

November 7, 1997
KO
12/04/97 12/16/97 clerk

Introduced By:

Maggi Fimia
Cynthia Sullivan
Larry Phillips

Proposed No.:

97-666

ORDINANCE NO. **12959**

AN ORDINANCE authorizing a special assessment for resource conservation for the King Conservation District of \$5 per parcel on all non-exempt properties within the district for the years 1998 through 2000 and approving the district's 1998 work plan.

STATEMENT OF FACTS:

1. The King Conservation District is a governmental subdivision of the State of Washington, organized under chapter 89.08 RCW 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 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 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 activities of the district.
5. On August 16, 1993, the King County council adopted Ordinance 10981, which authorized 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 approved an agreement between King County and the King Conservation District. The agreement

- 1 remains in effect until December 31, 2003, unless rescinded or modified, and is shown
2 as Attachment A.
- 3 6. On December 19, 1995, the King County council adopted Ordinance 12095, which
4 continued this assessment in 1996 and 1997, and anticipated that the district would be
5 funded by alternative regional funding sources in 1998 and beyond.
- 6 7. These alternative regional funding sources were to be determined, in part, through
7 the Regional Needs Assessment for Surface Water Management (RNA), a collaborative
8 effort of King County, the city of Seattle, and the suburban cities.
- 9 8. In July 1996, the metropolitan King County council's regional water quality
10 committee established a process to identify and prioritize regional surface water needs
11 and funding as part of the RNA. This was to be accomplished through forums of local
12 governments that had been established in the Lake Washington/Cedar River,
13 Green/Duwamish, Sammamish and Snoqualmie watersheds.
- 14 9. Under the auspices of the Regional water quality Committee, a regional task force of
15 three representatives from each of the watershed forums met between February and July
16 1997 to review priority projects and programs identified by the watershed forums, to
17 develop principles to determine which were of regional interest, and to recommend
18 funding sources that could be used to address regional surface water priorities.
- 19 10. A majority of the regional task force supported increasing the special assessment for
20 the King Conservation District to \$5 per parcel, as one of a group of funding sources
21 that could be used to address regional surface water priorities. A subcommittee of the
22 task force (including representatives of the district) was established to make
23 recommendations on the use and governance of revenues from this assessment.
- 24 11. The subcommittee recommended that the assessment revenues be divided three ways,
25 with \$1 per parcel dedicated to the district's implementation of its approved annual
26 work program, \$1 per parcel distributed among the county and each city in the district
27 from which the funds were collected to be used for natural resource protection activities
28 consistent with the purposes of the district, and \$3 per parcel distributed in equal
29 amounts to the four watershed forums and the Puget Sound watershed forum should it
30 become established. The county and cities within the district may choose to receive the
31 distribution in cash or contract with the district for services equal to the value of the
32 distribution.
- 33 12. The Board of Supervisors of the King Conservation District held four public hearings
34 throughout King County in June 1997, at which the district received support for
35 continuation of its assessment.
- 36 13. On July 29, 1997, the district board adopted a resolution submitting a proposed
37 special assessment of \$1.43 per parcel to cover the district's expenses only to the King
38 County council for approval, and including consideration of any subsequent

1 recommendation from the regional task force on the amount, use, and governance of the
2 assessment.

3 14. On October 30, 1997, the regional water quality committee unanimously
4 recommended Motion No. 97-646 requesting that the King County council enact the
5 King Conservation District assessment at the level of \$5 per parcel and limit the
6 assessment to a period of years not less than two nor more than five.

7 15. On November 17, 1997, the King County council endorsed the aforementioned
8 funding approach by approving Motion No. 97-646.

9 16. The King Conservation District will provide to all parcel owners or land occupiers
10 within the District: assistance to affected landowners to meet requirements of the King
11 County Livestock Management Ordinance and other state, county and municipal
12 regulations; technical assistance to King County agricultural efforts; assistance to
13 landowners in resolving code enforcement issues; development of plans for livestock
14 manure storage facilities; assistance to County and Municipal departments with water
15 quality coordination and protections; coordination of intergovernmental partnerships to
16 carry out joint projects; assistance to governments to develop livestock and agricultural
17 laws and regulations; research to determine and develop the most effective Best
18 Management Practices to improve water quality; and cost-sharing funding for Sensitive
19 Area Best Management Practices implementation.

20 17. The Watershed Forums will expend funds received from their share of the assessment
21 on programs consistent with the purposes of the District under RCW 89.08. These
22 projects may include: livestock fencing programs; fish passage improvements; fish
23 habitat improvements in all watersheds in King County; erosion control and technical
24 assistance to property owners; implementation of Best Management Practices and water
25 quality protection for Lake Sammamish and Lake Washington; and flood control
26 measures throughout the District.

27 18. All local jurisdictions that are members of the King Conservation District will expend
28 funds received from their share of the assessment on programs consistent with the
29 purposes of the District under RCW 89.08. These may include: agricultural, water
30 quality, educational and conservation programs.

31 19. The King County council has determined that, under the arrangement proposed by
32 the subcommittee of the task force, all lands within the boundaries of the King
33 Conservation District, except forest lands, would derive a benefit from the natural
34 resource conservation. Council also has determined that a rate of \$5 per parcel and \$.0
35 per acre is reasonably calculated to fund the activities that would benefit these lands.

36 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

37 SECTION 1. An assessment for the King Conservation District of \$5 per parcel on
38 all property within the district, not assessed as forest land, shall be imposed annually from

1 1998 through 2000. The use of revenues from this assessment is subject to the terms of the
2 Agreement shown as Attachment A.

3 SECTION 2. The amount of such assessment shall constitute a lien against any
4 property for which the assessment has not been paid by the date it is due. A notice of lien
5 shall be sent to each owner of such property.

6 SECTION 3. The district shall distribute a total of \$3 per parcel in equal amounts
7 to each of the four watershed forums and the Puget Sound forum should it be established.
8 The watershed forums shall be free to determine, based on their own rules, how they wish
9 to spend these funds, provided that they are spent within boundaries of the King
10 Conservation District and consistent with the purposes of the district as established in
11 chapter 89.08 RCW, and provided that the uses are consistent with regional funding
12 principles approved by the regional water quality committee.

13 SECTION 4. The district shall distribute a total of \$1 per parcel of the assessment
14 to the county and each city in the district from which the funds were collected, to be used
15 for natural resources protection activities consistent with the purposes of the district as
16 established in chapter 89.08.RCW. The county and cities within the district may choose to
17 receive this distribution in cash or contract with the district for services equal to the value of
18 the distribution.

19 SECTION 5. A total of \$1 per parcel of the assessment shall be used by the district
20 for implementation of its annual work program, provided that it is approved by the King
21 County council under terms of the Agreement shown as Attachment A.

1 SECTION 6. The work plan submitted by the district for 1998, as shown as
2 Attachment B, is hereby approved. The district is additionally requested to provide status
3 reports to the King County Council no later than June 30 and December 31 of each year
4 describing progress achieved towards work plan goals.

5 SECTION 7. The district is authorized to collect and retain a 1 (one) percent fiscal
6 administration fee from all revenues derived from the per parcel assessment.

7 SECTION 8. Given the public process outlined in Paragraphs 12, 13, 14, and 15,
8 and the findings of fact in Paragraphs 16, 17, and 18, the King County Council finds that
9 both the public interest will be served by the imposition of the special assessments made
10 under this legislation, and the special assessments to be imposed on any land will not exceed

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1 the special benefit that the land receives or will receive from the activities of the
2 conservation district.

3 INTRODUCED AND READ for the first time this 10th day of
4 November, 1997.

5 PASSED by a vote of 7 to 6 this 15th day of December
6 1997

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 Jane Hogue
10 Chair

11 ATTEST:

12 [Signature]
13 Clerk of the Council

14 APPROVED this 9 day of December, 1997

15 [Signature]
16 King County Executive

17 Attachments:

- 18 A. Agreement between King County and the King Conservation District dated November
- 19 15, 1993, as amended.
- 20 B. Revised Attachment dated December 11, 1997 King Conservation District 1998 Work
- 21 Plan.
- 22

12959

10981

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

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,

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

REVISED DECEMBER 11, 1997

KING CONSERVATION DISTRICT

Proposed 1998 Summary of Program of Work

EXECUTIVE SUMMARY

The King Conservation District is an independent public entity authorized by state law and formed in 1949. The District is governed by a five-member Board of Supervisors. Three are elected at-large throughout King County and two are appointed by the Washington State Conservation Commission.

Pursuant to RCW 89.08.400, special assessments are authorized to be imposed by the King County Council to finance the activities of the King Conservation District. The District has complied with the statutory requirement to hold public hearings and the Board of Supervisors adopted a Resolution to the King County Council requesting imposition of a special per-parcel assessment beginning in 1998.

Funds received from this special assessment will be allocated for the benefit of lands throughout the District's jurisdiction by action of the Board of Supervisors, pursuant to law. Funds distributed to other governments shall be governed by legally binding grant contracts or interlocal agreements consistent with requirements of the State Auditor, RCW 89.08 and the King County ordinance authorizing the assessment. Projects must meet the statutory requirements to promote sustainable uses of natural resources through responsible stewardship by:

- Teaching principles of conservation to landowners and the general public,
- Encouraging the development and implementation of comprehensive action plans and procedures that promote environmental quality,
- Facilitating productive relationships between individuals and environmental regulatory agencies, and
- Providing technical assistance to individuals and local governments on the implementation of sound conservation practices.

King Conservation District Work Plan

Responsibilities of the District include:

A. Water Quality Stewardship

The District is responsible for promoting conservation practices and developing new technologies and methodologies to preserve, protect, and enhance ground and surface water supplies in all agricultural, rural and urban areas within district boundaries in King County.

B. Land Use Stewardship

The District is responsible for promoting conservation practices and developing new technologies and methodologies to preserve, protect and enhance natural areas and open spaces within district boundaries in King County and for promoting sustainable land use practices in agricultural, rural and urban areas.

District Projects

The wide variety of work to be performed by the King Conservation District will be established by the King Conservation District Board of Supervisors, as provided by law. Principal components of the District's operation include Farm/Livestock programs, urban/rural programs, and general administration. These categories recognize that there are livestock needs in urban areas of unincorporated King County as well as in incorporated cities, and that the District plays an important role in assisting landowners to comply with the King County Livestock Ordinance. Within each category, the District will do the following work:

1. Urban/rural programs

A. Citizens, government, schools, and businesses. King Conservation District staff will provide technical assistance and education to individual citizens, citizen groups, businesses, schools, and local government for natural resources protection and enhancement projects and programs. In addition, staff will assist groups and local government by helping identify volunteer labor for projects.

Examples of services the King Conservation District may provide:

- Assist livestock owners
- Enhance water quality protection
- Enhance water conservation
- Participate in regional committees and task forces
- Provide technical assistance
- Coordinate local, state and federal government assistance programs
- Provide educational programs to schools and groups
- Identify volunteer opportunities and recruit volunteers

2. Farms/Livestock

King Conservation District staff will provide technical assistance and education to farmers and livestock owners in both rural and urban areas within District boundaries. There are approximately 200 commercial farms and 10,000 non-commercial farms in cities and unincorporated areas within King County. King Conservation District will provide technical

assistance for reducing water pollution from farm and livestock operations. King Conservation District will pursue financial assistance for livestock owners to meet commitments for federal, state and local requirements. King Conservation District will also actively organize and coordinate volunteers to provide physical labor to assist landowners in construction of fences and other Best Management Practices work.

Examples of services the King Conservation District may provide:

- Assist affected landowners to meet requirements of the King County Livestock Management Ordinance and other state, county and municipal regulations
- Provide technical assistance to King County agricultural efforts
- Assist landowners in resolving code enforcement issues
- Develop plans for livestock manure storage facilities
- Assist County and Municipal departments with water quality coordination and protection
- Coordinate intergovernmental partnerships to carry out joint projects
- Assist governments to develop livestock and agricultural laws and regulations
- Conduct research to determine and develop the most effective Best Management Practices to improve water quality
- Provide cost-share funding for Sensitive Area Best Management Practices implementation

3. Administration

King Conservation District will provide administration and clerical support for all activities to ensure well-managed, cost effective programs and projects. In addition, the King Conservation District will administer funds from other sources as pass through. Program administration will consist of planning, conducting, coordinating, and scheduling of all project activities, maintaining project records, and financial administration.

Examples of services the King Conservation District may provide:

- Ensure compliance with all relevant state laws and regulations
- Provide coordination and administrative assistance for the federal Urban Resources Partnership, which has provided \$500,000 per year since 1994 for work throughout King and adjacent counties
- Financial oversight and disbursement of all assessment funds
- Seek out funds and coordinate efforts to obtain additional federal, state and local funds to enhance projects financed by the assessment

BUDGET

This budget proposal includes only the proposed special assessment funds. The King Conservation District budget also includes short term grants, and general and directed state and federal funding. These other funds enable the District to provide and target higher levels of investment through partnerships and leveraging of funds. These other sources are not reflected in this budget. The District budget is established by Resolution of the Board of Supervisors following due consideration of needs and resources.

<u>Income</u>	
Special Assessment 1998	\$2,639,057 ¹
<u>Expense</u>	
District Operations 1998	\$2,639,057

Work Plan

District Strategic Plan Initiatives

The wide variety of work to be performed by the King Conservation District will be established by the Board of Supervisors, as provided by law. Principal components of the District's operation include Farm/Livestock programs, urban/rural programs, and general administration. These categories recognize that there are livestock needs in urban areas of unincorporated King County as well as in incorporated cities.

Total District Projects ²	\$533,375
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Municipal Non-Competitive Grants

Municipal non-competitive grants will be made available to King County and to each of the incorporated cities participating as District Member Cities for the purpose of targeted land and water conservation efforts within such jurisdictions. Applications for the non-competitive grants shall be made to the District for projects that meet the District's statutory purposes under criteria as shall be established by the District. Such non-competitive grants shall be made available at the gross rate of \$1.00 (one dollar) for each parcel contained within the applicant's jurisdiction. The District will hold in trust for each such entity the amount available to it until such time as a non-competitive grant is developed, submitted and approved.

¹ Net amount after reducing for non-payment of taxes at 3%, County Assessor's collection fee at 1%, and KCD fiscal administration fee at 1% (Gross revenues = 555,599 parcels @ \$5 each = \$2,777,955)

² Net amount after reducing for non-payment of taxes at 3%, County Assessor's collection fee at 1%, (Gross revenues = 555,599 parcels @ \$1 each = \$555,599)

Total of municipal non-competitive grants ³	\$527,819
1998 Allocation	
Unincorporated King County	\$152,261
Member Cities	\$375,558

Watershed Forum Non-Competitive Grants

Non-competitive grants will be made available to the five (5) Watershed Forums established in King County for the purpose of supporting projects for fish habitat, water quality and flood protection. Such projects shall meet the District's statutory purposes under criteria as shall be established by the District, in consultation with the Regional Water Quality Committee of the King County Council. The total allocation provided below shall be divided evenly between the Watershed Forums. The District shall hold the allocation in trust until such time as a non-competitive grants is developed, submitted and approved. Funds shall be distributed to the forums through grant contracts or interlocal agreements with individual local governments participating in each forum, which shall be acting on the behalf of the other governments within their forum.

Total of watershed non-competitive grants ⁴	\$1,583,457
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Work Plan Accountability

King Conservation District

The District will submit biennial status reports to the King County Council and the Regional Water Quality Committee. At a minimum, these shall include the following:

A summary report of the amount of funds distributed to each forum and local government, how such funds are being used, and the means by which the funds have been distributed (e.g., grant contract, interlocal agreement, etc.)

A summary discussion of assistance provided to local governments, citizens, and others served by the District including livestock programs.

Municipal Non-Competitive Grants

Allocation of funds for District approved municipal projects, will be based on King County Assessor's estimates. Disbursements will be made by November 30, up to 90% of the Assessor's estimate, with final reconciliation based on the Assessor's report by January 31 of the following year.

Projects will require biennial financial and project progress reports to the District, along with an annual summary report presented to the KCD Board of Supervisors. Project reports will be due by May 31 and November 30 of each year.

³ Net amount after reducing for non-payment of taxes at 3%, County Assessor's collection fee at 1%, and KCD fiscal administration fee at 1% (Gross revenues = 555,599 parcels @ \$1 each = \$555,599)

⁴ Net amount after reducing for non-payment of taxes at 3%, County Assessor's collection fee at 1%, and KCD fiscal administration fee at 1% (Gross revenues = 555,599 parcels @ \$3 each = \$1,666,797)

Annual financial reports will be submitted to the District for review and incorporation into the District accounting system by March 31 of the following year.

Watershed Forum Non-Competitive Grants

Allocation of funds for District approved watershed forum projects, will be based on King County Assessor's estimates. Disbursements will be made by November 30, up to 90% of the Assessor's estimate, with final reconciliation based on the Assessor's report by January 31 of the following year.

Projects will require biennial financial and project progress reports to the District, along with an annual summary report presented to the KCD Board of Supervisors. Project reports will be due by May 31 and November 30 of each year.

Annual financial reports will be submitted to the District for review and incorporation into the District accounting system by March 31 of the following year.