



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 19, 2000

Ordinance 13942

Proposed No. 2000-0515.2

Sponsors Phillips

1 AN ORDINANCE modifying the terms of an interlocal
2 agreement between King County and the King
3 Conservation District, dated November 15, 1993, and
4 approved under Ordinance 10981.

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STATEMENT OF FACTS:

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1. The King Conservation District is a governmental subdivision of the
9 state of Washington, organized under chapter 89.08 RCW to protect and
10 conserve natural resources throughout King County.

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2. On August 16, 1993, the King County council adopted Ordinance
12 10981, which authorized a special assessment for the King Conservation
13 District of \$1.25 per parcel on all nonexempt properties within the district
14 in 1994 and 1995 and approved an agreement between King County and
15 the King Conservation District governing the use and authorization of the
16 special assessment for the district.

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17 3. On November 15, 1993, the agreement was signed by both parties and
18 remains in effect until December 31, ((2003)) 2010, unless rescinded or
19 modified. Under the terms of this agreement, the district is required to
20 submit a work plan for the King County council's review and approval on
21 or before June 1 of the year before its effective date. The council, within
22 two months of receiving the proposed work plan, is required to approve or
23 recommend modifications to the work plan. If the council fails to act and
24 the proposed work plan was submitted in accordance with the agreement,
25 the work plan shall be considered approved as submitted.

26 4. On December 15, 1997, the King County council adopted Ordinance
27 12959, which authorized a special assessment for the King Conservation
28 District of \$5.00 per parcel on all nonexempt properties within the district
29 in 1998, 1999 and 2000.

30 5. On June 1, 2000, the King Conservation District submitted to the King
31 County council for approval a work plan for the year 2001. The 2001
32 work plan is based on a \$5.00 assessment which expires on December 31,
33 2000.

34 6. On July 12, 2000, the King Conservation District board of supervisors
35 adopted Resolution 2000-02 requesting King County to reauthorize the
36 \$5.00 per parcel assessment for a ten-year period, from 2001 to 2010.

37 7. On July 18, 2000, the King County council's natural resources, parks
38 and open space committee held a hearing on the 2001 work plan and
39 discussed modifying the agreement to delay approval of the work plan

40 until such time as the county council takes action on legislation to
41 reauthorize the special assessment.

42 8. On August 9, 2000, the King Conservation District board of
43 supervisors adopted Resolution 2000-03 granting the county council an
44 extension until December 11, 2000, to approve the district's 2001 work
45 plan.

46 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

47 SECTION 1. The terms of the agreement entered into between King County and
48 the King Conservation District on November 15, 1993, shall remain in effect, with the
49 exception of Section III.B. 2 on Page 3 which, subject to a signed written addendum by
50 the parties to the original agreement, is amended to read as follows:

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

58 SECTION 2: The terms of the agreement entered into between King County and
59 the King Conservation District on November 15, 1993 pertaining to Section VII(A):
60 Effectiveness and Termination, shall be amended to read as follows:

61 A. This agreement shall become effective upon its signature by both the county and the
62 District, and shall terminate on December 31, ((2003)) 2010, unless it is terminated at

63 an earlier date pursuant to Section VII.B. of this Agreement.

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Ordinance 13942 was introduced on 9/5/00 and passed by the Metropolitan King County Council on 9/18/00, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

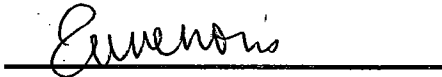
Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



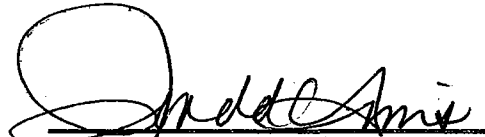
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 26 day of September 2000.



Ron Sims, County Executive

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

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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 89.03 (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;

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

37 I. PURPOSE OF THE AGREEMENT:

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

41 II. DEFINITIONS:

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

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

58 III. RESPONSIBILITIES OF THE PARTIES:

59 A. THE DISTRICT

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

65 2. Work Plan: The District shall submit its first Work Plan to the King County
66 Council ("the Council") for the Council's review and approval on or before October 1, 1993.
67 Future Work Plans shall be submitted to the Council on or before June 1 of the year prior to
68 their effective date. Each Work Plan shall be submitted with a draft motion approving it, in a
69 form acceptable to the Council. The District shall work cooperatively with the Advisory
70 Committee to develop each Work Plan; the District, however, shall not be obligated to accept

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

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

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

88 B. THE COUNTY

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

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

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

105 IV. MEDIATION OF DIFFERENCES CONCERNING WORK PLAN

106 The council and the District may choose to mediate any and all differences they may
 107 have concerning the modifications to the District's Work Plan recommended by the Council

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

115 V. MAINTENANCE OF RECORDS

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

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

127 VI. AUDITS AND EVALUATION

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

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

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

141 VII. EFFECTIVENESS AND TERMINATION:

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

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

146 (1) The Council rescinds the District's assessment:

147 (2) The Council fails to approve a new assessment for the District after a
 148 previous assessment has expired:

149 (3) The District requests that the Council rescind or not renew its assessment.

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

153 VIII. NONDISCRIMINATION

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

159 IX. INDEMNIFICATION:

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

166 X. AMENDMENTS:

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

169 XI. ENTIRE CONTRACT-WAIVER OF DEFAULT

170 The parties hereto agree that this Agreement is a complete expression of the terms
 171 hereto and any oral or written representations or understandings not incorporated herein are
 172 excluded. All parties recognize that time is of the essence in the performance of the
 173 provisions of this Agreement. Waiver of any default shall not be deemed any waiver of any

174 subsequent default. Waiver of breach of any provision of this Agreement shall not be
175 deemed to be a waiver of any other or subsequent breach and shall not be construed to be a
176 modification of the terms of the Agreement unless stated to be such through written approval
177 of all Parties to this Agreement.

178 IN WITNESS WHEREOF, the parties hereto have executed this
179 Agreement on the _____ day of _____, 2000.

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King Conservation District

King County

Chair

Chair, King County Council

Board of Supervisors

King County Executive

Approved as to Form:

Approved as to Form:

Assistant Attorney General

Deputy Prosecuting Attorney

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