

September 15, 1993  
kcdamend/jl

Introduced by: Phillips  
Proposed No.: 93-703

MOTION NO. 9124

1  
2 A MOTION authorizing an amendment to the  
3 agreement between King County and the  
4 King Conservation District, deleting  
5 language authorizing the county council  
6 to modify or rescind the district's  
7 assessment.

8 WHEREAS, King County Ordinance 10981 authorized an  
9 assessment of \$1.25 per parcel on all non-exempt properties  
10 throughout the district in 1994 and 1995, subject to the terms  
11 of an agreement between King County and the district, and

12 WHEREAS, this agreement gave the county the authority to  
13 modify or rescind the district's 1995 assessment if, prior to  
14 October 15, 1994, the county council "finds that such  
15 modification or rescission is called for based on its analysis  
16 of the district's proposed work plan for 1995 and the ability  
17 shown by the district in carrying out the work plan for 1994,"  
18 and

19 WHEREAS, the district is expected to include in both its  
20 1994 and 1995 work plans an allocation of funds to repay loans  
21 made to maintain its operations before it begins to receive  
22 revenue from its assessment and to reimburse the county's  
23 Computer Services Section for programming necessary to  
24 implement the assessment, and

25 WHEREAS, U.S. Bank of Washington is considering making  
26 such a loan, which would include the refinancing of loans made  
27 to the district by the county to maintain the district's  
28 operations before the county council authorized the district's  
29 assessment, and

30 WHEREAS, in order to make such a loan, U.S. Bank of  
31 Washington requires that the language authorizing the county  
32 council to modify or rescind the district's assessment be  
33 deleted from the agreement to protect the district's only means  
34 of repaying its loan, and

1 WHEREAS, the assessment authorized by the county was  
2 developed in close cooperation with Seattle and the Suburban  
3 Cities Association and, based on agreements reached with those  
4 parties, it is unlikely that the county would wish to modify or  
5 rescind it;

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

7 The county executive is hereby authorized to enter into  
8 the attached agreement between King County and the King  
9 Conservation District, which has been amended to delete  
10 language authorizing the county council to modify or rescind  
11 the district's assessment.

12 PASSED this 20<sup>th</sup> day of September, 1993

13 KING COUNTY COUNCIL  
14 KING COUNTY, WASHINGTON

Cynthia Sullivan  
VICE Chair

17 ATTEST:

18 Janet Masu  
19 Deputy Clerk of the Council

20 Attachment:  
21 Agreement between King County and the King Conservation  
22 District, as amended

## 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 \_\_\_\_\_. 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

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 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

King Conservation District

King County

\_\_\_\_\_  
Chair,  
Board of Supervisors

\_\_\_\_\_  
Chair, King County Council

\_\_\_\_\_  
King County Executive

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Deputy Prosecuting Attorney