INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND 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 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 "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

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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

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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 system of rates and charges and the interlocal agreement authorized in Ordinance 19032 expires on December 31, 2024; and

WHEREAS, on July 31, 2019, the KCD Board of Supervisors adopted the following resolutions: Resolution 19-007, the proposed Annual Program of Work for 2020 and a Rates and Charges Appropriations Budget; Resolution 19-008, a proposed system of rates and charges; and Resolution 19-009, establishing a process for landowners to appeal the rates and charges. These resolutions were transmitted 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, the County, consistent with RCW 89.08.405, has considered the information provided by the District, including Resolutions 19-007, 19-008 and 19-009; and

WHEREAS, in accordance with RCW 89.08.405, the County has found that the public interest, health, safety and welfare will be served by the imposition of a system of rates and charges for a three year period from 2025 through 2027 that funds District conservation programs and activities generally consistent with the 2024 Program of Work; 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

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WHEREAS, the District is willing to commit to providing the County Executive and County Council an annual report about its programs by September 1 of each year from 2025 through 2027; 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. RESPONSIBILITIES OF THE PARTIES:

A. THE DISTRICT

1. Program of Work: Attached to this Agreement as Exhibit A and incorporated herein by this reference, is the District's 2025-2027 Program of Work, which continues programs and activities set out in the 2024 Program of Work. The County and the District agree that the 2025-2027 Program of Work is in the public interest and promotes the public health, safety and welfare of the citizens of King County who own or occupy properties within the District. During the term of this Agreement, the District shall implement its work in accordance with the 2025-2027 Program of Work.

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 current 2025-2027 interlocal agreement entered into between the District and the County. Programmatic funding will remain in existing interlocal agreement programs where possible, and previous funding allocated to now obsolete interlocal agreement programs will be reallocated to new programs as closely aligned as possible, and noted where and when funds were reallocated.

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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 consistent with the level of funding in 2024. 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 the 2024 budget or, at the Member Jurisdiction's option, services in lieu of such grant funds, or direct technical assistance to organizations and residents of those jurisdictions. 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 90-days' prior written notice from District to the Member Jurisdiction, the District may reallocate the unused funds to other District programs. The District may offer the unused funds as a competitive grant for projects within the Member Jurisdiction. 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. Reallocations: During the term of this Agreement, funds, with the exception of Member Jurisdiction Grants and Local Food Assistance, may be reallocated from one Interlocal Agreement program to another, under the following conditions.

a. Reallocations of 5% or less of annual program funds may be implemented at the discretion of the District.
b. Reallocations of more than 5% of annual program funds and less than 10% may be implemented at the discretion of the District, but must be reported to the County.
c. Reallocations of 10% or more of annual program funds may only be implemented with

formal agreement of the County.

5. Work with the Advisory Committee:

a. The District shall provide to the Advisory Committee updates on the Program of Work. The Advisory Committee shall provide input and recommendations on program delivery and reporting to the District and Board of Supervisors.

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b. The District shall convene the Advisory Committee. The Advisory Committee composition shall reflect the District's commitment to private land managers 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 with input by the County Executive), 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 representative (selected by KCD).

c. 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 Advisory Committee.

d. The District agrees that it will cooperatively work with the Advisory Committee in every respect.

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e. The Advisory Committee shall provide input into the District's protocols and procedures for applying for and receiving Member Jurisdiction grants and assist with engaging Member Jurisdictions to use their funding, develop competitive grant rounds, or develop projects using pooled funding.

f. 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.

6. Reports:

The District shall provide to the County Council and Executive, by no later than September 1 of each year, annual reports detailing work completed the prior year and financial information in a format determined with consultation between the District and the Advisory Committee. The annual reports shall describe progress achieved towards the current year's Program of Work, associated natural resource benefits and outcomes, and report any barriers towards implementing the Program of Work. The annual reports shall be filed with the clerk of the Council for distribution to the chair of the local services, regional roads and bridges committee, or its successor committee, to the Executive, to each councilmember and to the lead staff for the local services, regional roads and bridges committee, or its successor committee.

B. THE COUNTY

1. Approval of System of Rates and Charges: The County has approved a system of rates and charges for a three (3) year period for the benefit of the District in accordance with the requirements of RCW 89.08.405, to fund District conservation programs and activities as described in the 2025-2027 Program of Work attached as Exhibit A.

2. Review of 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, starting in the next year.

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 in furthering the 2025-2027 Program of Work.

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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.

III. 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.

IV. 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.

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V. 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, 2027 unless it is terminated at an earlier date pursuant to Section V.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 II.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 Programs of Work and budgets in effect at the time the rates and charges were due from the property owner.

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.

VI. NONDISCRIMINATION:

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

VII. 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_____.

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 VII shall survive termination of this Agreement.

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VIII. 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.

IX. 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 _____ day of_____, 2019.

King Conservation District	King County
_____	_____
Chair, Board of Supervisors	King County Executive
Approved as to Form:	Approved as to Form:
_____	_____
District Legal Counsel	Deputy Prosecuting Attorney

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Exhibit A

King Conservation District 2025-2027 Program of Work

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King Conservation District
2020-2024 Program of Work

INTRODUCTION

King Conservation District's (KCD) 2025--2027 Program of Work continues the progress made on initiatives identified as essential regional priorities by the KCD Advisory Committee, Board of Supervisors, member jurisdictions, and community members across King County. These include activities and partnerships that will help build a sustainable and equitable local food system, improve the health of our forests, neighborhood tree canopies, shorelines and habitat, and ensure clean water for all. All KCD actions are also created and implemented with two overarching principles: Diversity, Equity, Inclusion, and Justice (DEIJ) and Climate Resiliency, to ensure we are addressing the pressing needs of community.

FUND SOURCES

KCD is primarily supported by rates and changes, and also utilizes grants and other revenue sources to fund programs. The District will strive to use collected funds as leverage for federal, state, and local grants and contracts. By the end of the three-year agreement between the District and the County, KCD will strive to have a leverage rate of not less than 10%. Realization of the deliverables scoped in this Program of Work will be contingent on securing full funding through rates and charges revenue.

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	2025 Proposed	2026 Estimated	2027 Estimated
Rates and Charges Received by District			

PROGRAM AND SERVICES

The 2025-2027 Program of Work includes programs and services in the following areas:

- Forest Health
- Farm Assistance and Working Lands Sustainability
- Riparian Assistance
- Administration
- Member Jurisdiction Grants and Services
- C.O.R.E Support

Each of these programs and services is more fully described below.

FARM ASSISTANCE

Farm Assistance and Working Lands Sustainability includes technical assistance, cost share, and direct assistance to implement farm conservation, agricultural drainage, local food assistance, and community agriculture projects. KCD also engages with land managers to move them from awareness to action with outreach and education in urban, suburban, and rural spaces.

2025 Estimated	2026 Estimated	2027 Estimated
$	$	$

2025-2027 Program

- Rural Land Stewardship

KCD provides technical assistance (TA), cost share, and direct assistance to help landowners implement best management practices such as cover cropping, manure management, and installing fencing to protect water resources. KCD also aligns TA and project implementation with the Critical Areas Ordinance, the Livestock Ordinance, and qualification for the Public Benefit Ratings System current use taxation designation. KCD also offers an equipment loan service, which provides access to equipment such as no-till drills, manure spreaders, and weed wrenches among other equipment.

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- Agricultural Drainage Assistance

KCD will continue its collaboration with King County's Agricultural Drainage Assistance Program (ADAP). KCD will focus its efforts on landowner engagement and providing consultation and subject matter expertise to assist in the development of planting plans. KCD will engage in project management as requested by King County ADAP team.

- Community Agriculture

KCD will continue to partner with community-based organizations, faith institutions, and refugee and immigrant resettlement agencies to site and develop food production gardens and facilitate access to healthy soil, culturally-appropriate seeds, and technical assistance. In addition, KCD will continue to implement a Community Agriculture- focused grant program with priority given to underserved communities and community-based organizations.

- Local Food Assistance

KCD will annually use $900,000 of collected funds to provide direct assistance to support King County's Local Food Initiative.

Riparian Assistance

KCD provides technical assistance, cost share, and direct assistance to implement riparian improvement projects throughout King County. KCD also engages with land managers to move them from awareness to action with outreach and education in urban, suburban, and rural spaces.

2025 Estimated	2026 Estimated	2027 Estimated
$	$	$

2025-2027 program

- Riparian Land Stewardship
  KCD engages with land managers to move them from awareness to action. Engagement and education make up the bulk of this program (which includes education, demonstration, and site tours). KCD's education and outreach engages both urban and rural land managers in marine and freshwater environments.

  - Riparian Restoration
  KCD provides technical assistance, cost share, and direct assistance to help landowners implement best management practices such as removal of invasive species, planting natives, and installing buffers. Through KCD, qualified landowners may also access federal funds for buffer improvement through the Conservation Reserve Enhancement Program. Our Riparian Restoration work occurs in both rural and urban settings, giving all land managers in King County an opportunity to improve natural resource conditions.

  - Plant Nursery
    KCD manages a plant nursery consisting of both wetland and upland native plants. The plant nursery provides native plants to KCD restoration activities, partner restoration sites, and provides ongoing volunteer work partners to engage and educate our community.

  - Restoration Crew (WCC)
  KCD will continue to partner with the WA Dept of Ecology to operate at least one Washington Conservation Corp Crew (WCC). The WCC crew is integral to the Riparian Team's efforts and provides a considerable percentage of onsite restoration activities.

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Forest Health

KCD provides technical assistance, cost share, and direct assistance to implement forest health projects throughout King County. KCD also engages with land managers to move them from awareness to action with outreach and education in urban, suburban, and rural spaces.

2025 Estimated	2026 Estimated	2027 Estimated
$	$	$

2025 – 2027 Program

- Wildfire Preparedness

With climate change, shifting weather patterns, and changes in snow pack and rainfall, the threat of wildfire is increasing with significant tangible impacts on air quality across King County. Stakeholders are increasingly aware of the need to modify landscaping and land management practices to mitigate wildfire risk. KCD will engage with land managers and homeowners associations to assist in this type of planning.

- Urban Forest Stewardship

KCD works with cities to identify and develop projects to maintain and improve tree canopy and overall healthy urban forests on public and private property.

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- Small Lot Forest Stewardship

KCD works with small-lot forest land managers across unincorporated King County to increase the resilience of the forested landscape and capture the ecological, recreational and other values of forests by helping land managers actively manage forestlands and open space areas. KCD will continue to work with King County, Washington State University (WSU) Extension and other partners to implement a program that promotes forest health on private lands through workshops, one-on-one education, and technical and financial incentives to plan and implement best management practices.

Member Jurisdiction Grants and Services

KCD partners with cities and other jurisdictions to increase conservation impact. KCD awards non-competitive grants to local governments, nonprofit organizations, tribes, and other agencies to improve natural resources and increase regional conservation. These monies support high-impact projects in both urban and rural areas and are often matched with funding from state, federal, and other sources.

	2025 Estimated	2026 Estimated	2027 Estimated
Collections	$	$	$
Grants	$	$	$
Overhead and staffing	$	$	$

KCD will annually report on the number of grants awarded, grants closed out and associated natural resource benefits of closed out projects, and communities engaged.

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Administration

KCD will set aside not more than 19% of collected funds to continue effective administration including the Board of Supervisors elections.

2025 Estimated	2026 Estimated	2027 Estimated
$	$	$

C.O.R.E Support

KCD provides community outreach, resources and education that empowers King County residents to become better stewards of our shared natural resources and take action with KCD or on their own. KCD provides online trainings, workshops, and peer-to-peer tours that build awareness of beneficial farm, forest, and riparian conservation practices and connect people with KCD programs and services. C.O.R.E efforts are varied but include site visits to land managers' property who have implemented KCD projects, education classes-both online and in person, as well as engaging youth in one of the largest S.T.E.M. events annually, Envirothon.

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2025 Estimated	2026 Estimated	2027 Estimated
$	$	$