



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 22, 2005**

**Ordinance 15332**

**Proposed No.** 2005-0463.2

**Sponsors** Gossett

1 AN ORDINANCE authorizing a special assessment for  
2 resource conservation for natural resource conservation  
3 purposes on all nonexempt properties within the King  
4 Conservation District of King County of ten dollars per  
5 parcel for the year 2006.

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8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 **SECTION 1. Findings:**

10 A. The King Conservation District is a governmental subdivision of the state of  
11 Washington, organized under chapter 89.08 RCW to protect and conserve natural  
12 resources throughout King County except within the boundaries of the incorporated cities  
13 of Enumclaw, Federal Way, Milton, Pacific and Skykomish.

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

18 C. The King Conservation District provides the benefits of resource practices,  
19 programs and projects pursuant to chapter 89.08 RCW to all parcel owners or land  
20 occupiers within the district, including, but not limited to: technical assistance to  
21 landowners to meet the requirements of state, county and municipal regulations relating  
22 to conservation; technical support for King County agricultural programs; assistance to  
23 landowners in resolving code enforcement issues relating to conservation and  
24 environmental protection; development of plans for livestock manure storage facilities;  
25 assistance to county and municipal departments with water quality coordination and  
26 protections; coordination of intergovernmental partnerships to carry out joint projects,  
27 including the development and implementation of watershed plans; assistance to  
28 governments to develop livestock and agricultural laws and regulations; research to  
29 determine and develop the most effective best management practices to improve water  
30 quality; development of farm plans; cost-sharing funding for sensitive area best  
31 management practices implementation; and other such natural resource conservation  
32 activities as provided for in chapter 89.08 RCW.

33 D. The declaration of legislative intent in establishment of conservation districts  
34 in RCW 89.08.010 is incorporated in this ordinance, notably the Legislature's  
35 acknowledgement that "there is a pressing need for the conservation of renewable  
36 resources in all areas of the state, whether urban, suburban, or rural, and that the benefits  
37 of resource practices, programs, and projects, as carried out by the state conservation  
38 commission and by the conservation districts, should be available to all such areas;  
39 therefore, it is hereby declared to be the policy of the legislature to provide for the  
40 conservation of the renewable resources of this state, and for the control and prevention

41 of soil erosion, and for the prevention of flood water and sediment damages, and for  
42 furthering agricultural and nonagricultural phases of conservation, development,  
43 utilization, and disposal of water, and thereby to preserve natural resources, control  
44 floods, prevent impairment of dams and reservoirs, assist in maintaining the navigability  
45 of rivers and harbors, preserve wildlife, protect the tax base, protect public lands, and  
46 protect and promote the health, safety, and general welfare of the people of this state."

47 E. The statutory procedure for imposition of a conservation district special  
48 assessment specifies that the supervisors of the conservation district hold a public hearing  
49 on a proposed assessment before August 1 in the year before which it is proposed that the  
50 initial assessment be imposed, and that the county legislative authority hold an additional  
51 public hearing on the proposed system of assessment.

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

56 G. In 1993, King County enacted Ordinance 10981, which authorized a special  
57 assessment for the King Conservation District of one dollar and twenty-five cents per  
58 parcel on all nonexempt properties within the district in 1994 and 1995 and approved an  
59 interlocal agreement between King County and the King Conservation District. The  
60 agreement as subsequently amended is Attachment A to this ordinance and provides for  
61 the cooperative development of the King Conservation District annual work plans and  
62 King County council review of such work plans.

63 H. In 1997, King County enacted Ordinance 12959, which increased the  
64 assessment for the King Conservation District from one dollar and twenty-five cents to  
65 five dollars per parcel from 1998 through 2000. The ordinance provided that of the five  
66 dollars per parcel assessment, three dollars would be distributed and expended among the  
67 five watershed forums on programs consistent with the purposes of the district under  
68 chapter 89.08 RCW. Furthermore, all cities, towns and King County for all  
69 unincorporated areas within the King Conservation District each would receive one dollar  
70 of the five dollar per parcel assessment based on the number of parcels within their  
71 respective jurisdictions, for programs consistent with the purposes of the district under  
72 chapter 89.08 RCW. The remaining one dollar was to be allocated to the King  
73 Conservation District for implementation of its annual individual work plan.

74 I. In 2000, King County enacted Ordinance 13942, which authorized  
75 modification of the terms of the interlocal agreement between King County and the King  
76 Conservation District. The agreement was amended as follows: Council approval of the  
77 2001 work plan was deferred from June 1, 2000, to December 11, 2002, to coincide with  
78 council consideration of Ordinance 14016; and the termination date of the agreement was  
79 changed from 2003 to 2010. The amended form of the interlocal agreement is  
80 Attachment A to this ordinance.

81 J. In 2000, King County enacted Motion 11077 authorizing the executive to enter  
82 into interlocal agreements between King County and King County cities for the purposes  
83 of establishing water resource inventory area ("WRIA") forums and cooperatively  
84 developing, funding and implementing watershed-based planning, including salmon  
85 recovery planning, habitat restoration efforts, water quality and flood protection projects

86 and other water resource management projects and programs in WRIAs 8 and 9 and the  
87 King County portion of WRIA 7. Such efforts, with support from regional, state, federal  
88 and nonprofit funds as they become available, carry out resource area planning and  
89 provide projects and programs in the Snoqualmie/South Fork Skykomish, Lake  
90 Washington/Cedar River, Lake Sammamish/Sammamish, Central Puget Sound drainages  
91 and Green-Duwamish watersheds. These interlocal agreements further strengthen efforts  
92 to effectively deal with problems on a watershed-by-watershed basis, thus benefiting each  
93 parcel within the watershed, giving support to and promoting natural resource  
94 conservation on a regional basis and carrying out resource practices, programs and  
95 projects pursuant to chapter 89.08 RCW.

96 K. In 2000, King County enacted Ordinance 14016, which reauthorized the  
97 assessment for the King Conservation District of five dollars per parcel from 2001  
98 through 2005. The ordinance provided that of the five dollars per parcel assessment,  
99 three dollars would be distributed within the respective boundaries of three watershed  
100 forums, WRIA 8, WRIA 9 and the King County portion of WRIA 7, on programs  
101 consistent with the purposes of the district under chapter 89.08 RCW. Furthermore, all  
102 cities and towns and King County for all unincorporated areas within the King  
103 Conservation District were to receive one dollar of the five-dollars-per-parcel assessment  
104 based on the number of parcels within their respective jurisdictions, for programs  
105 consistent with the purposes of the district under chapter 89.08 RCW. The remaining one  
106 dollar was to be allocated to the King Conservation District for implementation of its  
107 annual work plan.

108 L. Pursuant to RCW 89.08.400(2), the King Conservation District board of

109 supervisors conducted two public hearings on May 11, 2005, and July 6, 2005, and  
110 established two written open public comment periods from May 11 through May 27,  
111 2005, and from June 13 through July 8, 2005, for the purpose of gathering public  
112 comments and information on a proposed system of assessments for an annual  
113 assessment amount of ten dollars per parcel, to be collected for each of the years 2006  
114 through 2009.

115 M. On May 18, 2005, the King Conservation District board of supervisors  
116 submitted to the King County council for approval a preliminary work plan for the year  
117 2006. On July 25, 2005, the King County council adopted Motion 12165 recommending  
118 modifications to the Calendar Year 2006 Program of Work for the King Conservation  
119 District, and requesting the King Conservation District to submit an amended 2006 work  
120 plan on or before December 1, 2005.

121 N. On July 27, 2005, the King Conservation District board of supervisors adopted  
122 Resolution 2005-01 requesting King County to authorize the ten dollars per parcel  
123 assessment for a four-year period, from January 1, 2006, through December 31, 2009.

124 O. The activities and programs conducted by the WRIA forums provided for by  
125 Motion 11077 and the activities and programs of the King Conservation District will  
126 conserve natural resources and provide special benefit to lands within the King  
127 Conservation District. Coordinated watershed planning furthers the policy of the state of  
128 Washington to preserve and restore the natural resources of the state and, in particular,  
129 fish and wildlife and their habitat in accordance with RCW 89.08.450. Coordinated  
130 watershed planning specially benefits each parcel in the King Conservation District with  
131 resulting increased value of property by preserving natural resource values and by

132 avoiding or mitigating for all such parcels the significant expense that would result from  
133 new limitations on permits to use or develop lands that might be imposed by federal  
134 regulatory agencies to preserve or restore native fish and wildlife habitat in the absence of  
135 satisfactory resource programs and projects funded by the district special assessment.

136 P. In making its findings as required by RCW 89.08.400 to determine whether  
137 the public interest will be served by the imposition of the special assessment and whether  
138 the special assessments to be imposed on any land will not exceed the special benefit that  
139 the land receives or will receive, the King County council has performed a consistent, due  
140 diligence review of each of the apportioned conservation activities proposed to be funded  
141 by the special assessment including WRIA-based conservation programs, local  
142 government conservation initiatives, and the conservation programs conducted directly  
143 by the King Conservation District.

144 The public interest is served by imposition of the special assessment and the  
145 special benefit provided to each parcel is equal to or greater than the per parcel  
146 assessment, as set forth below:

147 1. WRIA-based conservation programs provide a special benefit equal to or  
148 greater than the per parcel cost to property owners, and the public interest is served by the  
149 continued rigorous scientific review and implementation of the WRIA 7, WRIA 8 and  
150 WRIA 9 Chinook Salmon Conservation Plans performed by more than fifty local  
151 jurisdictions since 1999 to identify specific watershed conservation programs and  
152 projects;

153 2. The local jurisdiction grant program provides a special benefit equal to or  
154 greater than the per parcel cost to property owners through conservation activities funded

155 in local jurisdictions within the district, and the public interest is served through these  
156 grant program activities which have sufficient safeguards, project eligibility standards  
157 and grant administration oversight to ensure expenditure consistent with RCW chapter  
158 89.08; and

159 3. Programs directly provided by the King Conservation District and specified  
160 in the final King Conservation District work plan for 2006, to be approved by King  
161 County and the King Conservation District, will provide a special benefit through  
162 conservation activities by the district equal to or greater than the two dollars per parcel  
163 cost to property owners and the public interest is served by such programs.

164 Q. For the purposes set forth in chapter 89.08 RCW, the public interest is served  
165 by the imposition of the special assessment for the conservation district, and all lands  
166 within the boundaries of the King Conservation District, with forestlands and properties  
167 owned by the federal government being exempted from charge, have derived and will  
168 continue to derive a benefit from the natural resource conservation projects and programs  
169 equal to or exceeding the ten dollars per parcel assessment. The assessment of ten dollars  
170 per parcel and zero dollars per acre is reasonably calculated to fund the activities that  
171 shall continue to specially benefit these lands, and these rate amounts do not exceed the  
172 special benefits that such parcels receive or will receive from these activities.

173 R. The King County council has carefully weighed the recommendations of the  
174 King Conservation District and the testimony generated in the district's public hearing  
175 process. The district's written record included sixty public comments, with nineteen  
176 residents in opposition to the special assessment and forty-one in support of an increased  
177 assessment in 2006. The cities of Bellevue, Renton, Tukwila, Redmond, North Bend,



178 Duvall and Snoqualmie – representing over sixty-nine thousand five hundred property  
179 parcels - submitted letters in support of a special assessment of ten dollars per parcel per  
180 year and recommended that six dollars of the assessment be allocated to WRIA projects  
181 to best serve the public interest and greatest benefit to residents of those jurisdictions.

182 SECTION 2. A natural resource conservation special assessment for the King  
183 Conservation District of ten dollars per parcel on all property within the district, other  
184 than lands assessed as forestland or owned by the federal government, is hereby imposed  
185 for collection in 2006. The use of revenues from this assessment is subject to the terms  
186 of the interlocal agreement between the King Conservation District and King County,  
187 Attachment A to this ordinance, which may be amended from time to time.

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

191 SECTION 4. A. The district shall distribute a total of six dollars per assessed  
192 parcel within the respective boundaries of WRIA 8 and 9 and the King County portion of  
193 WRIA 7. Distribution of the six-dollars-per-parcel assessment shall be based on the  
194 watershed-based approach to natural resource conservation as reflected in Motion 11077,  
195 with revenues equitably divided among the structured watershed forums established in  
196 King County based on the interlocal agreements governing these forums. The  
197 distribution shall allocate two-fifths to the WRIA 8 forum, two-fifths to the WRIA 9  
198 forum and one-fifth to the Snoqualmie Watershed forum, the King County portion of  
199 WRIA 7.

200 B. The WRIA forums 8 and 9, and the King County portion of WRIA 7, the  
201 Snoqualmie Watershed forum, will utilize the funds distributed to them for habitat  
202 restoration and protection and conservation purposes. The distributed funds must be  
203 spent for activities and programs that are: 1. within the boundaries of the King  
204 Conservation District; 2. consistent with the purposes of the district as established in  
205 chapter 89.08 RCW; and 3. consistent with regional funding principles approved by the  
206 regional water quality committee in regional water quality committee Motions 95-05 and  
207 97-646.

208 C. The district shall provide on or before June 30 and December 31 of each year  
209 status reports to the clerk of the King County council describing the distribution of these  
210 funds to the WRIA forums and the activities and capital projects funded with this portion  
211 of the assessment. The status report shall be filed with the clerk of the council for  
212 distribution to the chair of the natural resources and utilities committee, or its successor  
213 committee, to each councilmember and to the lead staff for the natural resources and  
214 utilities committee, or its successor committee.

215 SECTION 5. The district shall distribute a total of two dollars per parcel of the  
216 assessment to the county and each city or town in the district from which the funds are  
217 collected, to be used for natural resources protection activities consistent with the  
218 purposes of the district as established in chapter 89.08 RCW. The county and cities  
219 within the district may choose to receive this distribution in cash or contract with the  
220 district for services equal to the value of the distribution.

221            SECTION 6. A total of two dollars per parcel of the assessment shall be  
222 distributed to the district. The two-dollars-per-parcel assessment shall be used for  
223 implementation of the district's work plan as approved by the King County council.

224            SECTION 7. A. By December 31, 2005, the executive shall file with the clerk of  
225 the council a written certification as to whether the district has adopted a work plan for  
226 2006 that implements the assessment distribution amounts set forth in Sections 4, 5 and 6  
227 of this ordinance. If the executive either fails to file a certification by such date or  
228 certifies that the adopted district work plan does not implement that distribution, the  
229 special assessment shall not be imposed and shall not be collected in 2006.

230            B. The district shall provide status reports outlining specific performance  
231 measures for implementing work program activities to the King County council no later  
232 than June 30 and December 31 of each year. The status report shall be filed with the  
233 clerk of the council for distribution to the chair of the natural resources and utilities  
234 committee, or its successor committee, to each councilmember and to the lead staff for  
235 the natural resources and utilities committee, or its successor committee. The status  
236 reports shall describe progress achieved towards work plan goals in terms of performance  
237 measures and report any barriers towards achieving work plan goals. Specifically, the  
238 reports should address the completion of farm plans, dairy nutrient management  
239 planning, landowner conservation services and administration and finance operations of  
240 the district.

241            SECTION 8. The King County treasurer is authorized to collect and retain a one  
242 percent collection fee and the district is authorized to retain a one percent fiscal  
243 administration fee from all revenues derived from the special assessment authorized by

244 this ordinance. The district fiscal administration fee shall be used to cover administrative  
245 expenses, including costs associated with providing proper and prudent financial  
246 oversight of all assessment collections remitted to the district, and for all contracts and  
247 grants administered by the district as stipulated by state of Washington auditing practices  
248 and regulations.

249         SECTION 9. Pursuant to RCW 89.08.400(2), the King Conservation District  
250 special assessments may be revised by the King County board of appeals with respect to  
251 individual parcels. Appeals of the special assessment for the King Conservation District  
252 must be filed with the King County board of appeals in a manner prescribed by the board  
253 on or before March 30, 2006. The board of appeals shall hold a public hearing to consider  
254 objections to the special assessment for the King Conservation District, act as a board of  
255 equalization and make any adjustments to the special assessment. The board may make  
256 reductions in assessments for properties which meet the exemption criteria established in  
257 RCW 89.08.400 or other reasonable grounds consistent with chapter 89.08 RCW.

258         SECTION 10. The public interest is served by the authorization of the King  
259 Conservation District special assessment consistent with the increase in assessment  
260 authority recently enacted by the state of Washington. The special assessments to be  
261 imposed on any land is less than or equal to the special benefit that each parcel receives  
262 or will receive from the natural resource conservation activities funded by the  
263 assessment.

264         SECTION 11. All provisions of this ordinance are necessary to accomplish the  
265 intent of the council in imposing the natural resource special assessment for 2006 and are  
266 not severable from each other. If any provision of this ordinance is declared by a final

**Ordinance 15332**

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267 court order to be invalid, all provisions of this ordinance shall be deemed to be of no  
268 force or effect and the natural resource assessment authorized herein shall not be  
269 collected, or if collected shall be refunded.  
270

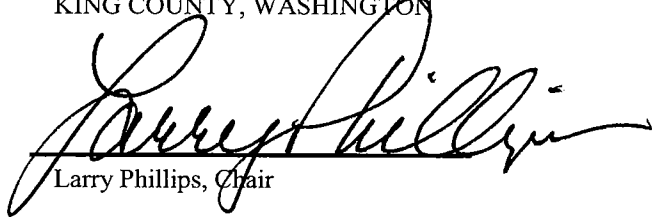
Ordinance 15332 was introduced on 10/31/2005 and passed as amended by the Metropolitan King County Council on 11/21/2005, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons, Ms. Patterson and Mr. Constantine

No: 0

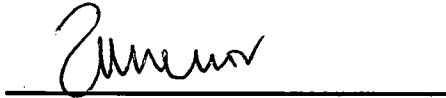
Excused: 1 - Mr. Pelz

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



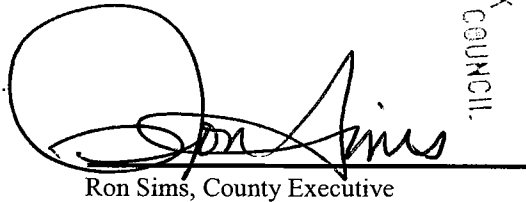
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of December, 2005.



Ron Sims, County Executive

RECEIVED  
2005 DEC -2 PM 2:16  
CLERK  
KING COUNTY COUNCIL

**Attachments**      A. Agreement

1 **AGREEMENT**

2 Pursuant to RCW 39.34 and RCW 89.08, this agreement (the "Agreement") is hereby entered  
3 into by and between King county, Washington (hereinafter known as "the County"), and the  
4 King conservation District, a governmental subdivision of the state of Washington organized  
5 under RCW 89.03 (hereinafter known as "the District").

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

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

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

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

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

19 WHEREAS, the County's Sensitive Areas ordinance assigns certain Responsibilities  
20 to the District to help farmers bring their farming practices into compliance with water  
21 quality standards and the County's zoning Code is likely to assign similar responsibilities to  
22 the district; and

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

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

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

32 WHEREAS, the County and the District wish to work cooperatively to improve the  
33 quality of water in the County and to assist landowners to comply with laws and regulations  
34 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.

180

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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