



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 26, 2005

Motion 12165

Proposed No. 2005-0318.2

Sponsors Edmonds

1 A MOTION recommending modifications to the Calendar
2 Year 2006 Program of Work for the King Conservation
3 District.

4

5

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WHEREAS, the King Conservation District is a governmental subdivision of the
7 state of Washington and organized under chapter 89.08 RCW to protect and conserve
8 natural resources throughout King County, and

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10

WHEREAS, RCW 89.08.400 authorizes the county legislative authority to
11 impose special assessments for conservation districts to implement natural resource
12 conservation programs and activities, and

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WHEREAS, the King County council adopted Ordinance 10981 on August 16,
15 1993, authorizing an annual special assessment on all nonexempt properties located
throughout the district, and approving an agreement between King County and the King
Conservation District, which is shown as Attachment A to this motion, and

16

16 WHEREAS, the King County council adopted Ordinance 13942 on September
17 18, 2000, modifying the agreement between King County and the King Conservation
18 District to extend the terms of the agreement through December 31, 2010, and

19 WHEREAS, the agreement, adopted under Ordinance 10981, requires the King
20 Conservation District to submit annual work plans on or before June 1 of the year before
21 their effective dates, and

22 WHEREAS, the agreement requires the King County council to approve or
23 recommend modifications to the work plan within two months after receiving the work
24 plan from the district or by August 1, whichever is later, and

25 WHEREAS, the work plan is considered approved as submitted if the King
26 County council fails to act in accordance with the agreement, and

27 WHEREAS, the King Conservation District board of supervisors reviewed and
28 proposed its work plan ("program of work") on May 18, 2005, and

29 WHEREAS, discussions among the parties regarding the distribution of revenues
30 generated from the special assessment are currently underway,

31 WHEREAS, budget details which are normally included as part of the work plan
32 are unavailable pending determination of revenue distribution, and are not included in
33 the proposed 2006 work plan as submitted, and

34 WHEREAS, the proposed 2006 work plan, as submitted by the district,
35 acknowledges the need for more information in the work plan regarding the revenue
36 distribution to district operations and programs, member jurisdiction grants and
37 watershed forum grants, and

38 WHEREAS, the proposed partially-completed 2006 work plan is being returned
39 as edited (Attachment B to this motion);

40 NOW, THEREFORE, BE IT MOVED by the Council of King County:

41 King County recommends to the King Conservation District that it modify its
42 proposed 2006 work plan to reflect special assessment revenue distribution that will
43 result from the ongoing discussions among affected agencies. Consistent with the
44 agreement between the county and the district, within thirty days the district shall decide
45 whether to accept these recommendations and shall so notify the council in writing, to be
46 filed with the clerk of the council, with a copy to the chair of the council and all
47 members. A revised work plan reflecting consideration of the recommendations shall be
48 resubmitted to the council, to be filed with the clerk of the council, with a copy to the

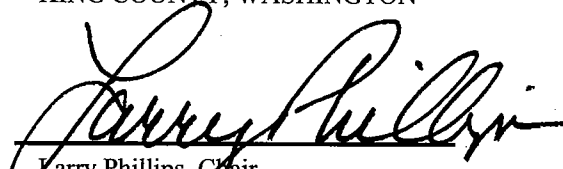
Motion 12165

49 chair of the council and all members upon completion, and no later than December 1,
50 2005.
51

Motion 12165 was introduced on 7/18/2005 and passed by the Metropolitan King County Council on 7/25/2005, by the following vote:

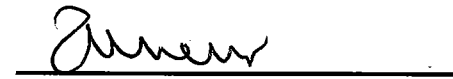
Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Agreement between King County and the King Conservation District dated November 15, 1993, as amended 9/7/2000, B. King Conservation District Calendar Year 2006 Proposed Program of Work Dated July 21, 2005

1
2 **AGREEMENT**

3 Pursuant to RCW 39.34 and RCW 89.08, this agreement (the "Agreement") is hereby entered
4 into by and between King county, Washington (hereinafter known as "the County"), and the
5 King conservation District, a governmental subdivision of the state of Washington organized
under RCW 89.03 (hereinafter known as "the District").

6 WHEREAS, the District was established pursuant to RCW 89.08 in order to protect
7 natural resources in the County; and

8 WHEREAS, in its 44 years of existence, the District has developed both expertise in
9 the management of farms to Protect these natural resources and a reputation among farmers
10 as an organization that understands and appreciates their needs; and

11 WHEREAS, the District also has expertise that could be applied to urban areas in the
12 county; and

13 WHEREAS, the District's relationships with the Soil conservation service of the U.S.
14 Department of Agriculture and other federal and state agencies strengthen its abilities to
15 protect natural resources in the County; and

16 WHEREAS, the County has an interest in protecting the quality of its water to
17 enhance human health and the health of its aquatic and riparian habitats, and will be
18 obligated under its National Pollution Discharge Elimination System permit to do so; and

19 WHEREAS, the County's Sensitive Areas ordinance assigns certain Responsibilities
20 to the District to help farmers bring their farming practices into compliance with water
21 quality standards and the County's zoning Code is likely to assign similar responsibilities to
22 the district; and

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

26 WHEREAS, under RCW 89.08.400, the King county council may impose a special
27 assessment on land within the District to fund District activities, and in so doing the Council
28 may accept, or modify and accept, the assessment proposed by the District; and

29 WHEREAS, under RCW 89.08.400, in order for the Council to impose an assessment
30 for the District, it must find that the assessment will serve the public interest and will not
31 exceed the benefit received by the land on which the assessment is imposed; and

32 WHEREAS, the County and the District wish to work cooperatively to improve the
33 quality of water in the County and to assist landowners to comply with laws and regulations
34 that protect the quality of the County's water;

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

37 I. PURPOSE OF THE AGREEMENT:

38 To conserve the natural resources of the County by establishing the roles and
39 responsibilities of the County and the District with respect to the authorization of, and use of
40 funds from, a system of special assessments for the District.

41 II. DEFINITIONS:

42 A. Work Plan means a detailed statement of the intended uses of funds during a
43 calendar year from a system of special assessments for the District authorized by the county
44 pursuant to King county Ordinance 10981. Each Work Plan shall include a budget, broken
45 out by major activities, for the expenditure of all funds to be raised by the District's
46 assessment or from other sources of revenue expected by the District. Each work Plan
47 approved pursuant to this Agreement shall be included as an attachment to this Agreement
48 and given its full force and effect.

49 B. Advisory Committee means a committee with representation from the District, the
50 County, cities within the District and other interested parties that is responsible for assisting
51 the District in developing Work Plans and reviewing their administration and
52 implementation. The committee shall have at least four members representing the County,
53 one each from the Program Staff of the King County Council ("the Council"), Washington
54 State University/King county Cooperative Extension Service, the Surface Water
55 Management Division and the Environmental Division. The committee shall meet as often as
56 necessary for the development of Work Plans and the adequate review of their administration
57 and implementation.

58 III. RESPONSIBILITIES OF THE PARTIES:

59 A. THE DISTRICT

60 1. Cooperation with the County: The District shall perform the responsibilities
61 assigned to it in King County Code 21A.30 and 21.54, to the extent consistent with RCW
62 89.08 and as resources allow. In addition, the District shall make a good faith effort to assist
63 agencies of the County where its expertise may be of use in performing their responsibilities,
64 to the extent consistent with RCW 89.08, as requested and as resources allow.

65 2. Work Plan: The District shall submit its first Work Plant to the King County
66 Council ("the Council") for the Council's review and approval on or before October 1, 1993.
67 Future Work Plans shall be submitted to the Council on or before June I of the year prior to
68 their effective date. Each Work Plan shall be submitted with a draft motion approving it, in a
69 form acceptable to the Council. The District shall work cooperatively with the Advisory
70 Committee to develop each Work Plan; the District, however, shall not be obligated to accept
71 recommendations of the committee. No funds from the District's assessment shall be spent in

72 any year for which the Council has not approved by motion a Work Plan for the District, or
 73 has allowed a Work Plan to be considered approved as submitted by its failure of action
 74 pursuant to Section III.B.2. of this Agreement. No funds from the District's assessment shall
 75 be spent inconsistent with such an approved Work Plan, without an amendment to the plan
 76 approved by the Council authorizing such expenditure. If the Council recommends
 77 modifications to the District's work plan pursuant to Section III.B.2. of this agreement, the
 78 District shall have 30 days to decide whether it shall accept the Council's proposed
 79 modifications or propose that differences concerning them be mediated, pursuant to Section
 80 IV. of this Agreement.

81 3. Payments to County Agencies: The District shall reimburse agencies of the County
 82 for expenses they may incur pursuant to Work Plans approved by the District and the County.
 83 These expenses shall be submitted to the District on a quarterly basis for approval, and shall
 84 be reimbursed within 30 days after the District receives proper documentation for them.

85 4. Service to Incorporated Areas: The District's Work Plans shall include services to
 86 be provided to incorporated areas within the County, for which the District may enter into
 87 separate Agreements with other local governments.

88 B. THE COUNTY

89 1. Approval of Assessment: The King County Council shall approve a system of
 90 special assessments for the District, pursuant to RCW 89.08.400, which shall be effective
 91 from January 1, 1994, to December 31, 1995, to fund activities contained in the District's
 92 Work Plans. Assessments for the District for years after 1995 shall be proposed by the
 93 District and considered by the Council pursuant to RCW 89.08.400.

94 2. Approval of the Work Plan: The Council, within two months after receiving the
 95 proposed Work Plan from the District or by August 1 of each year, whichever is later, shall
 96 approve or recommend modifications to the portion of the proposed Work Plan funded by the
 97 assessment for the following year-, except in the year 2000 when the Council shall have until
 98 December 11, 2000 to approve the work plan. If the Council fails to so act and the proposed
 99 Work Plan was submitted in accordance with Section III.A.2 of the Agreement, the Work
 100 Plan shall be considered approved as submitted.

101 3. Cooperation with the District: The County, working through the Advisory
 102 Committee, shall assist the District in the development and implementation of the Work Plan.
 103 Any agency of the County that has expertise, which may be of use to the District, shall make
 104 a good faith effort to assist it, as requested and as resources allow.

105 IV. MEDIATION OF DIFFERENCES CONCERNING WORK PLAN

106 The council and the District may choose to mediate any and all differences they may
 107 have concerning the modifications to the District's Work Plan recommended by the Council
 108 pursuant to Section III.B.2. of this Agreement. A party mutually agreed to by the District and
 109 the Council shall serve as mediator. Should both the County and the District agree to

110 mediation of their differences, they each shall be responsible for meeting half of all
 111 associated expenses. The mediation shall continue as long as it is desired by both parties.
 112 Any funds collected through the District's assessment for a year in which the Council and the
 113 District have not yet separately approved a Work Plan shall be placed in escrow until such
 114 joint approval has occurred.

115 V. MAINTENANCE OF RECORDS

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

121 B. These records shall be maintained for a period of six (6) years after termination
 122 hereof unless permission to destroy them is granted by the Office of the Archivist in
 123 accordance with RCW 40.14, or unless a longer retention period is required by law, with the
 124 exception of farm management plans developed by the District pursuant to its responsibilities
 125 under K.C.C. 21A.30 and 21.54. Said plans shall be maintained by the District for a period
 126 of not less than fifteen (15) years after they are completed.

127 VI. AUDITS AND EVALUATION

128 A. The records and documents of the parties hereto with respect to all matters
 129 covered by this Agreement shall be subject to inspection, review, or audit by the other party
 130 and state officials so authorized by law during the performance of this Agreement and six (6)
 131 years after termination hereof.

132 B. The parties hereto shall provide right of access to their facilities, including those of
 133 any, subcontractors, to each other and to state officials so authorized by law at all reasonable
 134 times in order to monitor and evaluate the services provided under this Agreement. The
 135 parties hereto shall give advance notice to each other in the case of performance or fiscal
 136 audits they may conduct.

137 C. The parties hereto shall cooperate with each other in evaluations of their
 138 performance under this Agreement and shall make available to each other all information
 139 reasonably required by any such evaluation process. The results and records of said
 140 evaluation shall be maintained and disclosed in accordance with RCW 42.17.

141 VII. EFFECTIVENESS AND TERMINATION:

142 A. This Agreement shall become effective upon its signature by both the County and
 143 the District, and shall terminate on December 31, ((2003)) 2010, unless it is terminated at an
 144 earlier date pursuant to Section VII.B. of this Agreement.

145 B. This agreement may also terminate due to any of the following circumstances:

A. Agreement between King County and the King Conservation District dated November 15, 1993, as amended 9/7/2000.

- 146 (1) The Council rescinds the District's assessment:
- 147 (2) The Council fails to approve a new assessment for the District after a
148 previous assessment has expired:
- 149 (3) The District requests that the Council rescind or not renew its assessment.

150 Any of these actions notwithstanding, all funds raised from assessments previously
151 approved under this Agreement must be spent according to a Work Plan approved by the
152 County and the District.

153 VIII. NONDISCRIMINATION

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

159 IX. INDEMNIFICATION:

160 Each party hereto agrees, as authorized by law, to indemnify and hold harmless the other
161 party, its officers, agents and employees for all claims (including demands, suits, penalties,
162 liabilities, damages, costs, expenses or loss of any kind or nature whatsoever arising from or
163 out of this Agreement) to the extent such a claim arises or is caused by the indemnifying
164 party's own negligence or that of its officers, agents or employees in performance of this
165 Agreement.

166 X. AMENDMENTS:

167 Amendments to the terms of this Agreement must be agreed to in writing by each
168 party and be approved by the council and the District's Board of Supervisors.

169 XI. ENTIRE CONTRACT-WAIVER OF DEFAULT

170 The parties hereto agree that this Agreement is a complete expression of the terms
171 hereto and any oral or written representations or understandings not incorporated herein are
172 excluded. All parties recognize that time is of the essence in the performance of the
173 provisions of this Agreement. Waiver of any default shall not be deemed any waiver of any
174 subsequent default. Waiver of breach of any provision of this Agreement shall not be
175 deemed to be a waiver of any other or subsequent breach and shall not be construed to be a
176 modification of the terms of the Agreement unless stated to be such through written approval
177 of all Parties to this Agreement.

178 IN WITNESS WHEREOF, the parties hereto have executed this

179 Agreement on the _____ day of _____, 2000.

180

King Conservation District

King County

Chair

Chair, King County Council

Board of Supervisors

King County Executive

Approved as to Form:

Approved as to Form:

Assistant Attorney General

Deputy Prosecuting Attorney

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July 21, 2005

KING CONSERVATION DISTRICT

Calendar Year 2006 Program of Work

EXECUTIVE SUMMARY

By agreement and pursuant to King County Ordinance 10981, the King Conservation District submits its annual program of work to the Metropolitan King County Council for review and approval by June 1st of each year. The current package contains the program of work for calendar year 2006.

The King Conservation District (hereafter referred to as the District) is an independent public entity authorized by the Revised Code of Washington Chapter 89.08 and formed in 1949. A five-member volunteer Board of Supervisors oversees the District. Three of the board members are elected at-large throughout the boundaries of the District, two are appointed by the Washington State Conservation Commission.

Pursuant to RCW 89.08.400, special assessments to finance the activities of a conservation district may be proposed by a local conservation district and imposed by the legislative authority of the county in which the conservation district is located. The current King Conservation District special assessment, authorized by KC Ordinance No. 14016, is effective through December 31, 2005. The District intends to work with the King County Council during the upcoming months to approve a special assessment effective January 1, 2006. The amount, duration, and allocation of this special assessment proposal will be determined through an open public comment process and two District-coordinated public hearings scheduled for completion by mid-July, 2005.

Should the King County Council impose a special assessment effective January 1, 2006, collections received from the special assessment will be utilized for the benefit of lands throughout the boundary of the District by action of the Board of Supervisors and pursuant to RCW 89.08.220. District strategic initiatives, programs and operations will be implemented to promote sustainable uses of natural resources through responsible stewardship by:

- Teaching principles of conservation to landowners and the general public,
- Providing technical assistance and advice to individuals and local governments on implementing sound soil, water quality and habitat conservation practices,
- Developing comprehensive land management plans to guide implementation of natural resource management practices that promote environmental quality, and
- Facilitating partnerships between individuals, organizations, and government agencies.

During calendar year 2006, the District will administer a portion of the assessment collections to directly fund District operations and a portion to fund partnerships with member jurisdictions and the three King County watershed forums (member jurisdictions include King County and most incorporated areas in King County). Partnerships will be

funded through non-competitive grant awards and conservation service contracts with member jurisdictions and watershed forums, and through competitive grant awards to any public entity or non-profit organization legally able to operate and provide service within the boundaries of the District.

All special assessment collections remitted to the District during calendar year 2006 will be utilized according to the program of work outlined in the following section. Allocation of special assessment collections to the individual components of this program of work will be finalized during an assessment authorization process with the King County Council.

Program of Work

District Strategic Initiatives, Operations, and Programs

The Board of Supervisors will guide, oversee, and support the development and delivery of a wide variety of work to be performed by the District pursuant to RCW 89.08. The annual plan of work required by RCW 89.08.220 will be submitted to the Washington State Conservation Commission (Commission) in accordance with the timelines established by the Commission. Principal components of the District annual plan of work include Farm Conservation Services, Rural and Urban Lands Conservation Services, Inter-Governmental and Regional Services, Natural Resource Management Education and Outreach, and Administrative Services. The following program of work broadly outlines activities associated with each of these components of the annual plan of work which will be approved by the Board of Supervisors December, 2005.

1. Farm Conservation Services

The District will provide technical assistance to farm and livestock operations by developing Farm Management Plans and plans addressing individual Best Management Practices to reduce water pollution, conserve soil, and protect and enhance aquatic and upland habitat. The District will coordinate with government agencies, organizations, and volunteer groups to provide cost share and in-kind assistance to farm and livestock owners and will help farm and livestock operations participate in the King County Agriculture Drainage Assistance Program (ADAP). The District will also coordinate with applicable King County departments when developing Farm Management Plans in association with the King County Critical Areas Ordinance.

2. Rural and Urban Lands Conservation Services

The District will provide technical and planning assistance to landowners, local agencies and organizations, citizen groups, schools, and businesses on managing, protecting and enhancing natural resources. Services provided under this program will include, but are not limited to, site planning assistance, implementing soil conservation and water quality Best Management Practices, and conserving and enhancing aquatic and upland habitat. The District will coordinate its activities with state and local agencies and organizations to leverage additional funds and assistance for delivery of services under this program.

3. Inter-Governmental Partnerships and Regional Services

The District will continue to coordinate and administer the *King Conservation District Noncompetitive Grant Program* to provide assistance and dedicated grant funds to member jurisdictions and the three King County watershed forums. The noncompetitive grant program will be guided by funding principles established by the Board of Supervisors for the purpose of implementing soil conservation and water quality Best Management Practices, and conserving and enhancing aquatic and upland habitat. These funding principles will be established consistent with RCW 89.08.220, the District's Strategic Initiatives, and the District's Natural Resources Inventory. Services provided under this program will be administered through inter-local agreements with non-competitive grant recipients.

The District will develop, coordinate, and administer a new competitive grant program titled *Community Partnerships Grant Program*. This program will provide assistance and dedicated grant funds to any public entity or nonprofit organization implementing a project within the boundaries of the District. The grant program will be guided by funding principles established by the Board of Supervisors for the purpose of addressing emerging natural resource management issues in King County. These funding principles will be established consistent with RCW 89.08.220, the District's Strategic Initiatives, and the District's Natural Resources Inventory. Services provided under this program will be administered through contracts with non-competitive grant recipients.

The District will continue to coordinate and administer the *Member Jurisdiction Conservation Services Program* to provide technical and engineering services beyond the standard level of service offered by the District. Services provided under this program will be administered through inter-local agreements with member cities and King County.

4. Natural Resource Management Education and Outreach

The District recognizes the demand for technical assistance is greater than its ability to fund. Therefore, the District will provide innovative and engaging environmental education services to King County residents to leverage the District's technical program. Activities under this program will include facilitating workshops and classes, implementing and touring demonstration projects, providing natural resource management presentations to youth and adult audiences, and utilizing other outreach tools to promote responsible stewardship of natural resources.

5. Administrative Services

The District will facilitate delivery of its strategic initiatives, programs and operations through sound financial management and planning, implementing and evaluating an innovative program of work. The District's program of work will be informed by the completion of a *Natural Resources Inventory* (NRI) as directed by RCW 89.08.220(7), where the Board will utilize the NRI to adopt strategic initiatives that guide District activities. Additionally, the District will continue to coordinate with the Washington Conservation Commission as well as other state and local agencies to deliver its natural resource management services consistent with all applicable guidelines and requirements.

Under circumstances where a special assessment has been approved for an upcoming calendar year, the District has submitted a program of work with a budget that includes an estimate of the amount of special assessment collections to be allocated to three categories of work - *District Programs and Operations*, *Member Jurisdiction Non-Competitive Grants*, and *Watershed Forum Non-Competitive Grants*. The District is not prepared to build an estimate of special assessment collections and their allocation in calendar year 2006 prior to holding two previously scheduled public hearings and reviewing submitted public comments regarding renewal of the District special assessment. However, the District is prepared at this time to outline in general terms a budget for the *Calendar Year 2006 Program of Work*.

The budget for the *Calendar Year 2006 Program of Work* will include only those special assessment funds collected during calendar year 2006. In addition to special assessment funds, the District budget will include state and federal grants as well as general and directed state and federal funding that will enable the District to target and provide higher levels of investment through partnerships and leveraged funds. These other sources of funding cannot be reflected in a budget for the *Calendar Year 2006 Program of Work* because specific figures for these sources of funding are not available at this time.

The District will administer all special assessment collections to fund District programs and operations, the *King Conservation District Noncompetitive Grant Program* to partner with member jurisdictions and watershed forums on natural resource management projects, and the *Community Partnerships Grant Program* to partner with local agencies and nonprofit organizations on emerging natural resource management issues in King County. Assessment collections will be allocated to District programs and operations at a rate of ~~\$3.00 per parcel~~ to be determined. Assessment collections will be allocated to the *King Conservation District Noncompetitive Grant Program* and the *Community Partnerships Grant Program* at a rate to be determined.

The District will hold allocations for member jurisdictions, watershed forum, and the *Community Partnerships Grant Program* in a restricted account until such time as noncompetitive and competitive grants are developed, submitted, and approved. Interest accrued on these allocations, in addition to interest accrued on past assessment collections, will be used by the District for any King County general election fees associated with elections for the District Board of Supervisors, and any work plan items approved by the District Board of Supervisors in an annual plan of work.

1. District Operations and Programs

Principal components of the District's operations include Farm Conservation Services, Rural and Urban Lands Conservation Services, Inter-Governmental and Regional Services, Natural Resource Management Education and Outreach, and Administrative Services. Specific activities will include but not be limited to the development of 150 new Small Farm Management Plans, including increased production levels as a result of the King County Critical Areas Ordinance; the revision of up to 30 existing Small Farm Management Plans; the revision of up to 10 existing Dairy Nutrient Management Plans; the implementation of to 10 stream/wetland/estuarine enhancement projects; the facilitation of land and water stewardship workshops various target audiences such as livestock owners and marine shoreline property owners; the facilitation of farm and forestry demonstration project site tours. New strategic initiatives to be undertaken in

calendar year 2006 include compiling a Natural Resources Inventory as directed by RCW 89.08.220(7); and providing enhanced levels of service to farm owners, livestock owners, and landowners in King County TMDL watersheds.

Estimated Total District Operations and Programs: \$1,600,000
to be determined

2. Member Jurisdiction Non-Competitive Grants and Inter-local Contracts

Member jurisdiction non-competitive grants will be made available to member cities and King County for the purpose of targeted natural resource management efforts within the boundaries of the King Conservation District. Applications for non-competitive grants shall be made directly to the District and proposed projects shall be consistent with funding principles established by the Board of Supervisors. Non-competitive grants shall be made available at a rate to be established. Non-competitive grants shall be distributed through inter-local/grant agreements with member jurisdictions or their designees.

Estimated Total Member Jurisdiction Non-competitive Grants: to be determined

3. Watershed Forum Non-Competitive Grants and Inter-local Contracts

Watershed forum non-competitive grants will be made available to the three King County watershed forums for the purpose of targeted natural resource management efforts within the boundaries of the King Conservation District. Applications for non-competitive grants shall be made directly to the District and proposed projects shall be consistent with funding principles established by the Board of Supervisors as well as the *Regional Task Force Funding Principles* established by the former *Snoqualmie, Sammamish, Lake Washington/Cedar, Central Puget Sound and Green/Duwamish Watershed Forums*. Non-competitive grants shall be made available at the rate to be established. Non-competitive grants shall be distributed through inter-local/grant agreements with designees acting on behalf of the governments participating on the watershed forums.

Estimated Total Watershed Forum Non-competitive Grants: to be determined

4. Community Partnerships Grant Program

Competitive grants through the *Community Partnerships Grants Program* will be made available to any entity legally able to act as a fiscal agent. Community Partnership grants shall be for the purpose of targeted natural resource management efforts within the boundaries of the King Conservation District. Applications for grants shall be made directly to the District and proposed projects shall be consistent with funding principles established by the Board of Supervisors and its *Community Partnerships Advisory Committee*. Community Partnerships grants shall be funded by District special assessment collections at a rate to be established. Community Partnerships grants shall be distributed to grantees by reimbursement here a portion of the grant award is provided after signing a grant contract and payments made thereafter upon invoicing.

Estimated Total Community Partnerships Competitive Grants: to be determined

Accountability

1. District Operations and Programs

The District will submit an annual report to the Washington Conservation Commission, King County Council, and King County Regional Water Quality Committee. The annual report will include a summary of services provided to local governments, citizens, and others by the District through its programs; the funds distributed to member jurisdictions and watershed forums; and the projects funded by Community Partnerships grants.

2. Member Jurisdiction and Watershed Forum Non-Competitive Grants and Inter-Local Contracts

Allocation of assessment collections for District approved noncompetitive grant projects will be based on actual King County Assessor collections. Allocations will be available to member jurisdictions and watershed forums after initial calculations of allocations have been completed.

Member jurisdiction and watershed forum annual allocations will be calculated by November 30 of each year. This calculation will cover Assessor collections to date during the year, with additional reconciliation by January 31 of the following year based upon additional Assessor reported collections. Reconciliation will be made thereafter quarterly as funds are received.

Allocations will be made available through the *King Conservation District Noncompetitive Grant Program*. Grant awards will be made consistent with funding principles established by the District Board of Supervisors. Grant recipients will be required to submit biannual financial and project progress reports to the District. Biannual financial and project progress reports will be submitted to the District for review by May 31 and November 30 of each year.

3. Community Partnerships Grant Program

Allocation of assessment collections for District approved Community Partnerships grants will be based on actual King County Assessor collections. Allocations to the *Community Partnerships Grant Program* will be made after initial calculations of allocations have been completed.

Annual allocations will be calculated by November 30 of each year. This calculation will cover Assessor collections to date during the year, with additional reconciliation by January 31 of the following year based upon additional Assessor reported collections. Reconciliation will be made thereafter quarterly as funds are received.

Community Partnerships grants will be consistent with funding principles established by the District Board of Supervisors. Grant awards will be distributed to grantees through a reimbursement program where 50% of the grant award will be provided upon signing a grant contract. Payments will be made thereafter no more frequently than one time per month. Final payment will consist of the last 10% of a grant award upon receipt of a final report.