Proposed No. 2024-0278.2

Sponsors Balducci

1 AN ORDINANCE relating to the imposition of a natural
 2 resource conservation rate and charge in the King
 3 Conservation District and authorizing the executive to enter
 4 into an interlocal agreement between King County and the
 5 King Conservation District.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 **SECTION 1. Findings:**

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

12 B. RCW 89.08.405 authorizes a county legislative authority to approve by
 13 resolution revenues to a conservation district by fixing a system of rates and charges to
 14 fund conservation district activities and programs to conserve natural resources.

15 C. The King Conservation District provides the benefits of resource practices,
 16 programs and projects authorized by chapter 89.08 RCW available to all land owners or
 17 land occupiers within the district including but not limited to: soil conservation;
 18 measures to address property compliance with federal, state, and local laws and
 19 regulations, including Clean Water Act standards and Endangered Species Act
 20 requirements; aquatic and upland habitat protection and restoration, including technical

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21 assistance; National Pollutant Discharge Elimination System permit support; educational
22 and demonstration projects; water quality monitoring; rain garden programs; invasive
23 species programs; assistance relating to stewardship of working lands, such as
24 agricultural and forest lands; assistance to farmers; assistance to county and municipal
25 departments with water quality coordination and protections; coordination of
26 intergovernmental partnerships to carry out joint projects, including the development and
27 implementation of water quality and habitat protection projects; cost-sharing funding for
28 sensitive area best management practices implementation; and other such natural resource
29 conservation activities as provided for in chapter 89.08 RCW.

30 D. The declaration of legislative intent in establishment of conservation districts
31 in RCW 89.08.010 is incorporated in this ordinance, notably the Washington state
32 Legislature's acknowledgement that "there is a pressing need for the conservation of
33 renewable resources in all areas of the state, whether urban, suburban, or rural, and that
34 the benefits of resource practices, programs, and projects, as carried out by the state
35 conservation commission and by the conservation districts, should be available to all such
36 areas; therefore, it is hereby declared to be the policy of the legislature to provide for the
37 conservation of the renewable resources of this state, and for the control and prevention
38 of soil erosion, and for the prevention of flood water and sediment damages, and for
39 furthering agricultural and nonagricultural phases of conservation, development,
40 utilization, and disposal of water, and thereby to preserve natural resources, control
41 floods, prevent impairment of dams and reservoirs, assist in maintaining the navigability
42 of rivers and harbors, preserve wildlife, protect the tax base, protect public lands, and
43 protect and promote the health, safety, and general welfare of the people of this state."

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44 E. King County and the King Conservation District are authorized under chapter
45 39.34 RCW, the Interlocal Cooperation Act, and RCW 89.08.341 to enter into interlocal
46 agreements for the purpose of engaging in cooperative efforts to promote, facilitate and
47 undertake programs and activities relating to the conservation of natural resources and to
48 keep, according to RCW 89.08.341, "...local agencies fully informed concerning the
49 status and progress of the preparation of their resource conservation programs and plans."

50 F. The county and the district have historically expressed their cooperative
51 relationship through use of these interlocal agreements, which have described the
52 processes and mechanisms by which they were to carry out their respective roles.

53 G. In Ordinance 19032, adopted in 2019, the county council approved the
54 following rates for collection effective January 1, 2020, through December 31, 2024:
55 agricultural lands, twelve dollars per parcel per year; residential lands, eleven dollars
56 and sixty- three cents per parcel per year; institutional or public lands, eleven dollars
57 and seventy-two cents per parcel per year; commercial lands, eleven dollars and
58 forty-seven cents per parcel per year; open space lands, eleven dollars and thirty-nine
59 cents per parcel per year; vacant or undeveloped lands, eleven dollars and seventy
60 cents per parcel per year; and forested lands, zero dollars and zero cents per parcel per
61 year; with the following lands exempted from such charges: lands owned by federally
62 recognized Native American tribes or members of such tribes that are located within
63 the historical boundaries of a reservation.

64 H. The rates adopted in Ordinance 19032 were based on the district's
65 proposed 2020 program of work in Resolution 19-007 and proposed system of rates
66 and charges in Resolution 19-008, both transmitted to the council in July 2019. In

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67 Resolution 19-008, the district defined each of the seven classes of property based on the
68 King County assessor's property classifications. Ordinance 19032 also authorized a
69 five-year interlocal agreement between the district and the county.

70 I. In Resolution No. 19-007, the district described the information the board of
71 supervisors considered, including, but not limited to, services furnished, to be furnished
72 or available to the landowner; benefits received, to be received or available to the
73 property; land use categories in the district; and the impacts of proposed programs on
74 categories of lands, including burdens offset and benefits received both directly and
75 indirectly.

76 J. The district also provided to King County the FCS Group Rate Study Report,
77 which the district participated in, that created the rate structure and supporting analysis
78 that provided for different rates by land use, based on benefits, programs, and services
79 received, to be received or to be available from each proposed district program in the
80 2020 annual program of work. The 2020-2024 interlocal agreement required annual
81 programs of work to be submitted to the council before September 1 of each year for the
82 following year's activities and programs.

83 K. The classes of property in the 2020-2024 system of rates and charges
84 proposed by the district and adopted by the council are based on property use, and among
85 the different classes there are sufficient differences in services and/or benefits received, to
86 be received, or available from the district's programs and activities, to establish a rational
87 basis for the different classes.

88 L. The system of rates and charges approved in Ordinance 19032 expires on
89 December 31, 2024. On August 12, 2024, the district transmitted to the county council

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90 a proposed program of work and rates and charges appropriations budget for 2025,
91 which is Resolution 24-002, a proposed system of rates and charges for 2025, which
92 is Resolution 24-003, and a proposed appeal process for landowners subject to the
93 proposed rates and charges, which is Resolution 24-004. The district engaged FCS
94 Group to develop the rate structure that allocates costs of district services to classes of
95 property. The rate structure is Attachment A to Resolution 24-003. The district's
96 proposed system of rates and charges applies to the same classes of property as the
97 2020-2024 rates and charges and assigns weighting factors. The following rates are
98 proposed by the board of supervisors for 2025: agricultural land, thirteen dollars and
99 thirty-one cents per parcel per year; residential land, thirteen dollars and three cents
100 per parcel per year; institutional or public land, thirteen dollars and six cents per
101 parcel per year; commercial land, twelve dollars and fifty-six cents per parcel per
102 year; open space land, twelve dollars and fifty-five cents per parcel per year; vacant or
103 undeveloped land, twelve dollars and forty cents per parcel per year. Similar to the
104 2020-2024 rate structure, the proposed system does not include a charge for forested
105 land because the cost to administer a rate program for such land is believed to be in
106 excess of likely revenues under the formula in RCW 89.08.405.

107 M. The district's proposed system of rates and charges and program of work
108 and rates and charges appropriations budget for 2025 represent a continuation of
109 current programs and activities.

110 N. The rates reflect an updated calculation of either the services or the
111 benefits, or both, received by the different classes of property use based on the 2024
112 FCS Rate Study referenced in subsection L. of this section. Additionally, the rates

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113 reflect a 2.6 percent inflationary adjustment for 2025, and the following inflationary
114 adjustments in subsequent years: 2 .6 percent for 2026; 2.6 percent for 2027; 2.6
115 percent for 2028; and 2.6 percent for 2029.

116 O. Those properties located within the jurisdictions in King County that are not
117 within the King Conservation District may receive some small incidental benefit from the
118 activities of the district, but the owners of such properties do not have direct access to
119 conservation programs and services provided as a result of the revenues derived from the
120 system of rates and charges. In contrast, member jurisdictions may receive conservation
121 district grant funds and participate in budget and policy discussions through membership
122 on the advisory committee.

123 P. RCW 89.08.220(4) authorizes the King Conservation District to cooperate and
124 enter into agreements with, and within the limits of appropriations made available to it, to
125 furnish financial or other aid to any agency, government or otherwise, or any occupier of
126 land within the district in the carrying on of preventative and control measures and works
127 of improvement for the conservation of renewable natural resources within the district.

128 Q. The King Conservation District under RCW 89.08.220(1) is authorized to
129 engage in investigation and research that relates to the conservation of renewable natural
130 resources: provided that in order to avoid duplication of research activities, any research
131 is done in cooperation with state government and agencies of the state and the United
132 States and agencies of the United States.

133 R. The county and the King Conservation District continue to share a mutual goal
134 of providing a stable and predictable source of funding for the district's conservation
135 programs, and local jurisdictions' natural resource conservation programs and activities,

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136 so that the district, the county and member jurisdictions and other stakeholders can
137 implement long-range plans for natural resource conservation. The attached interlocal
138 agreement, Attachment A to this ordinance, provides for such stability and predictability
139 as to funding needs.

140 S. The attached interlocal agreement also provides a framework for the county
141 and the district to continue to cooperatively undertake and fund natural resource
142 conservation programs, projects, and activities.

143 T. For the purposes in chapter 89.08.RCW, the public interest is served by the
144 approval of a system of rates and charges for the King Conservation District in
145 accordance with this ordinance. However, the following are exempt from such charges:
146 parcels owned by the federal government; and parcels owned by federally recognized
147 tribes or parcels owned by members of such tribes that are located within the historical
148 boundaries of a reservation.

149 U. All lands within the boundaries of the King Conservation District have
150 derived and will continue to derive benefits both directly and indirectly and burden
151 offsets both directly and indirectly from the natural resource conservation projects and
152 programs of the district.

153 V. The conservation activities funded by this ordinance consist of those projects,
154 programs and activities that are more fully described in the attached proposed interlocal
155 agreement, and they meet the purposes of RCW 89.08.010 as described in subsection D.
156 of this section to improve the quality of water and the conservation of natural resources in
157 the district and to assist landowners in the district to comply with laws and regulations
158 that protect the quality of the county's water and natural resources. In fulfilling these

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159 purposes, the district furnishes and makes available services to landowners and benefits
160 to properties, and offsets burdens caused by uses of lands so as to protect and preserve
161 renewable natural resources, thereby promoting the health, safety, and general welfare of
162 the landowners within the district.

163 W. In accordance with RCW 89.08.405(5), the district board of supervisors
164 has established by Resolution 24-004 a process providing for landowner appeals of
165 the individual rates and charges as applicable to a parcel or parcels. The district is
166 encouraged through the appeal process to consider including the status of low-income
167 senior citizen and low-income disabled persons as bases for reducing or eliminating
168 the charge that would otherwise be imposed on parcels owned by those persons.

169 X. The programs and activities identified in the proposed interlocal agreement
170 and funded by rates and charges as authorized herein will furnish and make available
171 services to landowners and benefits to properties, and offset burdens caused by uses of
172 land, so as to promote the health, safety, and general welfare of the people and properties
173 within the district and thereby serve the public interest. Programs and activities in the
174 proposed interlocal agreement provided with rates and charges revenues satisfy RCW
175 89.08.405 for each of the five years of the collection of the rates and charges.

176 Y. The imposition of the system of rates and charges constitutes an exercise of
177 King County's police power, as it protects and preserves renewable natural resources,
178 thereby promoting the public interest, health, safety, and general welfare of the properties
179 and property owners within the district.

180 Z. Section 2 of this ordinance establishes that the system of rates and charges
181 imposed by this ordinance for any year may be modified or repealed by ordinance on or

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182 before December 31 of the preceding year.

183 SECTION 2. A natural resource conservation rate and charge is hereby approved

184 for collection as follows:

185 A. Effective January 1, 2025, through December 31, 2025, and imposed on
186 each parcel of real property within the King Conservation District for the district as
187 follows: agricultural lands, thirteen dollars and thirty-one cents per parcel; residential
188 lands, thirteen dollars and three cents per parcel; institutional or public lands, thirteen
189 dollars and six cents per parcel; commercial lands, twelve dollars and fifty-six cents
190 per parcel; open space lands, twelve dollars and fifty-five cents per parcel; vacant or
191 undeveloped lands, twelve dollars and forty cents per parcel; and forested lands, zero
192 dollars and zero cents per parcel.

193 B. Effective January 1, 2026, through December 31, 2026, and imposed on
194 each parcel of real property within the King Conservation District for the district as
195 follows: agricultural lands, thirteen dollars and sixty-six cents per parcel; residential
196 lands, thirteen dollars and thirty-seven cents per parcel; institutional or public lands,
197 thirteen dollars and forty cents per parcel; commercial lands, twelve dollars and
198 eighty-nine cents per parcel; open space lands, twelve dollars and eighty-eight cents
199 per parcel; vacant or undeveloped lands, twelve dollars and seventy-two cents per
200 parcel; and forested lands, zero dollars and zero cents per parcel.

201 C. Effective January 1, 2027, through December 31, 2027, and imposed on
202 each parcel of real property within the King Conservation District for the district as
203 follows: agricultural lands, fourteen dollars and two cents per parcel; residential
204 lands, thirteen dollars and seventy-two cents per parcel; institutional or public lands,

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205 thirteen dollars and seventy-five cents per parcel; commercial lands, thirteen dollars
206 and twenty-three cents per parcel; open space lands, thirteen dollars and twenty-one
207 cents per parcel; vacant or undeveloped lands, thirteen dollars and five cents per
208 parcel; and forested lands, zero dollars and zero cents per parcel.

209 D. Effective January 1, 2028, through December 31, 2028, and imposed on
210 each parcel of real property within the King Conservation District for the district as
211 follows: agricultural lands, fourteen dollars and thirty-eight cents per parcel;
212 residential lands, fourteen dollars and eight cents per parcel; institutional or public
213 lands, fourteen dollars and eleven cents per parcel; commercial lands, thirteen dollars
214 and fifty-seven cents per parcel; open space lands, thirteen dollars and fifty-five cents
215 per parcel; vacant or undeveloped lands, thirteen dollars and thirty-nine per parcel;
216 and forested lands, zero dollars and zero cents per parcel.

217 E. Effective January 1, 2029, through December 31, 2029, and imposed on
218 each parcel of real property within the King Conservation District for the district as
219 follows: agricultural lands, fourteen dollars and seventy-five cents per parcel;
220 residential lands, fourteen dollars and forty-five cents per parcel; institutional or
221 public lands, fourteen dollars and forty-eight cents per parcel; commercial lands
222 thirteen dollars and ninety-two cents per parcel; open space lands, thirteen dollars and
223 ninety cents per parcel; vacant or undeveloped lands, thirteen dollars and seventy-
224 four cents per parcel; and forested lands, zero dollars and zero cents per parcel.

225 F. The following lands are exempted from the charges imposed in this section:
226 lands owned by the federal government; and lands owned by federally recognized Native
227 American tribes or lands owned by members of such tribes that are located within the

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228 historical boundaries of a reservation. The use of revenues from this system of rates and
229 charges is subject to the terms of the proposed interlocal agreement between the King
230 Conservation District and King County, Attachment A to this ordinance, which may be
231 amended upon mutual agreement of the county and the district. In approving this system
232 of rates and charges, the county in the exercise of its police powers is authorizing the use
233 of revenues by the district to protect and preserve renewable natural resources, thereby
234 paying for and regulating the services provided, paying for and regulating the burdens on
235 natural resources that landowners have created and promoting the health, safety, and
236 general welfare of the people and properties within the district. The system of rates and
237 charges for any year may be modified or repealed by ordinance on or before December
238 31 of the preceding year.

239 SECTION 3. The amount of the rate and charge shall constitute a lien against any
240 property for which the rate and charge has not been paid by the date it is due. A notice of
241 lien shall be sent to each owner of the property.

242 SECTION 4. In accordance with RCW 89.08.405(5), the district board of
243 supervisors has established by Resolution 24-004 a process providing for landowner
244 appeals of the individual rates and charges as applicable to a parcel or parcels and
245 providing that any such appeal must be filed by the landowner with the district no
246 later than twenty-one days after the date property taxes are due. The decision of the
247 district's board of supervisors regarding any appeal shall be final and conclusive.

248 SECTION 5. The King County executive is hereby authorized to enter into an
249 interlocal agreement with the King Conservation District, substantially in the form of
250 Attachment A to this ordinance, that establishes the roles and responsibilities of the

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251 county and the district in cooperatively undertaking natural resource conservation
252 programs, projects and activities under funding obtained through a system of rates and
253 charges.

254 SECTION 6. By December 31, 2024, the King County executive shall file
255 with the clerk of the council a fully executed original of the interlocal agreement,
256 substantially in the same form as Attachment A to this ordinance. If the executive
257 fails to timely file the original of the fully executed interlocal agreement, this
258 ordinance shall be null and void and the rates and charges provided for in this
259 ordinance shall not be collected. If either party to the interlocal agreement
260 terminates the agreement, the rates and charges provided for in this ordinance shall
261 not be collected for the calendar year or years following the termination.

262 SECTION 7. All provisions of this ordinance are necessary to accomplish
263 the intent of the county in approving the natural resource rates and charges for the
264 duration of time from January 1, 2025, through December 31, 2029, and are not
265 severable from each other. If any provision of this ordinance is declared by a final
266 court order to be invalid, all provisions of this ordinance shall be deemed to be of no
267 force or effect and the natural resource system of rates and charges authorized in this
268 ordinance shall not be collected, or, if collected, shall be returned to the office of the
269 King County treasurer, who shall hold the moneys until further instruction by the
270 court, or in the absence of such an instruction, upon the terms provided for in the
271 interlocal agreement, Attachment A to this ordinance.

272 SECTION 8. This ordinance is enacted under the county's police power
273 authority, including Article XI, Section 11 of the Washington state Constitution and


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- 274 RCW 36.32.120, and its contracting authority, including under chapter 89.08 RCW and
- 275 Section 120 of the King County Charter.

Ordinance 19835 was introduced on 9/17/2024 and passed by the Metropolitan King County Council on 10/15/2024, by the following vote:


Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:



 E76CE01F07B14EF...
 Dave Upthegrove, Chair

ATTEST:

DocuSigned by:


 8DE1BB375AD3422...
 Melani Hay, Clerk of the Council

APPROVED this _____ day of 10/28/2024, _____.

Signed by:


 4FBCAB8196AE4C6...
 Dow Constantine, County Executive

Attachments: A. ILA Between King County and the King Conservation District, Revised 9/24/2024

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

THIS AGREEMENT is entered into by and between King County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and King Conservation District, a governmental subdivision of the state of Washington organized under Chapter 89.08 RCW (hereinafter referred to as the “District” or as “KCD”).

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 those portions of King County that are within the District; 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, RCW 89.08.405 authorizes the County’s legislative authority to approve by resolution revenues to the District by fixing a system of rates and charges to fund District activities and programs to conserve natural resources, and thereby promote the public health, safety, and welfare of the people and their properties within the District; and

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

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

WHEREAS, RCW 89.08.220(4) authorizes the District to cooperate and enter into agreements with, and within the limits of funding available to it, to furnish financial or other aid to any agency, government or otherwise, or any occupier of land within the District in the carrying on of preventative and control measures and works of improvement for the conservation of renewable natural resources within the District, subject to such conditions that the District's Board of Supervisors may deem necessary to advance the purposes of Chapter 89.08 RCW; and

WHEREAS, the District has helped to fund, on an annual basis, critical natural resource conservation programs and activities of the jurisdictions within the District ("Member Jurisdictions"); and

WHEREAS, the District works with private landowners and land managers on a voluntary basis to educate and support the voluntary implementation of Best Management Practices (BMPs) on private lands; and

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

WHEREAS, the County and the District continue to share a mutual goal of providing a stable and predictable source of funding for the District's conservation programs, and the Member Jurisdictions' natural resource conservation programs and activities that are consistent with the District's statutory purposes, so that the District, the County, Member Jurisdictions, and other stakeholders can implement long-range plans for natural resource conservation; and

WHEREAS, the system of rates and charges and the interlocal agreement authorized in Ordinance 19032 expires on December 31, 2024; and

WHEREAS, on July 9, 2024, the KCD Board of Supervisors adopted the following resolutions: Resolution 24-002, the proposed Annual Program of Work for 2025 and a Rates and Charges Appropriations Budget; Resolution 24-003, a proposed system of rates and charges; and Resolution 24-004, establishing a process for landowners to appeal the rates and charges. These resolutions were transmitted to the County Executive and Council; and

WHEREAS, pursuant to RCW 89.08.405 the County has the authority to impose a system of rates and charges on lands within the District for up to ten years to fund the District's conservation programs and activities; and

WHEREAS, the County, consistent with RCW 89.08.405, has considered the information provided by the District, including Resolutions 24-002, 24-003 and 24-004; and

WHEREAS, in accordance with RCW 89.08.405, the County has found that the public interest, health, safety and welfare will be served by the imposition of a system of rates and charges for a five year period from 2025 through 2029 that funds District conservation programs and activities consistent with the 2025 Program of Work; and

WHEREAS, the County, the District, the Member Jurisdictions, and other stakeholders desire to work cooperatively on natural resource conservation efforts, including projects and activities to conserve soils, to improve the quality of water in the District, to protect natural resources, and to assist landowners in the District to comply with laws and regulations that protect the quality of the soil, water, and resources within the District; and

WHEREAS, the District's programs and activities provide burden offsets to the many forms of damages that occur to natural resources, and also provide numerous benefits, including the conferral of grants, educational workshops, and technical assistance to the properties and property owners within the District, which burden offsets and benefits are not available to the properties and property owners in jurisdictions outside the District; and

WHEREAS, the District is willing to commit to providing the County Executive and County Council an annual report about its programs by September 1 of each year from 2025 through 2029; and

WHEREAS, this Agreement provides for cooperative efforts on the part of the County and the District to fund the District's conservation programs and activities, and to promote and fulfill the legislative declaration and determinations contained in RCW 89.08.010; and

WHEREAS, in fixing the system of rates and charges proposed by the District, the King County Council has authorized the use of such revenues by the District to protect and preserve renewable natural resources, thereby promoting the public interest, health, safety and general welfare of the people and properties within the District.

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

I. PURPOSE OF THE AGREEMENT:

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

B. The purpose of this Agreement is to set forth the agreed upon terms under which the District will plan and undertake its programs and activities relating to the protection and

conservation of natural resources and will keep the County informed of such planning and undertaken efforts.

II. RESPONSIBILITIES OF THE PARTIES:

A. THE DISTRICT

1. Program of Work: Attached to this Agreement as Exhibit A and incorporated herein by this reference, is the District's 2025-2029 Program of Work, which continues programs and activities set out in the prior Program of Work. The County and the District agree that the 2025-2029 Program of Work is in the public interest and promotes the public health, safety and welfare of the citizens of King County who own or occupy properties within the District. During the term of this Agreement, the District shall implement its work in accordance with the 2025- 2029 Program of Work.

2. Previously Collected Funds: The District agrees to use any funds collected by or for the benefit of the District in connection with a previously adopted system of assessments or system of rates and charges in accordance with the terms of the current 2025-2029 interlocal agreement entered into between the District and the County. Programmatic funding will remain in existing interlocal agreement programs where possible, and previous funding allocated to now obsolete interlocal agreement programs will be reallocated to new programs as closely aligned as possible, and noted where and when funds were reallocated.

3. Member Jurisdiction Grants & Services Program:

- a. During the term of this Agreement, the District will fund and administer a grant program for the benefit of its Member Jurisdictions. Each Member Jurisdiction shall be eligible to apply for and receive grant funds in the years subject to the system of rates and charges, on a non-competitive, pro rata basis (number of parcels) that is consistent with the 2025 budget or, at the Member Jurisdiction's option, services in lieu of such grant funds, or direct technical assistance to organizations and residents of those jurisdictions.
- b. In the event that a Member Jurisdiction has not utilized grant funds available in three years, after documented efforts to communicate and work with the member jurisdiction and 90-days' prior written notice from District to the Member Jurisdiction, the District may reallocate the unused funds to other District programs. The District may offer the unused funds as a competitive grant for projects within the Member Jurisdiction or develop direct technical assistance projects within the Member Jurisdiction.
- c. In the interests of efficiency and obtaining the maximum benefits from these grant funds, the District agrees that two or more Member Jurisdictions may pool resources in any one year for projects consistent with the District's statutory purposes and the District's adopted grant policies and procedures, and to fund such projects on a rotating basis within the group of Member Jurisdictions participating in the pooling arrangement.

4. Reallocations: During the term of this Agreement, funds, with the exception of Member Jurisdiction Grants and Local Food System, may be reallocated from one Interlocal Agreement program to another, under the following conditions.

- a. Reallocations of 5% or less of annual program funds may be implemented at the discretion of the District.
- b. Reallocations of more than 5% of annual program funds and less than 10% may be implemented at the discretion of the District, but must be reported to the Executive and County Council. The District will electronically file the notification letter with the clerk of the Council who will retain an electronic copy and provide an electronic copy to all councilmembers.
- c. Reallocations of 10% or more of annual program funds may only be implemented if the Council passes a motion approving any such change.

5. Work with the Advisory Committee:

- a. The District shall provide the Advisory Committee updates on the Program of Work. The Advisory Committee shall provide input and recommendations on program delivery and budget, financial, and annual reporting to the District and Board of Supervisors.
- b. The District shall convene the Advisory Committee. The Advisory Committee composition shall reflect the District's commitment to private land managers and to programmatic efforts, and include a number of representatives from the incorporated member jurisdictions. Such representation shall include, at a minimum (those selected by the KCD or the County are so identified by the text in the parentheses): the KCD Board Chair, a representative of the King County executive branch, a representative of the King County legislative branch, a representative of a governmental or non-governmental organization that specially promotes equity and social justice (to be appointed by KCD with input by the County Executive and confirmed by the County Council), a representative of the City of Seattle, a representative of the City of Bellevue, three elected officials from other King County cities (selected by the Sound Cities Association), a rural landowner (selected by KCD), an urban landowner (selected by KCD), a representative from the King County Agriculture Commission, a representative from the King County Rural Forest Commission, and an Environmental non-governmental organization representative (selected by KCD).
- c. The Advisory Committee shall meet no less than four times per year, and may form sub-committees or meet more often as may be deemed necessary and appropriate by the Advisory Committee.
- d. The District agrees that it will cooperatively work with the Advisory Committee in every respect.
- e. The Advisory Committee shall provide input into the District's protocols and procedures for applying for and receiving Member Jurisdiction grants and assist with engaging Member Jurisdictions to use their funding, develop competitive grant rounds, or develop projects using pooled funding.
- f. The Advisory Committee, as an advisory body to the District, may make recommendations to the District on matters beyond those identified explicitly in this Agreement, at the Committee's discretion.

6. Reports:

The District shall provide to the County Council and Executive, by no later than September 1 of each year, annual reports detailing work completed the prior year and financial information in a format determined with consultation between the District and the Advisory Committee. The annual reports shall describe progress achieved towards the current year's Program of Work, associated natural resource benefits and outcomes, and report any barriers towards implementing the Program of Work. The annual reports shall be filed with the clerk of the Council for distribution to the chair of the local services, regional roads and bridges committee, or its successor committee, to the Executive, to each councilmember and to the lead staff for the local services, regional roads and bridges committee, or its successor committee.

The District shall provide to the Advisory Committee and the County Executive, by no later than December 31st of each year, the District's board approved budget for the next fiscal year.

7. Electoral Process:

The District, with input from the Advisory Committee, will work with the County as well as with the Washington State Conservation Commission and the Washington Association of Conservation Districts to address an electoral process and reform for District supervisors that is more reflective of voter participation in other County general elections.

B. THE COUNTY

1. Approval of System of Rates and Charges: The County has approved a system of rates and charges for a five (5) year period for the benefit of the District in accordance with the requirements of RCW 89.08.405, to fund District conservation programs and activities as described in the 2025-2029 Program of Work attached as Exhibit A.

2. Review of System of Rates and Charges: The rates and charges for the remaining years beyond the first year of any multi-year approval of rates and charges may be modified or repealed by the County if the County determines that the public interest, health, safety or welfare is not being served by the work program activities funded by rates and charges, which determination may include a finding that the activities do not provide an adequate amount of burden offsets, or direct or indirect benefits sufficient to warrant the continuation of the system of rates or charges. Any such modification or repeal shall only apply prospectively, starting in the next year.

3. Authorized Collection Fees: The King County Treasurer is authorized to deduct one percent of the funds collected, under the system of rates and charges approved by the County, to cover the costs incurred by the County Treasurer and County Assessor in spreading and collecting the rates and charges; 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 furthering the 2025-2029 Program of Work.

4. Cooperation and Collaboration with the District: Any agency of the County that has expertise which may be of use to the District will make a good faith effort to assist the District, as requested and as resources allow. The Director of the Department of Natural Resources and Parks or the Director's designee shall constitute the ongoing point of contact to promote periodic communications with the District. The District and the County will work to establish a process that will provide for communications and discussions between the District Board of Supervisors and the County Council. Further, the County and the District desire to work together in collaboration, and the parties recognize that they each may have ongoing research programs, which may be of benefit to each other. The District agrees, in order to avoid duplication of research activities, that before undertaking any research project, it will consult with the County. In the event that the research project is determined by the District and the County to be duplicative, then it shall not be undertaken by the District through the use of funds derived from the system of rates and charges.

III. MAINTENANCE OF RECORDS:

A. The parties agree to maintain accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by

either party to ensure proper accounting for all funds expended from the District's system of rates and charges. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided under this Agreement.

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

IV. AUDITS AND EVALUATION:

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

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

V. EFFECTIVENESS, TERMINATION, AND RETENTION OF FUNDS:

A. This Agreement shall become effective upon its signature by both the County and the District, and shall terminate on December 31, 2029 unless it is terminated at an earlier date pursuant to Section V.B. of this Agreement.

B. This Agreement also shall terminate if:

1. The County repeals the District's system of rates and charges in accordance with Section II.B.2, or
2. The District requests that the County repeal its system of rates and charges.

Notwithstanding any of these actions, any funds collected by or for the benefit of the District based on a previously adopted system of assessments or system of rates or charges will be used by the District in accordance with the Programs of Work and budgets in effect at the time the rates and charges were due from the property owner.

C. In the event that a legal action is brought challenging the validity of the system of rates and charges, and the County and District determine that such challenge warrants placing some or all of then currently held District funds in a special escrow account to be held by the District pending further legal action, the District agrees to place such amount of funds into the special escrow account until the County and District mutually agree on their release and use.

VI. NONDISCRIMINATION:

Each party shall comply fully with applicable federal, state and local laws, ordinances, executive orders and regulations, which prohibit discrimination.

VII. DEFENSE AND INDEMNIFICATION:

A. The District agrees to defend, indemnify and hold harmless the County, its elected officials, employees and agents, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees, arising out of any legal action challenging the validity of the system of rates and charges imposed by Ordinance_____.

B. The District agrees to defend, indemnify and hold harmless the County, its elected officials, employees and agents, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the District, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the negligence of the County, its appointed or elected officials or employees. With respect to the performance of this Agreement and as to claims against the County, its officers, agent and employees, the District expressly waives any immunity it may have under Washington's Industrial Insurance act, RCW Title 51, for injuries to its employees and agrees that the obligations to defend, indemnify, and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of the District. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this Article VII shall survive termination of this Agreement.

VIII. AMENDMENTS:

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

IX. 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
_____ day of _____, 2024.

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

Exhibit A

King Conservation District 2025-2029 Program of Work

**King Conservation District
2025-2029 Program of Work**

INTRODUCTION

King Conservation District’s (KCD) 2025--2029 Program of Work continues the progress made on initiatives identified as essential regional priorities by the Conservation Panel, Task Force, KCD Advisory Committee, Board of Supervisors, member jurisdictions, and community members across King County. These include activities and partnerships that will help build a sustainable and equitable local food system, improve the health of our forests, neighborhood tree canopies, shorelines and habitat, and ensure clean water for all. KCD recognizes that our priorities must consider and integrate current conservation challenges tied to the historical context of racialized land use and natural resource policies or efforts in King County, as well as the latest approaches to address environmental challenges due to our quickly changing climate. Through this lens, all KCD actions are also created and implemented with two overarching principles: Diversity, Equity, Inclusion, and Justice (DEIJ) and Climate Resilience, to ensure we are addressing the pressing needs of community.

FUND SOURCES

KCD is primarily supported by rates and charges, and utilizes grants and other revenue sources to fund programs. The District will strive to use collected funds as leverage for federal, state, and local grants and contracts. By the end of the five-year agreement between the District and the County, KCD will strive to have a leverage rate of not less than 10%. Realization of the deliverables scoped in this Program of Work will be contingent on securing full funding through rates and charges revenue.

	2025 Proposed	2026 Estimated	2027 Estimated	2028 Estimated	2029 Estimated
Rates and Charges Received by District	\$8,932,706	\$9,164,603	\$9,404,385	\$9,650,824.31	\$9,904,155

PROGRAM AND SERVICES

The 2025-2029 Program of Work includes programs and services in the following areas:

- Farm Assistance and Working Lands Sustainability
- Riparian Improvement
- Forest Health
- Member Jurisdiction Grants and Services
- Administration
- C.O.R.E Support

Each of these programs and services is more fully described below.

FARM ASSISTANCE

Farm Assistance and Working Lands Sustainability includes technical assistance, cost share, and direct assistance to implement rural land stewardship, agricultural drainage, local food system, and community agriculture projects. KCD also engages with land managers to move them from awareness to action with outreach and education in urban, suburban, and rural spaces.

2025 Proposed	2026 Estimated	2027 Estimated	2028 Estimated	2029 Estimated
\$2,533,606.04	\$2,578,322.52	\$2,676,393.44	\$2,777,187.14	\$2,880,799.25

2025-2029 Program

Farm Assistance and Working Lands Sustainability includes the following:

- Rural Land Stewardship

KCD provides technical assistance (TA), cost share, and direct assistance to help land managers implement best management practices such as cover cropping, manure management, and installing fencing to protect water resources.. KCD also aligns TA and project implementation with the Critical Areas Ordinance, the Livestock Ordinance, and qualification for the Public Benefit Ratings System current use taxation designation. KCD also offers an equipment loan service, which provides access to equipment such as no-till drills, manure spreaders, and weed wrenches among other equipment.

- Agricultural Drainage Assistance

KCD will continue its collaboration with King County’s Agricultural Drainage Assistance Program (ADAP). KCD will focus its efforts on land manager engagement and providing consultation and subject matter expertise to assist in the development of planting plans. KCD will engage in project management as requested by King County ADAP team.

- Community Agriculture

KCD will continue to partner with community-based organizations, faith institutions, and refugee and immigrant resettlement agencies to site and develop food production gardens and facilitate access to healthy soil, culturally-appropriate seeds, and technical assistance. In addition, KCD will continue to implement a Community Agriculture- focused grant program with priority given to underserved communities and community-based organizations.

- Local Food System

KCD will annually use \$900,000 of collected funds to provide direct assistance to support King County’s Local Food Initiative, growing the local food economy, and increasing access to fresh local foods for King County residents.

Reporting

KCD is committed to transparent reporting on the conservation benefits derived from implementing the 2025-2029 Program of Work. Our annual reporting will include outputs, outcomes, and the social and equity impacts of our work. We aim to demonstrate the benefits of our programs, ensure accountability, and foster continuous improvement.

For Farm Assistance and Working Lands Sustainability, KCD will annually report on outputs including but not limited to:

- number of grants provided and grants closed out
- number of land managers engaged, workshops or other events held, and outreach strategies used
- number of new community gardens created
- number of drainage projects completed
- acreage and mileage of land restored or improved through drainage projects
- number of land managers and gardens receiving technical assistance and the number of farm plans created
- number of conservation actions taken as a result of technical assistance or farm plan, and
- number of best management practices implemented and type by funding source.

For Farm Assistance and Working Lands Sustainability, KCD will annually report on outcomes including but not limited to:

- associated natural resource or local food system benefits of closed out projects
- associated benefits to community members of new community gardens
- associated natural resource benefits of land manager conservation actions
- associated natural resource benefits of completed technical assistance, cost share, direct assistance and grant funded projects
- natural resource benefits of implemented best management practices, and
- associated social and equity impacts of technical assistance, cost share, direct assistance, and grant funded projects.

Riparian Improvement

KCD provides technical assistance, cost share, and direct assistance to implement riparian improvement projects throughout King County. KCD also engages with land managers to move them from awareness to action with outreach and education in urban, suburban, and rural spaces.

2025 Proposed	2026 Estimated	2027 Estimated	2028 Estimated	2029 Estimated
\$1,461,660.56	\$1,576,311.67	\$1,617,554.21	\$1,659,941.78	\$1,703,514.60

2025-2029 Program

Riparian Improvement includes the following:

- **Riparian Land Stewardship**
KCD engages with land managers to move them from awareness to action. Engagement and education make up the bulk of this program (which includes education, demonstration, and site tours). KCD’s education and outreach engages both urban and rural land managers in marine and freshwater environments.
- **Riparian Restoration**
KCD provides technical assistance, cost share, and direct assistance to help landowners implement best management practices such as removal of invasive species, planting natives, and installing buffers. Through KCD, qualified landowners may also access federal funds for buffer improvement through the Conservation Reserve Enhancement Program. Our Riparian Restoration work occurs in both rural and urban settings, giving all land managers in King County an opportunity to improve natural resource conditions.
- **Plant Nursery**
KCD manages a plant nursery consisting of both wetland and upland native plants. The plant nursery provides native plants to KCD restoration activities, partner restoration sites, and provides ongoing volunteer work partners to engage and educate our community.
- **Restoration Crew (WCC)**
KCD will continue to partner with the WA Dept of Ecology to operate at least one Washington Conservation Corp Crew (WCC). The WCC crew is integral to the Riparian Team’s efforts and provides a considerable percentage of onsite restoration activities.

Reporting

KCD is committed to transparent reporting on the conservation benefits derived from implementing the 2025-2029 Program of Work. Our annual reporting will include outputs, outcomes, and the social and equity impacts of our work. We aim to demonstrate the benefits of our programs, ensure accountability, and foster continuous improvement.

For Riparian Improvement, KCD will annually report on outputs including but not limited to:

- number of land managers engaged, workshops or other events held, and outreach strategies used
- number of volunteer events or work parties hosted
- number of land managers receiving technical assistance
- acreage and miles of restored aquatic areas
- total aquatic area planting and enhancement projects
- number of conservation actions taken as a result of technical assistance, and
- number of best management practices implemented and type by funding source.

For Riparian Improvement, KCD will annually report on outcomes including but not limited to:

- associated natural resource benefits of land manager conservation actions
- associated natural resource benefits of completed technical assistance, cost share, direct assistance and grant funded projects
- associated natural resource benefits of implemented best management practices, and
- associated social and equity impacts of technical assistance, cost share, direct assistance, and grant funded projects.

Forest Health

KCD provides technical assistance, cost share, and direct assistance to implement forest health projects throughout King County. KCD also engages with land managers to move them from awareness to action with outreach and education in urban, suburban, and rural spaces.

2025 Proposed	2026 Estimated	2027 Estimated	2028 Estimated	2029 Estimated
\$1,384,163.26	\$1,402,184.22	\$1,438,870.89	\$1,476,576.12	\$1,515,335.66

2025 – 2029 Program

Forest Health includes the following:

- **Wildfire Preparedness**
With climate change, shifting weather patterns, and changes in snow pack and rainfall, the threat of wildfire is increasing with significant tangible impacts on air quality across King County. Stakeholders are increasingly aware of the need to modify landscaping and land management practices to mitigate wildfire risk. KCD will engage with land managers and homeowners associations to assist in this type of planning.
- **Urban Forest Stewardship**
KCD works with cities to identify and develop projects to maintain and improve tree canopy and overall healthy urban forests on public and private property.
- **Small Lot Forest Stewardship**
KCD works with small-lot forest land managers across unincorporated King County to increase the resilience of the forested landscape and capture the ecological, recreational and other values of forests by helping land managers actively manage forestlands and open space areas. KCD will continue to work with King County, Washington State University (WSU) Extension and other partners to implement a program that promotes forest health on private lands through workshops, one-on-one education, and technical and financial incentives to plan and implement best management practices.

Reporting

KCD is committed to transparent reporting on the conservation benefits derived from implementing the 2025-2029 Program of Work. Our annual reporting will include outputs, outcomes, and the social and equity impacts of our work. We aim to demonstrate the benefits of our programs, ensure accountability, and foster continuous improvement.

For Forest Health, KCD will annually report on outputs including but not limited to:

- number of land managers engaged, workshops or other events held, and outreach strategies used
- number of land managers and communities receiving technical assistance, home and

- community risk assessments, and number of forest plans completed
- acres of invasive plants treated and number of native plants planted
- percent change in tree canopy and number of trees provided
- number of conservation actions taken as a result of technical assistance or forest plan, and
- number of best management practices implemented and type by funding source.

For Forest Health, KCD will annually report on outcomes including but not limited to:

- associated natural resource benefits of land manager conservation actions
- associated natural resource benefits of completed technical assistance, cost share, direct assistance and grant funded projects
- associated natural resource benefits of implemented best management practices, and
- associated social and equity impacts of technical assistance, cost share, direct assistance, and grant funded projects.

Member Jurisdiction Grants and Services

KCD partners with cities and other jurisdictions to increase conservation impact. KCD awards non-competitive and competitive grants to local governments, nonprofit organizations, tribes, and other agencies to improve natural resources and increase regional conservation. These monies support high-impact projects in both urban and rural areas and are often matched with funding from state, federal, and other sources.

	2025	2026	2027	2028	2029
Grants	\$1,170,000.00	\$1,170,000.00	\$1,170,000.00	\$1,170,000.00	\$1,170,000.00

Reporting

KCD is committed to transparent reporting on the conservation benefits derived from implementing the 2025-2029 Program of Work. Our annual reporting will include outputs, outcomes, and the social and equity impacts of our work. We aim to demonstrate the benefits of our programs, ensure accountability, and foster continuous improvement.

For Member Jurisdiction Grants and Services, KCD will report on outputs including but not limited to:

- number of grants awarded
- amount of funding distributed
- number of projects implemented
- number of cities and communities engaged
- number of grants closed out, and
- number of funded projects evaluated.

For Member Jurisdiction Grants and Services, KCD will report on outcomes including but not limited to:

- associated natural resource benefits of closed out grants and projects, and
- associated social and equity impacts of funded projects.

Administration

KCD will set aside not more than 19% of collected funds to continue effective administration including the Board of Supervisors elections. KCD will continue to push for reforms in conservation district elections and increase voter awareness of elections and voter access to create a more transparent and open elections process.

2025 Proposed	2026 Estimated	2027 Estimated	2028 Estimated	2029 Estimated
\$1,690,386.69	\$1,722,945.32	\$1,768,024.37	\$1,814,354.97	\$1,861,981.07

Reporting

KCD is committed to transparent reporting on the conservation benefits derived from implementing the 2025-2029 Program of Work. Our annual reporting will include outputs, outcomes, and the social and equity impacts of our work. We aim to demonstrate the benefits of our programs, ensure accountability, and foster continuous improvement.

In accordance with sections 6 and 7 of the Interlocal Agreement, KCD will provide:

- annual reports detailing work completed the prior year and financial information in a format determined with consultation between the District and the Advisory Committee. The annual reports will describe progress achieved towards the current year's Program of Work, associated natural resource benefits and outcomes, and report any barriers towards implementing the Program of Work
- KCD's board approved budget for the next fiscal year, and
- summary of efforts to address an electoral process and reform for District Supervisors that is more reflective of voter participation in other County general elections.

C.O.R.E Support

KCD’s C.O.R.E Support (communication, outreach, resources, and education) encourages King County residents to take voluntary actions to conserve and improve natural resources. C.O.R.E efforts are varied but include site tours of land managers' property who have implemented KCD projects, education classes-both online and in person, as well as engaging youth in one of the largest S.T.E.M. events annually, Envirothon.

2025 Proposed	2026 Estimated	2027 Estimated	2028 Estimated	2029 Estimated
\$692,889.45	\$714,839.01	\$733,542.02	\$752,764.30	\$772,524.06

KCD is committed to transparent reporting on the conservation benefits derived from implementing the 2025-2029 Program of Work. Our annual reporting will include outputs, outcomes, and the social and equity impacts of our work. We aim to demonstrate the benefits of our programs, ensure accountability, and foster continuous improvement.

KCD’s C.O.R.E Support team will work with all other KCD programs to develop the annual report.

Certificate Of Completion

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Source Envelope:	
Document Pages: 13	Signatures: 3
Supplemental Document Pages: 21	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
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Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

Signed by:


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Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:
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Melani Hay
melani.hay@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

Signed by:

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Ames Kessler akessler@kingcounty.gov Executive Legislative Coordinator & Public Records Officer King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/16/2024 1:03:38 PM
Mickayla Rogers mirogers@kingcounty.gov Administrator I King County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/28/2024 2:02:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/28/2024 2:02:26 PM
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Completed	Security Checked	10/28/2024 2:02:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.