



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 11, 2005**

**Ordinance 15235**

**Proposed No.** 2005-0287.1

**Sponsors** Edmonds

1 AN ORDINANCE authorizing the King County executive  
2 to enter into an interlocal agreement with the King  
3 Conservation District for support services to landowners  
4 relating to the implementation of and compliance with the  
5 King County Critical Areas Ordinance package.  
6  
7

8 **STATEMENT OF FACTS:**

- 9 1. In 1993, through the adoption of Ordinance 10870, King County  
10 established comprehensive requirements designed to protect  
11 environmentally sensitive areas in the county, including wetlands, streams,  
12 floodplains and steep slopes.
- 13 2. In October 2004, King County, in response to Growth Management  
14 mandates, adopted Ordinance 15051, which revised Ordinance 10870 and  
15 which is designed to provide further protection to environmentally  
16 sensitive areas, designated "critical areas" in that ordinance.

17           3. King County adopted two companion ordinances to Ordinance 15051,  
18           a stormwater ordinance (Ordinance 15052) to address additional controls  
19           of surface water runoff, and a clearing and grading ordinance (Ordinance  
20           15053) to address prevention of sedimentation of streams and other  
21           aquatic areas. (Ordinances 15051, 15052 and 15053, referred to  
22           collectively as "the Critical Areas Ordinance package" or "CAO").

23           4. King County, in seeking to protect critical areas, also recognizes the  
24           importance of maintaining and promoting agricultural activities in the  
25           county. King County has designated agricultural lands of long-term  
26           commercial significance, and has adopted Comprehensive Plan policies to  
27           conserve agricultural lands and ensure the continued viability of  
28           agricultural businesses.

29           5. King County also recognizes that agricultural activities have impacts  
30           on the landscape and natural environment, including critical areas, and  
31           require careful integration with measures to protect such critical areas.

32           6. The agricultural provisions in the CAO were developed in close  
33           coordination with the King County agriculture commission and provide  
34           for continued agricultural uses within buffers and expansions of  
35           agricultural uses into previously cleared areas through the use of a farm  
36           management plan, as defined in the CAO and King County Public Rule  
37           PUT 8-21 (PR) ("Farm Plan Public Rule"), effective February 24, 2005.

38           7. The CAO allows agricultural landowners to conduct specific activities  
39           regarding alterations to critical areas or their buffers, clearing and grading

40 permits, and drainage review for new impervious surface development, if  
41 the landowners have in place and implement a farm management plan that  
42 has been approved by the King Conservation District and King County.

43 8. King Conservation District (hereinafter "KCD") is an independent non-  
44 regulatory municipal corporation of the State of Washington formed under  
45 chapter 89.08 RCW with the power and authority to engage in activities  
46 and programs relating to the conservation of renewable natural resources  
47 within its jurisdictional boundaries, including programs for the protection  
48 of soil and water, with particular emphasis on farming and animal-keeping  
49 practices.

50 9. KCD has a longstanding history of assisting farmers and agricultural  
51 landowners in preparing and implementing comprehensive farm  
52 management plans by utilizing the conservation planning process of the  
53 Natural Resource Conservation Service, which process produces plans that  
54 outline a long-term series of actions designed to meet farmers' goals while  
55 protecting natural resources.

56 10. In providing technical assistance and support to those seeking its  
57 services, without charge, KCD has developed and created productive and  
58 positive relationships with the agricultural community at large, which has  
59 greatly benefited from KCD's services.

60 11. The CAO and Farm Plan Public Rule directs landowners to work with  
61 KCD to develop and gain King County approval of farm management  
62 plans used for purposes of meeting CAO objectives, and further directs

63 landowners to work with KCD over time to implement approved farm  
64 management plans according to their terms and provisions.

65 12. KCD has determined that it will require a staffing increase of 3.4 full-  
66 time equivalents to carry out its role of assisting landowners with the  
67 development and implementation of farm management plans to be used  
68 for purposes of complying with the CAO.

69 13. King County desires that KCD receive sufficient funding to carry out  
70 its role in supporting implementation of the terms of the CAO and has  
71 agreed to provide such funding to support the increased demands on  
72 KCD's workload created by KCD's role in working with landowners on  
73 the development and implementation of farm management plans to  
74 comply with the CAO.

75 14. The 2005 King County budget requires that an interlocal agreement be  
76 executed between the county and the KCD in order for funding to be authorized  
77 and disbursed to KCD in connection with the services to be provided under this  
78 Agreement.

79 15. KCD's agricultural experience and expertise and longstanding  
80 relationship with the farming community will provide a great benefit to  
81 landowners seeking to comply with King County's new CAO.

82 16. The county and KCD are authorized to enter into an interlocal  
83 agreement in accordance with chapter 39.34 RCW, the Interlocal  
84 Cooperation Act.

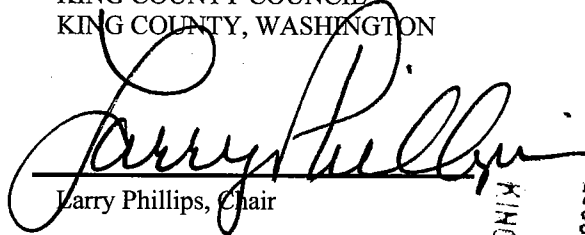
85 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

86            SECTION 1. The King County executive is hereby authorized to enter into and  
87            execute an interlocal agreement with the King Conservation District in substantially the  
88            form as attached to this ordinance, to provide support to King Conservation District for  
89            its assistance in Critical Areas Ordinance package implementation.  
90

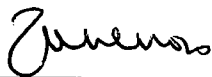
Ordinance 15235 was introduced on 6/27/2005 and passed by the Metropolitan King  
County Council on 7/11/2005, by the following vote:

Yes: 11 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Pelz, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Patterson  
and Mr. Constantine  
No: 0  
Excused: 2 - Ms. Hague and Mr. Irons

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

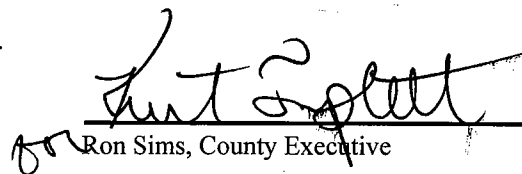
ATTEST:



Anne Noris, Clerk of the Council

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2005 JUL 15 PM 3:44  
KING COUNTY COUNCIL  
CLERK

APPROVED this 15<sup>th</sup> day of July, 2005.

  
Ron Sims, County Executive

**Attachments**      A. Interlocal Agreement Between King County and the King Conservation District for  
Support Services to Landowners Relating to the Implementation of King County's  
Critical Areas Ordinance

INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
AND THE KING CONSERVATION DISTRICT FOR SUPPORT SERVICES TO  
LANDOWNERS RELATING TO THE IMPLEMENTATION OF KING  
COUNTY'S CRITICAL AREAS ORDINANCE

WHEREAS, in 1993, through the adoption of Ordinance 10870, King County established comprehensive requirements designed to protect environmentally sensitive areas in the County, including wetlands, streams, floodplains, and steep slopes; and

WHEREAS, in October, 2004, King County, in response to Growth Management mandates, adopted Ordinance 15051, which revised Ordinance 10870 and which is designed to provide further protection to environmentally sensitive areas, designated "critical areas" in that ordinance. The County adopted two companion ordinances to 15051, a stormwater ordinance (Ordinance 15052 to address additional controls of surface water runoff), and a clearing and grading ordinance (Ordinance 15053) to address prevention of sedimentation of streams and other aquatic areas. (Ordinances 15051, 15052, and 15053, referred to collectively as the Critical Areas Ordinances package or "CAO"); and

WHEREAS, King County, in seeking to protect critical areas, also recognizes the importance of maintaining and promoting agricultural activities in the County; and

WHEREAS, King County has designated agricultural lands of long-term commercial significance, and has adopted Comprehensive Plan policies to conserve agricultural lands and ensure the continued viability of agricultural businesses; and

WHEREAS, King County also recognizes that agricultural activities have impacts on the landscape and natural environment, including critical areas, and requires careful integration with measures to protect such critical areas; and

WHEREAS, the agricultural provisions in the CAO were developed in close coordination with the King County agriculture commission and provide for continued agricultural uses within buffers and expansions of agricultural uses into previously cleared areas through the use of a Farm Management Plan, as defined in the CAO and King County Public Rule PUT 8-21 (PR) (Farm Plan Public Rule), effective February 24, 2005; and

WHEREAS, the CAO allows agricultural landowners to conduct specific activities regarding alterations to critical areas or their buffers, clearing and grading permits, and drainage review for new impervious surface development, if the landowners have in place

and implement a Farm Management Plan that has been approved by the King Conservation District and King County, and

WHEREAS, the King Conservation District (hereinafter “KCD”) is an independent non-regulatory municipal corporation of the State of Washington formed under Chapter 89.08 RCW with the power and authority to engage in activities and programs relating to the conservation of renewable natural resources within its jurisdictional boundaries, including programs for the protection of soil and water, with particular emphasis on farming and animal-keeping practices; and

WHEREAS, KCD has a longstanding history of assisting farmers and agricultural landowners in preparing and implementing comprehensive Farm Management Plans by utilizing the conservation planning process of the Natural Resource Conservation Service, which process produces plans that outline a long-term series of actions designed to meet farmers’ goals while protecting natural resources; and

WHEREAS, in providing technical assistance and support to those seeking its services, without charge, KCD has developed and created productive and positive relationships with the agricultural community at large, which has greatly benefited from KCD’s services; and

WHEREAS, the CAO and Farm Plan Public Rule directs landowners to work with KCD to develop and gain King County approval of Farm Management Plans used for purposes of meeting CAO objectives, and further directs landowners to work with KCD over time to implement approved Farm Management Plans according to their terms and provisions; and

WHEREAS, KCD has determined that it will require a staffing increase of 3.4 full-time equivalents to carry out its role of assisting landowners with the development and implementation of Farm Management Plans to be used for purposes of complying with the CAO; and

WHEREAS, King County desires that KCD receive sufficient funding to carry out its role in supporting implementation of the terms of the CAO and has agreed to provide such funding to support the increased demands on KCD’s workload created by KCD’s role in working with landowners on the development and implementation of Farm Management Plans to comply with the CAO; and

WHEREAS, the 2005 King County budget requires that an interlocal agreement be executed between the County and the KCD in order for funding to be authorized and disbursed to KCD in connection with the services to be provided under this Agreement; and

WHEREAS, the KCD's agricultural experience and expertise and longstanding relationship with the farming community will provide a great benefit to landowners seeking to comply with King County's new CAO; and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, King County and the KCD are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the Parties hereto agree as follows:

**I. Purpose**

- A. The purpose of this Agreement is to provide the terms under which KCD will support and provide technical services to agricultural landowners in King County in order to assist them in meeting the requirements of the CAO regarding preparing, implementing and monitoring Farm Management Plans. Procedures for landowners to work with KCD are more particularly described in the Farm Plan Public Rule.
- B. Activities that KCD will perform during the term of this Agreement are described in Section III. of this Agreement.

**II. Administration**

- A. King County and KCD will each designate an Administrator to coordinate as needed to ensure compliance with the terms of this Agreement and to promote the efficient delivery of services.
- B. Any conflict that cannot be resolved by the Administrators will be referred for resolution to the Water and Land Resources Division Director and the KCD Board of Supervisors, who shall make a good faith effort to resolve the conflict.

**III. Responsibilities**

- A. KCD will perform activities as described below, at the staffing level of 3.4 full-time equivalents, in order to assist and support landowner efforts to comply with King County's CAO through preparation and implementation of Farm Management Plans as provided for in the CAO, and other related actions:
  - 1. Farm Management Plan Development. KCD will work with landowners to develop Farm Management Plans for purposes of meeting the terms of the CAO. As part of the planning process, farm and livestock owners will receive technical



assistance from KCD to identify resources, determine land use objectives, and make environmentally sound management decisions.

2. Farm Management Plan Implementation Assistance. KCD will assist landowners in implementing Farm Management Plans to continue meeting the terms of the CAO over time. Services provided by KCD will include engineering support to implement Best Management Practices and assistance with certain permit applications.
3. Code Compliance Assistance. KCD will provide assistance to farm and livestock owners referred to KCD by King County agriculture and code enforcement programs and state water quality enforcement programs. Upon referral from King County, KCD will provide services to farm and livestock owners who demonstrate a willingness to solve resource problems in a voluntary manner.
4. Farm Management Plan Implementation Monitoring. For Farm Management Plans completed and implemented for purposes of meeting the terms of the CAO, KCD will monitor and evaluate the implementation of practices detailed in Farm Management Plans.
5. Evaluation and Reporting. For Farm Management Plans completed and implemented for purposes of meeting the terms of the CAO, KCD will maintain correspondence, designs, and records in project files. KCD will report activities monthly and quarterly using the KCD report of accomplishments system. Reports will detail the Farm Management Plans developed, follow-up assistance conducted, and Best Management Practices implemented.
6. Coordination with King County. KCD will meet with County staff as needed to ensure that farm planning efforts and CAO implementation are well-coordinated.
  - B. KCD will provide King County with quarterly written reports describing the services provided under this Agreement.
  - C. Neither party is acting as the agent of the other under the terms of this Agreement.

#### **IV. Financial Responsibilities**

King County will remit quarterly payments to the KCD. Each payment will represent one quarter of the total of \$250,000 to be provided in 2005.

**V. Effectiveness, Duration, Termination and Amendment**

- A. This Agreement shall be effective upon signature by King County and KCD and will remain in effect until March 31, 2006. Services provided by KCD prior to the effective date of this Agreement shall be eligible for reimbursement.
- B. This Agreement is not assignable by either party, either in whole or in part.
- C. King County reserves the right to terminate the Agreement with 30 days' written notice under either of the following conditions:
  - 1. a court of law declares that the CAO is invalid; or
  - 2. a court of law enjoins the implementation of the CAO for a period of time longer than 60 days, pending a determination regarding its validity.
- D. This Agreement may be terminated upon mutual written agreement of the Parties.
- E. This Agreement may be amended, altered, or clarified only by written agreement of the parties.
- F. This Agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are superseded by this Agreement. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. 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 by the parties which shall be attached to the original Agreement.
- G. Nothing herein shall be construed as obligating the parties to provide services or expend money in excess of appropriations authorized by law and administratively allocated for this work under the terms of this Agreement. To the extent that the provision of services under this Agreement requires future appropriations beyond current appropriation authority, the parties' obligations are contingent upon the appropriation of sufficient funds to complete the activities described herein. If no such appropriation is made, the obligations under this Agreement shall terminate.

**VI. Indemnification and Hold Harmless**

Each party shall protect, defend, indemnify, and save harmless the other party, its officers, officials, employees, and agents, while acting within the scope of their duties or

employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the indemnifying party's (its officers, officials, employees and agents) negligent or intentional acts or omissions under the terms of this Agreement or with respect to the services provided hereunder. For this purpose the parties hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW and state that these indemnification provisions have been mutually negotiated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_\_ of \_\_\_\_\_, 2005.

Approved as to form:

KING COUNTY:

\_\_\_\_\_

Deputy Prosecuting Attorney

\_\_\_\_\_

King County Executive

Approved as to form:

KING CONSERVATION DISTRICT:

\_\_\_\_\_

Attorney

\_\_\_\_\_