

August 16, 1993
kcdasmt1/jl

Introduced by: Phillips, Sims
Barden, Laing

Proposed No.: 93-522

ORDINANCE NO. **10981**

1
2 AN ORDINANCE authorizing a system of
3 special assessments for the King
4 Conservation District of \$1.25 per parcel
5 on all non-exempt properties throughout
6 the district in 1994 and 1995, subject to
7 the terms of an agreement between King
8 County and the district.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. Findings. The King County council makes the
11 following Findings of Fact:

12 A. The King Conservation District is a governmental
13 subdivision of the State of Washington organized under RCW
14 89.08 to protect and conserve natural resources in King County,
15 whose current boundaries include all of King County except for
16 the incorporated cities of Carnation, Enumclaw, Milton, North
17 Bend, Pacific, Snoqualmie, Skykomish and Tukwila.

18 B. In a letter dated February 24, 1993, and pursuant to
19 RCW 89.08.400, the King Conservation District proposed to the
20 King County council a system of special assessments for use by
21 the district of \$2.16 per parcel on all non-exempt properties
22 throughout the district, for a ten year period beginning
23 January 1, 1994. In its letter, the district also stated that
24 if King County adopted a new zoning code including a section
25 that was then proposed, which would have allowed owners of
26 livestock to come into compliance with the code by implementing
27 farm management plans developed in cooperation with the
28 district, then the district would need a system of special
29 assessments of \$2.80 per parcel for the first five years and
30 \$2.41 per parcel for the second five years of this ten year
31 period in order to perform these additional responsibilities.

32 C. RCW 89.08.400 requires that the King County council
33 hold a public hearing on the proposed system of special
34 assessments. After the hearing, the council is to accept, or
35 modify and accept, the proposed system of special assessments,

1 if it finds that both the public interest will be served by the
2 imposition of the special assessments and that the special
3 assessments to be imposed on any land will not exceed the
4 special benefit that the land receives or will receive from the
5 activities of the district. The findings of the council on
6 these matters shall be final and conclusive.

7 D. On July 19, 1993, the council held a public hearing at
8 which it received testimony concerning the proposed system of
9 special assessments and the benefits which the district could
10 provide to the lands and residents of King County.

11 E. Based on testimony received and other evidence reviewed
12 by the King County council, the council finds that the district
13 provides services related to the conservation of natural
14 resources in King County of benefit to all properties in the
15 county and, in particular, that the district plays a useful
16 role in helping to protect and enhance fish habitat and the
17 quality of water in the county.

18 F. It is uncertain, however, whether the funding mechanism
19 provided for the district in RCW 89.08.400 is the most
20 appropriate means of financing its role. This question is
21 expected to be addressed within a study of surface water needs
22 and programs to be conducted by the King County Surface Water
23 Management Division in cooperation with Metro, Seattle, the
24 Suburban Cities Association and the district to be begun later
25 this year.

26 G. Because of this uncertainty, the council finds that the
27 public interest is served by a special assessment for the
28 district only if the duration of the system of special
29 assessments is limited to no more than two years and the
30 authorization and use of the system of special assessments is
31 governed by an agreement between the county and the district in
32 substantially the same form as attached.

33 H. During 1993, the district has lost its major
34 traditional sources of funding and has required loans totaling
35 \$84,710 from King County in order to maintain its operations.

1 A further loan will be required to fund operations for the
2 remainder of the year and the computer programming necessary to
3 implement its assessment.

4 I. The county council expects that the district's work
5 plans for 1994 and 1995 will include repayment of all of the
6 debt it incurs in 1993. The council also expects the work plan
7 to contain at least the following elements: a livestock
8 management program, to work in coordination with state and
9 local regulations governing the management of livestock to
10 protect fish habitat and water quality; and, after funds are
11 allocated to the repayment of the district's loans and
12 operational expenses of the district at a level consistent with
13 recent years, assistance to cities within the district for
14 urban stream restoration efforts proportionate to the
15 contribution made by the taxpayers of each city toward the
16 district's funding. This assistance may be financial or may be
17 in services rendered, as requested by the individual city.

18 J. Given that the district's work plan contains the
19 elements stated in Paragraph I. of this section and subject to
20 the conditions stated in Paragraph G. of this section, the
21 council finds that a system of assessments of \$1.25 per parcel
22 throughout the district will serve the public interest and that
23 every parcel of nonforest land in the district will receive a
24 special benefit from these services greater than \$1.25 a year.
25 What variation by region of the county there may be in the
26 benefits derived from district services would not, as a
27 practical matter, be predictable in a way allowing for a
28 suitable classification of property for different assessments;
29 therefore, the council finds that all non-exempt parcels of
30 property within the district should receive the same
31 assessment.

32 K. Pursuant to RCW 89.08.400, any system of special
33 assessments for the district would not apply in cities that are
34 not located within the boundaries of the district, though such
35 cities may be located within King County and lands and

1 residents within them may benefit indirectly from the
2 activities of the district. RCW 89.08 also requires that no
3 per parcel assessment for the district shall be imposed on
4 forest lands.

5 SECTION 2. The county executive is hereby authorized to
6 enter into an agreement with the King Conservation District,
7 governing the use and authorization of a system of special
8 assessments for the district, in substantially the same form as
9 attached.

10 SECTION 3. An assessment for the King Conservation
11 District of \$1.25 per parcel on all property within the
12 district not assessed as forest land shall be imposed in 1994
13 and 1995, subject to the terms of the agreement authorized by
14 Section Two of this ordinance.

15 SECTION 4. The amount of such assessment shall constitute
16 a lien against the property and a notice of lien shall be sent
17 to each owner of property for which the assessment has not been
18 paid by the date it is due.

19 INTRODUCED AND READ for the first time this 6th day
20 of July, 1993.
21 PASSED this 16th day of August, 1993.

22 KING COUNTY COUNCIL
23 KING COUNTY, WASHINGTON

24 Audrey Langer
25 Chair

26 ATTEST:

27 Gerald G. Peterson
28 Clerk of the Council

29 APPROVED this 27th day of August, 1993

30 Tim Hill
31 King County Executive

32 Attachment:
33 Agreement between King County and King Conservation District

AGREEMENT

Pursuant to RCW 39.34 and RCW 89.08, this agreement (the "Agreement") is hereby entered into by and between King County, Washington (hereinafter known as "the County"), and the King Conservation District, a governmental subdivision of the State of Washington organized under RCW 89.08 (hereinafter known as "the District").

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

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

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

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

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

WHEREAS, the County's Sensitive Areas Ordinance assigns certain responsibilities to the District to help farmers bring their farming practices into compliance with water quality standards and the County's Zoning Code is likely to assign similar responsibilities to the district; and

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

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

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

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

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

I. PURPOSE OF THE AGREEMENT:

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

II. DEFINITIONS:

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

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

III. RESPONSIBILITIES OF THE PARTIES:

A. THE DISTRICT

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

2. Work Plan: The District shall submit its first Work Plan to the King County Council ("the Council") for the Council's review and approval on or before October 1, 1993. Future Work Plans shall be submitted to the Council on or before June 1 of the year prior to their effective date. Each Work Plan shall be submitted with a draft motion approving it, in form acceptable to the Council. The District shall work cooperatively with the Advisory Committee to develop each Work Plan; the District, however, shall not be obligated to accept recommendations of the committee. No funds from the District's assessment shall be spent in any year for which the Council has not approved by motion a Work Plan for the District, or has allowed a Work Plan to be considered approved as submitted by its failure of action pursuant to Section III.B.2. of this Agreement. No funds from the District's assessment shall be spent inconsistent with such an approved Work Plan, without an amendment to the plan approved by the Council authorizing such expenditure. If the Council recommends modifications to the District's work plan pursuant to Section III.B.2. of this Agreement, the District shall have 30 days to decide whether it shall accept the Council's proposed modifications or propose that differences concerning them be mediated, pursuant to Section IV. of this Agreement.

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

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

B. THE COUNTY

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

2. Approval of Work Plan: The Council, within two months after receiving the proposed Work Plan from the District or by August 1 of each year, whichever is later, shall approve or recommend modifications to the portion of the proposed Work Plan funded by the assessment for the following year. If the Council fails to so act and the proposed Work Plan was submitted in

10981

accordance with Section III.A.2. of this Agreement, the Work Plan shall be considered approved as submitted.

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

IV. MEDIATION OF DIFFERENCES CONCERNING WORK PLAN

The Council and the District may choose to mediate any and all differences they may have concerning the modifications to the District's Work Plan recommended by the Council pursuant to Section III.B.2. of this Agreement. A party mutually agreed to by the District and the Council shall serve as mediator. Should both the County and the District agree to mediation of their differences, they each shall be responsible for meeting half of all associated expenses. The mediation shall continue as long as it is desired by both parties. Any funds collected through the District's assessment for a year in which the Council and the District have not yet separately approved a Work Plan shall be placed in escrow until such joint approval has occurred.

V. MAINTENANCE OF RECORDS

A. The parties hereto shall 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 assessment. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided under this Agreement.

B. These 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 RCW 40.14, or unless a longer retention period is required by law, with the exception of farm management plans developed by the District pursuant to its responsibilities under K.C.C. 21A.30 and 21.54. Said plans shall be maintained by the District for a period of not less than fifteen (15) years after they are completed.

VI. AUDITS AND EVALUATION

A. 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 and state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof.

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

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

VII. EFFECTIVENESS AND TERMINATION:

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

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

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

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

VIII. NONDISCRIMINATION

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

IX. INDEMNIFICATION:

Each party hereto agrees, as authorized by law, to indemnify and hold harmless the other party, its officers, agents and employees for all claims (including demands, suits, penalties,