Meeting Agenda

Finance Sub-Committee Meeting - Souza 2:00 PM - 3:00 PM
Member Jurisdiction Grant Sub-Committee Meeting - Saavedra, Grace 3:00 PM - 4:00 PM
Regular Board of Supervisors Meeting – 4:00 PM – 5:35 PM

Finance Sub-Committee Board Meeting - https://zoom.us/j/91751210537
Call to Order

1. Preliminary Matters:
   a) Introductions
   b) Additions or Corrections to the Agenda
   c) Adoption of the Board Agenda

2. Public Comment:
3. Finance:
   a) AI 20-056: Financials – July 2020

Grant Sub-Committee Board Meeting - https://zoom.us/j/95191317814
Call to Order

1. Preliminary Matters:
   a) Introductions
   b) Additions or Corrections to the Agenda
   c) Adoption of the Board Agenda

2. Public Comment:
3. New Business:
   a) Parliamentary Procedures – Board
   b) Election Update – Souza, Haugen, Porter
   c) Advisory Committee Update – Grace
   d) AI 20-057: Contractor Bid Approval – Drake Ag Drainage Maintenance - Monaghan
   e) AI 20-058: Bidding Approval – South Puget Sound Discovery Farms Waste Storage Facility – Redmond/Mirro
   f) Regional Food System – Farmland Access Initiative Request for Proposals – Monaghan
   g) Strategic Initiative Update – PSCD Regional Forest Stewardship Pilot Program - Reed

4. Unfinished Business:
   a) Strategic Initiative Update – PSCD Regional Forest Stewardship Pilot Program - Reed

4:02 PM – 4:05 PM
4:05 PM – 4:20 PM
4:20 PM – 4:35 PM
4:35 PM – 4:45 PM
4:45 PM – 5:00 PM
5:00 PM – 5:15 PM
5:15 PM – 5:30 PM
5:30 PM – 5:35 PM
FINANCE
## Current Operating Fund

**Statement of Revenues and Expenditures - Unposted Transactions Included In Report**

**From 7/1/2020 Through 7/31/2020**

### Current Period Budget - Board Approved 2020

<table>
<thead>
<tr>
<th>Revenue</th>
<th>YTD Budget - Board Approved 2020</th>
<th>YTD Budget Variance - Board Approved 2020</th>
<th>Total Budget - Board Approved 2020</th>
<th>Total Budget Variance - Board Approved 2020</th>
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<td>Total</td>
<td>YTD Actual</td>
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<td>18,455</td>
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### Expense

**Personnel**

| Salary, Taxes & Benefits | 293,357 | 346,456 | 1,846,783 | 2,425,192 | 578,409 | 4,157,472 | 2,310,699 |
| Contracted Services | 81,229 | 163,421 | 614,507 | 1,157,945 | 543,337 | 1,985,049 | 1,370,441 |
| **Total Personnel** | 374,585 | 511,877 | 2,461,391 | 3,583,137 | 1,121,746 | 6,142,520 | 3,681,140 |

**Supplies**

| Office | 951 | 1,226 | 11,916 | 8,681 | (3,336) | 14,710 | 2,794 |
| Field | 3,108 | 23,359 | 123,811 | 163,604 | 39,692 | 280,262 | 156,481 |
| **Total Supplies** | 4,059 | 24,583 | 135,728 | 172,694 | 36,357 | 295,002 | 159,274 |

**Communications**

| Advertising | 0 | 1,771 | 2,893 | 12,356 | 9,503 | 21,250 | 18,357 |
| Postage | 169 | 1,381 | 3,293 | 9,666 | 6,373 | 16,570 | 13,277 |
| Telephone & Internet | 2,438 | 3,500 | 17,865 | 24,500 | 6,536 | 42,000 | 24,035 |
| Printing & Publications | 0 | 1,142 | 15 | 10,773 | 10,773 | 18,392 | 18,487 |
| **Total Communications** | 2,607 | 8,193 | 24,165 | 57,254 | 33,189 | 98,322 | 74,157 |

**Occupancy & Equipment**

| Office | 32,006 | 31,102 | 220,567 | 217,717 | (2,850) | 373,229 | 152,592 |
| Storage & Other | 5,773 | 6,000 | 53,435 | 35,000 | (18,435) | 60,000 | 6,585 |
| Program Activities | 0 | 496 | 0 | 3,471 | 3,471 | 5,605 | 5,590 |
| Equipment & Vehicle Maintenance | 1,048 | 2,343 | 5,034 | 16,403 | 11,369 | 28,129 | 23,038 |
| **Total Occupancy & Equipment** | 38,826 | 38,942 | 279,036 | 272,591 | (6,445) | 467,299 | 188,263 |

**Travel & Training**

| Other | (128) | 6,050 | 7,519 | 42,347 | 34,828 | 72,505 | 65,076 |

**Capital Outlay**

| Capital Outlay | 2,023 | 6,825 | 23,408 | 47,775 | 24,367 | 81,600 | 58,492 |
| Sponsorships | 0 | 1,165 | 2,200 | 8,155 | 5,905 | 13,890 | 11,730 |
| Bank Fees/Interest / Interest | 4,373 | 4,661 | 11,726 | 32,627 | 20,861 | 55,532 | 44,166 |
| **Total Other** | 7,396 | 12,651 | 37,424 | 88,557 | 51,133 | 151,812 | 114,388 |
| **Total Expense** | 427,145 | 600,296 | 2,046,262 | 2,415,071 | 1,270,809 | 7,227,550 | 4,262,788 |

### Grants & Fund Transfers

**Awards**

| Member Jurisdiction | 0 | 82,184 | 0 | 575,266 | 575,266 | 986,204 | 986,204 |
| Cost Share / LIP | 0 | 52,764 | 37,162 | 369,489 | 332,327 | 633,410 | 586,248 |
| Regional Food | 0 | 60,532 | 0 | 423,727 | 423,727 | 726,388 | 726,388 |
| **Total Awards** | 0 | 195,500 | 37,162 | 1,369,561 | 1,331,339 | 2,346,002 | 2,308,840 |

**Total Grants & Fund Transfers**

| 0 | 195,500 | 37,162 | 1,369,561 | 1,331,339 | 2,346,002 | 2,308,840 |
| **Total Expense** | 427,145 | 797,796 | 2,092,424 | 2,584,572 | 2,602,148 | 9,673,552 | 6,581,129 |
King Conservation District  
Balance Sheet  
As of 7/31/2020  
(In Whole Numbers)

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<th>Operating Rollover</th>
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<th>All Other Reserve</th>
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Total Checks: 382,108.93
Total Void Checks: -1,942.79
Total EFT: 9,754.83
Total Bank Fees: 93.00
AI 20-056:

A motion that Chief Operating Officer managing Finances will be the entity in charge of managing, adjusting, creating and reporting on all district expenses under the authority and direction of the KCD Board of Supervisors.
NEW BUSINESS
King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: August 24th, 2020

AI 20-057

SUBJECT:

Drake Drainage Maintenance 2020

BACKGROUND
The purpose of King CD’s Agricultural Drainage Program is to help landowners identify and address drainage concerns by implementing practices on their farms. KCD has received funding from the King County Flood Control District to implement drainage programs in partnership with King County’s Agricultural Drainage Assistance Program (ADAP) to implement these programs.

To that end, the KCD is working with the Drake family in Enumclaw to improve drainage on their small farm. The drainage maintenance will total 1675 linear feet and replace one 18”x20’ culvert. The Drake family purchased this property in 2018 with the hope of growing crops but the majority of the existing farmland is too wet to farm. The Drake’s intend to grow crops on 10 acres and add at least one greenhouse if this project is complete. Plans and permits are in place to complete the project.

The request for bids was sent out in accordance with the Limited Small Works guidelines since this project is estimated to cost under the $35,000 threshold. Two bids were received from Southworth & Sons for $17,400 and Ty Watterson Excavation for $18,600. Bid requests were sent to five other contractors listed on the MRSC roster.

RECOMMENDATION
This project will bring back 10 acres of farmland into production in an area where KCD has historically had more limited access to assisting landowners. KCD contacted staff recommends that the board selects Southworth & Sons to complete this project as they are the lowest, responsible bidder.

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<tr>
<th>ALTERNATIVES NOT SELECTED</th>
<th>REASON</th>
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<td>Do not approve and sign contract, Do not complete this project.</td>
<td>Project is of high value to all goals – bringing food production acreage back to production, cost to complete is lower than average, Landowner, Tenants, and ADAP are invested in completing the project</td>
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BID PROPOSAL

PROJECT NAME: Drake Drainage Maintenance 2020
BID SUBMITTAL DEADLINE: August 10th, 2020
ATTENTION: Liz Stockton

PART 1 - GENERAL

1.01 Bids should be emailed.
   Phone: (206)384-0129
   Email: elizabe@gmail.com

1.02 PROPOSAL
   The undersigned Bidder hereby certifies that the Bidder has examined the location and
   construction details of work, is familiar with the local conditions at the place where the
   work is to be done, and has read and thoroughly understands the work and the method
   by which payment will be made for said work and hereby propose to undertake and
   complete the work in accordance with technical documents provided.

1.03 BID CONDITIONS
   It is expressly understood and agreed that the following Bid Schedule amounts are the
   basis for establishing the low bidder for award of the Contract and that the GRAND
   TOTAL is a lump sum bid. Bid prices shall be exclusive of any sales tax, which will be
   separately compensated based upon actual contract payments.

1.04 BIDDER INFORMATION
   Proper Name of Bidder: SOUTHWORTH & SONS, INC.
   Mailing Address: 5020 60TH AVE W, CHILOWA, WA 98012
   Contractor's License No.: SOUTH902210U UBI No.: 600-313-887
   City of [***] Business License No.: 360.663.2571
   Phone Number: 360.663.2215 Fax Number: 360.663.2571
   Email: SOUTHWORTH.ROSE@GMAIL.COM
   Address: 

SCHEDULE OF UNIT PRICES

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BASE BID Subtotal                   15970-
W.S.S.T (8.6%)   1373.42
BASE BID TOTAL (Subtotal with Sales Tax) 17343.42

1.05 BID SUMMARY
   Amount Bid
   Washington State Sales Tax @ [8.6]%
   GRAND TOTAL in figures, including tax
   GRAND TOTAL in words, including tax

SEVENTEEN THOUSAND THREE HUNDRED FORTY THREE
Notes:
1. Total proposed maintenance length: approximately 1,675 feet
2. Estimated dredge volume: approximately 406 cubic yards
3. Channel Classification: All channels proposed for maintenance have been classified as Low-Modified.
4. Channels A-E are expected to be dry at time of construction; no in-water work is planned for this project.
5. All work shall be performed in accordance with King County’s “Best Management Practices for Maintenance of Agricultural Waterways,” the Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA) stipulations, and the King Conservation District (KCD) farm plan.
6. Spills may be spread on-site to a depth no greater than 6 inches or removed from the site and disposed of in a legal manner.
7. A pre-construction meeting, including the landowner or landowner’s representative, the maintenance contractor, a KCD employee, and a King County ADAP employee, is required prior to the start of any maintenance activities.
8. Reasonable effort shall be made to preserve native vegetation.
9. Channels have been exposed to heavy and long-term use by livestock causing bank sloughing and compaction of channel bottoms. As a result, sediment measurement results are not likely to provide an accurate estimate of the historical channel bottom. Equipment operator must monitor for and halt excavation at historical channel bottom. It is the contractor’s responsibility to ensure that maintenance dredging does not exceed historical channel extents.
10. The landowner is responsible for protecting the installed plantings from livestock grazing and all other farming activities.
11. No utilities have been located; it is the responsibility of the contractor to locate utilities.
Cross Section Legend

- Measured Water Surface
- Measured Channel Bottom
- Approximate Maintenance Dredge Depth
- Measured Depth of Sediment at Resistance

Notes:
- All channels have been exposed to heavy and long-term use by livestock causing bank sloughing and compaction of channel bottoms. As a result, sediment measurement results are not likely to provide an accurate estimate of the historical channel bottom. Equipment operator must monitor for and halt excavation at historical channel bottom.
- Width of dredging may be no greater than width of historic channel with an exception for bank stability. The slope of the channel bank may be flattened to 2:1 to improve bank stability.

All Cross Sections On This Sheet are at 1" = 25' Horizontal Scale

King County
Department of Natural Resources and Parks
Statewide Franklin Project
Franklin Channel Sections
Field Survey, Editor
Agricultural Drainage Asst. Program
Drake Project
27602 SE 440th St
Ennismore, WA 98022
Channel Cross Sections

Sheet 4 of 6
SUBJECT: Discovery Farms® Waste Storage Facilities Lower Bidding Approval

BACKGROUND

This contract bid review is for the installation of the manure bin treatments for the South Puget Sound Discovery Farms research project. In the fall of 2018 KCD was given an opportunity to partner with the American Farmland Trust (AFT), Whatcom CD and Discovery Farms Washington®, farmers in King County, and the Department of Ecology to design and participate in a Discovery Farms Research project to assess and promote the benefits of on-farm manure storage conservation practices that enhance water quality. Manure storage practices were chosen because it is one of KCD’s most commonly prescribed and funded agricultural Best Management Practices (BMPs).

The project will measure water quality data for different treatments of dry manure storage. It will compare various combinations of tarp coverings, roofs, and concrete floorings as compared to uncovered piles (controls). KCD and the Discovery Farms® Team members will oversee the installation of the different treatments. We will monitor on-the-ground water quality data associated with installed BMPs collecting data on bacteria, sediment, nitrogen, phosphorus, and other micronutrients. Once the monitoring is complete, the uncovered treatments will be roofed leaving the cooperator with a walled, padded and roofed Waste Storage Facility. The roofing of the bins will be a separate contract once the monitoring is complete. The two project sites are located on farms in the Enumclaw Plateau. Both farms are KCD cooperators currently participating in the Landowner Incentive Program (LIP) to install additional BMPs on their property.

The installation of these manure bin treatments will be funded primarily through the South Puget Sound Discovery Farms® project grant. The KCD Board approved two Waste Storage Facility cost-share contracts through the Landowner Incentive Program at the July 13th, 2020 Board Meeting. This LIP cost-share will be used to supplement the Waste Storage Facilities installation costs as needed.

SPECIAL NOTE
Actual contractor information and final bid amount will be provided at the 08/24/2020 Board Meeting. The bid deadline for contractors is 08/17/2020. At that time final bids will have been received and reviewed for completeness.

RECOMMENDATION
District staff recommends that Board approve and sign a Contract with the lowest responsible bidder to allow work to proceed for this project.

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<td>Do not complete this project.</td>
<td>This would result in project failure.</td>
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MOTION
Moved, Seconded: Passed a motion to Approve a Contract for the lowest responsible bidder for the South Puget Sound Discovery Farms® project manure treatment installation.
CONSULTANT SERVICES CONTRACT

THIS AGREEMENT is between the KING CONSERVATION DISTRICT, a municipal corporation of the State of Washington (the "District"), and

__________, (the "Consultant").

The parties agree as follows:

1. Term of Agreement. This Agreement shall be effective from and after August 25th, 2020, through October 30, 2020, unless terminated earlier pursuant to the provisions of this Agreement.

2. Scope of Work to be Performed. The Consultant shall perform the work and services described in Exhibit A. If specified in Exhibit A, the work and services shall be performed pursuant to task orders issued by the District. In the event of a conflict between Exhibit A and this Agreement, the provisions of this Agreement shall prevail.

3. Compensation and Payment.

A. Compensation. The District shall pay the Consultant for all completed work and services as provided in Exhibit B. The total amount paid under this Agreement shall not exceed ($XXXXXX plus 8.6% sales tax for a total of $XXXXXX) unless mutually agreed upon in writing by the parties.

B. Payment. The Consultant shall submit to the District at the end of each month an itemized billing statement that identifies in detail, to the reasonable satisfaction of the District, the days and hours worked and which describes the work or services performed. The District will pay the Consultant for work or services performed on or before the 15th day of the month within 45 days after receipt of an itemized billing statement, in accordance with established practices. The Consultant will provide the District with a Taxpayer Identification Number before or along with the first billing statement submitted to the District.

4. Record Keeping and Reporting. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and work or services performed under this Agreement, and any other records or reports as may be deemed necessary by the District to ensure the performance of this Agreement. These records shall be maintained for a period of six (6) years after termination of this Agreement, unless permission to destroy such records is granted by the Office of Archivist in accordance with RCW 40.14.070 and the District.

5. Audit. The Consultant shall permit the District, from time to time as the District deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at all reasonable times in King County, Washington, or at such other reasonable location as the District selects, all pertinent books and records of the Consultant to verify the accuracy of accounting records. The Consultant shall supply the District with, or shall permit the District to make, a copy of any books and records upon the District's request. The Consultant shall ensure
that the inspection, audit and copying right of the District is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work and services under this Agreement.

6. Compliance with Law.

A. General Requirement. The Consultant, at the Consultant's sole cost and expense, shall perform and comply with all applicable Federal, State, County and City laws and ordinances.

B. Discrimination. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

C. Licenses and Similar Authorizations. The Consultant, at no expense to the District, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits and similar legal authorizations.

D. Taxes. The Consultant shall pay, before delinquency, all taxes, levies and assessments arising from the Consultant's activities and undertakings under this Agreement; taxes levied on the Consultant's property, equipment and improvements; and taxes on the Consultant's interest in this Agreement and any leasehold interest deemed to have been created by this Agreement under RCW Chapter 82.29A.

7. Contractual Relationship.

A. Independent Contractor. The Consultant and District agree that the Consultant is an independent contractor with respect to work or services provided under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Consultant and the District. It is understood and agreed that the Consultant or any employee of the Consultant will not be entitled to receive any other benefits accorded District employees. The District will not be responsible for withholding or otherwise deducting federal income tax, social security, or contributing to the State Industrial Insurance Program, or in any other way assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

B. Lack of Authority. This Agreement does not constitute the Consultant as the agent or legal representative of the District for any purpose. The Consultant is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the District or to bind the District in any manner.

8. No Subcontracting or Assignment. The Consultant shall not subcontract or assign any portion of the work or services covered by this Agreement without the prior written approval of the District.
9. **Indemnification.** The Consultant shall defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers from and against all claims, injuries, damages, liabilities, losses or suits, including attorneys' fees and costs, arising out of or in connection with the performance of this Agreement, except for injuries or damages caused by the sole negligence of the District. For the purposes of this indemnification, the Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, the Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees. The provisions of this section shall survive the expiration or termination of this Agreement.

10. **Insurance.** The Consultant shall procure and maintain, for the duration of this Agreement, the following insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by the Consultant, its officers, employees, agents, representatives and subcontractors:

   A. Automobile Liability Insurance with limits no less than $1,000,000.00 combined single limit per accident for bodily injury and property damage;

   B. Commercial General Liability Insurance written on an occurrence basis with limits no less than $1,000,000.00 combined single limit per occurrence and $2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

   C. Professional Liability Insurance with limits no less than $1,000,000.00 limit per occurrence.

Before commencing work and services, the Consultant shall provide to the person identified in Section 12 a Certificate of Insurance evidencing the insurance described above. The District reserves the right to request and receive a certified copy of all required insurance policies.

Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The District shall be named as an additional insured on the Commercial General Liability Insurance policy, with regard to work and services performed by or on behalf of the Consultant, and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) shall be primary insurance with regard to the District; and (3) shall state that the District will be given 30 days prior written notice of any cancellation, suspension or material change in coverage.
11. **Ownership of Documents.** Reports, studies, plans, drawings, maps, models, specifications, computer files and other work products produced by the Consultant, except for working notes and internal documents, shall be the property of the District. The Consultant shall furnish these documents to the District upon request. The Consultant shall refer all third party requests for inspection and copying of these documents to the District which shall determine whether the documents shall be made available for inspection. Modification or re-use of any of these documents by the District following completion of the work and services under this Agreement, without the written permission of the Consultant, shall be at the District’s sole risk.

12. **Addresses for Notices and Deliverable Materials.** All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses or such other addresses as either party may, from time to time, designate in writing:

   King Conservation District  
   800 SW 39th St, Suite 150  
   Renton, WA 98057  
   Attn: Jay Mirro

13. **Amendments.** No modification or amendment of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The parties expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

14. **Binding Effect.** The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

15. **Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought under this Agreement shall be in the Superior Court for King County.

16. **Remedies Cumulative.** Rights under this Agreement are cumulative, and the failure to exercise a right on any occasion shall not operate to forfeit the right on another occasion. The use of one remedy shall not exclude or waive the right to use another.

17. **No Waiver.** No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Consultant shall not be deemed a waiver of any right or the acceptance of defective performance.

18. **Termination.**

   A. **For Cause.** Either party may terminate this Agreement where the other party fails to perform its obligations and the failure has not been corrected in a timely manner after notice of breach.

   B. **For Reasons Beyond Control of Parties.** Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond the party's reasonable control such as, but not limited to, acts of
nature; war or warlike operations; civil commotion; riot; labor disputes including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

C. Notice. Notice of termination pursuant to Subsections A and B above shall be given by the party terminating this Agreement to the other not less than 30 days prior to the effective date of termination.

19. Previous Agreements Superseded. The terms and conditions of this Agreement supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter of this Agreement.

20. Entire Agreement. This Agreement is all of the covenants, promises, agreements and conditions, either oral or written, between the parties.

CONSULTANT

By: __________________________

Date: _________________________

KING CONSERVATION DISTRICT

By: __________________________

Board of Supervisors, Chair

Date: _________________________
REQUEST FOR PROPOSALS

WASTE STORAGE STRUCTURE CONSTRUCTION
RFP: KCD AG 2020-2
DUE August 17TH, 2020

King Conservation District
800 SW 39th Street, Suite 150
Renton, WA 98057
(425) 282-1905
Email: jason.mirro@kingcd.org
Introduction

The King Conservation District is inviting proposals from qualified bidders to construct two (2) Waste Storage Structures on 2 farms in Enumclaw Washington, both sites are level and have good access. The structures to be built are as shown below, however roofs will not be built at this time. The scope of work consists of the construction by September 30th, 2020 of two concrete wall and slab installations, including all anchors and hardware for future wood structure completion. In addition the selected contractor will install 2 pre-fabricated metal carport over one half of each concrete foundation. The project will require meeting prevailing wage documentation, and is being let under the Limited Public Works process for Washington Conservation Districts with a maximum bid of $35,000. The closing date for the submission of Proposals will be at 5:00 p.m. local time on Monday, August 17, 2020.

2. Definitions

District: mean the King Conservation District

Contract: means the agreement to be entered into between the Successful Bidder and the District with respect to the delivery of construction services services. It shall be based upon this RFP, and shall include any plans and specifications and will cover all work, labour, implements and materials that could be reasonably required to properly and satisfactorily complete the project.

Proponent(s)/Bidder(s): means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.

Request for Proposal: means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the District, including any addenda or amendments made to it after initial issue.

Successful Proponent/Bidder: means the Proponent/Contractor/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the services as outlined herein.
3. Scope of Work
The Successful Bidder will:
i. Supply all services, equipment, labour, supervision, tools, and materials that are necessary for the construction of two (2) unroofed concrete wall and slab portions of the designed waste storage structure, (with all hardware for future wood structure completion as shown in plans).

ii. Install two (2) pre-fabricated carport 12' wide and 8'-10' deep covering 1 bin (1/2 of structure), on two structures per manufacturers recommendations. See Exhibit. Contractor to provide basic shop drawing for installation.

iii. Install one gutter on 1/2 of the each of the metal carport to direct water outside of the bin.

4. Submission Instructions
a. General
Each Proponent, by submitting a RFP, represents that the Proponent has read, understands and accepts the terms, conditions and specifications contained within this RFP in full. Deviations from the RFP must be clearly identified in the written submission.

This RFP document, the Bidder’s response to this solicitation and subsequent written contract to the Successful Bidder shall form the basis of the binding contract to be executed between the parties. Bidders shall enclose in their submission,

Submissions should include, but are not limited to the following:

1. Company or Personal Background
2. Experience and references
3. Completed Bid cost sheet
4. A schedule for the proposed Work to complete by September 30th 2020.

Bidders are required to submit two (2) copies, one (1) being the original signed RFP, in a sealed envelope clearly identified with Request For Proposal No. KCD AG 2020-2. Electronic submittals shall be accepted.
Submissions may be in hard copy and submitted to the following address:

King Conservation District 800
SW 39th Street # 150 Renton
WA 98057
or jason.mirro@kingcd.org

4.2 Closing Date and Time
The closing date for submission of Proposals will be at 4:00 p.m. local time Friday, July 24, 2020.
Note: Due to health concerns, No pre-bid meeting will be held, please refer to maps and online imaging for review of building sites.

i. Proposals shall be in ink, late Proposals will not be accepted;

ii. Proposals by fax will not be accepted;

iii. Partial Proposals are not accepted;

iv. Proposals via email will be accepted.
iv. The District reserves the right to accept or reject any or all Proposals;
v. The District reserves the right to modify any and all requirements stated in the RFP at any
time prior to the possible awarding of the Contract.
vi. The lowest priced proposal will not necessarily be accepted;
vii. The District reserves the right to enter into negotiations with a contractor and any changes
to the Proposal that are acceptable to both parties will be binding.
viii. The Proposals shall be valid for sixty (60) days from submission date.
ix. The District reserves the right to request interested parties to:
a. Address specific requirements not adequately covered in their initial RFP submission
b. Clarify information in the response
x. The Successful Proponent must provide Insurance Certificates with the District
named as an additional insured.

4.3 Questions
Any administrative questions with respect to the RFP are to be directed to:
Jay Mirro
Senior Resource Specialist
Rural Land Stewardship

O: 425-282-1905
C: 425-773-8097
jason.mirro@kingcd.org

For technical questions you may contact District Engineer Peter Landry, P.E.
E-mail: pete.landry@kingcd.org phone (425) 529-4813

4.4 Addendum
Any changes to this RFP, prior to the proposal closing will be issued as an addendum. The District will
assume no responsibility for oral instruction or suggestions. No addendum(s) will be issued within 48 hours
prior to bid closing. All addendum(s) become part of the bid documents and must be acknowledged and/or
submitted as instructed with the proposal.

4.5 Bidder Expense
Any expenses incurred by the Bidder in the preparation of the Proposal submission are entirely the
responsibility of the Bidder and will not be charged to the District.

4.6 Indemnity
The Successful Proponent shall indemnify and hold the District harmless from and against any
liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly
or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by
the Bidder, it’s agents, officers, employees or other persons for whom the Bidder is legally responsible.

4.7 Examination of Request for Proposal Documents
Each Bidder must satisfy himself/herself by a personal study of the RFP documents. There will be no
consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to
the conditions imposed by this RFP.
No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission.

5. Evaluation of Contract
Proposals will be evaluated on the basis of:
i. Degree to which the requirements described in this RFP are met
ii. Quality of references
iii. Qualifications and experience of contractor
iv. Project budget and timeline (Sept 30th 2020)
v. Other criteria as deemed appropriate.

6. General Terms and Conditions: In the event of a dispute AIA General Provisions will be used for reference.
Work shall meet 2018 IBC standards. The following conditions apply to this bid:

- Prevailing Wage Documentation Required
- No bid bond required
- No performance bond required
- Standard State retainage applies

6.1 Non Collusion
A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the District discovers there has been a breach of this requirement at any time, the District reserves the right to disqualify the Proposal or terminate any ensuing Contract. Proponents may utilize one subcontractor.

6.2 Health and Safety Requirements
All work performed under the Contract must be carried out in accordance with the terms and conditions of OSHA and WSHA rules and must adhere to all supplemental health guidelines from local and state officials including COVID 19 regulations and recommendations. The Bidder shall ensure that any employees, agents, or others for whom it is at law

The District shall not be held liable for any errors and/or omissions in any part of this RFP. While the District has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Bidders from their own opinions and conclusions with respect to the matters addressed in the RFP.
6.3 Proposal Award Procedures
Unless stated otherwise, the following procedures will apply;

- The District will notify the successful Bidder of the award within sixty (14) calendar days of the proposal closing.
- Notice of acceptance of proposal will be by telephone and by written notice.
- Immediately after acceptance of the Proposal by the District, the Successful Bidder shall provide the District with the certificate of insurance, if required, and any other required documents within seven (7) calendar days of the date of notification of acceptance and award.
- The District reserves the right to not award to any Bidder upon completion of this RFP process.

6.4 Payment
The normal terms of payment for the District will be net thirty (30) calendar days. Invoices for such services shall be forwarded to the District office for processing.

6.5 Assignment of Contract
The Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the District’s officials, which consent shall not be unreasonably withheld.

6.6 Extra Work
No work shall be regarded as extra work, unless it is ordered in writing by the District and with the agreed price for the same specified is said order, provided said price is not otherwise determined by the Proposal.

6.7 Cancellation
The District reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items such as non-performance, etc.
If the successful Bidder should neglect to execute the work properly, or fail to perform any provision of this Award, the District, after three (3) business days written notice to the Successful Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Bidder. Continued failure of the successful Bidder to execute the work properly shall result in a termination of Contract. The District shall provide written notice of termination.
7. Bid Form

a. Company Address and Contact Information (add subcontractor information if applicable)
Please complete the following information and submit this section in the proposal submission package.

Name of Proponent:  
Mailing Address:  
Contractor Registration #:  
Telephone #:  
Contact Name Position Title:  

Subcontractor:
Mailing Address:  
Subcontractor Registration #:  
Telephone #:  
Contact Name Position Title:  

7.1 Costs

Supply all services, equipment, labour, supervision, tools, and materials that are necessary for the construction of waste storage Structures:

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Number of Structures</th>
<th>Cost Per Structure</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation: Concrete Slab, Walls, and apron</td>
<td>(2)</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>Prefab Steel Carport: 12' wide 8-10' deep</td>
<td>(2)</td>
<td>$_______</td>
<td>$_______</td>
</tr>
<tr>
<td>Mobilization Site 1</td>
<td></td>
<td>$_______</td>
<td></td>
</tr>
<tr>
<td>Mobilization Site 2</td>
<td></td>
<td>$_______</td>
<td></td>
</tr>
</tbody>
</table>

Total Bid Price ...........................................................................................................$_______  
max $35,000

7.2 Acknowledgement of documents received by Proponents and agreement to terms and conditions:

I ___________________________ the undersigned, hereby declare and acknowledge:
That I have examined the documentation and information contained in this RFP, appendices (if applicable) and accompanying documents (if applicable);
That I declare that no person, firm, corporation, or other organization other than disclosed herein has any interest in this proposal, or any contact which may result;
That this proposal is made by the undersigned without collusion or fraud with any other entity;
That all statements in this proposal are true and accurate in all respects;
That full disclosure has been made of any conflict of interest or potential conflict of interest;
That Addenda No. ___ to ____ inclusive (if applicable) have been reviewed by me and form part
and parcel of the RFP;
That my/our proposal is irrevocable after the close of proposal submissions for a period of not
less than sixty (60) calendar days from that date.
Executed by me/us this ___________ day of _____________, 2020.
Authorized signing officer(s)/ person(s):

Print Name Signature  _______________________________ Date ________


AGRICULTURAL STORAGE SHED

Plan 'A' 9'-6" x 20'-0"

PROJECT DATA

BUILDING AREA:
GROSS: 3900 SF
COVERED: 3900 SF

CONSTRUCTION SUMMARY:
CONSTRUCTION TYPE: 3 OCCUPANCY/WOOD FRAMED
OCCUPANCY GROUP: 1 - STORAGE
APPLICATIONS: BC-018
SCHEDULE: Conservation Practice Standard
ISD: 20-AG-000000000000000000

STRUCTURAL DATA

VERTICAL DESIGN LOADS (ROOF):
ROOF LOAD (LOAD): 30 PFS
ROOF UNLOAD: 20 PFS

VERTICAL DESIGN LOADS (WALLS):
EXTERIOR WALL (LOAD): 13 PFS
EXTERIOR WALL (LOAD): 20 PFS
INTERIOR WALL (LOAD): 10 PFS

LATERAL DESIGN LOADS (WIND):
WHO-WH (LOAD): 200 MPH
WHO-WH (UNLOAD): 100 MPH

LATERAL DESIGN LOADS (SEISMIC):
SEISMIC DESIGN CATEGORY (BC-1410ALI): 3
SEISMIC DESIGN CATEGORY (BC-1410ALI): 2
SEISMIC DESIGN CATEGORY (BC-1410ALI): 1
SEISMIC DESIGN CATEGORY (BC-1410ALI): 0

SOIL DESIGN CRITERIA:
SOLAR PAINAGE: 2000 PSF
SOLAR PAINAGE (SHORT TERM): 2000 PSF
SOLAR PAINAGE (LONG TERM): 2000 PSF
SOLAR PAINAGE (COMPENSATION): 2000 PSF

SOIL FRICTION FACTOR: 0.30
SANDSTONE COMPRESSIVE STRENGTH (PSI): 3300 PSF AT 28 DAYS

Architect: Bitcoin Design, Inc.
Interior: BCT Conservation District
Plan: Agricultural Shed
Design: SI00121
Contractor: SI0, DH
Date: May 15, 2020
Cover: Cover

Sheet Index

Architectural Drawings:
C.0.0 CODE INLAYS
C.1.0 CODE SUMMARY
A.1.1 PLANS
A.1.2 ELEVATIONS
A.1.3 WALL SECTIONS and DETAILS
A.1.4 BUILDING SECTIONS and DETAILS
A.1.5 INTERIOR Finishes
A.1.6 INTERIOR Finishes
A.1.7 INTERIOR Finishes
A.1.8 INTERIOR Finishes
A.1.9 INTERIOR Finishes
A.1.10 INTERIOR Finishes
CODE SUMMARY

The following code summary is intended as a guide and not a rule. The information below has been compiled from multiple building codes across the state of Washington. Please consult local building codes prior to planning and construction. Sketches are considered accessory structures and must adhere to local building codes. The documentation of the unincorporated ground follows the current IRC 2018.

Accessory Structures

Accessory structures are detached buildings accessory to and associated with a single-family house or structures on a site less than 20,000 square feet. Examples include tool sheds, storage sheds, garden sheds, detached garages and detached garages are not incorporated into a detached structure. Lots greater than 20,000 square feet must meet standard setbacks for the underlying zone.

Where can my structure be located?

The structure must be located at least 15 feet from a street right-of-way, access easement, or property line. The structure must comply with the front and side setback requirements for the primary structure and must maintain a 5-foot setback from the rear property line.

Exception: An accessory structure may be built in a side or rear property line if:

1. A written mutual agreement of the subdividing property owners is recorded with King County and the City Clerk.
2. The structure does not exceed 10' in height.
3. The structure does not occupy more than 50% of the required setback area.
4. The structure will not be located within 10' of a street right-of-way, access easement, or private road.
5. The structure must comply with applicable sections of the construction codes.
6. The structure must meet all requirements for building, fire, and mechanical codes.
7. The structure will not be located within an area set aside for fire protection, as well as restrictions on projections.
8. The structure may be located within a setback of a existing structure.
9. The structure may be located within a setback of a existing structure.

In most cases, accessory structures may not be built over utility easements (e.g., power, water, sanitary sewer, storm sewer, telecommunications) without written permission from the owner of the easement. If you have easements on your property, you should consult with your utility provider to see what allowances and restrictions apply.

Note: The construction code, as adopted by the city, contains additional fire protection requirements that apply to some structures constructed with a side or rear-yard setback. Consult with the Building Inspector to make sure your structure meets these requirements.

How much area can my structure cover?

The structure may cover up to 10% of your lot, and must be located in the portion of the lot that is zoned for that structure. The maximum height of the structure may be limited by the height of the existing building.

Example: The maximum height of the structure may be limited to 15 feet above the ground surface. This includes any existing structures on the site.

Note: The construction code, as adopted by the city, contains additional fire protection requirements that apply to some structures constructed with a side or rear-yard setback. Consult with the Building Inspector to make sure your structure meets these requirements.

How tall can my structure be?

Accessory structures are generally limited to 10' in height. Exception: The 10' height may be increased to the maximum height allowed in your district.

1. The structure will not be located within a required setback.
2. A written mutual agreement of all subdividing property owners is recorded with King County and the City Clerk.

When is a building permit required?

The International Building Code exempts certain structures from needing a building permit if they are less than 200 square feet. Examples include tool sheds, storage sheds, garden sheds, detached garages, and detached garages. Lots greater than 20,000 square feet must meet standard setbacks for the underlying zone.

You may not need a permit to build a shed if it meets all of these criteria:

1. The building or structure is not attached to any existing building.
2. The building or structure is not connected to any existing building.
3. The building or structure is not attached to any existing building.
4. The building or structure is not attached to any existing building.
5. The building or structure is not attached to any existing building.
6. The building or structure is not attached to any existing building.
7. The building or structure is not attached to any existing building.
8. The building or structure is not attached to any existing building.
9. The building or structure is not attached to any existing building.
10. The building or structure is not attached to any existing building.

In most cases, accessory structures may not be built over utility easements (e.g., power, water, sanitary sewer, storm sewer, telecommunications) without written permission from the owner of the easement. If you have easements on your property, you should consult with your utility provider to see what allowances and restrictions apply.

Note: The construction code, as adopted by the city, contains additional fire protection requirements that apply to some structures constructed with a side or rear-yard setback. Consult with the Building Inspector to make sure your structure meets these requirements.

Research the Code

Whether or not you need a permit, you must meet all code requirements when building your shed, including the building, fire, and mechanical codes. Consult with your utility provider to see what allowances and restrictions apply.

When planning your shed, be sure to check the building, fire, and mechanical codes. Consult with your utility provider to see what allowances and restrictions apply.

Note: The construction code, as adopted by the city, contains additional fire protection requirements that apply to some structures constructed with a side or rear-yard setback. Consult with the Building Inspector to make sure your structure meets these requirements.

How tall can my structure be?

Accessory structures are generally limited to 10' in height. Exception: The 10' height may be increased to the maximum height allowed in your district.

1. The structure will not be located within a required setback.
2. A written mutual agreement of all subdividing property owners is recorded with King County and the City Clerk.
H1 - Refers/Cables

H2.5A

LRU

Detail (Instructions)

Detail (Instructions)

Detail Alternative (Instructions)

Detail (Instructions)

1
2
3
4

N.T.S
N.T.S
N.T.S
N.T.S

A4.4
A4.4
A4.4
A4.4
**SPECIFICATIONS**

**GALVANIZED STEEL T-METAL**

26 Gauge Galvanized Steel - 180. Length - 84" glass paneled color matching overhang.

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**CAUTION**

Wearing should grade is inherently dangerous, be aware that user is production equipment may be present.

When working with power tools and sharp metal, gloves and eye protection are absolutely required.

These instructions apply to the installation as per project specifications. To meet installation and safety standards as indicated, please ensure to follow manufacturer's instructions and adhere to all local and federal building codes.

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**Detail (Instructions)**

A4.8
NOTE: See Detail 2 page A3.1 in architect plans for complete wall specifications
SUBJECT: Regional Food System Program- Farmland Access Initiative Request for Proposals (RFP)

This Initiative is one of the four identified in KCD’s current ILA as a core part of the Regional Food System Program. This brief gives a brief overview of the Regional Food System program and lays out how KCD has invested in this work in the past and had developed the proposed scope of work and budget as described in the attached RFP.

With Board support, The King Conservation District (KCD) seeks to identify a qualified consultant or team of consultants to lead and manage a comprehensive farmland access program in King County. This program will coordinate current service providers to assist farmers in accessing land opportunities and connecting to technical assistance to get farmland into production.

FISCAL IMPACT

This project is one of the four strategic initiative projects that are planned and budgeted for in the KCD-KC Inter Local Agreement (ILA) within the Regional Food System Program. Total funding for the four project areas is budgeted in the ILA at $600,000 per year for the term of the ILA. This project is budgeted at $150,000 this year, with the option for renewal each year.

STAKEHOLDER INTERESTS

- Staff and board members of the King Conservation District
- Regional Food System Stakeholders
- King County Local Food Initiative and Kitchen Cabinet

BACKGROUND

In 2015, the King Conservation District established the Regional Food System Program based on the King County Kitchen Cabinet and the Puget Sound Regional Council action plans, and engagement with a wide range of local food system advisors. The program offers annual competitive grants, and longer term sustained strategic investments, to support the Executive’s Local Food Initiative.

Regional Food System Program Overview
King Conservation District Board of Supervisors Meeting  
Agenda Action Briefing/Report  
Meeting Date: August 24, 2020

Major gaps in our region’s food system were identified by the King County Kitchen Cabinet in 2014 in their Local Food Initiative. More support is needed in the production, distribution, processing, and storage of locally raised farm products. Significant barriers to land, capital, equipment, and markets prevent new farmers from starting farms and existing farmers from scaling up to a sustainable level.

King Conservation District’s Regional Food System program supports efforts across King County to develop a food system that is sustainable, resilient, and equitable. Through a combination of grants and strategic initiatives, KCD focuses on improving production, consumer demand, and equitable access to healthy, local food.

Looking Forward

Since 2015, KCD has funded successful start-up farm cooperatives, community-based site redevelopments, expanded organizational capacity and other grassroots tools for improving the food system.

In 2019, KCD sought extensive stakeholder input from regional food system stakeholders, the King County Local Food Initiative team, and farmers across the region. This input was distilled, vetted, and ultimately incorporated in KCD’s current five year Inter Local Agreement. The Regional Food System Program described in the ILA identifies four primary areas for Strategic Initiative investments over the next 5 years:

- **Working Farmland Access** - connecting future farmers to land.
- **Farmer Technical Assistance Coordination** - such as agronomic, business planning, conservation, education coordination, food safety.
- **Consumer Demand** - such as institutional purchasing, direct market support, buy local campaign.
- **Infrastructure Support** - including shared processing, packing, storage, refrigeration, as well as access to loans for farm structures and equipment, and associated assessments for regional infrastructure needs.

Project Focus

This Project Scope and Budget is focused on the Working Farmland Access Strategic Initiative area.

Since 2018, the King Conservation District has been investing in coordinated efforts focused on help farmers better access farmland. Work includes maintaining formal coordinate between agencies and non-profits, helping landowners ready underutilized farmland for production, supporting new and beginning farmers in their unique journeys to establish/expand successful farm
businesses, and facilitating lasting land matches. This work requires partners to work closely with participants to understand unique barriers to advancing goals and making matches. They assemble project teams offering tailored technical assistance, training, and access to cost-sharing resources to support participants and move matches forward.

KCD Funding the work in 2018-2020 through Regional Food System competitive grant awards.

In 2020, the District staff partnered with current Farmland Access partners to develop a multiyear strategic plan for getting results towards the regional farmland access goals. This work resulted in a work plan that was used to build out the scope of work and budget in the attached RFP.

The ultimate goal of this work is to facilitate matches to bring more land into production and to increase the number of farmers farming in King County. The current work includes focus on developing a replicable, alternative land tenure model, and a new framework for succession planning.

EFFECTIVE DATE: ____________, 2020

RECOMMENDATION

Staff recommend that the Board support the Farmland Access project as scoped and release the attached RFP to seek a firm to lead and manage the associated scope of work.

MOTION

_____ Moved, _____ Seconded; Motion to direct KCD Staff to release RFP for a Farmland Access strategic initiative.
REQUEST FOR PROPOSALS

Regional Food System Program: Farmland Access Strategic Initiative Project

Released: September 15th, 2020
Written questions deadline: September 21st, 2020
Response Deadline: October 8th, 2020
Submit Electronically to: Joshua.monaghan@kingcd.org

Director
Joshua Monaghan
(425) 773-5648
Joshua.monaghan@kingcd.org

Program Manager
Mary Embleton
(425) 282-1958
mary.embleton@kingcd.org

Purpose of RFP:
The King Conservation District (KCD) seeks to identify a qualified consultant or team of consultants to lead and manage a comprehensive farmland access program in King County. This program will coordinate current service providers to assist farmers in accessing land opportunities and connecting to technical assistance to get farmland into production.

Proposals are requested from a consultant qualified to lead and manager a farmland access technical assistance partnership that assists farmers and landowners connect to increase the number of farms and the number of acres in food production in King County (Goals identified in the King County Local Food Initiative). Consultants should also be prepared to provide these services in line with King Conservation Districts Equity and Social Justice Goals.

SECTION 1: INSTRUCTION TO BIDDERS

1.1 Proposal Submission
To be considered for this RFP, Proposers must follow the directions presented in this RFP, must submit a proposal packet no later than 5:00 p.m. on October 1st, 2020, and include the following:
1.2 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions regarding this RFP must be submitted in writing, and are due via email to Joshua.monaghan@kingcd.org no later than September 21st.

1.3 Proposal Content Requirements

The proposal shall be submitted electronically and contain the following items:

A. A complete RFP package in pdf format.
B. A Word file for the narrative and scope portions of the RFP.
C. An Excel file including the budget pages in the RFP packet.

SECTION 2: PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 General Approach

The King Conservation District to select a consultant based on the terms, conditions, and attachments set forth in this RFP. Proposers may be individual firms or teams as appropriate to meet the specific needs of the project. Proposers are solely responsible for all costs incurred in the development and submission of the response statement to this RFP or for any subsequent requirements of the consultant selection or contract negotiation process. All materials submitted in response to this RFP become the property of the King Conservation District.

2.2 Selection Panel

The selection panel will consist of King Conservation District staff members. Other evaluators may be included at the discretion of the district (e.g., Board of Supervisors, representatives from partner agencies and organizations, homeowners with stream/wetland areas). The panel will rate the applicants and recommend selection for the King Conservation District’s board approval based on the ratings from the written proposals and interviews, if conducted.

2.3 Selection Process

Proposals due, no later than 5:00 p.m. on October 1st.

Step 1
Evaluation of the written statements of qualifications (SOQ) submitted by each Proposer, resulting in a short-listing of Proposals which will be ranked and may be invited to an interview if deemed necessary.

Step 2
If interviews are conducted, and Proposers will be evaluated and ranked on the interview.

Step 3
The KCD’s evaluation team will recommend the top ranked candidate to Board of Supervisors to obtain approval to begin negotiations and if successful, to enter into an agreement with the selected Proposer. If the selected Proposer and the KCD are unable to agree on the final scope and fee for
the design services for the contract, the KCD reserves the right to terminate the negotiations with the selected Proposer and initiate contract negotiations with the next highest rated Proposer.

2.4 Evaluation Criteria

A. Written Evaluation of Proposals

Each proposal will be evaluated and given a score based upon the quality of response to each of the following topic areas.

<table>
<thead>
<tr>
<th>Organization and Management Approach</th>
<th>15 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Composition of the team, responsibilities and skills of each team member, and appropriateness of the team’s experience related to the Scope of Work.</td>
<td></td>
</tr>
<tr>
<td>2. Team’s experience working together and ability to coordinate efficient and effective delivery of work products.</td>
<td></td>
</tr>
<tr>
<td>3. Demonstrated understanding of an effective relationship with a client such as King Conservation District.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qualifications and Related Experience</th>
<th>40 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demonstrated experience leading and managing a collaborative team with technical assistance providers from multiple partners (agencies, non-profits) focused on new farmer technical assistance and land access.</td>
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<tr>
<td>2. Demonstrated experience facilitating communication between farmers and landowners (with a wide variety of backgrounds and a range of interests, skills, and abilities) towards the goal of increasing acres of farmland in food production.</td>
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<tr>
<td>3. Demonstrated familiarity with and understanding of land access and land tenure laws and legal instruments.</td>
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<tr>
<td>4. Experience within the team that reflects community relationships to enable the implementation of King Conservation District’s equity and social justice goals.</td>
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<tr>
<td>5. Demonstrated experience engaging with multilingual and multicultural farming communities.</td>
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<tr>
<td>6. Demonstrated experience and ability to conduct outcomes-based program evaluation and adapt services to improve results. Feasible and practical evaluation methodology that matches audience type and program goals should be used to measure program results.</td>
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</tr>
<tr>
<td>7. Demonstrated experience coordinating programs of size and budget similar to those described in this RFP.</td>
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<table>
<thead>
<tr>
<th>Approach to Scope of Work</th>
<th>35 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demonstrated expertise, creativity, and effectiveness in proposed approach to Scope of Work and in approach to ensuring participation by farmers, farmer cooperatives, farmland seekers, and farmland owners.</td>
<td></td>
</tr>
<tr>
<td>2. Demonstrated understanding of King Conservation District’s Equity and Social Justice goals</td>
<td></td>
</tr>
</tbody>
</table>
3. Demonstrated understanding of program goals and how to work effectively with all members of the farmland services partnership in King County, including agencies, non-profits, farmers and landowners.
4. Demonstrated understanding of barriers, needs and opportunities associated with both farmers seeking new and with farmland owners and managers.
5. Demonstrated understanding of how to provide assistance to farmers on land access, tenure and food production that will result in both increased farms in King County and increased farmland in production.

### Cost Estimates

1. Appropriate allocation of hours and expenses for each task.
2. Clarity and completeness of pricing structure, fees, overhead, profit, hourly rates.
3. Value provided to King Conservation District related to other proposals and similar work done in the region.

**Cost Estimates Score: 20 points**

### Overall Proposal

- Concise, clearly written and complete or thorough proposal, prepared as instructed.

**Overall Proposal Score: 40 points**

**Maximum Written Proposal Score: 120 points**

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### B. Oral Interviews (Optional)

If an award is not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked proposers. Final award would then be made based on the sum total of the written evaluation and oral interview scores.

### Expertise and Technical Capabilities

1. Demonstrated knowledge and understanding regarding providing farmland access coordination and assistance services described in this RFP.
2. Demonstrated understanding of an appropriate client relationship.
3. Demonstrated capacity and experience to handle all aspects of the Scope of Work described in this RFP.

**Expertise and Technical Capabilities Score: 20 points**

### General Presentation

1. Demonstrated clarity in approach to scope.
2. Demonstrated ability to present information and suitable technical capabilities.
3. Demonstrated ability to respond to questions, level of knowledge and appropriateness of response.

**General Presentation Score: 20 points**

**Maximum Oral Presentation Score: 40 points**

**MAXIMUM POSSIBLE SCORE (if interviews conducted): 160 points**

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**SECTION 3: PROJECT SPECIFICATIONS AND SCOPE OF WORK**

King Conservation District Regional Food System- Farmland Access Project RFQ
3.1 General Information

A. Project Background

The King Conservation District is a non-regulatory special purpose district that provides education, technical services, and financial assistance to landowners and homeowners in King County. Our mission is to promote the sustainable use of natural resources through responsible stewardship. Our purpose is to protect water quality, conserve soil, protect and enhance fish and wildlife habitat, and promote retention of and economic viability of working agricultural and forest lands.

In 2015, the King Conservation District established the Regional Food System Program based on the King County Kitchen Cabinet and the Puget Sound Regional Council action plans, and engagement with a wide range of local food system advisors. The program offers annual competitive grants, and longer term sustained strategic investments, to support the Executive’s Local Food Initiative.

Regional Food System Program Overview

Major gaps in our region’s food system were identified by the King County Kitchen Cabinet in 2014 in their Local Food Initiative. More support is needed in the production, distribution, processing, and storage of locally raised farm products. Significant barriers to land, capital, equipment, and markets prevent new farmers from starting farms and existing farmers from scaling up to a sustainable level.

King Conservation District’s Regional Food System program supports efforts across King County to develop a food system that is sustainable, resilient, and equitable. Through a combination of grants and strategic initiatives, KCD focuses on improving production, consumer demand, and equitable access to healthy, local food.

Looking Forward

Since 2015, KCD has funded successful start-up farm cooperatives, community-based site redevelopments, expanded organizational capacity and other grass-roots tools for improving the food system. Through that process, KCD and its food system working group of external partners have identified four primary areas for Strategic Initiative Investments over the next 5 years:

- Working Farmland Access - connecting future farmers to land.
- Farmer Technical Assistance Coordination - such as agronomic, business planning, conservation, education coordination, food safety.
- Consumer Demand - such as institutional purchasing, direct market support, buy local campaign.
- Infrastructure Support - including shared processing, packing, storage, refrigeration, as well as access to loans for farm structures and equipment, and associated assessments for regional infrastructure needs.

B. Project Focus

This RFP is focused on the Working Farmland Access Strategic Initiative area.

Since 2018, the King Conservation District has been investing in coordinated efforts to help farmers better access farmland. Work includes maintaining formal coordinate between agencies and non-profits, helping landowners ready underutilized farmland for production, supporting new and
beginning farmers in their unique journeys to establish/expand successful farm businesses, and facilitating lasting land matches. This work requires partners to work closely with participants to understand unique barriers to advancing goals and making matches. They assemble project teams offering tailored technical assistance, training, and access to cost-sharing resources to support participants and move matches forward.

The ultimate goal of this work is to facilitate matches to bring more land into production and to increase the number of farmers farming in King County. The current work includes focus on developing a replicable, alternative land tenure model, and a new framework for succession planning.

3.2 Scope of Services

A. Overview of Services Requested

The KCD is soliciting firm or team of firms to manage a comprehensive farmland access program in King County to coordinate current service providers to assist farmers in accessing land opportunities and connecting to technical assistance to get farmland into production.

A comprehensive land access program that fits the unique needs of King County, would consist of the following tasks:

<table>
<thead>
<tr>
<th>Task 1: Partnership Administration and Coordination</th>
<th>Task 2: Assist farmers in accessing land opportunities and maximizing property potential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Convene the partnership at large *Ensure that organizational and agency membership reflects the racial, scale, and geographic diversity of the farming community in King County (throughout the partnership, but particularly at decision-making levels) *Cultivate relationship building between member organizations *Manage internal and external communications *Coordinate logistics for meetings, trainings, and events</td>
<td>Outcome: Farmer and landowner-focused agencies are working in tandem to provide services in King County via a comprehensive land access program *Coordinated Theory of Change and work plan for land access and farmer training organizations *Qualitative and quantitative data can be leveraged towards identifying gaps in resources and emerging needs and creating solutions</td>
</tr>
<tr>
<td>Lead Partnership planning efforts and conduct regular evaluation *Lead strategic and annual planning for the collaborative effort to ensure alignment *Design and implement data collection methods *Evaluate progress and impact</td>
<td>Outcomes: *Increased knowledge about issues and solutions in land access Measure: Opportunities to learn from other regional partnerships doing work in this sphere</td>
</tr>
<tr>
<td>Foster opportunities for professional development, resource and information sharing *Facilitate opportunities for organizational member staff to increase their knowledge about issues, policies, and new solutions that impact land access</td>
<td></td>
</tr>
<tr>
<td>Provide technical assistance for farmers/farmer cooperatives/land-seeking organizations</td>
<td>* Coordinate collaboration of essential service providers * Broker and connect farmers with needed services and resources * Provide navigation of laws, rules and regulations * Develop community advocate program to ensure culturally competent support for New American farmers and farmers of color. * Track progress and advocate for farmers navigating land access barriers</td>
</tr>
<tr>
<td>Leverage land matching programs to support farmers in attaining their land goals</td>
<td>Work with farmers/farmer cooperatives/land-seeking organizations to: * Clarify land acquisition goals * Identify priorities for suitable land * Connect with landowners about opportunities * Understand financing options and financial readiness * Recognize equitable farmland leases * Complete due diligence on specific farm properties</td>
</tr>
<tr>
<td>Offer farmer training curriculum</td>
<td>* Leverage available land access curriculum to host coordinated schedule of farmer trainings * Offer trainer training opportunities to member organizations</td>
</tr>
<tr>
<td><strong>Task 3: Assist landowners and land managers with getting land into production</strong></td>
<td>Provide technical assistance for landowners/managers</td>
</tr>
<tr>
<td>Leverage land matching programs to support landowners finding farm tenants/buyers</td>
<td>Work with landowners to: * Clarify land goals * Identify barriers to food production * Connect with service providers and resources</td>
</tr>
<tr>
<td><strong>Task 4: Research, develop, and pilot creative solutions to land access barriers</strong></td>
<td>Develop and trial succession planning/generational transition programming</td>
</tr>
</tbody>
</table>

*Research success program models in other regions * Identify potential partner organizations that could help meet the need locally * Develop programming for King County
| Develop and trial cooperative farming and alternative land tenure models | *Pilot the model  
*Research successful cooperative and collaborative farming models in other regions  
*Provide information and technical assistance for implementation of collective tenure models for farmers | Measures:  
*Number of properties successfully transitioned  
*Number of retiring farmers supported | Outcome:  
*Tenure models are creative and responsive  
*Number of farming cooperatives created  
*Number of models researched  
*Number of models implemented |
| Develop and trial creative and responsive financing models | *Research alternative financing models  
*Select one or more strategies most applicable to local needs, opportunities and barriers to trial in King County  
*Provide information, technical assistance, and examples of creative financing models to farmers | Outcome:  
*Gaps in financial services are filled by partners or other service providers  
*Numbers of models researched  
*Number of models trialed  
*Number of service providers and potential new partners consulted |

### 3.3 Other Consultant Responsibilities

The consultant shall manage the contract so that all tasks are met and contract terms and conditions are satisfied within the given budget and schedule. The consultant shall ensure that the King Conservation District Program Manager is informed in a timely manner about the status of contract deliverables.

The consultant shall submit invoices not more frequently than monthly. Invoices shall be itemized with subtotals. Task hours shall be billed in quarter hour increments, and hours itemized by staff and billing rate.

### 3.4 Time of Performance

The anticipated contract term will be from January 1, 2021 through December 31, 2021. The contract period may be extended in increments of one (1) year for up to a total of four (4) additional years in accordance with the King Conservation District’s (KCD) best interest and at the sole option of the KCD.

### 3.5 Budget

The total budget for the one-year contract is expected to be $150,000. The District anticipates a similar yearly funding level in the future, budget permitting.

### 3.6 Consultant Qualifications

The King Conservation District desires a consultant team with experience and expertise in:

1. Leading and managing a collaborative team with technical assistance providers from multiple partners (agencies, non-profits) focused on new farmer technical assistance and land access.
2. Facilitating communication between farmers and landowners (with a wide variety of backgrounds and a range of interests, skills, and abilities) towards the goal of increasing acres of farmland in food production.
3. Land access and land tenure laws and legal instruments.
4. Integrating diversity, equity, and social justice goals in programming and goal setting.
5. Engaging with multilingual and multicultural farming communities.
6. Conducting outcomes-based program evaluation and adapt services to improve results. Feasible and practical evaluation methodology that matches audience type and program goals should be used to measure program results.
7. Coordinating programs of size and budget similar to those described in this RFP.
8. Strategic Planning

3.7 Format for Responses
Limit the proposal to 10 pages of text, with consecutively numbered pages, and using 11-pt. type or larger. The cover letter, table of contents, budget and appendices are not included in the 10-page limit. All pages shall be numbered, including resumes and appendices, and listed in a table of contents. Proposals shall contain and be organized in the following format:

A. Cover Letter with Proposers signature: Include the name, phone number and email of a contact person. The cover letter shall be no longer than one single-sided page.

B. Table of Contents: Include all appendices

C. Written Proposal (limit to 10 pages)

I. Organization and Management
Description of your proposed project team, including the following:

1. Composition of the team, including principals, staff, and any sub-consultants, with responsibilities, skills, area of expertise and years of experience for each team member; appropriateness of the team’s experience related to the Scope of Work; and an organization chart of the team.
2. Team’s experience working together and ability to coordinate efficient and effective delivery of work products.
4. Demonstrated understanding of an effective relationship with a client such as King Conservation District.

II. Qualifications and Related Experience
Describe at least three projects relevant to the Scope of Work which your organization or team members have implemented that demonstrate:

1. Experience leading and managing a collaborative team with technical assistance providers from multiple partners (agencies, non-profits) focused on new farmer technical assistance and land access.
2. Experience facilitating communication between farmers and landowners (with a wide variety of backgrounds and a range of interests, skills, and abilities) towards the goal of increasing acres of farmland in food production.
3. Familiarity with and understanding of land access and land tenure laws and legal instruments.
4. Experience within the team that reflects community relationships to enable the implementation of King Conservation District’s equity and social justice goals.
5. Experience engaging with multilingual and multicultural farming communities.
6. Experience and ability to conduct outcomes-based program evaluation and adapt services to improve results. Feasible and practical evaluation methodology that matches audience type and program goals should be used to measure program results.
7. Experience coordinating programs of size and budget similar to those described in this RFP.

For each project, include the following information:

- Name of the client, whether the proposer was the prime or the sub-consultant, the total fee, contract completion date, proposer’s project manager and client contact information.
- A brief description of the project, including goals, objectives and strategy.
- How the results were measured.
- Include work samples of relevant materials developed by yourself or personnel that are proposed to work on this contract. Work samples should be marked “Work Samples” and labeled with the project title, client name, name of team member who completed the work, and the type of work they performed (e.g., “graphic design”). Please limit Work Samples to TWO per example project. Attach all work samples in the appendices section. The page limit for related project experience does not apply to work samples.

III. Approach to Scope of Work
In this section, the proposer shall provide a vision and describe a methodology for carrying out the programs described in the Scope of Work of this RFQ and demonstrate the following:

1. Expertise, creativity, and effectiveness in proposed approach to Scope of Work and in approach to ensuring participation by farmers, farmer cooperatives, farmland seekers, and farmland owners.
2. Understanding of King County’s six goal areas in the Equity and Social Justice Strategic Plan, with specific attention on how this body of work can help fulfill the XXXXXXXXXXXX goal areas.
3. Understanding of program goals and how to work effectively with all members of the farmland services partnership in King County, including agencies, non-profits, farmers and landowners.
4. Understanding of barriers, needs and opportunities associated with both farmers seeking new and with farmland owners and managers.
5. Understanding of how to provide assistance to farmers on land access, tenure and food production that will result in both increased farms in King County and increased farmland in production.

This section of the proposal shall include the following:
- Your vision of the project
- Specify how you will work with a collaborative partnership of agencies and non-provides to lead, manage and deliver farmland access services with farmers and landowners that will increase the number of King County farmers and increase the acres of farmland in food production.
- Methods you would use, including partnerships with other agencies, to accomplish the work and meet project goals
- Measurements of success or effectiveness for the project.

D. Proposed Budget (2-page maximum)

Proposals shall include the proposer’s budget by task, the names of assigned team members assigned to each task (where known or appropriate), each team member’s labor rate (including overhead and profit) or direct payroll costs, and the number of hours to be spent on each task by each team member. Budgets should include:

1. Appropriate allocation of hours and expenses for each task.
2. Clarity and completeness of pricing structure, fees, overhead, profit, hourly rates.
3. Value provided to King Conservation District related to other proposals and similar work done in the region.

E. Appendices

1. Resume: Submit one-page resume for each proposed team member in a key role, including the prime and sub-consultants. The resumes shall list relevant / related professional experience in chronological order with dates.
2. List of three (3) references, who are familiar with your work, as relevant to the scope of work, and include a contact name, phone number and email address for each.
3. Work Samples: Work samples should be marked “Work Samples” and labeled with the project title, client name, name of team member who completed the work, and the type of work they performed (e.g., “graphic design”). Limit work samples to a maximum of two per project example from the “Qualifications and Related Experience” section.

4. Other, as determined needed or related.