

December 15, 1995

Introduced By: Louise Miller

conserv.sdw

Proposed No.: 95-731

ORDINANCE NO. **12095**

AN ORDINANCE authorizing a special assessment for resource conservation for the King Conservation District of \$1.25 per parcel on all non-exempt properties within the district in 1996 and 1997, and approving the district's 1996 work plan.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

FINDINGS OF FACT:

1. The King Conservation District is a governmental subdivision of the State of Washington and organized under RCW 89.08 to protect and conserve natural resources throughout King County, except within the boundaries of the incorporated cities of Enumclaw, Milton, North Bend, Pacific, Snoqualmie, Skykomish and Tukwila.

2. RCW 89.08.400 authorizes that special assessments for conservation districts for activities and programs to conserve natural resources may be imposed by the county legislative authority of the county in which the conservation district is located for a period not to exceed ten years.

3. The imposition of a special assessment requires that the supervisors of the conservation district hold a public hearing on a proposed assessment prior to the first day of August in the year prior to which it is proposed that the initial special assessment be imposed, and that the county legislative authority hold an additional public hearing on the proposed system of assessment.

4. Pursuant to RCW 89.08.400, any system of special assessments for the conservation district shall not apply in cities that are outside of the boundaries of the district, though such cities may be located within King County and may benefit indirectly from the activities of the district.

5. The King County Council adopted Ordinance 10981 on August 16, 1993 authorizing a special assessment for the King Conservation District of \$1.25 per parcel on all non-exempt properties within the district in 1994 and 1995 and approving an agreement (Agreement) between King County and King Conservation District, which remains in effect until December 31, 2003, unless rescinded or modified, and which is shown as Attachment A.

1 6. The King County Council adopted Motion 9169 on November
2 15, 1993 approving the 1994 work plan for the King
3 Conservation District. A 1995 work plan was deemed adopted
4 pursuant to the terms of the Agreement.

5 7. After holding a public hearing on March 3, 1995, the
6 Board of Supervisors of the King Conservation District
7 proposed to the Metropolitan King County Council an
8 assessment of \$1.25 per parcel for a period of ten years,
9 with the rationale that maintaining the current level of
10 assessment would allow for the continuation of existing
11 programs and activities and that a ten year assessment would
12 reduce administrative costs incurred by resubmitting for a
13 new assessment every two years.

14 8. The Metropolitan King County Council recently reviewed
15 the "Regional Needs Assessment for Surface Water Management
16 in King County" Report and Recommendations, which was a
17 collaborative effort on the part of King County, City of
18 Seattle, and Suburban Cities, and determined that fish
19 habitat, water quality, and river flooding issues should be
20 coordinated across jurisdictional lines and regional funding
21 sources to address these issues should be pursued.

22 9. The Washington State Legislature authorized \$5,767,000
23 for the 1996-1997 biennium for three Conservation District
24 funding programs state-wide: basic funding, implementation
25 grants, and competitive grants. The majority of these funds
26 will be allocated on a competitive basis to the forty-eight
27 conservation districts throughout the State of Washington and
28 under the State Conservation Commission funding guidelines,
29 the maximum amount of State funds available during the 1996-
30 97 Biennium to King Conservation District is \$302,000.

31 10. The Council is committed to working with the State
32 Legislature to ensure that the King Conservation District
33 receives an allocation of the Centennial Clean Water Funds
34 and State Conservation Commission grants more proportional to
35 its population, in future biennium.

36 11. Since any alternative regional funding sources would not
37 be available for at least two years and any changes to the
38 State's funding process for conservation districts will not
39 take effect until the 1998-1999 biennium, the Council
40 authorizes a two year assessment for 1996 and 1997 so that
41 the King Conservation District can continue their
42 conservation work at current staffing levels, but with the
43 intention that the assessment not be authorized beyond 1997
44 and that the King Conservation District will be funded by
45 alternative sources in 1998 and beyond.

46 12. The King County Council has determined that all lands
47 within the boundaries of the King Conservation District,
48 except forest lands, derive a benefit from the natural
49 resource conservation activities of the district. The King
50 County Council has also determined that a rate of \$1.25 per
51 parcel and \$.0 per acre is reasonably calculated to fund the
52 activities that benefit these lands.

53 13. Since 1994, the Council has directed that \$0.41 of the
54 \$1.25 per parcel assessment be distributed to the county and

1 each city in the district from which the funds were
 2 collected, to be used for natural resource protection
 3 activities consistent with the purposes of the district. The
 4 county and cities within the district may choose to receive
 5 the distribution in cash or contract with the district for
 6 services equal to the value of the distribution.
 7

8 SECTION 1. An assessment for the King Conservation
 9 District of \$1.25 per parcel on all property within the
 10 district, not assessed as forest land, shall be imposed in
 11 1996 and 1997, and will not be authorized beyond 1997. This
 12 assessment is subject to the terms of the Agreement entered
 13 into between King County and the King Conservation District
 14 on November 23, 1993, as hereby amended.

15 SECTION 2. The amount of such assessment shall
 16 constitute a lien against the property and a notice of lien
 17 shall be sent to each owner of property for which the
 18 assessment has not been paid by the date it is due.

19 SECTION 3. The terms of the Agreement entered into
 20 between King County and the King Conservation District on
 21 November 15, 1993 shall remain in effect, with the exception
 22 of Page 3, Paragraphs III.B.1 and 2 which, subject to a
 23 signed written addendum by the parties to the original
 24 agreement, is amended to read as follows:

25 B. The County

26 1. Approval of Assessment: The King County Council
 27 shall approve a system of special assessments for the
 28 District, pursuant to RCW 89.08.400, which shall be effective
 29 from January 1, 199((4))6, to December 31, 199((5))7, to fund
 30 activities contained in the District's Work Plans. The
 31 Council shall not consider ((A)) assessments for the District
 32 after 199((5))7 ((shall be proposed by the District and
 33 considered by the Council pursuant to RCW 89.08.400)).
 34

35 2. Approval of Work Plan: The Council, ((within two
 36 months after receiving the proposed Work Plan from the
 37 District or by August 1 of each year, whichever is later)) by
 38 December 31st, shall approve or recommend modifications to
 39 the portion of the proposed Work Plan funded by the
 40 assessment for the following year. If the Council fails to
 41 so act and the proposed Work Plan was submitted in accordance

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

3 SECTION 4. A total of \$0.41 of the \$1.25 per parcel
4 assessment shall be distributed to the county and each city
5 in the district from which the funds were collected, to be
6 used for natural resource protection activities consistent
7 with the purposes of the district. The county and cities
8 within the district may choose to receive the distribution in
9 cash or contract with the district for services equal to the
10 value of the distribution.

11 SECTION 5. The attached work plan submitted by the King
12 Conservation District for 1996, as amended, is hereby
13 approved.

14 INTRODUCED AND READ for the first time this 23rd
15 day of October, 1995.

16 PASSED by a vote of 10 to 3 this 19th day of
17 December, 1995.

18 KING COUNTY COUNCIL
19 KING COUNTY, WASHINGTON

20 Kent Pullen
21 Chair

22 ATTEST:

23 Gerald A. Peten
24 Clerk of the Council

25 APPROVED this 21st day of December, 1995.

26 Ray Lohr
27 King County Executive

28 Attachments: A. Agreement between King County and the King
29 Conservation District dated November 15, 1993.

30 B. King Conservation District 1996 Work Plan revised December
31 13, 1995

Revised December 13, 1995 (proposed changes from Utilities & Natural Resources Committee recommendation shown in bold and underlined)

Proposed 1996 Summary of Program of Work
King Conservation District

Summary

The proposed King Conservation District (KCD) 1996 work plan is derived from income from a special assessment of \$1.25 per parcel per year on all lands within the District boundaries except timberland. Of the \$1.25 per parcel the District is proposing to return \$0.41 per parcel to the cities and county to perform natural resource work. Although the per parcel assessment for 1996 and 1997 is proposed to be the same as the 1994 and 1995 assessment, the work plan expenditures is increased annually by approximately \$180,000, which represents the amount paid for debt service the past two years.

District work will consist of technical assistance and education in natural resources and concentrating on water quality improvement and protection. Services will be provided to individuals, business and public agencies and departments within District boundaries. In addition, there is an attached summary outlining King Conservation District partnerships with other agencies and with non-profit organizations and a listing of federal and state funds administered by the District.

District work in 1996 shall focus on implementation of the livestock management standards, including the development of farm management plans for priority farms located along streams and in wetland areas and the provision of fencing and other technical support. Ordinance 11168 adopted in 1993, requires compliance with the livestock management standards or the implementation of a farm management plan for all existing farms within five years of the adoption of the ordinance. The King Conservation District shall also provide training instruction to qualify individuals to assist with the development of farm management plans. Any unrestricted funds received from the State Conservation Commission shall be used for livestock management standards implementation.

Budget

The KCD budget for 1996 is based on experienced income and projection obtained from the King County Assessors office and Office of Finance. The proposed budget is expected to fully finance KCD personnel and fixed costs. Any grants or other incomes, if any, would provide the ability to hire additional staff to perform such targeted work as specified in the income source or by the KCD Board of Supervisors.

Agreements with cities and King County will be developed for the work to be performed either by the entity or services of the District on an individual basis up to an amount not to exceed the entity proportionate share of actual funds derived from the entity.

The Basic budget is as follows:

<u>Income</u>		
Assessment		669,527
Interest		<u>2,800</u>
	TOTAL	672,327

<u>Expenses</u>		
District Operations		474,202
County Collections Fee		6,695
City/County Contracts		<u>191,430</u>
	TOTAL	672,327

Work Plan

The wide variety of work to be performed by KCD is to be divided between farms/livestock, urban and administration components with subcategories of each.

Within the specified financial allocations the KCD will do the following work:

I. Urban Work

- A. Citizens, governments, schools and businesses. King Conservation District staff will provide technical assistance and education to individual citizens, citizen groups, businesses, schools, local governments for natural resources protection and enhancement projects and programs **and to train individuals to develop farm management plans.** In addition District staff will assist groups and local governments by providing volunteer labor for projects.

Budget - ((~~3.15 FTE, \$151,745~~)) **1.15 FTE, \$51,745**

Examples of services KCD will provide:

- **Provide technical instruction to individuals who can provide contractual services to develop farm management plans.**

¹ In addition \$28,000 is included in District Operations as expected services and is subject to change with total expected of \$219,430.

- Serve on three King County Basin and nonpoint implementing committees to represent livestock and agricultural interests
- Serve on King County Groundwater implementation committee to represent livestock and agricultural interests
- Provide technical assistance to King County Surface Water Management, Environmental Division, Grading, and SEPA for soil erosion control and education and other similar assistance.
- Manage and coordinate use of Totem Lake Wetlands Trail with the City of Kirkland and other groups for educational purposes. This is a KCD owned property with a recently completed access trail and interpretive facilities.
- Bring in local, state and federal government assistance and provide information on permit requirements.
- Coordinate and work with all member cities and county departments for development and administration of natural resources projects.
- Coordinate and assist U.S. Government agencies with technical assistance and joint sponsored U.S. Government funded projects in King County. Existing examples include the 7 agency Urban Resource Partnership and NRCS Urban Resources Assistance Team.
- Provide individuals and consultants with soils information on specific project sites.
- Provide schools with environmental education assistance.
- Provide volunteer labor for appropriate projects.

B. Local Governments - King Conservation District will provide funding and or technical assistance to all 27 member cities and unincorporated King County at a rate equivalent to \$0.41 per parcel collected within the jurisdiction. Each entity will have the option of cash reimbursement for prior approved work completed or an equivalent amount of services by KCD, or a combination of cash and services.

Budget - \$191,430

District staffing needs will be determined during the year as individual contracts are developed with the 28 entities. During 1994 and 1995 about \$28,000 work was contracted to the District for services.

1. Examples of services which can be provided or have been performed recently:

- Fish passageway design to inaccessible pond.
 - Car wash water collection design.
 - Riparian area enhancement design and supervision.
 - Native plant procurement and holding facilities design.
 - Neighborhood drainage and dispute resolution.
 - Stream needs survey
 - Wetland delineation
 - Technical writing assistance
 - Composting assistance
 - Provide unbiased review of technical resource documents for accuracy, such as EIS, wetlands delineation's, etc.
 - Assist agencies with development and implementation of watershed and groundwater management plans.
 - Review construction/grading site plans, from application through construction.
 - Provide information on soils, prime agricultural land, and related data for work on Growth Management requirements.
 - Review current urban erosion control Best Management Practices and assist entities with development of standards and specifications for construction sites.
 - Assist King County and cities with development and implementation of codes and ordinances.
2. Various cities have used their cash allotments to do similar work themselves plus various other projects ranging from providing small grants to neighborhood groups to assisting with environmental education in local schools.

II. Farms/Livestock

King Conservation District staff will provide technical assistance and education to farmers and livestock owners **in both urban and rural areas** within District boundaries. This assistance will include the preparation of Farm Management Plans (FMP) as defined in the

County's livestock management standards (K.C.C. 21A.30). The King Conservation District anticipates that no less than 75% of the \$365,553 funding allocated for farm/livestock programs in 1996 will be allocated to FMP development and implementation. King County has approximately 200 commercial farms and 10,000 non-commercial farms in cities as well as unincorporated areas. King Conservation District will continue to provide technical assistance and education to as many people as possible to assist in reducing water pollution from their operations. KCD will also pursue financial assistance for livestock owners to meet commitments for meeting requirements of federal, state and local regulations. KCD will also actively organize volunteers to provide physical labor to assist landowners construct fences and other work.

Budget - ((~~5.46 FTE~~ - ~~\$265,553~~)) 7.46 FTE, \$365,553

KCD will perform the following duties:

- Assist affected livestock owners in unincorporated areas with preparation of Farm Management Plans to meet the Livestock Management Ordinance requirements. Farm plans should be completed and filed with the Clerk of the Council prior to implementation.
- Provide technical assistance as needed for the King County Agriculture Commission and Livestock Oversight Committee.
- Assist citizens referred to KCD by code enforcement and other County departments and divisions involving livestock and/or streams and wetlands. This will be done following agreements to be developed.
- Assist livestock owners to meet requirements of state and county and local rules and regulations.
- Develop plans for livestock manure storage facilities according to the 1990 County SAO for exemptions to clearing and grading permits.
- Serve as needed on agricultural commission
- Assist King County Council and Divisions such as Cooperative Extension, Surface Water Management, Environmental Division, Health Department and others with water quality coordination and protection.
- Coordinate and communicate as partners with the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS, formerly SCS) to carry out joint projects and development of future projects.

- Assist cities as requested, develop livestock zoning ordinance for livestock and agricultural uses.

III. Administration/Clerical - KCD will provide administration and clerical support for all KCD activities to ensure well managed, cost effective programs and projects. Program administration will consist of planning, conducting, coordinating, and scheduling of all project activities, maintaining project records; and financial administrations.

Budget 1.14 FTE - \$56,904

Administrative function KCD will provide:

- Coordinate KCD activities in compliance with state laws and administrative requirements of the Washington State Conservation Commission.
- Provide coordination and administrative assistance for Federal Urban Partnership which has provided \$500,000 per year in 1994 and 1995 for work in King County in addition to the Director wages and expenses.
- Seek out funds and coordinate efforts to obtain additional Federal, State and local funds for King County.

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

12095 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 all 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,

liabilities, damages, costs, expenses or loss of any kind or nature whatsoever arising from or out of this Agreement) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents or employees in performance of this Agreement.

X. AMENDMENTS:

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

XI. 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. All parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed any 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 all Parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 15 day of November, 1993.

King Conservation District

[Signature]
Chair,
Board of Supervisors

King County

[Signature]
Chair, King County Council
[Signature]
King County Executive

Approved as to Form:

[Signature]
Assistant Attorney General

Approved as to Form:

[Signature]
Deputy Prosecuting Attorney



King Conservation District

935 Powell Ave. SW - Renton, WA 98055 - (206) 226-4867 - FAX (206) 764-6677

May 16, 1996

Stephanie Warden
Metropolitan King County Council
1200 King County Courthouse
Seattle, WA 98104

Dear Stephanie:

Enclosed is a signed copy of the modified agreement that was attachment A to ordinance 12095.

Sincerely,

Jack Davis
District Manager

RECEIVED
96 MAY 31 AM 9:47
CLERK
KING COUNTY COUNCIL

Addendum to Agreement adopted as Attachment A to Ordinance 12095

Pursuant to RCW 39.34 and RCW 89.08, this addendum agreement ("Addendum") is hereby entered into by and between King County (hereinafter known as "the County"), and the King Conservation District, a governmental subdivision of the State of Washington organized under RCW 89.09 (hereinafter known as "the District").

Whereas, the Metropolitan King County Council adopted Ordinance 12095 on December 19, 1995, authorizing a special assessment for the King Conservation District in 1996 and 1997; and

Whereas, Ordinance 12095 adopted by reference to Attachment A, an agreement executed between the County and the District on November 15, 1993, subject to the amendments reflected in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto agree to the following amendments to Page 3, Paragraphs III.B1. and 2 of the Agreement:

B. The County

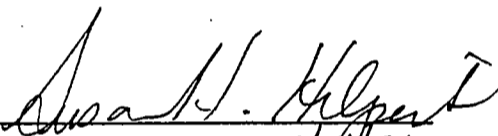
1. Approval of Assessment: The King County Council shall approve a system of special assessments for the District, pursuant to RCW 89.08.400, which shall be effective from January 1, 199~~((4))~~6, to December 31, 199~~((5))~~7, to fund activities contained in the District's Work Plans. The Council shall not consider ((A))assessments for the District after 199~~((5))~~7 ~~((shall be proposed by the District and considered by the Council pursuant to RCW 89.08.400)).~~

RECEIVED
MAY 31 11 51 AM '97
CLERK
KING COUNTY COUNCIL

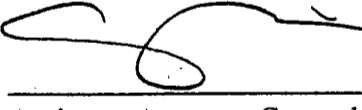
2. Approval of Work Plan: The Council, (~~within two months after receiving the proposed Work Plan from the District or by August 1 of each year, whichever is later~~) by December 31st of each year, shall approve or recommend modifications to the portion of the proposed Work Plan funded by the assessment for the following year. If the Council fails to so act and the proposed Work Plan was submitted in accordance with Section III.A.2 of this Agreement, the Work Plan shall be considered approved as submitted.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the 14 day of May, 1996.

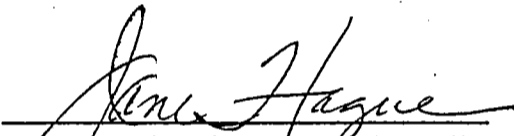
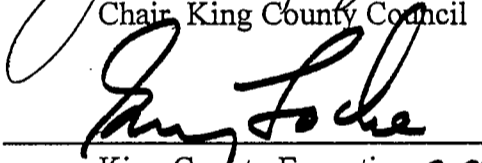
King Conservation District


Chair,
Board of Supervisors
5/14/96

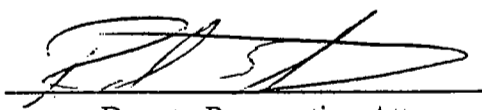
Approved as to Form:


Assistant Attorney General

King County


Chair, King County Council

King County Executive 2-29-96

Approved as to Form:


Deputy Prosecuting Attorney

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