INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE KING CONSERVATION DISTRICT
RELATING TO NATURAL RESOURCE CONSERVATION

THIS AGREEMENT is entered into by and between King County, a political subdivision of the State of Washington (hereinafter referred to as the “County”), and the King Conservation District, a governmental subdivision of the state of Washington organized under Chapter 89.08 RCW (hereinafter referred to as the “District” or as the “KCD”).

RECITALS

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) and RCW 89.08.341, the County and the District are authorized to enter into this Agreement for the purpose of engaging in cooperative efforts to promote, facilitate and undertake programs and activities relating to the conservation of natural resources; and

WHEREAS, the District was established in 1949 pursuant to Chapter 89.08 RCW with the purpose and authority to undertake programs and activities to protect and conserve natural resources throughout those portions of King County that are within the District; and

WHEREAS, since its inception the District has developed an expertise in the management of soil, water and natural resources to protect and conserve the environment and local economies and the District has earned a reputation among landowners as an organization that understands and appreciates their needs; and

WHEREAS, the District's relationship with the Natural Resources Conservation Service of the United States Department of Agriculture and other federal and state agencies strengthens its ability to preserve and protect natural resources in King County through access to federal and state funded programs; and

WHEREAS, the District is authorized to plan and administer activities that affect the best use and conservation of renewable natural resources in such areas as farming, forestry, watershed stabilization and prevention and reduction of erosion and stormwater, protection of fish and wildlife, prevention and reduction of pollution to surface waters and habitat restoration, and to work in coordination with local agencies to avoid duplication of effort; and

WHEREAS, the County has an interest in protecting the quality of its soils and water to enhance human health and the health of its watersheds including aquatic and riparian habitats, and is obligated under its National Pollution Discharge Elimination System permit to do so; and

WHEREAS, RCW 89.08.405 authorizes the County’s legislative authority to approve by resolution revenues to the District by fixing a system of rates and charges to fund District activities and programs to conserve natural resources, and thereby promote the public health, safety, and welfare of the people and their properties within the District; and
WHEREAS, the County's Zoning Code provides for King County landowners to work with the District to bring agricultural practices into compliance with water quality and critical area standards and to assist farmers in developing farm plans that promote flexibility for water way buffer areas, and soil and water resource conservation practices; and

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

WHEREAS, RCW 89.08.220(4) authorizes the District to cooperate and enter into agreements with, and within the limits of funding available to it, to furnish financial or other aid to any agency, government or otherwise, or any occupier of land within the District in the carrying on of preventative and control measures and works of improvement for the conservation of renewable natural resources within the District, subject to such conditions that the District's Board of Supervisors may deem necessary to advance the purposes of Chapter 89.08 RCW; and

WHEREAS, the District has helped to fund, on an annual basis, critical natural resource conservation programs and activities of the jurisdictions within the District ("Member Jurisdictions"); and

WHEREAS, the District works with private landowners on a voluntary basis to educate and support the voluntary implementation of Best Management Practices (BMPs) on private lands; and

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

WHEREAS, the County and the District continue to share a mutual goal of providing a stable and predictable source of funding for the District's conservation programs, and the Member Jurisdictions' natural resource conservation programs and activities that are consistent with the District's statutory purposes, so that the District, the County, Member Jurisdictions, and other stakeholders can implement long-range plans for natural resource conservation; and

WHEREAS, the interlocal agreement authorized by King County Ordinance 17474 provided for the creation of a multi-jurisdictional task force to investigate the availability of conservation and natural resource programs and services in King County; identify the needs within the county for such services and programs; and identify actual and prospective sources of funding to meet such needs; and

WHEREAS, on April 1, 2013, the County and the District, through a Memorandum of Agreement, agreed on a process and approach to implementing Ordinance 17474, and specified that by no later than December 31, 2013, the multi-jurisdictional task force would forward a common set of recommendations to the KCD Board of Supervisors and the King County Council; and
WHEREAS, the County and the District in 2013 acted as the co-convenors of a conservation panel charged with meeting the mandate of Ordinance 17474, comprised of local elected officials within the District (“Conservation Panel”); and

WHEREAS, the Conservation Panel was supported by a task force (“Task Force”) comprised of staff level representatives from all of the organizations represented on the Conservation Panel and landowner, non-profit, and other stakeholder representatives; and

WHEREAS, between April 8, 2013 and October 23, 2013, the Conservation Panel met four times and its Task Force eight times, including three joint meetings of both bodies; and

WHEREAS, on December 26, 2013, the KCD/King County Executive transmitted the final Conservation Panel/Task Force report and recommendations to the County Council; and

WHEREAS, a key recommendation in the report was that in January 2014 the KCD convene a reconstituted advisory committee to complete the tasks initiated as part of the 2013 Conservation Panel/Task Force process (“Advisory Committee”) and work with the Advisory Committee on a routine basis in arriving at an annual work program and budget; and

WHEREAS, the District did convene a reconstituted Advisory Committee, which first met on March 3, 2014; and

WHEREAS, the Advisory Committee determined that its first order of business would be to review the KCD proposed program of work for 2015 and the associated system of rates and charges necessary to implement the conservation programs and services; and

WHEREAS, the Advisory Committee met five times and an executive committee of the Advisory Committee met three times between March 3 and July 23, 2014, to evaluate and provide input on the KCD program of work for 2015 and system of rates and charges; and

WHEREAS on July 23, 2014, the Advisory Committee voted to support the KCD proposed Annual Program of Work and rates and charges, (as further defined herein); and

WHEREAS, on July 28, 2014, the KCD Board of Supervisors met and ratified the recommendation of the Advisory Committee, and transmitted the 2015 Annual Program of Work and Rates and Charges Budget, Exhibit A, and the proposed system of rates and charges to the County Executive and Council; and

WHEREAS, pursuant to RCW 89.08.405 the County has the authority to impose a system of rates and charges on lands within the District for up to ten years to fund the District’s conservation programs and activities; and

WHEREAS, pursuant to the requirements of RCW 89.08.400 and .405 the District has proposed a system of rates and charges to be imposed for a five year period and has filed a proposed Annual Program of Work and Rates and Charges Appropriations Budget with the County for fiscal year 2015; and
WHEREAS, pursuant to RCW 89.08.405, the District in proposing the system of rates and charges to the County, may consider: (a) services furnished, to be furnished, or available to the landowner; (b) benefits received, to be received, or available to the property; (c) the character and use of land; (d) the nonprofit public benefit status, as defined in RCW 24.03.490, of the land user; (e) the income level of persons served or provided benefits under this chapter, including senior citizens and disabled persons; or (f) any other matters that present a reasonable difference as a ground for distinction; and

WHEREAS, the system of rates and charges proposed by the District was developed following an extensive rate study for the District by FCS Group, an independent financial consulting firm that provides economic, public finance, management consulting and financial (rates, charges, and fees) services to public sector entities throughout the country, including city and county governments, utilities, municipal corporations and ports, special purpose districts and state agencies; and

WHEREAS, the FCS Group evaluated the services provided by the District and has developed a rate structure as part of the King Conservation District Rate Study Report (FCS Group, 2014) Exhibit B that allocates the costs of the District programs and services to classes of property within the District based on benefits received by the properties, both direct and indirect; and

WHEREAS, while forested lands used solely for the planting, growing, or harvesting of trees are not charged under the FCS Rate Study, ratepayers adjacent to and in the vicinity of forested lands do receive multiple benefits from the presence of forests, including cleaner air, preserved wildlife habitat, and reduced stormwater impacts due to forest absorption and evapotranspiration of rainwater, and so receive benefits and burden offsets from the activities and programs of the District that improve the management of nearby forests; and

WHEREAS, the District has reviewed the FCS Rate Study and desires to utilize the system of rates and charges recommended by the Study, as demonstrated by the District’s adoption of Resolution 14-004; and

WHEREAS, the system of rates and charges, the Annual Program of Work, and the Rates and Charges Appropriations Budget ("Rates and Charges Budget") for the program were developed by the District with substantial input from the Advisory Committee established under the authority of King County Ordinance 17474 and the interlocal agreement executed by the County and the District pursuant to that ordinance; and

WHEREAS, the County through its representatives has participated in the Advisory Committee deliberations regarding the system of rates and charges and the annual program of work and budget; and

WHEREAS, the County, consistent with RCW 89.08.405, has considered the information provided by the District, including the FCS Group’s Rate Study, the proposed system of rates and charges, the 2015 Annual Program of Work and the Rates and Charges Budget, and the recommendations of the Advisory Committee; and

-4-
WHEREAS, in Ordinance 17938 the County has found that the public interest, health, safety and welfare will be served by the imposition of the system of rates and charges for a five year period to fund the District’s conservation programs and activities pursuant to the requirements of RCW 89.08.400 and .405; and

WHEREAS, the County, the District, the Member Jurisdictions, and other stakeholders desire to work cooperatively on natural resource conservation efforts, including projects and activities to conserve soils, to improve the quality of water in the District, to protect natural resources, and to assist landowners in the District to comply with laws and regulations that protect the quality of the soil, water, and resources within the District; and

WHEREAS, the District’s programs and activities provide burden offsets to the many forms of damages that occur to natural resources, and also provide numerous benefits, including the conferral of grants, educational workshops, and technical assistance to the properties and property owners within the District, which burden offsets and benefits are not available to the properties and property owners in jurisdictions outside the District; and

WHEREAS, the District recognizes the need to formulate its future Annual Programs of Work and Rates and Charges Budgets in cooperation with the Advisory Committee, and is willing to commit to seeking input on a timely basis from the Advisory Committee as it develops such Work Programs and Budgets; and

WHEREAS, the District recognizes that in proposing a system of rates and charges to the County for a five year period, the County needs to be kept informed of the future Annual Programs of Work and Rates and Charges Budgets for those years beyond 2015, in order for the County to be assured that the District’s conservation programs and activities funded each year by the imposed rates and charges continue to be in the public interest, and promote public health, safety and welfare; and

WHEREAS, the District is willing to commit to providing the County Executive and County Council a copy of its future Annual Programs of Work and Rates and Charges Budgets, in a format similar to the 2015 Program of Work and Rates and Charges Budget, by September 1 of the preceding year for each future Annual Program of Work and Rates and Charges Budget during the term of this Agreement; and

WHEREAS, this Agreement provides for cooperative efforts on the part of the County and the District to fund the District’s conservation programs and activities, and to promote and fulfill the legislative declaration and determinations contained in RCW 89.08.010; and

WHEREAS, in fixing the system of rates and charges proposed by the District, the King County Council has authorized the use of such revenues by the District to protect and preserve renewable natural resources, thereby promoting the public interest, health, safety and general welfare of the people and properties within the District.

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, the parties hereto agree as follows:
I. PURPOSE OF THE AGREEMENT:

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

B. The purpose of this Agreement is to set forth the agreed upon terms under which the District will plan and undertake its programs and activities relating to the protection and conservation of natural resources and will keep the County informed of such planning and undertaken efforts.

II. DEFINITIONS:

A. “Annual Program of Work” means a detailed statement or description of the conservation programs and activities to be undertaken by the District for a particular calendar year using a system of rates and charges authorized and imposed by the County for the benefit of the District pursuant to the requirements of RCW 89.08.400 and .405. An Annual Program of Work will include a budget, broken out by major activities, identifying the anticipated expenditure of the rates and charges for the District’s conservation programs and activities described in the Annual Program of Work. An Annual Program of Work for each of the years subject to this Agreement shall be submitted to the King County Council by the District on or before September 1 of each year for the following year’s activities and programs.

B. “Advisory Committee” means a committee consisting of representatives of the District and key stakeholder groups, including representatives of the County, Member Jurisdictions and other interested parties, that will be asked by the District to review and make recommendations to the Board of Supervisors on the District’s Annual Programs of Work and Rates and Charges Budgets during the term of the system of rates and charges. The purpose of the Advisory Committee is to foster a greater understanding of the programs and services provided by the District, and to identify conservation programs that may be undertaken by the District through the use of funds derived through the District’s approved system of rates and charges.

C. "Rates and Charges Budget" means a budget, broken out by major activities, that describes the District’s projected expenditure of the rates and charges for the District’s programs, and activities for a calendar year subject to this Agreement.

III. RESPONSIBILITIES OF THE PARTIES:

A. THE DISTRICT

1. Annual Program of Work and Rates and Charges Budget: Attached to this Agreement as Exhibit A and incorporated herein by this reference, is the District’s 2015 Annual Program of Work and Rates and Charges Budget. The County and the District agree that this Annual Program of Work and Rates and Charges Budget are in the public interest and promote the public health, safety and welfare of the citizens of King County who own or occupy properties within the District. The District commits to implementing this Annual Program of Work and Rates and Charges Budget for the year 2015. The 2015 Program of Work and Rates and Charges Budget reflect six program areas as areas of focus both for funding and level of
effort. These six program areas were identified as priority focus areas for the District’s programs and activities during the yearlong Task Force process, undertaken in accordance with the terms of King County Ordinance 17474 and the interlocal agreement executed by the County and the District pursuant to that ordinance. The District agrees that in developing and implementing its future Annual Programs of Work and Rates and Charges Budgets under the five year system of rates and charges imposed by the County, these priority focus areas will be retained and will reflect budget commitments similar to those levels contained in the 2015 Annual Program of Work and Rates and Charges Budget. As evidenced by the 2015 Annual Program and Rates and Charges Budget, the District will continue to promote the development of sound agriculture economic development policy and to extend small farm support, and general farm marketing support.

2. Previously Collected Funds: The District agrees to use any funds collected by or for the benefit of the District in connection with a previously adopted system of assessments or system of rates and charges in accordance with the terms of the applicable interlocal agreements entered into between the District and the County.

3. Member Jurisdiction Grants & Services Program: During the term of this Agreement, the District will fund and administer a grant program for the benefit of its Member Jurisdictions in accordance with the financial commitment in the Rates and Charges Budget for the year 2015. For each year thereafter, the Member Jurisdiction grant program will reflect 2015 funding levels. The District’s Member Jurisdiction grant program will fund projects and programs within a given jurisdiction in accordance with the streamlined grant application and award process developed by a subcommittee of the Task Force. Each Member Jurisdiction shall be eligible to apply for and receive grant funds in the years subject to the system of rates and charges, on a non-competitive, pro rata basis that is consistent with historical allocations in the years 2013-2014 and the financial commitment in the 2015 Annual Program of Work and Rates and Charges Budget or, at the Member Jurisdiction’s option, services in lieu of such grant funds. In the event that a Member Jurisdiction has not spent the grant funds available to it within three (3) years following the date such rates and charges were collected by the District and available for award, after 180-days’ prior written notice from District to the Member Jurisdiction, the District may reallocate the unused funds to other District programs. In the interests of efficiency and obtaining the maximum benefits from these grant funds, the District agrees that two or more Member Jurisdictions may pool resources in any one year for projects consistent with the District's statutory purposes and the District's adopted grant policies and procedures, and to fund such projects on a rotating basis within the group of Member Jurisdictions participating in the pooling arrangement.

4. Work with the Advisory Committee:

a. The District shall convene the Advisory Committee consistent with the recommendations of the 2013 Conservation Panel/Task Force report. The Advisory Committee composition shall reflect the District's commitment to private landowners and to programmatic efforts, and include a number of representatives from the incorporated member jurisdictions. Such representation shall include, at a minimum (those selected by the KCD or the County are so identified by the text in the parentheses): the KCD Board
Chair, a representative of the King County executive branch, a representative of the King County legislative branch, a representative of a governmental or non-governmental organization that specially promotes equity and social justice (to be appointed by the County Executive and confirmed by the County Council), a representative of the City of Seattle, a representative of the City of Bellevue, three elected officials from other King County cities (selected by the Sound Cities Association), a rural landowner (selected by KCD), an urban landowner (selected by KCD), a representative from the King County Agriculture Commission, a representative from the King County Rural Forest Commission, and an Environmental Non-Governmental Organization (NGO) representative (selected by KCD).

b. The Advisory Committee shall meet no less than four times per year, and may form sub-committees or meet more often as may be deemed necessary and appropriate by the Committee.

c. The District agrees that it will cooperatively work with the Advisory Committee in every respect, but particularly in developing the Annual Program of Work and Rates and Charges Budget. The District will seek input from the Advisory Committee on a timely basis and provide the members with information and analysis they reasonably request, in advance of providing a final version of the Annual Program of Work and Rates and Charges Budget to the County Council and Executive by no later than September 1, of each year, for the following year.

d. The Advisory Committee shall advise the District on the Annual Program of Work and Rates and Charges Budget, and shall provide the District Board of Supervisors with a recommendation annually. Furthermore, the Advisory Committee shall also brief the King County Council on the Committee’s findings and recommendations with respect to the Annual Program of Work and Rates and Charges Budget annually, by no later than August 1, of each year.

e. The Advisory Committee shall advise the District on implementation of the new programs identified in the 2015 Annual Program of Work, and shall assist the KCD in developing eligibility criteria for the Local Food Economy grant program, and any other new grant programs contemplated by the KCD as part of the implementation of the 2015 and subsequent Annual Programs of Work.

f. The Advisory Committee shall provide input annually into the District’s protocols and procedures for applying for and receiving Member Jurisdiction grants.

g. The Advisory Committee, as an advisory body to the District, may make recommendations to the District on matters beyond those identified explicitly in this Agreement, at the Committee’s discretion.
5. Reports:

The District shall provide by no later than September 1 of each year, copies of its Annual Program of Work and Rates and Charges Budget to King County. The District shall also provide annual reports at this time, detailing work completed the prior year. The annual reports shall describe progress achieved towards work plan goals and report any barriers towards achieving work plan goals. The Annual Program of Work, the Rates and Charges Budget and the annual reports shall be filed with the clerk of the council for distribution to the chair of the transportation, economy and environment committee, or its successor committee, to the executive, to each councilmember and to the lead staff for the transportation, economy and environment committee, or its successor committee.

6. Electoral Process:

The District, with input from the Advisory Committee, will work with the County as well as with the Washington State Conservation Commission and the Washington Association of Conservation Districts to address an electoral process for District supervisors that is more reflective of voter participation in other County general elections.

B. THE COUNTY

1. Approval of System of Rates and Charges: The County has approved a system of rates and charges for a five (5) year period for the benefit of the District in accordance with the requirements of RCW 89.08.400 and .405, to fund the District’s conservation programs and activities as described in the 2015 Annual Program of Work and Rates and Charges Budget attached as Exhibit A.

2. Review of Programs of Work and System of Rates and Charges: The rates and charges for the remaining years beyond the first year of any multi-year approval of rates and charges may be modified or repealed by the County if the County determines that the public interest, health, safety or welfare is not being served by the work program activities funded by rates and charges, which determination may include a finding that the activities do not provide an adequate amount of burden offsets, or direct or indirect benefits sufficient to warrant the continuation of the system of rates or charges. Any such modification or repeal shall only apply prospectively, that is for the next year’s Program of Work and Rates and Charges Budget.

3. Authorized Collection Fees: The King County Treasurer is authorized to deduct one percent of the funds collected, under the system of rates and charges approved by the County, to cover the costs incurred by the County Treasurer and County Assessor in spreading and collecting the rates and charges; provided, however, that any portion of such amount in excess of the actual costs of such work shall be transferred to the District to be used at the discretion of the District.

4. Cooperation and Collaboration with the District: Any agency of the County that has expertise which may be of use to the District will make a good faith effort to assist the District, as requested and as resources allow. The Director of the Department of Natural Resources and
Parks or the Director’s designee shall constitute the ongoing point of contact to promote periodic communications with the District. The District and the County will work to establish a process that will provide for communications and discussions between the District Board of Supervisors and the County Council. Further, the County and the District desire to work together in collaboration, and the parties recognize that they each may have ongoing research programs, which may be of benefit to each other. The District agrees, in order to avoid duplication of research activities, that before undertaking any research project, it will consult with the County. In the event that the research project is determined by the District and the County to be duplicative, then it shall not be undertaken by the District through the use of funds derived from the system of rates and charges.

IV. MAINTENANCE OF RECORDS:

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

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

V. AUDITS AND EVALUATION:

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

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

VI. EFFECTIVENESS, TERMINATION, AND RETENTION OF FUNDS:

A. This Agreement shall become effective upon its signature by both the County and the District, and shall terminate on December 31, 2019, unless it is terminated at an earlier date pursuant to Section VI B. of this Agreement.

B. This Agreement also shall terminate if:
1. The County repeals the District's system of rates and charges in accordance with Section III.B.2, or

2. The District requests that the County repeal its system of rates and charges.

Notwithstanding any of these actions, any funds collected by or for the benefit of the District based on a previously adopted system of assessments or system of rates or charges will be used by the District in accordance with the previously submitted Annual Programs of Work, Rates and Charges Budgets, and special assessment budgets.

C. In the event that a legal action is brought challenging the validity of the system of rates and charges, and the County and District determine that such challenge warrants placing some or all of then currently held District funds in a special escrow account to be held by the District pending further legal action, the District agrees to place such amount of funds into the special escrow account until the County and District mutually agree on their release and use.

VII. NONDISCRIMINATION:

Each party shall comply fully with applicable federal, state and local laws, ordinances, executive orders and regulations, which prohibit discrimination.

VIII. DEFENSE AND INDEMNIFICATION:

A. The District agrees to defend, indemnify and hold harmless the County, its elected officials, employees and agents, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials, or employees, arising out of any legal action challenging the validity of the system of rates and charges imposed by Ordinance 17938.

B. The District agrees to defend, indemnify and hold harmless the County, its elected officials, employees and agents, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the District, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the negligence of the County, its appointed or elected officials or employees. With respect to the performance of this Agreement and as to claims against the County, its officers, agent and employees, the District expressly waives any immunity it may have under Washington's Industrial Insurance act, RCW Title 51, for injuries to its employees and agrees that the obligations to defend, indemnify, and hold harmless provided for in this Agreement extend to any claim brought by or on behalf of any employee of the District. The parties acknowledge that these provisions were specifically
negotiated and agreed upon by them. The provisions of this Article VIII shall survive termination of this Agreement.

IX. AMENDMENTS:

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

X. ENTIRE CONTRACT-WAIVER OF DEFAULT:

The parties hereto agree that this Agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the parties to this Agreement. Each party shall carry out its duties under this Agreement in good faith and in accordance with legal requirements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

13th day of January, 2014.

King Conservation District

King County

Bill Knutsen
Chair, Board of Supervisors

Dow Constantine
King County Executive

Approved as to Form:

Eric C. Greenwood
District Legal Counsel

Approved as to Form:

[Signature]
Deputy Prosecuting Attorney
Exhibit A

King Conservation District Program of Work 2015, including Rates and Charges Appropriations Budget 2015
Exhibit B

King Conservation District Rate Study Report July 2014