



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 17, 2009

Ordinance 16703

Proposed No. 2009-0590.2

Sponsors Constantine

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 nine dollars and
5 ninety-eight cents per parcel plus one-cent per parcel for
6 parcels between one and five acres or two cents per parcel
7 for parcels greater than five acres, for the years 2010
8 through 2012, and authorizing the executive to enter into an
9 interlocal agreement between King County and the King
10 Conservation District.

11

12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. Findings:

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

18 B. RCW 89.08.400 authorizes special assessments for conservation districts for
19 activities and programs to conserve natural resources to be imposed by the legislative
20 authority of the county in which the conservation district is located.

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

36 D. The declaration of legislative intent in establishment of conservation districts
37 in RCW 89.08.010 is incorporated in this ordinance, notably the Legislature's
38 acknowledgement that "there is a pressing need for the conservation of renewable
39 resources in all areas of the state, whether urban, suburban, or rural, and that the benefits
40 of resource practices, programs, and projects, as carried out by the state conservation

41 commission and by the conservation districts, should be available to all such areas;
42 therefore, it is hereby declared to be the policy of the legislature to provide for the
43 conservation of the renewable resources of this state, and for the control and prevention
44 of soil erosion, and for the prevention of flood water and sediment damages, and for
45 furthering agricultural and nonagricultural phases of conservation, development,
46 utilization, and disposal of water, and thereby to preserve natural resources, control
47 floods, prevent impairment of dams and reservoirs, assist in maintaining the navigability
48 of rivers and harbors, preserve wildlife, protect the tax base, protect public lands, and
49 protect and promote the health, safety, and general welfare of the people of this state."

50 E. In accordance with RCW 89.08.400, any system of special assessments for the
51 conservation district shall not apply in cities that are outside of the boundaries of the
52 district, though such cities may be located within King County and may receive a smaller
53 indirect benefit from the activities of the district and its citizens do not have direct access
54 to conservation services provided as a result of this assessment.

55 F. The King County council has responsibilities under chapter 89.08 RCW to
56 approve a system of assessments, where those assessments, in the judgment of the
57 council, do not exceed the benefit received by the land from the activities of the district,
58 and where the public interest is served by the imposition of the assessment.

59 G. The county and the King Conservation District each have an interest in acting
60 to preserve the natural resources of the region, and have numerous cooperative services
61 and programs intended to support that purpose.

62 H. The King Conservation District under chapter RCW 89.08.070(8) is
63 authorized to plan and administer activities that affect the conservation of renewable

64 natural resources, and to work in coordination with local agencies to avoid duplication of
65 effort.

66 I. The King Conservation District under chapter RCW 89.08.220(1) is authorized
67 to engage in investigation and research that relates to the conservation of renewable
68 natural resources provided that, in order to avoid duplication of research activities, any
69 such research is done in cooperation with other governments and agencies of the state and
70 the United States.

71 J. The county and the King Conservation District are authorized under chapter
72 39.34 RCW, the Interlocal Cooperation Act, and RCW 89.08.341 to enter into
73 cooperative interlocal agreements for the purpose of engaging in cooperative efforts to
74 promote, facilitate and undertake programs and activities relating to the conservation of
75 natural resources and to keep, according to RCW 89.08.341, "...local agencies fully
76 informed concerning the status and progress of the preparation of their resource
77 conservation programs and plans."

78 K. The county and the King Conservation District have historically expressed
79 their cooperative relationship through use of these interlocal agreements which have
80 described the processes and mechanisms by which they were to carry out their respective
81 roles.

82 L. The county and the King Conservation District continue to share a mutual goal
83 of providing a stable and predictable source of funding for the district's conservation
84 programs and for the district's support of water quality and habitat protection grant
85 programs to support the water resource inventory area and watershed forums'
86 implementation of salmon habitat recovery plans in King County, and local jurisdictions'

87 natural resource conservation programs and activities, so that the district, the county and
88 member jurisdictions, the watershed forums and other stakeholders can implement long-
89 range plans for natural resource conservation. The attached interlocal agreement
90 provides for such stability and predictability as to funding needs.

91 M. The attached interlocal agreement also provides a framework for the county
92 and the King Conservation District to continue to cooperatively undertake and fund
93 natural resource conservation programs, projects and activities that are consistent with
94 and reflective of the priorities that each attaches to these important endeavors.

95 N. On July 27, 2009, the King Conservation District board of supervisors adopted
96 Resolution 2000-0005 proposing a five-year system of assessments from 2010 through
97 2014 of nine dollars and ninety-eight cents per parcel on all King County parcels except
98 those classified forestry; the proposed conservation assessment also includes a zero
99 dollars per parcel annual rate for parcels less than one acre, a one cent per parcel annual
100 rate for parcels between one and five acres and a two cents per parcel annual rate for
101 parcels greater than five acres. The King Conservation District filed the proposed system
102 of assessments with the King County council on July 31, 2009.

103 O. For the purposes set forth in chapter 89.08 RCW, the public interest is served
104 by the imposition of a special assessment for the conservation district in accordance with
105 this ordinance, and all lands within the boundaries of the King Conservation District,
106 with forestlands, parcels owned by the federal government and parcels owned by
107 federally recognized tribes or members of such tribes that are located within the historical
108 boundaries of a reservation being exempted from charge, have derived and will continue
109 to derive a benefit from the natural resource conservation projects and programs equal to

110 or exceeding the ten dollars per parcel assessment. Except for the parcels exempted
111 herein, the assessment of nine dollars and ninety-eight cents per parcel on all King
112 County parcels, also including a zero dollars per parcel annual rate for parcels less than
113 one acre, a one cent per parcel annual rate for parcels between one and five acres and a
114 two cents per parcel annual rate for parcels greater than five acres, is reasonably
115 calculated to fund and provide public access to conservation activities that shall continue
116 to specially benefit these lands, and these rate amounts do not exceed the special benefits
117 that such lands receive or will receive from these activities. The conservation activities
118 funded herein consist of those projects, programs and activities that are more fully
119 described in Attachment A to this ordinance, the proposed interlocal agreement between
120 King County and the King Conservation District, which agreement provides for
121 cooperative efforts on the part of King County and the King Conservation District to fund
122 the priorities provided for in the agreement and to promote the purposes of RCW
123 89.08.010 as described in subsection D. of this section to improve the quality of water
124 and the conservation of natural resources in King County and to assist landowners in
125 King County to comply with laws and regulations that protect the quality of the County's
126 water and natural resources.

127 P. On November 16, 2009, the King County council held a public hearing on the
128 proposed King Conservation District assessment. At the hearing, the council heard
129 testimony that the public interest would be best served by imposing the King
130 Conservation District proposed system of assessments for a three year period, in
131 accordance with the terms of the interlocal agreement.

132 Q. The proposed interlocal agreement between the King Conservation District
133 and King County specifies the use of special assessment expenditures for identified
134 natural resource conservation programs and activities. These programs and activities
135 identified in the interlocal agreement serve the public interest. The special assessments to
136 be imposed on any land will not exceed the special benefit that the land receives or will
137 receive from these programs and activities. Programs and activities provided with
138 assessment revenues as allocated in the proposed interlocal agreement satisfy the
139 requirements of RCW 89.08.400 for each of the three years of the assessment.

140 SECTION 2. A natural resource conservation special assessment for the King
141 Conservation District of nine dollars and ninety-eight cents per parcel on all property
142 within the district plus an additional zero dollars per parcel annual rate for parcels less
143 than one acre, a one cent per parcel annual rate for parcels between one and five acres
144 and a two cents per parcel annual rate for parcels greater than five acres, is hereby
145 imposed for collection effective January 1, 2010, through December 31, 2012, with the
146 following lands exempted from such charges: lands assessed as forestland; parcels
147 owned by the federal government; and parcels owned by federally recognized tribes or
148 members of such tribes that are located within the historical boundaries of a reservation.

149 The use of revenues from this assessment is subject to the terms of the interlocal
150 agreement between the King Conservation District and King County, Attachment A to
151 this ordinance, which may be amended. This assessment for any year may be modified
152 or repealed by ordinance on or before December 31 of the preceding year.

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

156 SECTION 4. In accordance with RCW 89.08.400(2), the King Conservation
157 District special assessments may be revised by the King County board of appeals with
158 respect to individual parcels. Appeals of the special assessment for the King
159 Conservation District must be filed with the King County board of appeals in a manner
160 prescribed by the board on or before March 30, 2007, for the 2007 assessment, and by
161 March 30 of each ensuing calendar year for that year's assessment. The board of appeals
162 shall hold a public hearing to consider objections to the special assessment for the King
163 Conservation District, act as a board of equalization and make any adjustments to the
164 special assessment. The board may make reductions in assessments for properties which
165 meet the exemption criteria established in RCW 89.08.400 or other reasonable grounds
166 consistent with chapter 89.08 RCW.

167 SECTION 5. The King County executive is hereby authorized to enter into an
168 interlocal agreement with the King Conservation District, substantially in the form of
169 Attachment A to this ordinance, that establishes the roles and responsibilities of the
170 county and the King Conservation District in cooperatively undertaking natural resource
171 conservation programs, projects and activities under funding obtained through a system
172 of special assessments.

173 SECTION 6. By December 15, 2009, the executive shall file with the clerk of the
174 council a fully executed original of the interlocal agreement, substantially in the same
175 form as Attachment A to this ordinance. If the executive fails to timely file the original

176 of the fully executed interlocal agreement, this ordinance shall not take effect and the
177 special assessment provided for in this ordinance shall not be imposed or collected. In
178 the event that either party to the interlocal agreement terminates the agreement, the
179 special assessment provided for in this ordinance shall be rescinded for the year or years
180 following the termination.

181 SECTION 7. All provisions of this ordinance are necessary to accomplish the
182 intent of the council in imposing the natural resource special assessment for the duration
183 of the assessment from January 1, 2010, through December 31, 2012, and are not
184 severable from each other. If any provision of this ordinance is declared by a final court
185 order to be invalid, all provisions of this ordinance shall be deemed to be of no force or
186

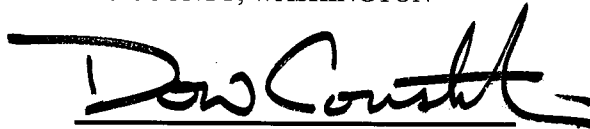
187 effect and the natural resource assessment authorized herein shall not be collected, or if
188 collected shall be refunded by the King Conservation District.

189

Ordinance 16703 was introduced on 10/19/2009 and passed as amended by the Metropolitan King County Council on 11/16/2009, by the following vote:

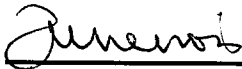
Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Dow Constantine, Chair

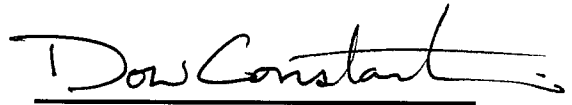
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2009 DEC - 1 AM 11:16
KING COUNTY COUNCIL
CLERK

APPROVED this 30th day of NOVEMBER, 2009.



Kurt Triplett, County Executive

Attachments A. Interlocal Agreement Between King County and the King Conservation District Relating to Natural Resource Conservation, dated November 16, 2009

40 critical area standards and to assist farmers in developing farm plans that promote flexibility
41 for water way buffer areas, and soil and water resource conservation practices; and

42 WHEREAS, the County has a variety of programs and regulations that relate to farm
43 practices and the preservation of natural resources that are best implemented in cooperation
44 and coordination with the District; and

45 WHEREAS, the District is authorized to conduct surveys, investigations and research
46 that relate to the conservation of renewable natural resources and the preventative and control
47 measures and works of improvement, provided that, in order to avoid duplication of research
48 activities, any such research shall be done in cooperation with other governments and
49 agencies of the state and the United States; and

50 WHEREAS, municipal and county governments and other stakeholders have invested
51 major efforts in completing salmon habitat conservation plans through the mechanism of
52 Water Resource Inventory Area (WRIA) planning processes authorized by the Washington
53 Salmon Recovery Act, Chapter 77.85 RCW, and these planning processes have been
54 coordinated by the WRIA 8 Forum, the WRIA 9 Forum, and the Snoqualmie Watershed
55 Forum, which are composed of local jurisdictions and stakeholders that have joined
56 themselves under interlocal agreements to promote salmon recovery in the WRIA 8 and 9
57 and Snoqualmie watershed areas; and

58 WHEREAS, the District has been instrumental in the development of the WRIA 8,
59 WRIA 9 and the Snoqualmie Watershed salmon habitat conservation plans by providing on
60 an annual basis critical funding resources to the forums through a grants program that has
61 helped the member jurisdictions successfully complete such plans and implement early
62 actions and projects that were consistent with the developing plans; and

63 WHEREAS, the member jurisdictions of each of the forums have approved the
64 salmon habitat conservation plans and now seek continued assistance from the District so as
65 to further implement the activities and projects recommended by the approved plans in order
66 to promote the recovery of salmon in the Puget Sound region; and

67 WHEREAS, the County, both in its capacity as a member jurisdiction within each
68 forum, and as service provider to each of the three forums, supports the implementation of
69 the approved plans and supports the District's continued involvement in providing
70 financial assistance to the forums so as to bring about the successful implementation of the
71 plans; and

72
73 WHEREAS, a key component of the WRIA watershed plans is a focus on
74 programmatic efforts working with private landowners on a voluntary basis to educate and
75 support the voluntary implementation of Best Management Practices (BMPs) on private
76 lands; and

77 WHEREAS, such programmatic efforts are known to be critical to the success of
78 natural resource conservation programs and are congruent with the District's mission and
79 statutory mandate; and

80 WHEREAS, the County and the District continue to share a mutual goal of providing
81 a stable and predictable source of funding for the District's conservation programs and for the
82 District's support of water quality and habitat protection grant programs to support the water
83 resource inventory area and watershed forums' implementation of salmon habitat recovery
84 plans in King County, and member jurisdictions' natural resource conservation programs and
85 activities that are consistent with the District's statutory purposes, so that the District, the
86 County, and member jurisdictions, the watershed forums and other stakeholders can
87 implement long-range plans for natural resource conservation; and

88 WHEREAS, pursuant to RCW 89.08.400 the County has been given the authority to
89 impose special assessments on lands within the District for a period or periods each not to
90 exceed ten years in duration to fund the District's conservation programs and activities; and

91 WHEREAS, pursuant to RCW 89.08.400 the District is required on or before the first
92 day of August in the year prior to which the District is proposing that a special assessment be
93 imposed to file with the County a proposed system of assessments, indicating the years
94 during which the District proposes that a special assessment be imposed, along with a
95 proposed budget for the District's Program of Work for the succeeding year; and

96 WHEREAS, in order for the County to adopt a system of assessments under RCW
97 89.08.400 for the benefit of the District's conservation programs and activities, the County
98 must find that the public interest will be served by the imposition of the special assessments
99 and that the special assessments to be imposed on any land will not exceed the special benefit
100 that the land receives or will receive from the District's programs and activities; and

101 WHEREAS, the County and the District desire to work cooperatively on natural
102 resource conservation efforts, including projects and activities to conserve soils and to
103 improve the quality of water in the County and to assist landowners in King County to
104 comply with laws and regulations that protect the quality of the County's water, which
105 activities have been declared to be of a special benefit to lands pursuant to RCW
106 89.08.400(1); and

107 WHEREAS, the District has a responsibility to keep local agencies fully informed
108 about the status and progress of their resource conservation programs and plans pursuant to
109 RCW 89.08.341; and

110
111 WHEREAS, the District acknowledges the County's responsibility to review annually
112 the Programs of Work approved by the District to ensure that the conservation programs and
113 activities to be funded by the special assessments satisfy the public interest requirement and
114 to confirm that the amount of special assessments imposed on any lands does not exceed the
115 special benefits to lands derived from the District's conservation programs and activities; and

116 WHEREAS, the County acknowledges that the District has historically prepared its
117 Programs of Work and associated budgets on an annual basis and that the District needs to
118 retain the right to prepare annually its Programs of Work and associated budgets so that they
119 may be based on current information and circumstances and, further, so that the District can
120 maintain some flexibility to address new or emerging conservation needs and requirements
121 which may vary from year to year and which may impact the District's Programs of Work
122 and associated budgets; and

123 WHEREAS, the County and the District share a mutual goal of providing a stable and
124 predictable source of funding for the District's conservation programs and activities so that
125 the District, the County, member jurisdictions, and other stakeholders who receive grants
126 from the District can develop and implement long range plans for natural resource
127 conservation activities which are congruent with the District's mission and statutory
128 mandate.

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

131 I. PURPOSE OF THE AGREEMENT:

132 A. The recitals set forth above are incorporated herein by this reference.

133 B. The purpose of this Agreement is to establish and define the terms and conditions
134 for the cooperative efforts to be undertaken by the County and the District to promote,
135 facilitate and undertake certain conservation programs and activities to be funded, in whole
136 or in part, by the District's special assessment funds imposed under RCW 89.08.400. The
137 terms of this Agreement do not govern or restrict the District in any manner relating to funds
138 that the District may receive from sources other than the special assessments funds imposed
139 by the County pursuant to RCW 89.08.400.

140 II. DEFINITIONS:

141 A. "Program of Work" means a detailed statement or description of the conservation
142 programs and activities to be undertaken by the District for a particular calendar year using
143 special assessment funds authorized and imposed by the County for the benefit of the District
144 pursuant to RCW 89.08.400. A Program of Work will include a budget, broken out by major
145 activities, identifying the anticipated expenditure of the special assessment funds for the
146 District's conservation programs and activities described in the Program of Work. A Program
147 of Work for each of the years subject to this Agreement shall be submitted to the King
148 County Council by the District on or before August 1 of each year for the following year's
149 activities and programs.

150 B. "Advisory Committee" means a committee consisting of representatives of the
151 District and key stakeholder groups, including representatives of the County, member
152 jurisdictions, WRIA watershed forums and other interested parties, that will review and make
153 recommendations to the Board of Supervisors on the District's Program of Work and the

154 associated annual budget during the term of the assessment. The purpose of the Advisory
155 Committee will be to foster a greater understanding of the programs and services provided by
156 the District, and to identify conservation programs that may be undertaken by the District
157 through the use of assessment funds. The District shall constitute the Advisory Committee in
158 a manner that reflects the District's commitment to the private landowner and to
159 programmatic efforts, while including financial and scientific expertise from the County and
160 balanced representation from the District, member jurisdictions and the three WRIA
161 watershed forums. The District will solicit input from the County as to the County's
162 recommendations relating to which participants the County believes would be appropriate to
163 include on the Advisory Committee. The committee shall meet quarterly or more often as
164 deemed necessary and appropriate by the District. The committee will review and provide
165 recommendations to the District regarding the protocols and procedures for applying for and
166 receiving WRIA grants and member jurisdiction grants. The committee is an advisory body
167 with the power to make recommendations to the District; however, such recommendations
168 are not binding on the District. Participants on the Advisory Committee are expected to
169 regularly participate in Advisory Committee meetings and associated activities. The
170 District's Board in consultation with the committee shall adopt by-laws governing the
171 membership, meetings and operating procedures of the committee.

172 C. "Assessment Appropriation Budget" means a budget that describes the District's
173 programs and activities for a calendar year that are to be funded by assessment funds subject
174 to this Agreement which budget includes the amounts to be expended for each program or
175 activity for a particular year. The District's Assessment Appropriation Budget for 2010 was
176 previously provided to the County on July 31, 2009 and is incorporated herein by this
177 reference and is subject to the modifications provided for herein. Proposed Assessment
178 Appropriation Budgets for 2011 and 2012 will be provided to the County by the District with
179 the District's Program of Work on or before August 1 of each year prior to the period of the
180 assessment, and shall be finally adopted by the District no later than December 1 of each year
181 prior to the period of assessment. A copy of the finally adopted Program of Work and
182 Assessment Appropriation Budget shall upon adoption be transmitted to the King County
183 Council.

184 D. "Grant Fund Appropriation Commitment" means a financial commitment by the
185 District to fund the District's grant programs at specific appropriation levels throughout the
186 term of this Agreement. The Grant Fund Appropriation Commitment includes an agreement
187 that provides for the District's recovery of direct and indirect overhead expenses which the
188 County and the District acknowledge are appropriate to allocate to, and recover from, the
189 funds appropriated to the WRIA grant and member jurisdiction grant programs.

190 III. RESPONSIBILITIES OF THE PARTIES:

191 A. THE DISTRICT

192 1. Cooperation with the County: The District agrees that it will cooperate with the
193 County by performing certain services or responsibilities that (a) have been properly defined
194 and formally accepted by the District, (b) are consistent with the requirements of Chapter

195 89.08 RCW, and (c) are adequately funded through special assessment funds designated for
196 such activities and approved by the District, or through other funding sources provided by the
197 County or third parties. The District agrees that these three standards set forth in (a), (b), and
198 (c) above are met for the services described in subsections (a) through (e) below, and agrees
199 to provide such services consistent with past practice and at historical levels. The District
200 further agrees that the provision of such services shall include:

201 a. Working with the County in performing specific natural resource
202 conservation functions as identified in the King County Code Titles 2, 9, 16 and 21A,
203 including continuation of collaborative work with King County and rural property owners for
204 natural resource conservation, landowner assistance and farm planning, particularly as
205 provided for in Title 21A and in accordance with past practices and historical levels for
206 farm plans. For the purposes of this subsection, "historical levels" shall mean the total
207 number of farm plans completed over the past 10 years divided by the number 10. The
208 District and the County agree to discuss additional funding sources for the District to
209 complete farm plans in the event that the requests for farm plans exceeds the historical
210 levels by 10% or more for the year. The District shall not be required to prepare farm
211 plans that are above historical levels without receiving additional funding for that
212 purpose from sources other than the assessments provided for herein.

213 b. Responding to citizen requests for natural resource conservation assistance
214 from landowners within District boundaries.

215 c. Convening the Advisory Committee on at least a quarterly basis to assist
216 the District in the development of its annual Program of Work and to facilitate the purposes
217 of the Advisory Committee, including but not limited to recommending to the District Board
218 of Supervisors consistent guidelines for grant awards for programs and services funded by
219 conservation assessment funds and for use of such funds in support of the District's grant
220 programs.

221 d. Providing annual reports, at the time of submittal of the annual Program of
222 Work, to the King County Council and Executive detailing work completed the prior year.

223 e. Administering grant programs with the WRIA forums and the member
224 jurisdictions, as provided for herein, in an efficient and timely manner.

225 2. Other District Services: The District agrees to make a good faith effort to assist
226 agencies of the County where the District's expertise may be of use in performing other
227 conservation programs or activities of public interest such as the Agricultural Commission,
228 farmland preservation, water quality cost-share, agriculture economic development policy,
229 small farm support, and general farm marketing support, including but not limited to Puget
230 Sound Fresh, to the extent such programs and activities are consistent with Chapter 89.08
231 RCW and as District staffing and resources allow.

232 3. Proposed System of Assessments, Programs of Work, and Assessment
233 Appropriation Budgets: In accordance with RCW 89.08.400, the District has previously

234 submitted to the County on July 31, 2009, its proposed system of assessments and its
235 Assessment Appropriation Plan for 2010-2014, together with an Assessment Appropriation
236 Budget for 2010. In executing this Agreement, the District agrees that its Programs of Work
237 during the term of this Agreement and its Assessment Appropriation Budgets for 2010-2012
238 shall provide for and fund the District's grant programs in a manner that is consistent with
239 the Grant Fund Appropriation Commitment attached hereto as **Attachment A**, which is
240 incorporated herein by this reference. The District agrees that its Assessment Appropriation
241 Budget for 2010 shall be formally amended and submitted to the County for review by
242 December 1, 2009.

243 The District agrees that it will spend funds collected through the special assessment
244 imposed by the County in a manner which is consistent with its finally adopted Programs of
245 Work and Assessment Appropriation Budgets as finally submitted to the County and that no
246 such funds will be spent for activities that are not specified in the annual Programs of
247 Work and Assessment Appropriation Budgets.

248 4. WRIA Grant Program: During the term of this Agreement, the District will fund and
249 administer a grant program in partnership with the three King County WRIA watershed
250 forums identified as follows: the Snoqualmie Watershed Forum, the WRIA 8 Salmon
251 Recovery Council, and the WRIA 9 Watershed Forum, in accordance with the attached Grant
252 Fund Appropriation Commitment. The grant program will fund projects and programs as
253 provided for and in accordance with the priorities in the WRIA-based Salmon Recovery
254 Plans approved by the forum member jurisdictions as recommended to the District by each of
255 the forums. In addition, the District will work with the WRIA watershed forums to identify,
256 implement and fund landowner incentive programs which are consistent with the WRIA-
257 based Salmon Recovery Plans. The District will work with the WRIA watershed forums in
258 order to ensure that WRIA grant applications submitted to the District for consideration are
259 consistent with the District's grant policies and procedures and the requirements of Chapter
260 89.08 RCW. Applications for WRIA grants shall be submitted in accordance with the grant
261 policies and procedures adopted by the District.

262 5. Member Jurisdiction Grant Program: During the term of this Agreement, the
263 District will fund and administer a grant program in partnership with member jurisdictions in
264 accordance with the attached Grant Funding Appropriation Commitment. The grant program
265 will fund projects and programs within a given jurisdiction upon an application being
266 submitted by the local jurisdiction to the District for District review and approval on the basis
267 of consistency with the District's statutory purposes. Member jurisdiction grants shall be
268 submitted in accordance with the grant policies and procedures adopted by the District. Each
269 jurisdiction is to receive grant funds on the basis of the number of parcels assessed within
270 that jurisdiction. In the event that a jurisdiction has not used funds allocated from the District
271 assessment within five years following the date of the assessment, after 180-days' prior
272 written notice from District to the jurisdiction, the District may reallocate the unused funds
273 to other District programs. In the interests of efficiency and obtaining the maximum
274 benefits from these grant funds, the District is willing to allow two or more local jurisdictions
275 to pool resources in any one year for projects consistent with the District's statutory purposes,
276 and to fund such projects on a rotating basis within the group of local jurisdictions so

277 pooling. The District will establish policies and procedures that provide for the pooling of
278 grant funds.

279 6. Other District Programs: The District will fund its remaining programs and
280 activities in accordance with the attached Grant Fund Appropriation Commitment and the
281 annual Programs of Work and Assessment Appropriation Budgets to be submitted to King
282 County.

283
284 7. Service to Incorporated Areas: The District's Programs of Work will include
285 services to be provided to incorporated areas within the County, for which the District may
286 enter into separate agreements with other local governments.

287 8. Annual Reports: The District shall provide annual reports including specific
288 performance measures for completed work program activities to the King County Council
289 and Executive at the time of submittal of the annual Work Program detailing work completed
290 the prior year. The annual report shall be filed with the clerk of the council for distribution to
291 the chair of the physical environment committee, or its successor committee, to the
292 Executive, to each councilmember and to the lead staff for the natural resources and utilities
293 committee, or its successor committee. The annual reports shall describe progress achieved
294 towards work plan goals in terms of performance measures and report any barriers towards
295 achieving work plan goals. Specifically, the reports should address the completion of farm
296 plans, dairy nutrient management planning, landowner conservation services and
297 administration and finance operations of the District.

298 B. THE COUNTY

299 1. Approval of Assessment: The County will consider a system of special
300 assessments for the District in accordance with the requirements of RCW 89.08.400, which
301 shall be effective for one or more years, up to a maximum duration of ten years, to fund the
302 District's conservation programs and activities described in the Programs of Work.

303 2. Review of Programs of Work and Assessment: The special assessment for the
304 remaining years beyond the first year of any multi-year special assessment imposed by the
305 County may be modified or repealed by the County in its sole discretion on or before January
306 1 of any year. Any assessment funds collected by or for the benefit of the District based on a
307 previously adopted system of assessment will be used by the District in accordance with the
308 previously submitted Programs of Work and annual Assessment Appropriations Budgets
309 submitted to support each such year's assessments.

310 3. Authorized Collection Fees: The King County Treasurer is authorized to deduct
311 one percent of the collected special assessments to cover the costs incurred by the County
312 Treasurer and County Assessor in spreading and collecting the special assessments;
313 provided, however, that any portion of such amount in excess of the actual costs of such
314 work shall be transferred to the District to be used at the discretion of the District.

315 4. Cooperation and Collaboration with the District: The County, working through the
316 Advisory Committee or at the invitation of the District, will assist the District in the

317 development and implementation of the Programs of Work. Any agency of the County that
318 has expertise, which may be of use to the District, will make a good faith effort to assist the
319 District, as requested and as resources allow. The Deputy County Executive shall constitute
320 the ongoing point of contact to promote communications with the District. The District and
321 the County will work to establish a process that will provide for communications and
322 discussions between the District Board of Supervisors and the County Council on a quarterly
323 basis. Further, the County and the District desire to work together in collaboration, and the
324 parties recognize that they each may have ongoing research programs, which may be of
325 benefit to each other. The District agrees, in order to avoid duplication of research activities,
326 that before undertaking any research project, it will consult with the County. In the event
327 that the research project is determined by the District and the County to be duplicative, then
328 it shall not be undertaken by the District through the use of assessment funds. If the parties
329 cannot agree on this issue, each shall appoint a representative and the two appointed
330 representatives shall jointly choose a third. The three individuals shall resolve the dispute by
331 majority vote and the decision of this group shall be final.

332 IV. MAINTENANCE OF RECORDS:

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

338 B. Records shall be maintained for a period of six (6) years after termination hereof
339 unless permission to destroy them is granted by the Office of the Archivist in accordance
340 with Chapter 40.14 RCW, or unless a longer retention period is required by law.

341 V. AUDITS AND EVALUATION:

342 A. To the extent permitted by law, the records and documents of the parties hereto
343 with respect to all matters covered by this Agreement shall be subject to inspection, review,
344 or audit by the other party during the performance of this Agreement and for six (6) years
345 after termination hereof.

346 B. The parties will cooperate with each other in order to review and evaluate the
347 procedures used to authorize the special assessments and the services provided under this
348 Agreement. The parties will make available to each other all information reasonably required
349 by any such review and evaluation process. Provided, however, each party may require the
350 other party to submit a formal request for information in accordance with applicable internal
351 policies or law.

352 VI. EFFECTIVENESS AND TERMINATION:

353 A. This Agreement shall become effective upon its signature by both the County and
354 the District, and shall terminate on December 31, 2012, unless it is terminated at an earlier
355 date pursuant to Section VI B. of this Agreement.

356 B. This Agreement also shall terminate if:

- 357 (1) The County, in its sole discretion, repeals the District's assessment, or
358 (2) The District requests that the County repeal its assessment.
359

360 Notwithstanding any of these actions, any assessment funds collected by or for the
361 benefit of the District based on a previously adopted system of assessment will be used by
362 the District in accordance with previously submitted Programs of Work.

363 VII. NONDISCRIMINATION:

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

370 VIII. INDEMNIFICATION:

371 Each party hereto agrees, as authorized by law, to indemnify and hold harmless the
372 other party, its elected officials, employees and agents, for all claims (including demands,
373 suits, penalties, liabilities, damages, costs, expenses or loss of any kind or nature whatsoever
374 arising from or out of this Agreement) to the extent such a claim arises or is caused by the
375 indemnifying party's own negligence or that of its elected officials, employees or agents, in
376 performance of this Agreement. The foregoing indemnity is specifically and expressly
377 intended to constitute a waiver of each party's immunity under Washington's Industrial
378 Insurance act, RCW Title 51, as respects the other party only, and only to the extent
379 necessary to provide the indemnified party with a full and complete indemnity of claims
380 made by the indemnitor's employees. The parties acknowledge that these provisions were
381 specifically negotiated and agreed upon by them.

382 IX. AMENDMENTS:

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

385 X. ENTIRE CONTRACT-WAIVER OF DEFAULT:

386 The parties hereto agree that this Agreement is a complete expression of the terms
387 hereto and any oral or written representations or understandings not incorporated herein are
388 excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent

389 default. Waiver of breach of any provision of this Agreement shall not be deemed to be a
390 waiver of any other or subsequent breach and shall not be construed to be a modification of
391 the terms of the Agreement unless stated to be such through written approval of the parties to
392 this Agreement. Each party shall carry out its duties under this Agreement in good faith and
393 in accordance with legal requirements.

394 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
395 _____ day of _____, 2009.

396 King Conservation District

King County

397

398

399

400

401 _____
Chair, Board of Supervisors

King County Executive

402

403

404 Approved as to Form:

Approved as to Form:

405

406

407

408

409 _____
District Legal Counsel

Deputy Prosecuting Attorney

410

Attachment A:**King Conservation District Assessment Funding Commitment**

For the time period January 1, 2010 to December 31, 2012; the King Conservation District will appropriate the following District Grant Programs with funding at the following minimum levels, subject to a reasonable administrative charge, as set forth herein.

The District's annual assessment appropriation plan for 2010, and any other relevant Board policies adopted in connection with the 2010 Proposed System of Assessments, filed with King County on July 31, 2009, will be amended to reflect these changes. In addition, the District's annual appropriations budget for 2011 and 2012 that will be submitted to King County shall be consistent with these agreed funding levels. The King Conservation District will provide King County with a copy of its proposed Annual Program of Work and Budget for 2010, 2011, and 2012 on or before August 1 of each year prior to the period of assessment, with funding levels consistent with this Attachment A. The finally adopted Annual Program of Work and Budget for each such year will be provided to King County by no later than December 1 of each year prior to the period of assessment, with funding levels consistent with this Attachment A.

KCD Grant Program	Grant Fund Appropriation
King CD – WRIA 7 Grant Program Snoqualmie Watershed Forum	\$ 600,000.00
King CD – WRIA 8 Grant Program Lake Washington – Cedar – Sammamish	\$1,200,000.00
King CD – WRIA 9 Grant Program Green-Duwamish-Central Puget Sound	\$1,200,000.00
Member Jurisdiction Grant Program	\$1,200,000.00
Total Annual Fund Appropriations:	\$4,200,000.00

These agreed upon committed funding levels set out in this Attachment A, depend upon consistent levels of funding of the total assessment, and the current composition of member jurisdictions, or significant number of parcels, within the District at the time of this Interlocal Agreement, and are subject to adjustment based on any reductions attributed to the withdrawal of any member jurisdictions.

These agreed upon funding levels do not affect any remaining assessment funds, which shall be spent in a manner consistent with the annual appropriations budgets submitted to King County.

A direct cost and overhead charge shall be charged against the WRIA 7, WRIA 8, WRIA 9, and Member Jurisdiction Grants Programs in a proportional manner, consistent with the formula agreed to by the

District and the County, such number shall be recalculated on an annual basis. In 2010, the amount for this direct cost and overhead charge is \$203,260.00.

The District and the County agree that the funding commitments set forth herein will be reviewed and amended, as necessary, in order to address (1) new statutory requirements that the District Board of Supervisors are subject to general election laws under Title 29 RCW which would result in significant election expenses being incurred by the District, or (2) new unfunded mandates or program requirements that are imposed by Federal, State, or local jurisdictions upon the District such that the District is able to demonstrate that the cost of fulfilling such mandates amount to ten percent (10%) or more of the total amount collected by the District for District programs, except for those amounts attributed to the WRIA and Member Jurisdiction Grant Programs.